

PENNSBURY SCHOOL DISTRICT FALLSINGTON, PA 19058-0338

Board Finance/Partnership Committee Meeting

September 12, 2019 6:00 p.m.

Agenda

Welcome

Discussion Items:

Budget Planning Items

Informational Items:

- Alternative Fuels Update
- Food Service Equipment
- Food Service Non-Program Foods
- Fund Balance
- GASB 75 Valuation
- IDEA Subrecipient Monitoring
- KidsCare Summer Survey
- PASBO/Pennsbury Shares
- Projected Impact of New Construction
- PSDLAF
- YMCA

Action Items:

- BCIU RWAN Internet
- Bond Issue Parameters
- Crown Castle Fiber
- Debt Service Fund
- Dude Solutions Work Order System
- FleetSoft
- PDE 3086 Center for Student Learning
- PDE 3086 Lifeworks
- PlanCon Part H
- PSBA Elections
- Third Party Testing

Other Items

Closing Remarks

Adjourn



PENNSBURY SCHOOL DISTRICT FALLSINGTON, PA 19058-0338

2020-2021 BUDGET PLANNING DISCUSSION ITEMS

REVENUE ASSUMPTIONS

- All revenues are projected based on historical and current year data available.
- State and Federal subsidies are budgeted using projected amounts provided by the respective agencies.
- The millage rate should reflect the District's previous commitments made through collective bargaining and the need for multiyear capital borrowings to address building deficiencies.
- Fund Balance Appropriation for the final adopted budget should not be greater than the budgeted contingency for unforeseen conditions.

EXPENDITURE ASSUMPTIONS

- Salaries
 - o PEA, PESPA, PASA, 1st Level Supervisor, Confidential Exempt groups (per contract).
 - o Positions based on existing staff and enrollments (adjustments to be made during process as data becomes available). No allocation for new position requests.
- Benefits
 - Health insurance (in accordance with contracts and consultant recommendations).
 Self-insurance versus pooled self-insurance will be reviewed as part of our multivear financial strategy.
 - o PSERS (Increase from 34.29% to 34.77%)
 - o All other benefits based on historical and current data available and information provided by respective providers.
- Multiyear planning
 - Transportation bus refresh, maintenance truck replacement, curriculum renewal, and technology equipment budgets will be prepared through a multiyear lens to avoid peaks and valleys.
- 0% increase for all budget managers reoccurring expenditures.
- Exceptions:
 - o Debt service new \$1m (Year 4 Total \$3.5 million)
- All other District wide expenditures will be projected based on historical and current year data available.



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338 Fallsington, Pennsylvania 19058-0338 Telephone: (215) 428-4100 www.pennsburysd.org

| Board Action or Information Item Request | | | | | | | |
|--|---------------------------|---|--|--|--|--|--|
| то: | Board of School Directors | | | | | | |
| DATE: | August 27, 2019 | | | | | | |
| RE: | Alternative fuels | Alternative fuels | | | | | |
| I provide the | following information | 1: | | | | | |
| Office/Depa | artment | Transportation | | | | | |
| Item Attached | | Document | | | | | |
| Description | : | Attached please find a succinct update on alternative fuels, as requested by the Finance Committee. | | | | | |

Cost N/A **Funds Allocated in** N/A **Department Budget Account** Yes No **Budget Transfer Required** Yes No **Cabinet Discussion** Solicitor Review for Yes No N/A Contract/Agreement **Anticipated Approval Date** N/A Other information:

Please contact me with any questions or comments regarding this information.



Christopher Berdnik <cberdnik@pennsburysd.org>

Pennsbury

Tony Bandiero <ffbandiero@ep-act.org> To: Christopher Berdnik < cberdnik@pennsburysd.org > Mon, Aug 12, 2019 at 9:25 AM

Hi Chris,

You probably wont hear the awards until late September or October, currently the VW money is out of play until 2020.

Thanks,

Tony

[Quoted text hidden]



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

| TO: Board of School Directo |
|-----------------------------|
|-----------------------------|

DATE: August 27, 2019

RE: Food Service equipment needs

I provide the following information:

| Office/Department | Food Service | | | |
|---|--|--|--|--|
| Item Attached | Document | | | |
| Description: | Attached please find a quotation capturing food service equipment needs identified by the Nutrition Group. The District has requested the PA Department of Education's approval for items over \$5,000 and will secure three price points before bringing this back to the Board, consistent with Federal regulations. | | | |
| Cost | ТВА | | | |
| Funds Allocated in Department Budget Account | Food Service fund | | | |
| Budget Transfer Required | ☐ Yes ☒ No | | | |
| Cabinet Discussion | ☐ Yes ☑ No | | | |
| Solicitor Review for Contract/Agreement | Yes No N/A | | | |
| Anticipated Approval Date | October 17, 2019 | | | |
| Other information: | | | | |

Please contact me with any questions or comments regarding this information.



9 INDUSTRIAL DRIVE • FERNBROOK PARK • DALLAS, PA 18612

PH: 570-675-7423 • FAX: 570-674-5922

www.ricesfoodequipment.com

07/25/2019 28472

Quote

To: Pennsbury School District

Ashley Dowd 75 Unity Drive

Fairless Hills, PA 19067

215-428-4100 18202 (Contact)

215-870-3039 (Cell)

adowd2@pennsburysd.org

From: Rice's Food Equip. & Consulting

Tina Smith
9 Industrial Dr.
Fernbrook Park

Dallas, PA 18612-9085

570-675-7423

(570)675-7423 (Contact)

tsmith@ricesfoodequipment.com

Project: Pennsbury Various Schools

REV - 7/25/19

Pricing is valid for 30 days unless stated otherwise.

Prices are quoted based on check or ACH as form of payment. Credit card payments will incur a 2% convenience charge on the total order

Leasing options available.

| | | | • | | |
|------|---|--|--------------|------------|--|
| Item | Qty | Description | Sell | Sell Total | |
| | | PENN VALLEY | | | |
| 1 | 1 ea | CONVECTION STEAMER, COUNTERTOP | \$6,551.63 | \$6,551.63 | |
| | | Crown | | | |
| | | Convection Steamer, electric, countertop, steam generator, (1) | | | |
| | | compartment, (5) 12" x 20" pan capacity, electromechanical timer | | | |
| | controls, three way power switch (ON/OFF/Delime), split water | | | | |
| | | connections, automatic fill & drain operation, automatic generator | | | |
| | | blow down valve, includes water filter system, stainless steel interi- | or | | |
| | | & exterior, 15.0 kW, cCSAus, NSF | | | |
| | 1 ea | Standard (1) year limited parts and (1) year labor warranty (reference | e | | |
| | | warranty document for details) | | | |
| | 1 ea | 208v/50/60/3-ph, 42.0 amps, 15.0 kW, direct | | | |
| | | Part of Southbend State Contract #4400019499 | | | |
| | | Exte | ended Total: | \$6,551.63 | |
| 2 | 2 ea | SERVING COUNTER, HOT FOOD, ELECTRIC | \$4,034.09 | \$8,068.18 | |
| | | | | | |

Initial: ____

Page 1 of 4

Description Sell **Sell Total** Item Qty Eagle Group Director's Choice® Cafeteria Cashier Unit, 24"L x 30"W x 34"H, cash drawer on right end, 16/304 stainless steel top, welded 1-1/2" square tubular open base with apron on operator side, laminated front panel holly berry red (Wilsonart D307-60) on 18 gauge galvanized subpanel, welded foot rest, 5" poly tread casters (2 with brakes), NSF 1 ea Tray Slide, 24"W x 11-1/2"D, 1-1/4" diameter solid ribbed, stainless \$334.33 \$334.33 steel, stainless steel drop brackets (for cashier end of Director's Choice® modular cafeteria units) Eagle State Contract #4400019483 Extended Total: \$2,341.38 **PENNWOOD** 6 \$1,886.16 \$1,886.16 1 ea DISPLAY CASE, HOT FOOD, COUNTERTOP Nemco Food Equipment Pizza Merchandiser, Pass Thru, 33-7/8" x 22-1/2" x 22-1/2", 4 tier, 18" diameter racks, stainless steel construction, tempered glass case, illuminated interior, water reservoir, thermostat control up to 200°F, includes signage, 120v/60/1ph, 1480 watts, 12.4 amps, NSF 1 ea 1 year parts & labor warranty, standard 1 ea Tray stop for each shelf \$120.00 \$120.00 Nemco State Contract #4400019496 **Extended Total:** \$2,006.16 7 \$2.685.47 \$2,685.47 1 ea MOBILE HEATED CABINET Metro C5™ 3 Series Heated Holding Cabinet, with Red Insulation Armour™, mobile, full height, insulated, clear polycarbonate door, removable bottom mount control module, thermostat to 200°F, universal wire slides on 3" centers, adjustable on 1-1/2" increments (18) 18" x 26" or (34) 12" x 20" x 2-1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1-ph, 2000 watts, 16.7 amps, NEMA 5-20P, cULus, NSF Metro State Contract #4400019499 **Extended Total:** \$2,685.47 **CHARLES BOEHM** 8 2 ea MILK COOLER \$2,850.81 \$5,701.62 Continental Refrigerator Milk Cooler, 34" long, single access, forced air cooling, (8) 13" x 13" x 11" or (4) 19" x 13" x 11" crate capacity, stainless steel top, lid & door, door cylinder security lock, electronic control with digital display, hilow alarm, hi/low temperature alarm, white finished steel exterior body, galvanized interior with reinforced stainless steel floor, floor drain, (4) 5" swivel casters with front locking brakes, 1/4 HP, cETLus, NSF, Made in USA 2 ea Standard warranty (for the United States & Canada Only): 3 year parts and labor; additional 2 year compressor part 2 ea 115v/60/1-ph, 5.3 amps, cord, NEMA 5-15P, standard Continental State Contract #4400019495

Extended Total:

\$5,701.62 Initial: ____

Page 3 of 4

| | | and a very admits of community | | ,, |
|------|-----------|---|---------------|-------------|
| ltem | Qty | Description | Sell | Sell Total |
| 9 | 2 ea | DISPLAY CASE, HOT FOOD, COUNTERTOP | \$1,586.81 | \$3,173.62 |
| | | Nemco Food Equipment Pizza Merchandiser, 33-7/8" x 22-1/2" x 22-1/2", rotating, 3 tier, 18" diameter racks, stainless steel construction, tempered glass case, illuminated interior, water reservoir, thermostat control up to 200° includes signage, 120v/60/1ph, 1480 watts, 12.4 amps, NSF | | |
| | 2 ea | 1 year parts & labor warranty, standard | | |
| | 2 ea | Tray stop for each shelf Nemco State Contract #4400019496 | \$120.00 | \$240.00 |
| | | Ex | tended Total: | \$3,413.62 |
| 10 | | DELIVERY: | | |
| | | Above prices includes purchase and inbound freight from manufacturers only per state contract. Additional scope of work to priced separately. | be | |
| 11 | 1 ea | UNCRATE, SET | \$720.00 | \$720.00 |
| | | Custom | | |
| | | Uncrate all equipment, assemble any necessary components, take each individual kitchen, set in place. | into | |
| | | Ex | tended Total: | \$720.00 |
| | | Total | | \$48,064.23 |
| , | Acceptar | nce:Date: | | |
| | Printed I | Name: | | |
| | | | | |



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue ● Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

| DATE: | August 27, 2019 | |
|-------|--------------------------------|--|
| RE: | Food Service non-program foods | |
| | | |

I provide the following information:

| Office/Department | Financial Services | | | |
|---|---|--|--|--|
| Item Attached | Document | | | |
| Description: | Attached please find a recent memorandum from the PA Department of Education regarding pricing for non-program foods, along with the Nutrition Group's strategy for meeting the requirements of the federal waiver. | | | |
| Cost | N/A | | | |
| Funds Allocated in Department Budget Account | N/A | | | |
| Budget Transfer Required | Yes No | | | |
| Cabinet Discussion | ☐ Yes 🖾 No | | | |
| Solicitor Review for Contract/Agreement | Yes No N/A | | | |
| Anticipated Approval Date | N/A | | | |
| Other information: | | | | |

Please contact me with any questions or comments regarding this information.



To our valued customers,

On August 1, 2019, Pennsylvania Department of Education released a memo pertaining to non-program foods and the non-program tool School Food Authorities are required to complete for their administrative review. The memo states that School Food Authorities may create a "policy" pertaining to non-program foods rather than complete this tool.

Should your district decide to develop a policy for non-program food, we wish to provide you with a detailed explanation as to how The Nutrition Group arrives at selling prices for non-program, ala carte foods. These prices are then presented to your district for consideration and approval. As outlined in our contract, the School Food Authority retains control of setting all selling prices. Our role is to provide guidance and recommendations.

For items sold ala carte, The Nutrition Group marks these items up at a minimum of 2 times the wholesale price. For example, an item with a wholesale unit cost of .50 is sold at a minimum of \$1.00. Our experience has demonstrated this price point adequately covers the overhead costs associated with selling that item. The mark-up may be adjusted depending on the item. For meal components, such as milk, often the mark-up is lower to encourage the purchase of those items and ensure that the reimbursable meal is the most economical option for the students.

Each year The Nutrition Group requires our Food Service Directors to complete an extensive ala carte analysis to ensure appropriate selling price to cover costs. The results of the annual ala carte analysis are available for the district's review upon request.

Pricing for catering requests are calculated by tallying ALL costs associated with the catering (including food, paper, cleaning, labor, payroll taxes, etc.). To that total, a 10% markup is added, and that final cost is billed to the requesting organization.

For adult meals, we utilize the adult meal price guidance provided by Pennsylvania Department of Education to ensure adult meal prices meet the guidelines as outlined.

If you need additional information to comply with this Pennsylvania Department of Education regulation, please do not hesitate to call us.

Best Regards.

Mancy Kohl
Nancy Kohl, President





Sponsors of the School Nutrition Programs

FROM Cecilia Beauduy, Procurement & Resource Management Manager

DATE August 1, 2019

RE Resource Management; Nonprogram Foods

MESSAGE:

The Pennsylvania Department of Education (PDE), Division of Food and Nutrition (DFN), is pleased to announce that the United States Department of Agriculture (USDA) has approved a waiver request for DFN to use an alternative process for determining compliance with revenue from nonprogram foods.

Currently, as part of the Administrative Review, Resource Management section, School Food Authorities (SFAs) must complete a Nonprogram Food Revenue Tool if they sell a la carte foods, adult meals, or foods sold in school stores, snack bars, vending machines, etc. or through catering, in order to demonstrate that the revenue from the sale of these foods compared to total revenue is the same proportion as they contribute to food cost compared to total food costs. The process of documenting and demonstrating compliance is cumbersome. DFN has obtained approval from USDA for the following as it relates to nonprogram foods.

SFAs will be required to demonstrate they have and are implementing a written pricing policy for nonprogram foods that ensures all nonprogram foods are sold at or above cost.

- DFN does not require that this policy be a school board approved policy and will accept an administrative policy/procedure. However, at the local level, this may require school board approval.
- The policy must be inclusive of all nonprogram foods such as a la carte foods, adult meals, catered meals, etc.
- SFAs are already required to indicate the adult meal price on the Site Information for
 each site in PEARS. The price entered in PEARS must meet the minimum price for adult
 meals, which is established in FNS Instruction 782-5, Revision 1 and PDE Memo,
 Calculating Minimum Adult Meal Price. Both documents are located on PEARS
 Download Forms, Equity in School Meal Pricing section. The SFAs written pricing
 policy as it relates to adult meals, must be consistent with the requirements for pricing
 adult meals and the amount indicated in PEARS on the Site Information.
- The policy must indicate how nonprogram foods are priced. Examples of mark-up pricing methods include, but are not limited to:
 - o flat mark-up: a specific pre-determined monetary amount is added to the unit food cost to establish the selling price for each item
 - o percentage mark-up: a specific pre-determined percentage is applied to the unit food cost to establish the selling price for each item



o flat or percentage mark-up can also vary by category as a marketing strategy. For example, if a la carte food is available for sale, SFA's may encourage students to purchase healthier foods by strategically pricing snack foods with a higher mark-up than healthier foods, such as bottled water or fruits and vegetables.

On the Administrative Review Off-site Assessment tool, if an SFA answers "yes" to question 709 indicating they do sell nonprogram foods (a la carte, adult meals, catered meals, etc.), the SFA must attest they sell all nonprogram foods at or above costs. If this applies, the SFA must:

- Insert in the comment section for question 709, "I attest all nonprogram foods are sold at or above cost."
- Attach policy for pricing of all nonprogram foods.
- Attach price listing of all nonprogram foods that include food item, cost/unit, mark-up, and selling price/unit. A sample price listing chart is available on PEARS Download Forms, Equity in School Meal Pricing section.
- Attach the Point of Service sales report for one day. If adult meals are available, the sales
 report must include adult meals. In addition, if catered meals are sold, provide an (one)
 invoice for catered meals.

If an SFA indicates that not all nonprogram foods are priced at or above cost or the SFA attested to question 709 and they are pricing all nonprogram foods above cost but does not submit the requested policy and pricing list of all nonprogram foods with cost, mark-up and selling price, DFN will initiate a comprehensive review requiring the SFA to complete the Nonprogram Food Revenue Tool, including providing documentation of sales for a five-day reference period. SFAs are encouraged to ensure they have a written nonprogram food pricing policy in order to take advantage of the efficiency this waiver can provide. DFN has approval for this waiver through the 2023-24 school year.

Questions can be directed to Ann Cromyak at acromyak@pa.gov or to Cecilia Beauduy at cbeauduy@pa.gov.



S'mores 100 Cal Pack

Ice Cream Treats, Sm/Lg

Soft Pretzel, Sm/Lg

PENNSBURY SCHOOL DISTRICT ELEMENTARY SCHOOL PRICE LIST 2019/2020



1.25

0.90

0.65

0.75

| BREAKFAST: | | | |
|--|-----------------|---------------------------|-----------------|
| Elementary Paid Breakfast | \$ 1.25 | Adult Breakfast Meal | \$ 2.25 |
| Reduced Price Breakfast | \$ 0.30 | Bagel w/ Butter | \$ 1.25 |
| Breakfast Entrée Only | \$ 1.10 | Bagel w/ Cream Cheese | \$ 1.35 |
| Cereal | \$ 0.85 | Muffins 4oz | \$ 1.35 |
| LUNCH: | | | |
| Elementary Paid Lunch | \$ 2.50 | Adult Entrée Only | \$ 2.90 |
| Reduced Price Lunch | \$ 0.40 | Adult Salad Only | \$ 3.25 |
| Student Lunch Entrée Only | \$ 1.90 | Pizza Slice | \$ 1.90 |
| · | | Soups, Assorted 10oz/12oz | \$ 1.45/1.70 |
| Adult Meal Deal Combos: | | | |
| Hot Entrée Combo | \$ 4.30 | | |
| Includes entree, fruit, vegetable, milk or water | | | |
| SIDES: | | | |
| Fruit Cup | \$ 1.00 | Fries | \$ 1.00 |
| Hot/Cold Vegetable | \$ 1.00 | Fresh Fruit | \$ 1.00 |
| Side Salad | \$ 1.00 | 100% Juice, 4 oz | \$ 1.00 |
| BEVERAGES: | | | |
| Milk 1/2 pt | \$ 0.65 | Switch | \$ 1.50 |
| Water, 16 oz. | \$ 1.25 | Capri Sun | \$ 1.00 |
| Water, 8 oz | \$ 0.65 | | |
| SNACKS: | | Fruit Snacks Sm/Lg | \$ 0.75/1.00 |
| Assorted Chips Lg | \$ 0.85 | Granola Bar, Assorted | \$ 0.90 |
| Assorted Chips Sm | \$ 0.65 | Nutri-Grain Bar, Assorted | \$ 0.90 |
| Pudding Parfait 9oz/12oz | \$ 1.00/1.30 | Rice Krispie Treat | \$ 1.20 |
| Cookies , 1 ea | \$ 0.40 | Yogurt Parfait 9oz/12oz | \$ 1.60/2.10 |
| 1 C T1- C #- | 4 00 /4 00 | 16-14 | 4.35 |

\$ 1.00/1.35

\$.80/1.25

\$ 1.00

\$ 0.95

Kettle Chips

WW Poptarts

Cheese Stick

Churro



PENNSBURY SCHOOL DISTRICT HIGH SCHOOL PRICE LIST 2019/2020



| BREAKFAST: | | | | | |
|--|----|-----------|----------------------------------|-----|-----------|
| High School Paid Breakfast | \$ | 1.50 | Adult Breakfast Meal | \$ | 2.25 |
| Reduced Price Breakfast | \$ | 0.30 | Bagel w/ Butter | \$ | 1.25 |
| Breakfast Entrée Only | \$ | 1.25 | Bagel w/ Cream Cheese | \$ | 1.35 |
| Cereal | \$ | 0.85 | Muffins 4oz | s | 1.35 |
| | • | 0.03 | Mainta Tab | 70. | 2.33 |
| LUNCH: | | | | | |
| High School Paid Lunch | \$ | 3.25 | Adult Entrée Only | \$ | 2.90 |
| Reduced Price Lunch | \$ | 0.40 | Adult Salad Only | \$ | 3.25 |
| Lunch Student Entrée Only | \$ | 2,90 | Pizza Slice | \$ | 1.90 |
| Soups, Assorted 10oz/12oz | \$ | 1.45/1.70 | MTO Sandwich/Salad/Food Bar Meal | \$ | 3.50 |
| Adult Meal Deal Combos: | | | | | |
| Hot Entrée Combo | \$ | 4.30 | | | |
| Includes entree, fruit, vegetable, milk or water | | | | | |
| SIDES: | | | | | |
| Fruit Cup | \$ | 1.40 | Fries | \$ | 1.40 |
| Hot/Cold Vegetable | \$ | 1.40 | Fresh Fruit | \$ | 1.40 |
| Side Salad | \$ | 1.40 | 100% Juice, 4 oz | \$ | 1.40 |
| BEVERAGES: | | | Sparking Icee | \$ | 2.25 |
| Milk 1/2 pt | \$ | 0.65 | Kick Start | \$ | 2.35 |
| Water, 16 oz. | \$ | 1.25 | Ice Drink | \$ | 2.25 |
| Water, 8 oz | \$ | 0.65 | Core Drink | \$ | 3.00 |
| Kick Start Drink | \$ | 2.35 | Bai Drink | \$ | 3.00 |
| Fruit 20 | \$ | 1.35 | Snapple 100% Juice | \$ | 1.90 |
| Water Flavored | \$ | 1.25 | | | |
| SNACKS: | | | | | |
| Assorted Chips Lg | \$ | 0.85 | Fruit Snacks Sm/Lg | \$ | 0.75/1.00 |
| Assorted Chips Sm | \$ | 0.65 | Granola Bar, Assorted | \$ | 0.90 |
| Pudding Parfait 9oz/12oz | \$ | 1.00/1.30 | Nutri-Grain Bar, Assorted | \$ | 0.90 |
| Cookies , 1 ea | \$ | 0.40 | Rice Krispie Treat | \$ | 1.20 |
| Ice Cream Treats | \$ | 1.35 | Yogurt Parfait 9oz/12oz | \$ | 1.60/2.10 |
| Soft Pretzel | \$ | 1.00 | Kettle Chips | \$ | 1.25 |
| Soft Pretzel, Cheese | \$ | 1.50 | Poptarts | \$ | 0.90 |
| S'mores | \$ | 1.00 | TGIF Chips | \$ | 0.90 |
| | | | 100 Cal Pack | \$ | 0.95 |



PENNSBURY SCHOOL DISTRICT MIDDLE SCHOOL PRICE LIST 2019/2020



| BREAKFAST |
|------------------|
|------------------|

| Middle Paid Breakfast | \$ 1.40 | Adult Breakfast Meal | \$ 2.25 |
|-------------------------|---------|-----------------------|------------|
| Reduced Price Breakfast | \$ 0.30 | Bagel w/ Butter | \$ 1.25 |
| Breakfast Entrée Only | \$ 1.10 | Bagel w/ Cream Cheese | \$ 1.35 |
| Cereal | \$ 0.85 | Muffins 4oz | \$ 1.35 |
| | | | |

LUNCH:

| Middle Paid Lunch | \$ 2 | 2.80 | Adult Entrée Only | \$ 2.90 |
|---------------------------|------|------|---------------------------|-----------------|
| Reduced Price Lunch | \$ 0 | 0.40 | Adult Salad Only | \$ 3.25 |
| Student Lunch Entrée Only | \$ 2 | 2.40 | Pizza Slice | \$ 1.90 |
| | | | Soups, Assorted 10oz/12oz | \$ 1.45/1.70 |

Adult Meal Deal Combos:

| Hot Entrée Combo | \$ 4.30 |
|--|------------|
| Includes entree, fruit, vegetable, milk or water | |

SIDES:

| Side Salad | \$ 1.35 | 100% Juice, 4 oz | \$ | 1.35 |
|--------------------|---------|------------------|----|------|
| Hot/Cold Vegetable | \$ 1.35 | Fresh Fruit | \$ | 1.35 |
| Fruit Cup | \$ 1.35 | Fries | > | 1.35 |

| BEVERAGES: Snapple 100% Juice | > | 1.90 |
|------------------------------------|----|------|
| Milk 1/2 pt \$ 0.65 Switch | \$ | 1.50 |
| Water, 16 oz. \$ 1.25 Capri Sun | \$ | 1.00 |
| Water, 8 oz \$ 0.65 Water Flavored | \$ | 1.25 |

SNACKS:

| Assorted Chips Lg | \$ 0.85 | Fruit Snacks Sm/Lg | \$.75/1.00 |
|--------------------------|-----------------|---------------------------|-----------------|
| Assorted Chips Sm | \$ 0.65 | Granola Bar, Assorted | \$ 0.90 |
| Pudding Parfait 9oz/12oz | \$ 1.00/1.30 | Nutri-Grain Bar, Assorted | \$ 0.90 |
| Cookies, 1 ea | \$ 0.40 | Rice Krispie Treat | \$ 1.20 |
| Ice Cream Treats, Sm/Lg | \$ 1.00/1.35 | Yogurt Parfait 9oz/12oz | \$ 1.60/2.10 |
| Soft Pretzel, Sm/Lg | \$.80/1.25 | Kettle Chips | \$ 1.25 |
| S'mores | \$ 1.00 | WW Poptarts | \$ 0.90 |
| 100 Cal Pack | \$ 0.95 | Cheese Stick | \$ 0.65 |



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

| TO: | Board of School Directors |
|-------|---------------------------|
| DATE: | August 27, 2019 |
| RE: | Fund Balance |

I provide the following information:

| Office/Department | Financial Services |
|---------------------------|---|
| Item Attached | Document |
| Description: | Attached please find a recent analysis of Bucks and Montgomery County school district fund balances from the 2017-18 school year. Note that Pennsbury's fund balance as a percentage of expenditures is well below the state average and approaching the bottom of the chart. |
| Cost | N/A |
| Funds Allocated in | N/A |
| Department Budget Account | 170 |
| Budget Transfer Required | ☐ Yes ⊠ No |
| Cabinet Discussion | ⊠ Yes □ No |
| Solicitor Review for | |
| Contract/Agreement | Yes No N/A |
| Anticipated Approval Date | N/A |
| Other information: | |
| l . | |

Please contact me with any questions or comments regarding this information.

| School District | Ranking | 2017-18 Fund Balance | 2017-18 Fund Balance as % of Total Spending | Growth in Fund Balance (2016-17 to 2017-18) |
|---|---------------------------------|----------------------|--|--|
| Commodore Perry School District | Highest % Savings Statewide | \$6,525,459 | 77.30% | \$417,559 |
| Palisades School District | #1 - Bucks | \$24,231,304 | 58.30% | \$1,357,201 |
| Springfield Township School District | #1 - Montgomery | \$22,844,402 | 40,10% | (\$1,687,164) |
| Abington School District | #2 -Montgomery | \$42,394,173 | 28.00% | \$1,489,279 |
| Pittsburgh School District | Highest Dollar Amount Statewide | \$177,392,375 | 26.40% | (\$9,589,394) |
| Upper Perkiomen School District | #3- Montgomery | \$14,480,426 | 24.60% | \$645,099 |
| Pottsgrove School District | #4- Montgomery | \$15,286,770 | 23.50% | \$124,059 |
| Lower Merion School District | #5- Montgomery | \$55,871,038 | 21.00% | (\$145,846) |
| State Average | State Average | \$9,236,532 | 20.61% | \$129,013 |
| New Hope-Solebury School District | #2 - Bucks | \$7,842,651 | 20.10% | \$2,153,840 |
| Hatboro-Horsham School District | #6 -Montgomery | \$19,358,221 | 19.00% | \$1,168,874 |
| Colonial School District | #7 -Montgomery | \$24,451,719 | 18.90% | (\$7,021,177) |
| Neshaminy School District | #3 - Bucks | \$34,226,092 | 18.60% | (\$34,779) |
| Upper Merion Area School District | #8- Montgomery | \$16,455,189 | 16.60% | (\$273,422) |
| North Penn School District | #9 - Montgomery | \$40,233,955 | 15.90% | (\$216,324) |
| Spring-Ford Area School District | #10 - Montgomery | \$24,240,125 | 15.50% | (\$1,723,327) |
| Bristol Township School District | #4 - Bucks | \$19,718,081 | 14.60% | \$7,550,352 |
| Pottstown School District | #11 - Montgomery | \$9,058,609 | 14.50% | \$1,080,523 |
| Quakertown Community School District | #5 - Bucks | \$14,994,408 | 14.30% | \$1,784,641 |
| Central Bucks School District | #6 - Bucks | \$42,793,902 | 12.90% | \$5,004,090 |
| Perkiomen Valley School District | #12 -Montgomery | \$13,605,472 | 12.90% | \$2,202,891 |
| Pennridge School District | #7 - Bucks | \$16,011,334 | 11.80% | \$34,772 |
| Cheltenham School District | #13 - Montgomery | \$13,504,478 | 11.30% | (\$3,360,813) |
| Upper Dublin School District | #14 - Montgomery | \$10,632,482 | 10.80% | (\$288,041) |
| Wissahickon School District | #15 - Montgomery | \$10,625,945 | 10.60% | (\$147,414) |
| Bensalem Township School District | #8 - Bucks | \$16,634,846 | 10.20% | (\$3,425,356) |
| Methacton School District | #16 - Montgomery | \$10,047,011 | 9.60% | \$2,354,107 |
| Council Rock School District | #9 - Bucks | \$21,353,741 | 9.10% | (\$2,707,099) |
| Centennial School District | #10 - Bucks | \$10,728,402 | 9.10% | \$62,555 |
| Upper Moreland Township School District | #17 - Montgomery | \$6,040,331 | 9.10% | (\$2,751,954) |
| Lower Moreland Township School District | #18 - Montgomery | \$4,485,531 | 8.90% | (\$1,447,351) |
| Pennsbury School District | #11 - Bucks | \$19,151,237 | 8.30% | \$1,560,653 |
| Bristol Borough School District | #12 - Bucks | \$1,753,548 | 7.20% | \$15,983 |
| Jenkintown School District | #19 - Montgomery | \$1,180,429 | 7.20% | \$9,196 |
| Souderton Area School District | #20 - Montgomery | \$5,707,453 | 4.60% | (\$238,622) |
| Morrisville Borough School District | #13 - 8ucks | \$810,253 | 3.60% | (\$1,755,889) |
| Philadelphia City School District | Philadelphia | \$66,599,948 | 2.00% | \$52,460,693 |
| Norristown Area School District | #21 - Montgomery | \$2,688,349 | 1.80% | \$2,533,740 |
| Scranton School District | Lowest %%% Statewide | (\$30,441,392) | -19.30% | (\$171,487) |
| | SOURCE: COMMONWEALTH FOUNDA | TION | www.commonwealthfoundation.org | 1 |



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue ● Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: September 3, 2019

RE: Governmental Accounting Standards Board statement 75 actuarial valuation as

of July 1, 2017, for the fiscal year ending June 30, 2019

I provide the following information:

| Office/Department | Financial Services |
|---|--|
| Item Attached | Document |
| Description: | Attached please find the recently completed GASB 75 report outlining the District's net other post-employment benefits liability. OPEB expense and net OPEB liability are reported on the entity-wide – as opposed to fund-level – financial statements as part of the local audit report. |
| Cost | N/A |
| Funds Allocated in | N/A |
| Department Budget Account | 1976 |
| Budget Transfer Required | ☐ Yes ⊠ No |
| Cabinet Discussion | ☐ Yes ⊠ No |
| Solicitor Review for Contract/Agreement | ☐ Yes ☐ No ☒ N/A |
| Anticipated Approval Date | N/A |
| Other information: | |

Please contact me with any questions or comments regarding this information.

ConradSiegel

August 30, 2019

Mr. Chris Berdnik Pennsbury School District 134 Yardley Avenue P.O. Box 338 Fallsington, PA 19058

Re: Pennsbury School District Postemployment Benefits Plan

Dear Chris:

I am attaching the actuarial valuation as of July 1, 2017, for the fiscal year ending June 30, 2019, which has been prepared in accordance with Governmental Accounting Standards Board Statement No. 75 (GASB 75).

GASB 75 Background

The purpose of GASB 75 is to have employers identify the promises they make with respect to postemployment benefits and to reasonably quantify their cost. In the most general sense, employers must attribute the future cash flow for postemployment benefits over the employee's working lifetime.

GASB 75 does not have any impact on your annual operating budget unless a decision is made to separately fund the liability. The key accounting figures are:

- The "OPEB Expense", which is the expense reported on the income statement.
- The "Net OPEB Liability", which is the liability reported on the year-end balance sheet.

Actuarial Valuation

The results presented in the actuarial valuation will be used in preparation of your financial statements. At the beginning of the actuarial valuation you will find a Summary of Plan Provisions outlining the benefits valued in the report, as well as a section describing the Actuarial Assumptions and Methods used. The GASB 75 reporting section will provide the following:

- Summary of key results
- Changes in the Net OPEB Liability from the prior year
- Deferred Outflows/Inflows of Resources and the sensitivity of the Net OPEB Liability under key assumption changes



Conrad Siegel

- Development of OPEB Expense and disclosure of future recognition of Deferred Outflows/Inflows of Resources
- Detailed amortization schedule of Deferred Outflows/Inflows of Resources bases
- Schedule of Required Supplementary Information

Results

The figures in this report are reflected as of the measurement date for the fiscal year ending June 30, 2019 and are based on an actuarial valuation date or rolled forward from an actuarial valuation date. A new valuation should be performed if, between the actuarial valuation date and measurement date, material changes have occurred that affect the results of this valuation, including significant changes in benefit provisions, the size or composition of the population covered by the plan, or other changes that impact long-term assumptions.

The Deferred Outflows of Resources figure that is provided in this report includes an estimate of plan benefit payments. Additionally, the Net OPEB Liability and OPEB Expense figures also incorporate estimated plan benefit payments in their determinations. Your accountant will likely accept our estimate as the best available figure for the determination; however, you may reflect actual benefit payments rather than our estimate. In order to use actual benefit payments, we believe retiree claim experience would need to be tracked separately from active employee claim experience. You may not simply use premiums paid because the premiums do not reflect the hidden subsidy.

Please do not hesitate to contact me to discuss the report or any questions you or your accountant might have.

Yours sincerely,

John W. Jeffrey, FSA, EA, MAAA Partner & Consulting Actuary









Actuarial Valuation for Other Postemployment Benefits Accounting

As of July 1, 2017

Pennsbury School District Postemployment Benefits Plan

ror purposes of Governmental Accounting Standards Board Statement No. 75 for Fiscal Year July 1, 2018 to June 30, 2019



Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 Table of Contents

Disclosure Statement

Summary of Plan Provisions

Actuarial Assumptions and Methods

Calculations for GASB No. 75 Reporting

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 Disclosure Statement

Purpose

Actuarial computations under Governmental Accounting Standards Board Statement No. 75 (GASB No. 75) are for purposes of fulfilling employer accounting requirements. The calculations reported herein have been performed in accordance with generally accepted actuarial principles and practices, and on a basis consistent with our understanding of GASB No. 75. In preparing this report, we have relied upon information furnished to us by Pennsbury School District. This information includes data pertaining to the Plan, as well as a description of the substantive plan. The information has been reviewed and determined to be reasonable and consistent; however, we have not audited the data or reviewed plan provisions for compliance with IRS or DOL regulations.

Determinations for purposes other than meeting the employer financial accounting requirements may be significantly different from the results reported herein. The funded status, measured by comparing the Accrued Liability against the Actuarial Value of Plan Assets, is not an appropriate measure for assessing the sufficiency of the plan assets to cover the estimated cost of settling the plan's benefit obligations upon plan termination nor is it appropriate for measuring the need for, or the amount of, future contributions. Accordingly, additional determinations are needed for other purposes, such as judging benefit security at termination or adequacy of funding for an ongoing plan. The actuarial calculations contained in this report are not intended or written to be used, and cannot be used, for the purposes of avoiding penalties under the Internal Revenue Code.

This valuation involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future.

Calculations are based on the types of benefits provided under the terms of the substantive plan at the time of the valuation and on the pattern of sharing of costs between the employer and plan members to that point. Calculations reflect a long-term perspective, so methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

Benefits Not Included

Defined contribution benefits and insured benefits under GASB No. 75 paragraph 11, pension benefits accounted for under GASB 68, and benefits for compensated absences under GASB 16 are not included in this valuation.

Multiple Year Reporting

Pursuant to GASB No. 75, an actuarial valuation can be used over a two-year period. The figures in this report are reflected as of the measurement date for the specified fiscal year and are based on an actuarial valuation date or rolled forward from an actuarial valuation date. Some figures have been determined based on estimated contributions for the period. These figures may need to be adjusted for actual contributions deposited to the trust or claims paid on behalf of plan benefits.

A new valuation should be performed if, between the actuarial valuation date and measurement date, material changes have occurred that affect the results of this valuation, including significant changes in benefit provisions, the size or composition of the population covered by the plan, or other changes that impact long-term assumptions. If roll forward procedures have been used, this report reflects any necessary adjustments to the interest rate as of the measurement date.

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 Disclosure Statement

I am a member of the American Academy of Actuaries and a Fellow of the Society of Actuaries, and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this valuation.

> John W. Jeffrey, FSA, EA, MAAA Partner & Consulting Actuary

August 30, 2019

Date

JWJ/HDC

Pane 5

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 Summary of Plan Provisions

| GROUP | ELIGIBILITY | COVERAGE AND PREMIUM SHARING | DURATION |
|--|---|--|--|
| I. SUPERVISORS & ADMINISTRATORS | | | |
| A. Retiring under base contract | PSERS Retirement | Coverage: Medical, Prescription Drug and Dental for Retiree and Spouse. Premium Sharing: Retiree pays 100% of cost. | Coverage continues until Retiree is eligible for Medicare |
| B. Life insurance | PSERS Retirement and 20 years of continuous service with the District | Coverage: Face amount of \$10,000 on the life of the Retiree. Premium Sharing: District pays 100% of cost. | Until Retiree death |
| II. TEACHERS UNION | | | |
| A. Retiring under base contract | PSERS Retirement | Same as I.A | Same as I.A |
| B. Life insurance | PSERS Retirement | Coverage: Retiree may choose either face amount of \$5,000 until the age of 65 or \$2,500 on the life of the Retiree. The choice of \$2,500 on the life of the Retiree is only for Retirees hired prior to 7/1/1986. Premium Sharing: District pays 100%. | \$5,000 policy until Retiree age 65, \$2,500 policy for the lifetime of the Retiree |
| III. NON-PROFESSIONAL UNION AND NON-UNION | PSERS Retirement | Coverage: Medical, Prescription Drug and Dental for Retiree and Spouse. Premium Sharing: Retiree pays 100% of the cost. Life Insurance: Retiree hired prior to July 1, 1986 shall be entitled to a \$2,500 paid up life insurance policy. Members hired after July 1, 1986 will be entitled for the District to pay the premium cost of a \$5,000 term policy effective until age 65. A Bargaining Unit Member will be eligible to receive this benefit upon retirement with at least 10 years of service with the District. | Health coverage ends upon retiree reaching Medicare age \$5,000 Life Insurance policy until Retiree age 65, \$2,500 policy for the lifetime of the Retiree |

Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 Pennsbury School District Postemployment Benefits Plan **Summary of Plan Provisions**

Notes: PSERS Retirement:

- For individuals who were members of PSERS prior to July 1, 2011, an employee is eligible for PSERS retirement if he (or she) is eligible for either: 1) PSERS early retirement while under 62 with 5 years of PSERS service or 2) PSERS superannuation retirement upon reaching age 60 with 30 years of PSERS service, age 62 with 1 year of PSERS 7
 - service or 35 years of PSERS service regardless of age.
 For individuals who became members of PSERS on or after July 1, 2011, an employee is eligible for PSERS retirement if he (or she) is eligible for either: 1) PSERS early retirement while under 65 with 10 years of PSERS service or 2) PSERS superannuation retirement upon reaching age 65 with 3 years of PSERS service or upon attainment of a total combination of age plus service equal to or greater than 92 with a minimum of 35 years of PSERS service. All individuals are eligible for a special early retirement upon reaching age 55 with 25 years of PSERS service. 8
 - ଳ

PSERS Supplement: A retiree may receive a \$100 monthly medical reimbursement from PSERS if he (or she) meets one of the following qualifications at retirement:

- 24.5 years of PSERS service. Upon superannuation retirement with at least 15 years of PSERS service.

Coordination with Medicare: The plan pays secondary to Medicare for Medicare-eligible retirees and/or spouses.

Discount Rate

2.98% Based on S&P Municipal Bond 20-Year High Grade Rate Index at July 1, 2018.

Salary

An assumption for salary increases is used only for spreading contributions over future pay under the entry age normal cost method. For this purpose, salary increases are composed of a 2.5% cost of living adjustment, 1% real wage growth, and for teachers and administrators a merit increase which varies by age from 2.75 to 0%.

Withdrawal

Rates of withdrawal vary by age, gender and years of service. Sample rates for employees with more than 10 years of service are shown below. Rates for new employees start at 22.9% for both men and women and decrease with age and service.

| | Male | Female | | Male | Female |
|-----|---------|---------|-----|---------|---------|
| Age | Rate | Rate | Age | Rate | Rate |
| 25 | 2.5700% | 5.0200% | 45 | 1.3700% | 1.6500% |
| 30 | 2.5700% | 4.0200% | 50 | 1.9200% | 2.0600% |
| 35 | 1.5000% | 2.8500% | 55 | 3.3800% | 3.1100% |
| 40 | 1.3400% | 1.6000% | 60 | 5.5700% | 6.4000% |

Mortality

Separate rates are assumed preretirement and postretirement using the rates assumed in the PSERS defined benefit pension plan actuarial valuation.

Incorporated into the table are rates projected generationally by the Buck Modified 2016 projection scale to reflect mortality improvement.

Disability

No disability was assumed.

Retirement

Assumed retirement rates are based on PSERS plan experience and vary by age, service and gender.

| | Age 55 & 25 y | ears of service | Superar | nuation |
|-----|---------------|-----------------|---------|---------|
| Age | Male | Female | Male | Female |
| 55 | 19% | 19% | 27% | 10% |
| 56 | 17% | 17% | 32% | 30% |
| 57 | 17% | 17% | 32% | 30% |
| 58 | 17% | 17% | 32% | 35% |
| 59 | 22% | 21% | 31% | 36% |
| 60 | 14% | 17% | 31% | 36% |
| 61 | 29% | 30% | 29% | 31% |
| 62 | 51% | 61% | 51% | 61% |
| 63 | 26% | 26% | 26% | 26% |
| 64 | 21% | 22% | 21% | 22% |
| 65 | 100% | 100% | 100% | 100% |

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 Actuarial Assumptions and Methods (2 of 2)

Percent of Eligible Retirees Electing Coverage in Plan

50% of employees are assumed to elect coverage.

Percent Married at Retirement

30% of employees are assumed to be married and have a spouse covered by the plan at retirement. Non-spouse dependents are deemed to be immaterial.

Spouse Age

Wives are assumed to be two years younger than their husbands.

Per Capita Claims Cost

Making use of weighted averages for various plan designs, the per capita claims cost for medical and prescription drug is based on the expected portion of the group's overall cost attributed to individuals in the specified age and gender brackets. Dental and vision costs are assumed to not vary with age or gender. The resulting costs are as follows:

| | Medical and Prescrip | otion Drug Combined |
|-------|----------------------|---------------------|
| Age | Males | Females |
| 45-49 | \$6,474 | \$9,349 |
| 50-54 | \$8,574 | \$10,567 |
| 55-59 | \$10,443 | \$11,057 |
| 60-64 | \$13,627 | \$12,702 |

Retiree Contributions

Retiree contributions are assumed to increase at the same rate as the Health Care Cost Trend Rate.

Health Care Cost Trend Rate

6.0% in 2018, and 5.5% in 2019 through 2021. Rates gradually decrease from 5.4% in 2022 to 3.8% in 2075 and later based on the Society of Actuaries Long-Run Medical Cost Trend Model.

Life Insurance

It is assumed that the annual cost to provide life insurance varies by age and gender. The assumed cost is equal to the amount of coverage times the applicable mortality factor contained in the valuation mortality table. It is also assumed that 100% of employees will elect life insurance. It is further assumed that the Teachers and Support Staff who were hired prior to 7/1/1986 will elect the \$2,500 life insurance policy over the participant's lifetime, rather than the \$5,000 life insurance policy until age 65.

Actuarial Value of Assets

Equal to the Market Value of Assets

Actuarial Cost Method - Entry Age Normal

Under the Entry Age Normal Cost Method, the Normal Cost is the present value of benefits allocated to the year following the valuation date. Benefits are allocated on a level basis over the earnings of an individual between the date of hire and the assumed retirement age. The Accrued Liability as of the valuation date is the excess of the present value of future benefits over the present value of future Normal Cost. The Unfunded Accrued Liability is the excess of the Accrued Liability over the Actuarial Value of Assets. Actuarial gains and losses serve to reduce or increase the Unfunded Accrued Liability.

Participant Data

Based on census information as of March 2018. Due to the timing of school district turnover, the data is believed to be representative of the population for the 2016-2017 school year.

Pennsbury School District Postemployment Benefits Plan
Actuarial Valuation
as of July 1, 2017
for Purposes of Other Postemployment Benefits Accounting
for Fiscal Year July 1, 2018 to
June 30, 2019

Calculations for GASB No. 75 Reporting

Pane 10

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 GASB No. 75 Summary Information

| Demographic Information | | Total |
|---|---------------------------|--------------|
| | Section Section Section 1 | |
| Active Participants | | 1,392 |
| Vested Former Participants | | 0 |
| Retired Participants | | 655 |
| Total | | 2,047 |
| Annual Payroll of Active Participants | 67 | \$88,406,612 |
| | | |
| Financial Information | | |
| Total OPEB Liability | 69 | 9,448,491 |
| Plan Fiduciary Net Position | | 0 |
| Net OPEB Liability (Asset) | 69 | 9,448,491 |
| Deferred Outflows of Resources | 49 | 722,623 |
| Deferred Inflows of Resources | • | 612,050 |
| Plan Fiduciary Net Position as a % of Total OPEB Liability | | 0.00% |
| Net OPEB Liability as a % of Covered-Employee Payroll | | 10.69% |
| OPEB Expense | €9 | 803,866 |

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019

Changes in the Net OPEB Liability

| Total OPEB Liability | | |
|---|---|-----------|
| Fiscal Year Ending 6/30/2019 | | |
| Balance at 7/1/2017 | | 8,972,671 |
| Service Cost | | 566,965 |
| Interest ² | | 291,485 |
| Changes of Benefit Terms | | 0 |
| Differences between Expected and Actual Experience ¹ | | 0 |
| Changes of Assumptions ¹ | | 36,474 |
| Benefit Payments ² | | (419,104) |
| Other Changes | 一方式 は | 0 |
| Net Changes | | 475,820 |
| Balanco at 7/4/2018 | S-5 | 9.448.491 |

Changes of Assumptions

The discount rate changed from 3.13% to 2.98%. The trend assumption was updated.

Changes of Benefit Terms

Pane 11

Each year's loss (or gain) is recognized over a closed period, using the average of the expected remaining service lives of all active and inactive employees that are currently

receiving a benefit or may be eligible to receive a benefit in the future. *These figures are based on estimated benefit payments. These amounts may be adjusted for actual benefit payments made during the year.

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 Deferred Outflows/Inflows and Sensitivity

| Differences between Expected and Actual Experience | s |
|--|---------|
| Changes of Assumptions | 234,015 |
| Benefit Payments subsequent to the Measurement Date (7/1/2018)* | 488,608 |

Deferred Inflows of Resources

| Differences between Expected and Actual Experience | | | | | 612,050 |
|--|--|---|--|----|---------|
| Changes of Assumptions | | | | | 0 |
| Total Deferred Inflows | | į | | \$ | 612,050 |

Sensitivity of Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Plan, as well as what the Plan's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

| 直影的 | 直影的 | 直影的 | |
|-----|-----|-----|--|
| | | | |
| | | | |

\$ 8,763,079 \$ 9,448,491

\$ 10,193,598

Sensitivity of Net OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the net OPEB liability of the Plan, as well as what the Plan's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

Net OPEB Liability (Asset)

| \$ 10,558,680 | 9,448,491 | \$ 8,509,526 |
|---------------|-------------|---------------|
| | 44 | 44 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | Real Property |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | (0 | |
| Se | ate | BSE |
| % Increase | ument Rates | e S |
| 2 | ent | De |
| % | F | % |
| - | J | |
| | | |

ConradSiegel

These figures are based on estimated benefit payments. These amounts may be adjusted for actual benefit payments made.

Pane 13

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 OPEB Expense and Future Recognition of Deferred Outflows and (Inflows)

| | | | | | Total |
|--|--|--|--|-------------------------|----------|
| Fiscal Year Ending 6/30/2019 Service Cost | | | | ₩ | 566,965 |
| Interest on Total OPEB Liability | | | | | 291,485 |
| Changes of Benefit Terms | | | | THE STATE OF THE PARTY. | 0 |
| Contributions - Employee | | | | | 0 |
| Amortization of Deferred Outflows | | | | | 32,852 |
| Amortization of Deferred Inflows | | | | | (87,436) |
| Other Changes | | | | | 0 |
| | | | | · | 990 600 |

Future Deferred Outflows and (Inflows) to be Recognized as OPEB Expense (Income)

| | | 69 | (54,584) |
|--|--|----|-----------|
| | | | (54,584) |
| 新教育· 1000 1000 1000 1000 1000 1000 1000 10 | | | (54,584) |
| | | | (54,584) |
| | | | (54,584) |
| | | | (105,115) |

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019

Deferred Outflows and Inflows of Resources Bases

Deferred Outflows of Resources

| Date | Initial Balance | Annual Recognition | Remaining Balance | Remaining Recognition Period | Туре |
|--------------|-----------------|-----------------------|----------------------|------------------------------------|-------------------|
| July 1, 2017 | 259,192 | 28,799 | 201,594 | 7 years | Assumption Change |
| July 1, 2018 | 36,474 | 4,053 | 32,421 | 8 years | Assumption Change |
| Total | | 32,852 | 234,015 | | |

Deferred Inflows of Resources

| Total | | 87,436 | 612,050 | | |
|--------------|-----------------|-----------------------|----------------------|------------------------------------|-------------------|
| July 1, 2017 | 786,922 | 87,436 | 612,050 | 7 years | Experience Change |
| Date | Initial Balance | Annual Recognition | Remaining Balance | Remaining Recognition Period | Туре |

ConradSiegel Page 14

Pennsbury School District Postemployment Benefits Plan Actuarial Valuation as of July 1, 2017 for Fiscal Year Ending June 30, 2019 Required Supplementary Information

| Fiscal Year Ending¹ | | 2019 | | 2018 |
|--|--|------------|---|------------|
| Total OPEB Liability | Į. | | | |
| Service Cost | 4 | 296'999 | 4 | 579,956 |
| Interest | | 291,485 | | 237,451 |
| Changes of Benefit Terms | | 0 | | (13,741) |
| Differences between Expected and Actual Experience | | 0 | | (786,922) |
| Changes of Assumptions | | 36,474 | | 259,192 |
| Benefit Payments | | (419,104) | | (566,224) |
| Other Changes | THE PERSON NAMED IN | 0.50 | | 0 |
| Net Change | TO SERVICE SER | 475,820 | | (290,288) |
| Total OPEB Liability - Beginning | | 8,972,671 | 關 | 9,262,959 |
| Total OPEB Liability - Ending | • | 9,448,491 | • | 8,972,671 |
| Covered-Employee Payroll | 4 | 88,406,612 | € | 88,406,612 |
| Total OPEB Liability as a % of | | | | |
| Covered-Employee Payroll | | 10.69% | | 10.15% |

¹This information is shown for the last 10 years, if available.



Received

SEP 3 2019

Business Administrator

705 N. Shady Retreat Rd. Doylestown, PA 18901 Tel: 215-348-2940 www.BucksIU.org

August 26, 2019

IMPORTANT

IDEA SUBRECIPIENT MONITORING Pennsbury School District

As a pass-through entity for IDEA funds, the Bucks County Intermediate Unit #22 (IU) is responsible for:
1) Award Identification, 2) During-the-Award Monitoring, 3) Subrecipient Risk Assessments and Audits,
4) Pass-Through Entity Impact, and 5) Central Contractor Registration. As a result, it is necessary for the IU to conduct "desk monitoring" and/or site visits in order to ensure compliance with the IDEA regulations. The IU, or its local auditor on behalf of the IU, may be scheduling site visits with each school district and charter school (LEA) that receives IDEA pass-through funds from the IU. It is our intent to make visits as straightforward and trouble-free as possible; therefore, we are providing you with the following information so that you are better prepared:

1. Award Identification:

| | 2017-2018 IDEA | 2018-2019 IDEA | 2017-2018 IDEA Section 619 | 2018-2019 IDEA Section 619 |
|---------------------------------|------------------------------------|---------------------------------------|--|---|
| CFDA Title | Special Education Grants to States | Special Education Grants to States | Special Education Preschool Grants | Special Education Preschool Grants |
| CFDA Number | 84.027 | 84.027 | 84.173 | 84.173 |
| Award Name | IDEA-B Grants to States | IDEA-B Grants to States | IDEA-B Section 619 Grants to States | IDEA-B Section 619 Grants to States |
| Project Code | 062 170022 | 062 180022 | 131 160022 | 131 170022 |
| Period | July 1, 2017 through June 30, 2018 | July 1, 2018 through June 30, 2019 | July 1, 2017 through June 30, 2018 | July 1, 2018 through June 30, 2019 |
| Allocation Amount | \$2,122,815.77 | \$2,116,753.15 | \$4,998.00 | \$8,316.00 |
| IU Agreed Upon Services | \$46,521.74 | \$48,804.72 | N/A | N/A |
| Available Pass- through | \$2,076,294.03 | \$2,067,948.43 | \$4,998.00 | \$8,316.00 |
| Amount Received in 2017-2018 | \$ 0.00 | N/A | \$ 0.00 | N/A |
| Amount Received in 2018-2019 | \$2,076,294.03 | \$ 0.00 | \$4,998.00 | \$ 0.00 |

Your Schedule of Expenditures of Federal Awards (SEFA) should accurately reflect the information provided in the above table. Your IDEA Section 619 funds must be reported separately on the SEFA (and on your books) and cannot be combined with your regular IDEA funds.

Bucks County Intermediate Unit

- 2. <u>During-the-Award Monitoring</u>—site visits and desk monitoring will consist of, but is not limited to, the following areas of concerns:
 - Are you using the proper account codes provided by the state? See PDE's Manual of Accounting & Reporting for PA Public Schools.
 - Are items reported on the Initial Budget/Final Completion reports to BCIU tied to actual invoices and are the items allowable IDEA Expenses?
 - Are you using IDEA funds for Coordinating Early Intervening Services (CEIS)? All of BCIU's LEAs certified to us that they were not using IDEA funds for CEIS. If this is not true for your LEA then we will review the CEIS requirements with you and how CEIS counts towards the maximum amount of expenditures that the LEA may reduce from local funds.
 - Is your LEA earning interest on Federal funds? If the LEA's funds are in an interest-bearing account, you must calculate the interest earned quarterly and document clearly. The first \$500 received in interest earned per year may be retained by the LEA for administrative purposes. Interest earned over the \$500 should be sent to the US Department of Education, P.O. Box 979053, St Louis, MO 63197-9000.
 - Is your LEA eligible to use the Maintenance of Effort (MoE) adjustment? Your LEA must receive a "meets requirements" in order to take advantage of the reduction in fiscal effort in accordance with 34 CFR §300.205.
 - If your LEA reduces its effort in accordance with 34 CFR §300.205, is it reducing at or below your maximum allowable amount and spending the "freed-up" funds on ESEA allowable activities/projects?
 - Is your LEA conducting business only with responsible persons? Are you checking the System for Award Management (SAM) to determine whether a person is excluded? (https://www.sam.gov)
 - Is your LEA able to trace records to the financial statements and to the SEFA?
 - All employees supported by IDEA funds must be coded as "federal" and, as a result of this, your LEA may not receive half of the Employer's FICA contribution back from the state nor may your LEA bill for Access for those employees.
 - If we schedule a site visit with your LEA, we will provide you with a list of more specific items to have on hand. Until then, please use this time to ensure that your financial records are in accordance with all state and federal guidelines.
- 3. Subrecipient Risk Assessments and Audits Please forward a copy of your Single Audit Report to the BCIU upon completion include any management decisions and corrective action plans. Please note, any subrecipient expending \$750,000 or more in Federal Awards

Bucks County Intermediate Unit

during the subrecipient's fiscal year must meet the audit requirements as provided in the Uniform Grant Guidance. Information from the Single Audit Report will be used to assess the risk of your LEA.

- 4. Pass-Through Entity Impact the IU must evaluate the impact of subrecipient activities on the pass-through entity's ability to comply with applicable Federal regulations. If an LEA is not in compliance, their subsidy may be in jeopardy.
- 5. System for Award Management (SAM) formerly Central Contractor Registration (CCR) As a first-tier recipient, your LEA must register in SAM (formerly CCR), including obtaining a Dun and Bradstreet Data Universal Numbering System (DUNS) number, and maintain the currency of that information (Section 1512(h), ARRA, and 2 CFR 176.50(c)). As of August 19, 2019, your SAM registration is as follows:

| Registered in SAM? | Active Registration? | Valid Through |
|--------------------|-----------------------------|---------------|
| Not Found | Not Found | Not Found |

To register with SAM or to update your registration, please visit the SAM website: www.sam.gov (formerly www.bpn.gov/ccr).

The System for Award Management (SAM) replaced CCR and ORCA in July 2012. If you previously had a registration in CCR or representations and certifications in ORCA, that information is now in SAM. If you have existing awards with the federal government, you must renew your SAM registration annually to ensure continued payments. SAM is a free, government-operated website – there is NO charge to register or maintain your registration in SAM.

HELPFUL TIPS FOR UPDATING REGISTRATIONS

- A step by step webinar "Updating and Migrating Your Former CCR Registration In SAM": (http://www.youtube.com/watch?v=IuFGM9H0gPI&feature=youtu.be)
- Quick-start guide for updating and renewing registrations (https://www.sam.gov/sam/transcript/Quick_Guide_for_Updating_or_Renewing_C CR-SAM_Registrations.pdf)
- SAM user guides www.sam.gov. Click on Help, Click on User Guides.

To update/renew your registration, follow the instructions below. If you have already created a SAM account and migrated your permissions, please begin with step 5.

- 1. Go to the SAM website at http://www.sam.gov/ Enter the link in the Address bar, NOT Search bar of your browser
- 2. Create an Individual Account. Your CCR username and password will NOT work in SAM. You will then receive an email from SAM.
- 3. Activate the account by clicking on the link in the email you receive.
- 4. Migrate your account permissions from CCR (Quick-start guide for migrating roles: https://www.sam.gov/sam/transcript/Quick_Guide_for_Migrating_Roles.pdf)
- 5. After migrating your account, log back into SAM.gov
- 6. Click "Register/Update Entity" and then "Complete Registrations"

Bucks County Intermediate Unit

- 7. Select entity you want to update and Click "Update"
- 8. Complete the process and click "Submit". You will see a "Congratulations" message on the screen when you successfully submit your registration. At this time, your submission will go for TIN and then CAGE validation.

If you are unable to proceed after using the help guides, please contact the Federal Service Desk at http://www.fsd.gov/ or by telephone at 866-606-8220 (toll free) or at 334-206-7828 (international). The Federal Service Desk is a service of the U.S. federal government, supporting SAM and other systems owned and operated by the Government. There is NO charge to use the services of the Federal Service Desk.

Please share this information with the appropriate LEA personnel. If you should have any questions regarding this notice, please feel free to call Renee Ricci at 215-348-2940 ext. 1518.



PENNSBURY SCHOOL DISTRICT

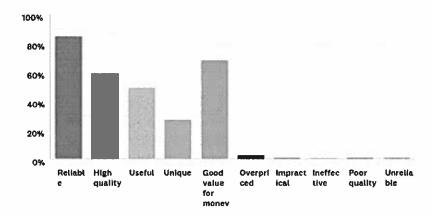
134 Yardley Avenue ● Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

| I provide the | e following information: |
|---------------|----------------------------------|
| RE: | Kids Care Summer Camp – Feedback |
| DATE: | August 27, 2019 |
| то: | Board of School Directors |
| | |

| Office/Department | Partnership |
|---|---|
| Item Attached | Document |
| Description: | Attached please find survey results from this summer's Kids Care programming. |
| Cost | N/A |
| Funds Allocated in Department Budget Account | N/A |
| Budget Transfer Required | ☐ Yes ☑ No |
| Cabinet Discussion | ☐ Yes ☒ No |
| Solicitor Review for Contract/Agreement | Yes No N/A |
| Anticipated Approval Date | N/A |
| Other information: | |

Q3 Which of the following words would you use to describe our summer camp? Select all that apply.





PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue ◆ Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: August 27, 2019

RE: Pennsbury shares – PASBO Facilities Management and Transportation Conference

I provide the following:

| Office/Department | Business Office |
|--|---|
| Item Attached | Document |
| Description: | I wanted to apprise the Board that I will be presenting as part of a panel on "Top 25 Considerations for School Safety and Security" at this fall's PA Association of School Business Officials' Facilities Management and Transportation Conference. This will not be an overnight trip. |
| Cost | Mileage and Tolls only; PASBO pays the one day registration |
| Funds Allocated in Department Budget Account | Business Office |
| Budget Transfer Required | ☐ Yes 🛛 No |
| Cabinet Discussion | Yes No |
| Solicitor Review for Contract/Agreement | Yes No N/A |
| Anticipated Approval Date | N/A |
| Other information: | I served on a similar panel discussion at the 2018 PASBO Facilities Management and Transportation Conference. |



Pennsylvania Association of School Business Officials

2608 Market Place, Harrisburg PA 17110-9358 [717.540.9551]FAX 717.540.1796 www.pasbo.org

Received

AUG 23 2019

Rusiness Administrator

August 21, 2019

Christopher Berdnik Chief Financial Officer Pennsbury SD 134 Yardley Ave PO BOX 338 Fallsington, PA 19058

Dear Christepher:

Subject: PASBO Facilities Management & Transportation Conferences Presentation

On behalf of the Facilities and Transportation Committees and the PASBO Board of Directors, thank you for agreeing to share your expertise as a speaker for the Facilities Management & Transportation Conferences. We expect approximately 175 participants to be with us on October 24-25, 2019 at the Holiday Inn Harrisburg-Hershey in Grantville. We greatly value your contribution to PASBO's ongoing effort to enhance the quality of facilities management and transportation.

A copy of the tentative Conference Agenda is enclosed. As a speaker, we will enter a complimentary registration for you on the day of your presentation including breaks and meals. If you would like to attend the other day of the conference, please indicate your plans on the enclosed Speaker Details Form. We will register you for the additional day, and the single-day registration fee will apply. You will be responsible for your own lodging and travel. A room block has been reserved at the Holiday Inn Grantville until September 23. Room rates are Single or Double \$117; plus sales and occupancy taxes. To make a reservation, call 717-469-0661 and mention the PASBO Conference.

Please review the enclosed information and reply as requested:

- Sessions Descriptions review the format and set-up for the type of session you will present.
- Speaker Details Form complete the enclosed form to provide your requests for registration days; meals on the day of your presentation(s); special AV needs; and plans for handouts and return by September 14.
- Speaker Profile Form please provide any new or changed information by September 14. PASBO will register you using this form.
- Handouts –PASBO will be happy to make handouts available electronically to participants if originals are submitted by October 13.
- ***If you would like electronic forms to complete, please email a request to Kimber at kpierich@pasbo.org.

Please call me or Kimber with questions. We appreciate your support of this PASBO event! Though aris!

Sincerely.

න්. Wayne McCullough, PCSBA

Executive Director

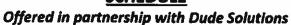
Kimberly A. Pierich, CMP

Professional Development Manager



PASBO FACILITIES, TRANSPORTATION, and SAFETY CONFERENCE & EXHIBITS

October 24-25, 2019 at the Holiday Inn Harrisburg/Hershey, Grantville SCHEDULE





(KEY: FD=Facility Directors; CS=Custodial Supervisors; DS=Dude Solutions; TR=Transportation)

Thursday, October 24:

(DS)

5:15 - 6:00 pm

| 5 00 ···· | |
|--|--|
| 8:00 am - 5:30 pm | Dude Solutions Computer Lab - <u>CAPITAL</u> |
| 8:30 - 9:00 am | Registration and Continental Breakfast - LOBBY |
| 9:00 – 9:05 am | PASBO Welcome and Announcements – <u>MAJESTIC I&II</u> |
| 9:05 – 10:30 am | Keynote Session – Dave Piper leadership topic |
| 10:30 –10:45 am | Break - MAJESTIC FOYER |
| 10:45 – 11:30 am | Firestorm Session - An open, facilitated discussion on the challenges you face. You set the agendal |
| | Facilities - Bill Brackett & Heath Dresch |
| | Transportation - Gail Eichelberger & Dave Lutz |
| 11:30 am - 12:15 pm | Networking Lunch |
| 12:15 – 3:00 pm 1:30 – 2:30 pm | Exhibits Open/Dessert in Exhibit Hall – <u>ROYALE FOYER, GRANDE & ROYALE BALLROOMS</u> Concurrent Seminars |
| (TR) | Special Needs Transportation: Legal Aspects and Driver Training – |
| | Wendy Arters, Chester County IU #24, Kim Colonna, McNees Wallace & Nurick LLC, Michele |
| | Porco, West Chester Area SD |
| (Safety) | Plans and Policies Survey and Top 5 Common Findings from Safety and Security Assessments |
| | Trp. Kevin Jancewicz, PA State Police |
| 3:00 - 4:00 pm | Concurrent Seminars |
| (FD)/(CS) | Employee Training: Best Practices |
| | Randy Buffington & Craig Boltz |
| (TR) | Changing Bell Schedules - |
| | Kenneth Batchelor & Amy Goldman, Radnor Twp. SD, Jeffrey Mummert, South Western SD |
| (Safety) | Possible Liabilities Related to School Safety and Security Issues (NOT CONFIRMED) |
| (DS) | An Ounce of Prevention Is Worth a Pound of Cure - Dude Solutions |
| 4:00 4:10 pm | Break - MAJESTIC FOYER |
| 4:10 - 5:10 pm | Concurrent Seminars |
| (FD) | Humidity Concerns in Schools - John Gunning, McClure Company |
| (CS) | The Why's of Cleaning: Utilizing Best Practices within the Educational Setting – |
| | Laurie Holmes, Americhem, Inc. |
| (Safety) | Top 25 Considerations for School Safety and Security |
| | Panel: William Brackett, Salisbury Twp. SD; Chris Berdnik, Pennsbury SD; Matt Shields, Central |
| | York SD; Mark Brooks, Radnor Twp. SD; Brian McCleary, South Eastern SD |
| (TR) Seminar: How to Lead a Transportation Department – looking long-term, include | |
| | for the future – Dave Lutz (unconfirmed) and Burt Blackburn, Emeritus |
| | |

Using FCAs and Data to Improve Business and Operations Planning – Dude Solutions

Networking Reception (for attendees only) - SALOON

Friday, October 25:

7:00 – 8:00 am Networking Breakfast – SALOON

8:00am – 1:00 pm Dude Solutions Computer Lab – <u>CAPITAL</u> 8:00 – 9:00 am General Session: Operation Morning Sunrise

(DS) Event Management & the Bottom Line: Recovering Costs and Engaging Your Community

Dude Solutions

9:10 – 10:10 am General Session: Operation Morning Sunrise (Continued)

(DS) NEED TITLE – Dude Solutions
10:10 – 10:25 am Break – GRANDE HALLWAY

10:25 am - 12:05 pm Mini-Seminar Tables (3 rotations of 30 minutes) -

Mini-seminar tables will provide a round-table discussion format with information presented by an industry leader and the opportunity to share ideas with your peers. Choose three tables from a wide selection of topics.

FACILITIES TABLES:

1) Project Planning and Building Redundancy – Bill Meiser

- Cost Savings through Resilient Floor Finish Wayne Birster (West Chester SD)
- 3) PA Certified School Facilities Manager Program Stephanie Stehman, PASBO
- 4) Underground Storage Tank Updates & New Regulations Barb Lippmann
- 5) Energy Savings Programs Dude Solutions
- 6) Recruiting and Retention Rich Krumrine, SOS Group
- 7) Awards of Excellence in School Facilities Andrew Rucker, PASBO
- 8) Wilkes University SBL and ABBA Programs TBD
- Supplying Field Technicians with Equipment Information via MMS with iPads & Smartphones Stanley Morgan, Tuscarora SD

TRANSPORTATION TABLES:

- 10) Software tips and tricks Transfinder
- 11) Software tips and tricks BusBoss
- 12) Software tips and tricks Versatran
- 13) PA Department of Transportation Current Events PennDOT
- 14) PA State Police: Q&A
- 15) Safe to Say Driver Training Karen Henry, Chris Gray
- 16) Homeless student transportation
- 17) Spotted Lantern Fly Department of Agriculture

SAFETY TABLES:

- 18) Act 44 & 67 Update/Q&A
- 19) NASRO Representative

12:05 pm Door Prizes (must be present to win); Safe Trip Home



PASBO FACILITIES, TRANSPORTATION, and SAFETY CONFERENCE & EXHIBITS

October 24-25, 2019
Holiday Inn Harrisburg/Hershey, Grantville



Offered in partnership with Dude Solutions

Description of Sessions

- Seminar Details Please refer to the agenda for session schedule, and allow time at the end of your presentation for questions. The room will be set classroom style and will include a laptop computer, digital projector and screen. We encourage the use of PowerPoint and relevant handout materials. Please email your final presentation to kpierich@pasbo.org by October 11 and bring a copy of your PowerPoint presentation on a USB flash drive.
- Great Ideas Details Five members share five ideas each one slide and one minute per idea. No long speeches or presentations, just an introduction to five ideas that are working for you, with a max of 60 seconds of description on each. Following the 25 minute presentation of all ideas, the audience will be invited to share additional ideas for the balance of session. The room will be set classroom style and will include a laptop computer, digital projector and screen. Submit your slides by October 11 to kpierich@pasbo.org so slides from all presenters can be compiled into one master presentation.
- Mini-Seminar Details Mini-seminars are presented in a round-table format, and the session is divided into three presentation segments of 30 minutes each. Presenters should prepare a brief presentation to be followed by discussion with those at your table. At the end of each presentation segment, participants will move to another table and you will repeat your presentation. No electrical-powered AV equipment can be accommodated at these presentations. You may bring a laptop computer operated on battery power, if you wish. PASBO will make handout materials available electronically if received by October 11.

Thank you for your participation!

PASBO Facilities, Transportation, & Safety Conference October 24-25, 2019 at the Holiday Inn Grantville Speaker Details Form

Please return to Kimber Pierich at kpierich@pasbo.org or fax 717-540-1796 by September 13. NAME: ___ SCHOOL DISTRICT/COMPANY: PLEASE REGISTER ME FOR THESE DAYS OF THE CONFERENCE (Any fees due will be invoiced) Just my Speaking Date (Comp on presentation day) Both days of the conference (Registration Fee for additional day will apply) MEALS - Thursday meals include Lunch & Reception - Friday meal is Breakfast only □ I plan to eat meals on the date I will be speaking ☐ I am speaking Thursday but will NOT be attending the Reception in the evening ☐ I will NOT be eating meals on the date I will be speaking **If attending an additional day, meals are automatically included** AUDIO VISUAL EQUIPMENT (SEMINARS ONLY) *AV not included for mini-seminars For seminars we encourage use of PowerPoint slides. PASBO will provide a podium, screen, laptop computer and digital projector. In addition, I am requesting: ☐ Sound Hook-up for Videos ☐ Internet access (needed if using YouTube videos) **HANDOUTS (CHECK ONE)** PASBO will make materials available electronically if received by October 11. We offer these suggestions to save energy and resources while still meeting the needs of our learners. o Include the event, date, location and complete speaker contact information in your handout. o For lengthy supporting documents available online, provide a link download. ☐ I will send an electronic copy of masters for black & white reproduction by October 11. (Send to kpierich@pasbo.org) □ I will bring an adequate number of handouts for the attendees and two copies for PASBO. (PASBO will notify speakers of expected attendance one week prior.)

□ I will not have handouts.



Pennsylvania Association of School Business Officials

2608 Market Place Harrisburg, PA 17110

Telephone 717-540-9551

www.pasbo.org

FAX 717-540-1796

SPEAKER PROFILE FORM

PLEASE FAX OR E-MAIL THIS FORM ASAP TO:

Kimber Pierich, E-mail: kpierich@pasbo.org or Fax: 717-540-1796

Please mark changes to be made

August 20, 2019

Christopher Berdnik
Chief Financial Officer
Pennsbury SD
134 Yardley Ave
PO BOX 338
Fallsington, PA 19058

WORK TELEPHONE:

HOME TELEPHONE:

CELL PHONE: (in case of on-site changes)

E-MAIL:

2-3 Sentences to be used for an introduction:

Kimber Pierich, E-mail: kpierich@pasbo.org or Fax: 717-540-1796



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

| TO: | Board | of | School | Directors |
|-----|--------------|----|--------|------------------|
| | | | | |

DATE: August 27, 2019

RE: Impact of new construction on student enrollment

I provide the following information:

| Office/Department | Financial Services | |
|----------------------------------|---|--|
| Item Attached | Document | |
| Description: | I was recently asked to prepare a rule of thumb guide to predict how many additional students Pennsbury School District might expect from new housing construction, should brand new development occur. The rates attached are expressed as students per 100 units. | |
| Cost | N/A | |
| Funds Allocated in | N/A | |
| Department Budget Account | N/A | |
| Budget Transfer Required | ☐ Yes ⊠ No | |
| Cabinet Discussion | ☐ Yes 🖾 No | |
| Solicitor Review for | Yes No N/A | |
| Contract/Agreement | Yes No N/A | |
| Anticipated Approval Date | N/A | |
| Other information: | | |

| Pennsbury School District | 8/26/2019 |
|---|-----------|
| Projected Student Enrollments per 100 New Units | |
| Average Number of Children in New Construction | |
| by Residential Development Type | |

| | Dov. 400 | School-Aged | % Public |
|------------------------|----------|-------------|----------|
| Housing Type | Per 100 | x 2/3 | 89.2% |
| Single-Family Detached | 62.4 | 41.6 | 37.1 |
| Manufactured | 53.2 | 35.5 | 31.7 |
| Single-Family Attached | 45.2 | 30.1 | 26.8 |
| Multifamily | 26.3 | 17.5 | 15.6 |

Sources:

(1) National Association of Home Builders 2017

http://eyeonhousing.org/2017/02/the-average-number-of-school-age-children-per-home/

(2) PDE Summary of Pupil Transportation Subsidy, May 2019

cmb



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue ● Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

| RE: | PSDLAF reports |
|-------|---------------------------|
| DATE: | August 27, 2019 |
| то: | Board of School Directors |
| | |

I provide the following information:

| Office/Department | Financial Services |
|---------------------------|--|
| Item Attached | Document |
| Description: | Attached please find recent reports from our primary depository, the Pennsylvania School District Liquid Asset Fund. |
| Cost | N/A |
| Funds Allocated in | N/A |
| Department Budget Account | 196 |
| Budget Transfer Required | ☐ Yes ⊠ No |
| Cabinet Discussion | ☐ Yes ☒ No |
| Solicitor Review for | Yes No N/A |
| Contract/Agreement | 163 NO N/A |
| Anticipated Approval Date | N/A |
| Other information: | |
| | |



Cash Flow Optimization (CFO) Report 2018-2019 Fiscal Year

Christopher Berdnik Pennsbury School District 134 Yardley Avenue Fallsington, PA 19058-0338

Dear Chris,

On behalf of PSDLAF we are pleased to provide your organization with an update of the Cash Flow Optimization (CFO) program for the 2018-2019 fiscal year.

PSDLAF is proudly sponsored by Pennsylvania Association of School Board Officials (PASBO) and Pennsylvania School Board Association (PSBA). The Fund has maintained Standard and Poor's (S&P) highest credit rating of AAAm since the foundation of the Fund.

PSDLAF has extensive experience working with public entities in Pennsylvania and currently serves 565 Settlors with assets reaching an all-time high of \$7,087,342,762.69 on October 26th, 2018.

CFO Advantage

Participants in the CFO Program receive the following benefits:

- An investment portfolio that is customized for each individual Settlor in concert with cash flow
- Experienced investment professionals provide recommendations based on the individual needs of the Settlor
- Continued monitoring of receipts and disbursements
- Liquidity to meet unexpected expenditures
- Keep 100% of funds invested 100% of the time

PSDLAF Protect - Full Banking Services

Your organization saved this amount on banking services by utilizing PSDLAF:

Total savings on banking fees over 18-19 Fiscal Year (July 2018 - June 2019) \$15,257.50





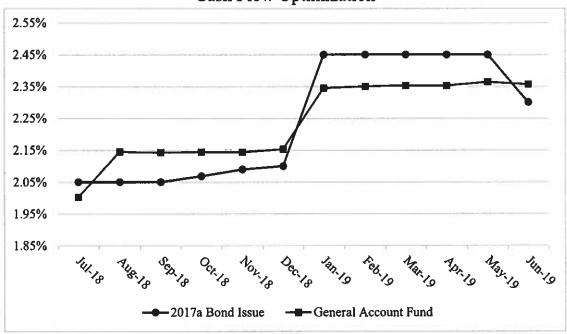


Cash Flow Optimization (CFO) Report 2018-2019 Fiscal Year

CFO Fiscal Year Performance

| Interest Earnings | | | | |
|----------------------|----------------|--|--|--|
| MAX \$217,443.52 | | | | |
| Fixed \$1,867,282.44 | | | | |
| Total: | \$2,084,725.96 | | | |





If you have any questions, or need additional information, please feel free to contact us at 866-548-8634, Option 2 or rbc-cmg@rbc.com

Thank you again for this opportunity to be of service.

Sincerely,

Team PSDLAF

This does not purport to be a complete statement of all material facts relating to securities mentioned and is for educational purposes only. The information contained, while not guaranteed as to accuracy or completeness, has been obtained from sources, which we believe to be reliable. Opinions expressed herein are subject to change without notice. This notice shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state in which said offer, solicitation or sale would be unlawful prior to registration or qualification under the securities law of any such state.







Pennsbury School District Report for 2018-2019 Cash Flow Optimization (CFO) July 31, 2019

Christopher Berdnik Pennsbury School District 134 Yardley Avenue Fallsington, PA 19058-0338

Dear Chris,

Thank you for selecting our team to meet your <u>2018-2019 Fiscal Cash Flow needs</u>. We appreciate your vote of confidence in our abilities and services, and are honored to be of service.

Your organization saved this amount on banking services by utilizing PSDLAF:

| Total savings on banking fees (June 2019): | \$1,439.22 |
|--|------------|
|--|------------|

Noted below is a detailed report of monthly interest and yields for your review.

| | PS | PSDMAX | | | Fixed Income | |
|--------------------------|--------------|--------|----------|--------|--------------|--------------------------|
| Account | <u>Yield</u> | Ear | rnings | Yield | <u> </u> | Earnings |
| General Fund | 2.060% | \$ 8 | 3,153.71 | 2.595% | \$ | 71,872.05 |
| Capital Improvement Fund | 2.060% | \$ | - 7.79 | 0.000% | \$ | |
| Accounts Payable | 2.060% | \$ 1 | ,960.48 | 0.000% | \$ | eller in e ca |
| Payroll Withholding | 2.060% | \$ | 175.13 | 0.000% | \$ | - |
| Federal Programs | 2.060% | \$ | 171.28 | 0.000% | \$ | #12 - (5) |
| Trust And Agency Funds | 2.060% | \$ | 232.46 | 0.000% | \$ | - |
| Payroll Account | 2.060% | \$ 2 | 2,857.11 | 0.000% | \$ | May testile in |
| 2017A Bond Issue | 2.060% | \$ 1 | ,583.99 | 2.300% | \$ | 1,701.37 |
| Total | E WEER | \$ 13 | 3,557.96 | | \$ | 71,872.05 |

As the fiscal year progresses, we'll continue to monitor the cash receipts and disbursements, and provide updates monthly.

If you need any additional information please feel free to give us a call at 866-548-8634 (option 2) or email rbc-cmg@rbc.com.

Sincerely,

Team PSDLAF

Yield is calculated using fixed rate investments (excludes MAX). This report is being provided for Informational and Educational Purposes Only.







PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue ● Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

| TO: | Board of School Directors |
|-------|---|
| DATE: | August 27, 2019 |
| RE: | Community Aquatics Program at Pennsbury High School |
| | . , |

I provide the following information:

| Office/Department | Partnership |
|--|---|
| Item Attached | Document |
| Description: | Attached please find the current Community Aquatics Program at Pennsbury High School brochure provided by the YMCA. |
| Cost | N/A |
| Funds Allocated in Department Budget Account | N/A |
| Budget Transfer Required | ☐ Yes ☒ No |
| Cabinet Discussion | ☐ Yes ☒ No |
| Solicitor Review for Contract/Agreement | ☐ Yes ☐ No ☑ N/A |
| Anticipated Approval Date | N/A |
| Other information: | |



Community Aquatics Program at Pennsbury High School

Thank you for joining YMCA of Bucks County Community Aquatics Program. We are pleased to offer you the opportunity to register for swim lessons and/or recreational swim both online or at our Welcome Center, located at our Fairless Hills branch, 601 South Oxford Valley Road, Fairless Hills, PA 19030.

Swim Lesson Information

See below for the list of swim lessons offered at Pennsbury High School Pool. All Pennsbury residents will pay **member pricing** for swim lessons whether you are a member of the Y or not. You can also <u>click here</u> to review the full brochure and swim level descriptions.

Location:

Pennsbury High School Pool 705 Hood Boulevard, Fairless Hills, PA 19030 Contact Dana Michalski at 215.949.3400, x24 or dmichalski@ymcabucks.org

| PRESCHOOL | WED | SAT | SUN |
|------------------------|-------------|--------------|--------------|
| 1. Water Acclimation | 5 & 6:15 PM | 9 & 10:20 AM | 12 & 1:10 PM |
| 2. Water Movement | 5 PM | 9 AM | 12 PM |
| 3. Water Stamina | 5 & 6:15 PM | 9 & 10:20 AM | 12 & 1:10 PM |
| 4. Stroke Introduction | 6:15 PM | 10:20 AM | 1:10 PM |

| SCHOOL-AGE | WED | SAT | SUN |
|------------------------|---------|----------|----------|
| 1. Water Acclimation | 5:30 PM | 9:35 AM | 12:35 PM |
| 2. Water Movement | 5:30 PM | 9:35 AM | 12:35 PM |
| 3. Water Stamina | 5:30 PM | 9:35 AM | 12:35 PM |
| 4. Stroke Introduction | 6:45 PM | 10:55 AM | 1:55 PM |
| 5. Stroke Development | 6:45 PM | 10:55 AM | 1:55 PM |

| 6. Stroke Mechanics | 6:45 PM | 10:55 AM | 1:55 PM | |
|----------------------|---------|----------|-----------|--|
| RECREATIONAL SWIM | | FRI | SAT | |
| Free to community | 7-9 PM | | 5-6:30 PM | |

PRICING

Parent/Child Lessons

6 mo-5 yrs | 30 minutes Member or Pennsbury resident \$64, Non-Member \$128

Preschool Lessons

Age 3-5 yrs | 30 minutes Member or Pennsbury resident \$64, Non-Member \$128

School-age Lessons

6-12 yrs | 40 minutes Member or Pennsbury resident \$69, Non-Member \$128

RECREATIONAL SWIM

We are pleased to share Recreational Swim will be FREE to the Pennsbury community during the following times:

Friday 7:00 PM-9:30 PM Saturday 5:00 PM-6:30 PM

Swim Lessons at our Fairless Hills branch

In further good news, if the time frames at Pennsbury High School pool are not convenient for you and/or your family, we are pleased to offer Pennsbury residents the opportunity to participate in swim lessons at our Fairless Hills branch, also at member pricing. To do this, you must contact Ali DeRosa, Director of Membership Engagement, at aderosa@ymcabucks.org.

To register online, please follow the instructions below. For more assistance, please contact the Welcome Center at $215.949.3400 \times 0$.

ONLINE ACCOUNT ACCESS

- 1. Visit our website www.ymcabucks.org
- 2. Click on MY ACCOUNT



3. Select one of three options to register:

Home / My Account

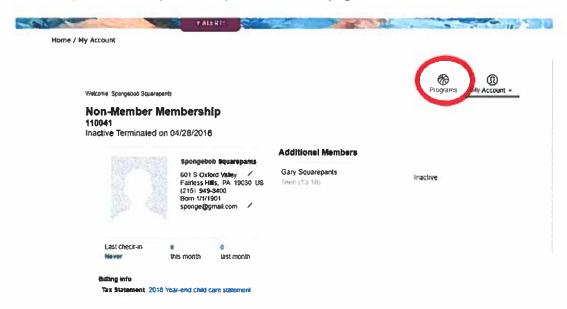
I want to sign in to my account I want to set up online access for I don't have an account, but I want my account to create one Email Address If you're a current or past member, or If you have If you've never been a member or enrolled in any of registered for programs in the past, but you our programs or classes, select this option to create haven't set up your online account, select this an online account. You can use your online account option to enable your online account. You can use to register for classes, programs and events. your online account to register for classes. programs and events Forgot your password?

I want to sign in to my account: Use this option if you already have an online account set up at the Y. This will require you to have an email address and password on file.

I want to set up online access for my account: This will allow you to create an online account as long as you are already listed in the Y system as non-member. The Welcome Center may have to reset password; call 215.949.3400 for assistance.

I don't have an account, but I want to create one: This is for people who are new to the Y and are not already listed in our system as a member or non-member.

4. Once you are set up in our system, the webpage will look like this:



- 5. To register for programs, click on the basketball icon marked PROGRAMS.
- 6. To view all Aquatics programs, look for tabs marked YOUTH DEVELOPMENT AQUATICS.
- 7. Enter promo code "PENFAM" to receive member pricing.



Pennsbury School District

Brad McCormick
Director of Technology
134 Yardley Avenue
P.O. Box 338
Fallsington, PA 19058-0338
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: 8/20/19

RE: BCIU RWAN Internet

I support the following request:

| Office/Department | Technology |
|--|--|
| Item Attached | BCIU RWAN Internet Quote |
| Description | Approves the renewal of RWAN Internet service from the BCIU at a cost not to exceed \$47,034.93 for the 2019-2020 school year. |
| Cost | \$47,034.93 |
| Funds Allocated in Department Budget Account | 10.2840.523.000.00.00 538 |
| Budget Transfer Required | No |
| Cabinet Discussion | No |
| Solicitor Review for Contract/Agreement | NA |
| Anticipated Approval Date | 9/19/19 |
| Other Information | Pennsbury uses the BCIU to provide 8000 Mbps of Guaranteed Bandwidth Internet Service for the school district. Additionally, this includes WAN, Network, and Admin Services. Figure includes E-rate discount already factored into bill. |

BUCKS COUNTY
INTERMEDIATE UNIT #22
705 NORTH SHADY RETREAT ROAD
DOYLESTOWN, PA 18901

PHONE: 215-348-2940x1512

FAX: 215-340-1964x

Customer Number: 12

PENNSBURY SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE 134 YARDLEY AVENUE

PO BOX 338

FALLSINGTON, PA 19058-0338

INVOICE:

1906/0275 Jun 30, 2019

Page of

ge 1 f 1

Service:

Date:

INTERNET SERVICES

Customer PO:

Customer Ph: 215 Terms: NET

215-428-4129 NET 30 DAYS

NET 50 D

Due Date:

Jul 30, 2019

Service Address:

PENNSBURY SCHOOL DISTRICT ATTN: ACCOUNTS PAYABLE

134 YARDLEY AVENUE

PO BOX 338

FALLSINGTON, PA 19058-0338

| Description | Qty | Unit Price | Total Price Tax |
|------------------|------|------------|-----------------|
| RWAN BILLING FOR | 1.00 | 47,034.93 | 47,034.93 N |

2018-2019 SCHOOL YEAR

SEE ATTACHMENT

RECEIVED
AUG 13 2019
Purchasing Department

PLEASE RETURN YELLOW COPY WITH PAYMENT. FOR QUESTIONS, PLEASE CONTACT KAREN DESIATO AT KDesiato@bucksiu.org or 215.348.2940 x1512

| Total Charges: Total Tax: | 47,034.93 0.00 | |
|------------------------------|-------------------|--|
| Total Invoice: | 47,034.93 | |
| | | |
| Payments: Adjustments: | 0.00 0.00 | |
| Total Due: | 47,034.93 | |
| | | |

Bucks County Intermediate Unit #22

705 N Shady Retreat Rd Doylestown, PA 18901 US licensing@bucksiu.org www.bucksiu.org

Invoice



BILL TO **BCIU RWAN**

Pennsbury School District

SHIP TO **BCIU RWAN** Pennsbury School District

INVOICE#

DATE

TOTAL DUE

DUE DATE

TERMS

551

07/08/2019

\$47,034.93

08/22/2019

Net 45

ENCLOSED

| SERVICE | DESCRIPTION | QTY | RATE | AMOUNT |
|------------------|---|-----|------------|------------|
| | RWAN AGREEMENT RATES July 1, 2018 - June 30, 2019 | | | 0.00 |
| WAN Services | Wide Area Network | 1 | 16,800.00 | 16,800.00 |
| Internet Access | Internet Access Service (8000 Mbps of Guaranteed Bandwidth) | 1 | 51,033.60 | 51,033.60 |
| Network Services | Network Services | 1 | 5,121.51 | 5,121.51 |
| E-rate Discount | E-rate Discount Applied - 50% | 1 | -28,895.37 | -28,895.37 |
| Admin Services | Administrative Services | 1 | 2,975.19 | 2,975.19 |
| | | | | 5 1 |

Subtotal: 47,034.93

BALANCE DUE

\$47,034.93



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: August 27, 2019

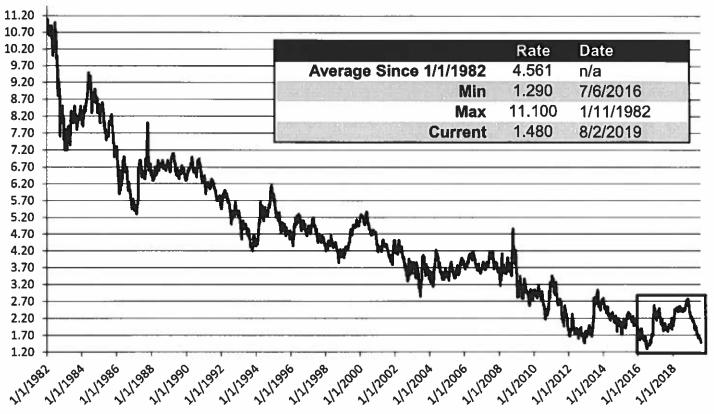
RE: Parameters resolution for refunding bond Series A of 2013 and Series A of 2014

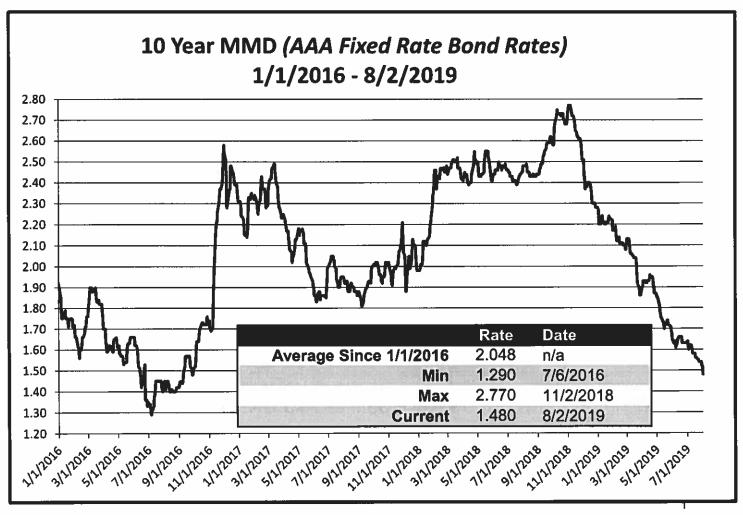
I support the following request:

| Office/Department | Financial Services |
|--|--|
| Item Attached | Document |
| Description: | Approves a parameters resolution for refunding bond Series A of 2013 and Series A of 2014. |
| Cost | N/A |
| Funds Allocated in Department Budget Account | N/A |
| Budget Transfer Required | ☐ Yes 🛛 No |
| Cabinet Discussion | |
| Solicitor Review for Contract/Agreement | Yes No N/A |
| Anticipated Approval Date | September 19, 2019 |
| Other information: | The actual parameters resolution will be provided by Bond Counsel for the September 19th meeting. A summary of the proposed transaction is attached. |

10 Year MMD (AAA Fixed Rate Bond Rates) 1/1/1982 - 8/2/2019









Pennsbury School District

Topics of Discussion August 8, 2019



I) 2019 Recap & Refinancing Plan Goals:

On April 4, 2019 the District completed Step 1 of the 2019 refinancing plan - refinancing its existing Series of 2014 Bonds for interest rate savings of \$792,120 (net of costs and state reimbursement).

Step 2 of the refinancing plan was to bring the Financing Team ("PFM Financial Advisors LLC, RBC Capital Markets, & Obermayer Rebmann Maxwell & Hippel LLP") back in the summer of 2019 to discuss the potential to refinance its outstanding Series A of 2013 Bond and Series A of 2014 Bonds.

II) Bank Qualified Current Refunding of the Series A of 2013 Bonds:

- ➢ Goal Realize interest rate savings
- Outstanding Series A of 2013 Par: \$4,010,000
- Call Date: February 1, 2019

III) Bank Qualified Current Refunding of the Series A of 2014 Bonds:

- Goal Realize interest rate savings
- Outstanding Series of 2014 Par: \$9,850,000
- > Call Date: February 1, 2020

IV) Review - Bank Qualified ("BQ") Considerations

- ♦ Holders of BQ bonds enjoy certain additional tax benefits, resulting in higher demand.
- BQ bonds typically have lower interest rates and a shorter call feature than non-BQ bonds.
- District has utilized this approach for previous bond issuances.

V) Review - Maximum Parameters Resolution:

Provisions of a maximum parameters resolution:

- Flexibility in the pricing date so that bonds are priced during favorable market conditions.
 - Eliminates the need to time the pricing of bonds with a board meeting date.
- Establishment of maximum par amount, interest rates, maturity dates, etc. which are typically higher than what is needed for actual pricing this creates flexibility to achieve best rates.
- A parameters resolution can be utilized for both new money and refinancing bond issues.
 - Traditionally a 2.00% savings of refunded par target.
- ♦ This is the same process the District has utilized for previous bond issuances.

* Outstanding as of August 2, 2019

1

| | ESTIMATED |
|-----------------------------|---|
| | SERIES OF 2019 |
| Series Refinanced | Series A of 2013 & Series A of 2014 |
| Bond Issue Par Amount | \$12,810,000 |
| Local Effort Savings | \$569,173 |
| avings as % of Refunded Par | 4.82% |
| Est. Settle Date | 11/4/2019 |
| | |

2 3 4 5

| Fiscal | Existing | Estimated | Ending |
|-----------|--|--------------|-------------|
| Year | Local | Local Effort | Local |
| Ending | Effort | Savings* | Effort |
| 6/30/2020 | 14,325,687 | 51,331 | 14,274,356 |
| 6/30/2021 | 14,248,789 | 50,689 | 14,198,100 |
| 6/30/2022 | 14,230,829 | 52,941 | 14,177,888 |
| 6/30/2023 | 13,889,887 | 52,610 | 13,837,277 |
| | the state of the s | | |
| 6/30/2024 | 13,924,177 | 53,847 | 13,870,330 |
| 6/30/2025 | 14,939,395 | 50,021 | 14,889,374 |
| 6/30/2026 | 14,934,050 | 50,764 | 14,883,286 |
| 6/30/2027 | 13,315,305 | 50,391 | 13,264,914 |
| 6/30/2028 | 13,303,545 | 53,490 | 13,250,055 |
| 6/30/2029 | 13,300,019 | 53,138 | 13,246,881 |
| 6/30/2030 | 13,310,861 | 49,950 | 13,260,911 |
| 6/30/2031 | 10,047,722 | | 10,047,722 |
| 6/30/2032 | 10,045,195 | | 10,045,195 |
| 6/30/2033 | 8,940,744 | | 8,940,744 |
| 6/30/2034 | 7,959,456 | | 7,959,456 |
| 6/30/2035 | 7,025,850 | | 7,025,850 |
| 6/30/2036 | 4,795,600 | | 4,795,600 |
| 6/30/2037 | 3,394,425 | | 3,394,425 |
| 6/30/2038 | Man Kallesbard | | |
| TOTAL | 205,931,538 | 569,173 | 205,362,365 |

^{*}Assumes current estimated market interest rates. Actual rates would be determined at time of pricing.

| Sonds to be Refunded Optional Redemption: February 1, 2019 | | | | | | | | | | |
|--|------------------|-------|------------|--------------|--------------|------------|--------------|--|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | |
| | | | | Semi-Annual | Fiscal Year | State | Local | | | |
| <u>Date</u> | <u>Principal</u> | Rate | Interest | Debt Service | Debt Service | <u>Aid</u> | Effort | | | |
| 2/1/2020 | | | 52,790.00 | 52,790.00 | 52,790.00 | 2,010.30 | 50,779.70 | | | |
| 8/1/2020 | 635,000 | 2.000 | 52,790.00 | 687,790.00 | | | | | | |
| 2/1/2021 | | | 46,440.00 | 46,440.00 | 734,230.00 | 27,960.33 | 706,269.67 | | | |
| 8/1/2021 | 665,000 | 2.300 | 46,440.00 | 711,440.00 | | | | | | |
| 2/1/2022 | | | 38,792.50 | 38,792.50 | 750,232.50 | 28,569.72 | 721,662.78 | | | |
| 8/1/2022 | 810,000 | 2.500 | 38,792.50 | 848,792.50 | | | | | | |
| 2/1/2023 | | | 28,667.50 | 28,667.50 | 877,460.00 | 33,414.69 | 844,045.31 | | | |
| 8/1/2023 | 845,000 | 3.000 | 28,667.50 | 873,667.50 | | | | | | |
| 2/1/2024 | | | 15,992.50 | 15,992.50 | 889,660.00 | 33,879.28 | 855,780.72 | | | |
| 8/1/2024 | 720,000 | 3.000 | 15,992.50 | 735,992.50 | | | | | | |
| 2/1/2025 | | | 5,192.50 | 5,192.50 | 741,185.00 | 28,225.18 | 712,959.82 | | | |
| 8/1/2025 | 335,000 | 3.100 | 5,192.50 | 340,192.50 | | | | | | |
| 2/1/2026 | | | | | 340,192.50 | 12,954.93 | 327,237.57 | | | |
| TALS | 4,010,000 | | 375,750.00 | 4,385,750.00 | 4,385,750.00 | 167,014.45 | 4,218,735.55 | | | |

PE% 13.39% (Temporary) AR% 28.44% (2018-2019)

Net 3.81% Effective Reimbursement

| • | PENNSBURY SCHOOL DISTRICT | | | | | | | | | | | |
|-------------------------------|---------------------------|----------------------------|------------------|-------|--------------|---------------|---------------|----------------|----------------|--|--|--|
| SERIES A OF Bonds to be Re | | | | | | | Ontional I | Redemotion: Fe | bruary 1, 2020 | | | |
| Bondo to Bo To | Cidilada | | | | | | Optionari | todompilom re | ordary 1, 2020 | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | | |
| | | | | | | Semi-Annual | Fiscal Year | State | Local | | | |
| <u>Date</u> | Principal | <u>Rate</u> | <u>Principal</u> | Rate | Interest | Debt Service | Debt Service | Aid | Effort | | | |
| 2/1/2020 | | | | | 156,531.25 | 156,531.25 | 156,531.25 | 9,793.85 | 146,737.40 | | | |
| 8/1/2020 | 5,000 | 2.500 | | | 156,531.25 | 161,531.25 | • | | · | | | |
| 2/1/2021 | | | | | 156,468.75 | 156,468.75 | 318,000.00 | 19,896.62 | 298,103.38 | | | |
| 8/1/2021 | 5,000 | 2.500 | | | 156,468.75 | 161,468.75 | | | | | | |
| 2/1/2022 | | | | | 156,406.25 | 156,406.25 | 317,875.00 | 19,888.80 | 297,986.20 | | | |
| 8/1/2022 | 5,000 | 2.500 | | | 156,406.25 | 161,406.25 | | | | | | |
| 2/1/2023 | | 60 | | | 156,343.75 | 156,343.75 | 317,750.00 | 19,880.98 | 297,869.02 | | | |
| 8/1/2023 | 5,000 | 2.500 | | | 156,343.75 | 161,343.75 | | | | | | |
| 2/1/2024 | | | | | 156,281.25 | 156,281.25 | 317,625.00 | 19,873.16 | 297,751.84 | | | |
| 8/1/2024 | 5,000 | 2.500 | | | 156,281.25 | 161,281.25 | | | | | | |
| 2/1/2025 | | | | | 156,218.75 | 156,218.75 | 317,500.00 | 19,865.34 | 297,634.66 | | | |
| 8/1/2025 | 20,000 | 3.000 | | | 156,218.75 | 176,218.75 | | | | | | |
| 2/1/2026 | | | | | 155,918.75 | 155,918.75 | 332,137.50 | 20,781.18 | 311,356.32 | | | |
| 8/1/2026 | 2,130,000 | 3.000 | | | 155,918.75 | 2,285,918.75 | | | | | | |
| 2/1/2027 | | | | | 123,968.75 | 123,968.75 | 2,409,887.50 | 150,781.84 | 2,259,105.66 | | | |
| 8/1/2027 | 2,480,000 | 3.250 | | | 123,968.75 | 2,603,968.75 | | | | | | |
| 2/1/2028 | | | | | 83,668.75 | 83,668.75 | 2,687,637.50 | 168,160.10 | 2,519,477.40 | | | |
| 8/1/2028 | 2,555,000 | 3.250 | | | 83,668.75 | 2,638,668.75 | | | | | | |
| 2/1/2029 | | | | | 42,150.00 | 42,150.00 | 2,680,818.75 | 167,733.47 | 2,513,085.28 | | | |
| 8/1/2029 | 600,000 | 3.000 | 2,040,000 | 3.250 | 42,150.00 | 2,682,150.00 | | | | | | |
| 2/1/2030 | | | | | | | 2,682,150.00 | 167,816.76 | 2,514,333.24 | | | |
| TOTALS | 7,810,000 |) | 2,040,000 | | 2,687,912.50 | 12,537,912.50 | 12,537,912.50 | 784,472.11 | 11,753,440.39 | | | |
| TOTAL PAR | 9,850,000 |) | | | | | | | | | | |
| DE0/ | 00 000/ | (Fation at a d) | | | | | | | | | | |
| PE% AR% | 22.00% 28.44% | (Estimated) (2018-2019) | | | | | | | | | | |
| Net | 6.26% | Effective Reim | nbursement | | | | | | | | | |

| PENNSBURY SO CALL AMOUNTS | | ICT | | | | | | | |
|------------------------------|---|-----|---|---|---|---|---|---|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

SERIES A OF 2013 Optional Redemption Date: February 1, 2019

| | AMOUNT TO CALL BONDS | | | | | | | | | | |
|-------------|----------------------|-----------|-----------------|-----------------|--|--|--|--|--|--|--|
| <u>Date</u> | <u>Principal</u> | Interest | Escrow Agent | <u>Required</u> | | | | | | | |
| 11/4/2019 | 4,010,000.00 | 27,274.83 | | 4,037,274.83 | | | | | | | |
| TOTALS | 4,010,000.00 | 27,274.83 | 0.00 | 4,037,274.83 | | | | | | | |

| SERIES A | OF 2014 | | | Attention | CHEST SET | Opti | onal Redempt | ion Date: Febi | ruary 1, 2020 |
|-------------|--------------|-------------|------------------------|--------------|--------------|--------|-----------------|----------------|----------------|
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | E | ESCROW REQU | <i>IIREMENTS</i> | | | ESC | ROW EARNIN | GS | |
| | | | _ | | | | | SETTLE | 11/4/2019 |
| <u>Date</u> | Principal | Interest | Escrow <u>Agent</u> | Required | <u>Par</u> | Coupon | <u>Earnings</u> | Cash Flow | <u>Balance</u> |
| 2/1/2020 | 9,850,000.00 | 156,531.25 | 1 | 0,006,531.25 | 9,955,681.00 | 2.120 | 50,850.87 1 | 0,006,531.87 | 0.62 |
| TOTALS | 9,850,000.00 | 156.531.25 | 0.00 1 | 0,006,531.25 | 9,955,681.00 | | 50,850.87 1 | 0,006,531.87 | |

| PENNSBURY SCHOOL DISTRICT | | | | | | | | | | |
|---------------------------|---|----------------------------|--|--------------------------|--------------------------|---------------|----------------|---------------|---------------|------------|
| SERIES A C | | | | | | | | | Settle | 11/4/2019 |
| REFUNDS | THE SERIES | S A OF 2013 | & SERIE | S A OF 2014 | | | | | Dated | 11/4/2019 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | Semi-Annual | Fiscal Year | State | Proposed | Existing | |
| <u>Date</u> | <u>Principal</u> | Coupon | <u>Yield</u> | Interest | Debt Service | Debt Service | Aid | Local Effort | Local Effort | Savings |
| 2/1/2020 | 35,000 | 1.200 | 1.630 | 119,895.67 | 154,895.67 | 154,895.67 | 8,709.15 | 146,186.52 | 197,517.10 | 51,330.58 |
| 8/1/2020 | 520,000 | 2.000 | 1.650 | 247,850.00 | 767,850.00 | | | | | |
| 2/1/2021 | | | | 242,650.00 | 242,650.00 | 1,010,500.00 | 56,816.25 | 953,683.75 | 1,004,373.05 | 50,689.30 |
| 8/1/2021 | 550,000 | 4.000 | 1.680 | 242,650.00 | 792,650.00 | | | | | |
| 2/1/2022 | | | | 231,650.00 | 231,650.00 | 1,024,300.00 | 57,592.17 | 966,707.83 | 1,019,648.97 | 52,941.14 |
| 8/1/2022 | 705,000 | 4.000 | 1.700 | 231,650.00 | 936,650.00 | | | | | |
| 2/1/2023 | | | | 217,550.00 | 217,550.00 | 1,154,200.00 | 64,895.91 | 1,089,304.09 | 1,141,914.32 | 52,610.23 |
| 8/1/2023 | 745,000 | 4.000 | 1.730 | 217,550.00 | 962,550.00 | 4 405 000 00 | 05.544.40 | 4 000 005 00 | 4 450 500 55 | 50.040.05 |
| 2/1/2024 | 005 000 | 4 000 | 4 700 | 202,650.00 | 202,650.00 | | 65,514.40 | 1,099,685.60 | 1,153,532.55 | 53,846.95 |
| 8/1/2024 2/1/2025 | 625,000 | 4.000 | 1.780 | 202,650.00 190,150,00 | 827,650.00 190,150.00 | | E7 226 70 | 960,573,30 | 1,010,594.48 | 50,021.18 |
| 8/1/2025 | 245,000 | 2.000 | 1.880 | 190,150.00 | 435,150.00 | | 57,226.70 | 900,573.30 | 1,010,094.40 | 50,021.16 |
| 2/1/2026 | 245,000 | 2.000 | 1.000 | 187,700.00 | 187,700.00 | | 35,020.29 | 587,829.71 | 638,593.90 | 50,764.19 |
| 8/1/2026 | 2,005,000 | 4.000 | 2.010 | 187,700.00 | | | 00,020.20 | 001,020.11 | 000,000.00 | 00,704.10 |
| 2/1/2027 | _,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | .,,,, | | 147,600.00 | 147,600.00 | | 131,585.43 | 2,208,714.57 | 2,259,105.66 | 50,391.09 |
| 8/1/2027 | 2,365,000 | 4.000 | 2.110 | 147,600.00 | 2,512,600.00 | _,, | | | | |
| 2/1/2028 | _,, | | | 100,300.00 | 100,300.00 | 2,612,900.00 | 146,912.60 | 2,465,987.40 | 2,519,477.40 | 53,490.00 |
| 8/1/2028 | 2,455,000 | 4.000 | 2.210 | 100,300.00 | 2,555,300.00 | | - | | | |
| 2/1/2029 | | | | 51,200.00 | 51,200.00 | | 146,552.76 | 2,459,947.24 | 2,513,085.28 | 53,138.04 |
| 8/1/2029 | 2,560,000 | 4.000 | 2.310 | 51,200.00 | 2,611,200.00 | | | | | |
| 2/1/2030 | | | | | | 2,611,200.00 | 146,817.02 | 2,464,382.98 | 2,514,333.24 | 49,950.26 |
| TOTALS | 12,810,000 | | | 3,510,645.67 | 16,320,645.67 | 16,320,645.67 | 917,642.66 | 15,403,003.00 | 15,972,175.94 | 569,172.94 |
| | | • | | | | | | | L | |
| DEW | 40 779/ | (Cation start) | | | | | | | | |
| PE% AR% | 19.77% 28.44% | (Estimated) (2018-2019) | | | | | Savings Alloc | ation | Amount | Percentage |
| A1570 | 20.4470 | (2010-2019) | | | | | School Distric | | 569,172.94 | 4.82% |
| Net | 5.62% | Effective Re | imhurea | mont | | | State's Share | to Stidie | 33,843.89 | 0.29% |
| ITGI | 3.02/0 | Phothise Va | 11111111111111111111111111111111111111 | 1110/10 | | | Total Savings | | 603,016.83 | 5.10% |
| | | | | | | | - v.c. variiga | | 000,010.00 | 0.1070 |

^{*}Assumes estimated rates. Actual rates determined at time of pricing.



Disclosures:

PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide or give a specific recommendation. Financial advisory services are provided by PFM Financial Advisors LLC and Public Financial Management Inc. Both are registered municipal advisors with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Investment advisory services are provided by PFM Asset Management LLC which is registered with the SEC under the Investment Advisers Act of 1940. Additional applicable regulatory information is available upon request. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC, a commodity trading advisor with the Commodity Futures Trading Commission, and a member of the National Futures Association. Consulting services are provided through PFM Group Consulting LLC. PFM financial modeling platform for strategic forecasting is provided through PFM Solutions LLC. For more information regarding PFM's services or entities, please visit www.pfm.com.

The information and any analyses contained in this presentation are taken from, or based upon, information obtained from the recipient or from publicly available sources, the completeness and accuracy of which has not been independently verified, and cannot be assured by PFM. The information and any analyses in these materials reflect prevailing conditions and PFM's views as of this date, all of which are subject to change. To the extent projections and financial analyses are set forth herein, they may be based on estimated financial performance prepared by or in consultation with the recipient and are intended only to suggest reasonable ranges of results. Opinions, results, and data presented are not indicative of future performance, Actual rates may vary based upon market conditions at the time of pricing. The printed presentation is incomplete without reference to the oral presentation or other written materials that supplement it. To the extent permitted by applicable law, no employee or officer of PFM's financial advisory business, nor any of PFM's affiliated companies, accept any liability whatsoever for any direct or consequential loss arising from negligence or from any use of this presentation or its contents. Any municipal financial product or financial strategy referenced may involve significant risks, including, but not limited to: market, interest rate, or credit risk, and may not be suitable for all clients. The ultimate decision to proceed with any transaction rest solely with the client.



Pennsbury School District

Brad McCormick
Director of Technology
134 Yardley Avenue
P.O. Box 338
Fallsington, PA 19058-0338
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: 8/20/19

RE: Crown Castle Fiber

I support the following request:

| Office/Department | Technology |
|--|---|
| Item Attached | Crown Castle Fiber Bill |
| Description | Approves the renewal of Crown Castle Fiber Services at a cost not to exceed \$79,174.16 for the 2019-2020 School Year. |
| Cost | \$79,174.16 |
| Funds Allocated in Department Budget Account | 10.2840.523.000.00.00 438 |
| Budget Transfer Required | Yes: Budget Transfer Request included for September Board Meeting to cover cost that was not pre-set for budget line. |
| Cabinet Discussion | No |
| Solicitor Review for Contract/Agreement | NA |
| Anticipated Approval Date | 9/19/19 |
| Other Information | Crown Castle Fiber formally Sunesys LLC provides the services for the District Fiber lines that carry the internet service to all of the buildings, which is necessary to provide reliable Internet access across the district. |



Bill To:

099514-0006727 728-0Statem-004 PENNSBURY SCHOOL DISTRICT 134 YARDI FY AVE

134 YARDLEY AVE FALLSINGTON, PA 19058 **Remittance for Invoice**

Customer ID:

Invoice Date:

B18997

Legacy ID:

1471494

invoice:

390055 08/01/2019

Due Date:

08/30/2019

Terms:

Net 30 Days



| Total Current Charges | | \$79,174.16 |
|---|-------------------|--------------------|
| Past Due Balance Upon Receipt Prior Balance | | 39,587.08 |
| Late Payment Charge | | -39,587.08 0.00 |
| | Grand Total (USD) | \$79,174.16 |

Wire / ACH Information:

JP Morgan Chase Bank Crown Castle Fiber LLC Acct #: 198710895

ABA #: 021000021

For Billing or Payment Inquiries:

Billing: fiberbilling7@crowncastle.com

Phone: (213) 204-7412 Fax: (724) 416-4057

Please include the remittance below with your mailed payment.

Thank you for your business.

Customer:

PENNSBURY SCHOOL DISTRICT

Customer ID:

B18997

Invoice:

390055

Total Amount Due (USD)

\$79,174.16

Amount Enclosed

\$

New York, NY 10087-1772

Crown Castle Fiber LLC

Please Remit Payments to:

PO Box 21772



Bill To:

PENNSBURY SCHOOL DISTRICT 134 YARDLEY AVE FALLSINGTON, PA 19058

Invoice

Customer ID:

B18997

Legacy ID:

1471494

Invoice: Invoice Date: 390055 08/01/2019

Due Date:

08/30/2019

Terms:

Net 30 Days



| Qty | SERVICE DESCRIPTION | NRC/ MRC | Billing Period Start Date | Billing Period End Date | Service Base Rate | Extended Amount |
|-----|--|-------------|---------------------------------|-------------------------------|----------------------|--------------------|
| 1 | Service #: S166205 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 866 Big Oak Rd 1st Floor Morrisville PA 19067 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| 1 | Service #: S164782 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 430 Trenton Rd 1st Floor Fairless Hills PA 19030 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| 1 | Service #: S164875 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 200 Lakeside Dr 1st Floor Levittown PA 19054 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| · | Service #: S166234 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 1939 Makefield Rd 1st Floor Morrisville PA 19067 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| | Service #: S165914 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 75 Unity Dr 1st Floor Fairless Hills PA 19030 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |



| Oty | SERVICE DESCRIPTION | NRC/ MRC | Billing Period Start Date | Billing Period End Date | Service Base Rate | Extended Amount |
|-----|--|-------------|---------------------------------|-------------------------------|----------------------|--------------------|
| 1 | Service #: S167302 Dark Fiber . Point to Point . Undetermined A: 185 Waiton Dr 1st Floor Morrisville PA 19067 Z: 401 Penn Valley Rd 1st Floor Levittown PA 19054 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| 1 | Service #: S163840 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 705 Hood Blvd 1st Floor Fairless Hills PA 19030 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| 1 | Service #: \$163871 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 608 S Olds Blvd 1st Floor Fairless Hills PA 19030 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| 1 | Service #: S163936 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 1524 Derbyshire Rd 1st Floor Morrisville PA 19067 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| - 8 | Service #: S161080 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 899 Oxford Valley Rd 1st Floor Yardley PA 19067 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| 1 | Service #: S163830 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 1523 Makefield Rd 1st Floor Morrisville PA 19067 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |
| | Service #: S170369 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 1873 Quarry Rd 1st Floor Morrisville PA 19087 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |





| Oty SERVICE DESCRIPTION | NRC / MRC | Billing Period Start Date | Billing Period End Date | Service Base Rate | Extended Amount |
|--|--------------|---------------------------------|-------------------------------|----------------------|--------------------|
| 1 Service #: S170348 Dark Fiber . Point to Point . Undetermined A: 185 Walton Dr 1st Floor Morrisville PA 19067 Z: 1625 Quarry Rd 1st Floor Morrisville PA 19067 | MRC | 07/01/2019 | 06/30/2020 | 482.15 | 5,785.80 |

Please Remit Payments to:

Crown Castle Fiber LLC PO Box 21772

New York, NY 10087-1772

Wire / ACH Information:

JP Morgan Chase Bank Crown Castle Fiber LLC Acct #: 198710895 ABA #: 021000021

Total Service Charges

75,215.40

State Gross Receipts/Excise 3,958.76 **Total Current Charges** \$79,174.16 Past Due Balance Upon Receipt 39,587.08 Prior Balance -39,587.08 Late Payment Charge 0.00

Grand Total (USD) Due Date: 08/30/2019 \$79,174.16

For Billing or Payment Inquiries:

Billing: fiberbilling7@crowncastle.com

Phone: (213) 204-7412 Fax: (724) 416-4057

Please remember to include invoice Number with your payment





August 1, 2019

Dear Valued Customer:

As of your August 1, 2019 invoice, the company name associated with your wire/ACH payments has been updated from Lightower Fiber Networks to Crown Castle Fiber LLC. Please note, a new W-9 is not required since Crown Castle Fiber LLC continues to be your service provider.

To ensure appropriate application of your payments, please consider the following:

 Update the company name listed for any new wire/ACH payments to Crown Castle Fiber LLC as reflected below.

JP Morgan Chase Bank Crown Castle Fiber LLC

Account Number: 198710895 ABA Number: 021000021

- Include both invoice number and the Customer ID number when providing remittance information.
- Add the <u>NoReply@crowncastle.my-ebill.com</u> email address to the safe sender list if you
 currently receive invoices via email to avoid these emails being blocked or filtered to spam.

If you have any questions regarding this change, please email us at FiberBilling@crowncastle.com.

We appreciate your business and look forward to serving you in the future.

Sincerely,

Crown Castle Fiber Billing Team





PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

DATE: August 13, 2019

RE: Debt Service Fund (40)

I support the following request:

| Office/Department | Financial Services | | | |
|--|--|--|--|--|
| Item Attached | N/A | | | |
| Description: | Approves a transfer of \$2.5 million from the General Fund (10) to the Debt Service Fund (40) to provide for payment of general long-term debt principal and interest. The Pennsylvania Local Government Unit Debt Act authorizes Pennsylvania public schools to maintain this fund. | | | |
| Cost | \$2.5 million | | | |
| Funds Allocated in Department Budget Account | Yes, function 5xxx | | | |
| Budget Transfer Required | ⊠ Yes □ No | | | |
| Cabinet Discussion | ⊠ Yes □ No | | | |
| Solicitor Review for Contract/Agreement | Yes No N/A | | | |
| Anticipated Approval Date | September 19, 2019 | | | |
| Other information: | Budgeting extra to build debt service capacity for future projects is not the same as assembling resources to smooth the transition to higher debt service levels. This transfer begins that journey. | | | |



Pennsbury School District

Brad McCormick

Director of Technology
134 Yardley Avenue
P.O. Box 338

Fallsington, PA 19058-0338

www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: 8/20/19

RE: Dude Solutions Work Order System

I support the following request:

| Office/Department | Technology |
|--|---|
| Item Attached | Dude Solutions Work Order System Bill |
| Description | Approves the renewal of Dude Solutions work order system for the IT and Maintenance Departments at a cost not to exceed \$29,460.84 for the 2019-2020 school year. |
| Cost | \$29,460.84 |
| Funds Allocated in Department Budget Account | 10.2840.523.000.00.00 650 |
| Budget Transfer Required | No |
| Cabinet Discussion | No |
| Solicitor Review for Contract/Agreement | NA |
| Anticipated Approval Date | 9/19/19 |
| Other Information | Dude Solutions provides the work order system, SchoolDude, utilized by the IT and Maintenance Departments. This web based system allows employees across the district to complete work order requests and for IT and Maintenance staff to see issues, organize and prioritize tickets, and provide updates on progress. |



Tax ID: 56-2174429 Phone: 877-868-3833

Email: accountsreceivable@dudesolutions.com

20119 2840 650 Invoice

Invoice #: INV-44443

Invoice Currency: USD

Invoice Date: 04/05/2019

Terms: Net 30 Due Date: 05/05/2019

Client ID: 6790

Please note our new Remittance Address below.

Bill To:

Pennsbury School District

Kevin Dorsey 134 Yardley Ave Fallsington, PA 19058 United States Ship To:

Pennsbury School District

Michael K. Dumin 134 Yardley Ave Fallsington, PA 19058 United States

PO #:

Reference:

| Description | Start Date | End Date | Qty | Unit Price | Amount |
|---------------------------------|------------|------------|-----|-------------|-------------|
| EventEssentials Pro | 07/01/2019 | 06/30/2020 | 1 | \$12,181.29 | \$12,181.29 |
| MaintenanceEssentials Pro | 07/01/2019 | 06/30/2020 | 1 | \$11,634.80 | \$11,634.80 |
| TechnologyEssentials - Incident | 07/01/2019 | 06/30/2020 | 1 | \$5,644.75 | \$5,644.75 |
| | | | | SUBTOTAL | \$29,460.84 |
| | | | | Sales Tax | \$0.00 |
| | | | | TOTAL | \$29,460.84 |

| TOTAL APPLIED | \$0.00 |
|---------------|-------------|
| TOTAL DUE | \$29,460.84 |
| | |

Need a copy of our W-9? Click here to get a copy from our SharePoint site.

TO PAY BY CHECK

Dude Solutions, Inc PO Box 936580 Atlanta, GA 31193-6580 TO PAY BY ACH/WIRE

Wells Fargo Bank, N.A. 420 Montgomery St. San Francisco, CA 94104 Account #: 4490322294

Routing #: 121000248 Swift #: WFBIUS6S TO PAY BY CREDIT CARD

Call (877) 868-3833, x3120



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: August 27, 2019

RE: FleetSoft fleet maintenance and inventory management software

I support the following request:

| Office/Department | Transportation |
|---------------------------|---|
| Item Attached | Document |
| Description: | Approves the implementation of FleetSoft fleet maintenance and inventory management software, at a first-year cost of \$7,864.00, with an annual maintenance fee thereafter of \$1,197.00. |
| Cost | \$7,864.00 1st year; \$1,197.00 thereafter |
| Funds Allocated in | 10-2700, Transportation supplies and fees technology |
| Department Budget Account | related (object 650) |
| Budget Transfer Required | ⊠ Yes □ No |
| Cabinet Discussion | Yes No |
| Solicitor Review for | ☐ Yes ☐ No ☒ N/A |
| Contract/Agreement | Tes No NA |
| Anticipated Approval Date | September 19, 2019 |
| Other information: | This version includes integration with Zonar (GPS) and Gasboy (fueling). The product is used by Neshaminy and Bristol Township in their operations. Management by spreadsheet is not practical with 131 busses. |



QUOTE

Remit to:

6009 W Parker Road, Suite 149-250, Plano, TX 75093

Number

AAAQ2400

Date

Jul 16, 2019

t. 469-200-4522 f. 847-741-9740

Prepared For

Pennsbury School District Derek Cesari

134 Yardley Avenue PO Box 338

Fallsington, PA 19058

Your Sales Rep

Kurt Claussner

972-587-7123

kurt.claussner@fleetsoft.com

VISA







Phone 215-428-4166

E-Mail dcesari@pennsburysd.org

Terms P.O. Number Ship Via

| Line | Qty | Description | Unit Price | Ext. Price |
|-------|----------|---|------------|------------|
| 1 | 1 | Fleetsoft 11 Professional Plus - 250 Assets Software | \$3,995.00 | \$3,995.00 |
| 2 | 2 | Fleetsoft 11 Professional Plus - 250 Assets Add'l User License | \$995.00 | \$1,990.00 |
| 3 | 1 | Annual Maintenance & Support @ 20% / Year Note: Required 1st Year, Optional Thereafter Includes: Toll Free Phone Support Free E-mail Support Free Maintenance Releases Free Updates to Current Software Version Free Major Version Upgrades | \$1,197.00 | \$1,197.00 |
| 4 | 1 | Bar Code Printer (without USB printer cable) | \$329.00 | \$329.00 |
| 5 | 1 | Bar Code Printer USB Cable (approx. 10 ft in length) | \$15.00 | \$15.00 |
| 6 | 1 | Bar Code Scanner (Wired) Kit (includes wired scanner, USB cable and Stand). | \$179.00 | \$179.00 |
| 7 | 1 | Piggyback Bar Code Labels (1 case, 5700 labels, 12 rolls) | \$159.00 | \$159.00 |
| Pacur | ina Am | nounts: | SubTotal | \$7,864.00 |
| recui | ilig All | iounts. | Tax | \$0.00 |
| | | * | Shipping | \$0.00 |
| | \$119 | 7.00 Billed Yearly | Total | \$7,864.00 |

Payment Options

| Se | lect | your | preferred | paymeni | t option / | purchase | terms*; |
|----|------|------|-----------|---------|------------|----------|---------|
|----|------|------|-----------|---------|------------|----------|---------|

| L | j | Credit | Card | Purchase | (purcnase a | amount \$7 | , 864.00), | [plus \$1,1! | 97.00 annually |
|---|---|--------|------|----------|-------------|------------|-------------------|--------------|----------------|
| | | | | | | | | | |

To proceed with this estimate, please sign and fax to 847-741-9740. If you need further assistance, or want to make changes, please call 800-980-2555. Thank you for the opportunity to serve you.

| Signature | Date |
|-----------|------|
|-----------|------|

^[] Terms Purchase (purchase amount \$7,864.00), [plus \$1,197.00 annually]



Free trial available at www.fleetsoft.com

Fleet Maintenance & Inventory Management Software

Since 1996, FleetSoft has helped organizations around the world efficiently manage their fleets and substantially reduce operating costs. FleetSoft is a complete fleet management solution. The software is available as a cloud-based subscription or client-server solution. With FleetSoft you gain a scalable solution that can grow with your needs.

Features

Work Orders – Monitor every work order performed and easily access each vehicle's service and parts history.

PM Scheduling – Automatic PM tracking keeps you on top of each vehicle's scheduled maintenance.

Parts Inventory – Know real-time quantities of each part and reports to you what parts need to be re-ordered.

Parts Warranty – Save thousands by being flagged when a part is under warranty while adding it to a work order.

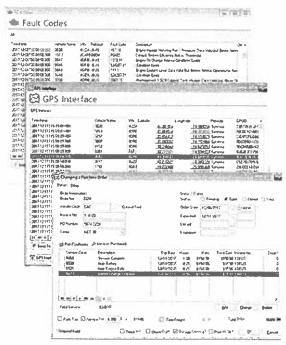
Reported Problems – Log problems reports on each vehicle and automatically inform technicians about it when making a work order.

Other Features – Vehicle Parts and Service History, Fuel Tracking, Fuel System Interface, Licensing and Permits, Driver License Management, Tire Tracking, Daily Logs, Miscellaneous Expense Tracking, Core Tracking, Vehicle Warranty Tracking, Purchase Orders, Parts Cross Reference, Export to Excel, Bar Coding, MS-SQL Server Database, Multi-Sites Support, Customer Invoicing, Employee Timecard.

Add-On Features

GPS Telematics Interface – Seamlessly receive your GPS system's data into FleetSoft to update odometer readings, record mileage logs and even view fault codes. Supported systems include: OnCommand Connection, Zonar, GEOTAB, Synovia Solutions, Forward Thinking, Transics, Keep Truckin', GPS Insight, Nextrag (more coming soon).

QuickBooks® Interface - Convert Fleetsoft customer invoices to QuickBooks invoices.



Money Saving Features

- Warranty Recovery
- Maximize Inventory Investment
- Extend Unit Life
- Save Money by Reducing Fuel and Tire Costs
- Increase Mechanic Productivity
- Boost Unit Uptime
- Centralize Control of Fleet Costs



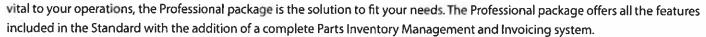
Available Packages

FleetSoft offers four packages structured to meet the demands of any type of fleet maintenance facility.

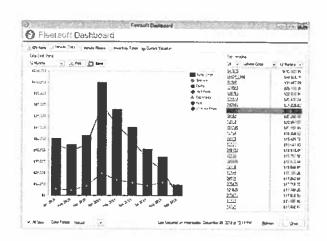
Standard – A perfect solution for those who do not keep an extensive parts inventory or outsource all maintenance and keep records of the repairs made and operating costs. Work Orders, Preventive Maintenance Scheduling, Vehicle Warranties, Service and Parts history, E-mail reminders and other key features assist in maintaining an efficient operation.

Standard Plus – Includes everything in Standard package plus eight additional modules (Fuel, Fuel Interface, Reported Problems, Licensing & Permits, Enhanced Employee Records, Tires, Driver Logs, and Vehicle Expenses) to help manage your fleet more efficiently.

Professional – An ideal solution if services are performed in-house and a parts inventory is kept on location. If organizing your inventory is



Professional Plus – Includes everything in Professional package plus eight more additional modules (Fuel, Fuel Interface, Reported Problems, Licensing & Permits, Enhanced Employee Records, Tires, Driver Logs, and Vehicle Expenses) to help manage your fleet more efficiently.



Testimonials

"FleetSoft software is a user friendly program, having a small fleet under 25 vehicles it enables us to keep track of service and parts of these vehicles with ease. One of my concerns when purchasing this new program was how was I going to get the information from the previous program into the new one, without having to spend countless hours typing the data in, the people at FleetSoft made this very easy for our company by exporting everything in the previous program to their program. Work orders now are all done by this program and then printed out saving lots of time hand writing them, keeping up on daily maintenance has been easier since this program tracks it for us. The people at FleetSoft check with us frequently to see how the program is going and if they can help with anything, which makes us feel important and not just a number."

Helen Miner, North Warren Central School District, Chestertown, NY. FleetSoft customer since 1998.

"FleetSoft strives to help its customers meet the high demands of today's fleet operations by providing fleet managers the most comprehensive Fleet Maintenance Solution to meet the demands of their fleet. Fleetsoft has been very responsive to our business needs. They have worked very closely with us to identify solutions and structure them in an easy way for our maintenance."

Ron Halley, VP of Fleet - Student Transportation of America, 13,500+ vehicles



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue ● Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

| TO: | Board of School Directors |
|-------|--------------------------------------|
| DATE: | September 9, 2019 |
| RE: | PDE-3086 Center for Student Learning |

I support the following request:

| Office/Department | Food Service | | | | |
|---------------------------|---|--|--|--|--|
| Item Attached | Document | | | | |
| Description: | Approves PDE-3086 Agreement to Sell Meals to the Center for Student Learning Charter School, at an estimated gross revenue of \$80,080. | | | | |
| Cost | Gross revenues of \$80,080 include a slight margin | | | | |
| Funds Allocated in | Fund F1 Food Sandico | | | | |
| Department Budget Account | Fund 51, Food Service | | | | |
| Budget Transfer Required | Yes No | | | | |
| Cabinet Discussion | Yes No | | | | |
| Solicitor Review for | Yes No N/A | | | | |
| Contract/Agreement | TES NO N/A | | | | |
| Anticipated Approval Date | September 19, 2019 | | | | |
| Other information: | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333
www.education.pa.gov

Agreement to Sell or Purchase Meals From Sponsor to Sponsor

(PDE-3086)

Between

Center for Student Learning Charter School 122-09-000-1 This Sponsor participates in: (Check all that apply) Summer Food Service Child and Adult Care School Nutrition Program (SFSP) Food Program (CACFP) Programs (SNP) (Purchaser) and **Pennsbury School District** 122-09-820-2 This Sponsor participates in: (Check all that apply) **Summer Food Service** Child and Adult Care School Nutrition Program (SFSP) Food Program (CACFP) Programs (SNP) (Seller)

July 1, 2019 through June 30, 2020

Any Sponsor selecting to purchase meals from another Sponsor must prepare an agreement utilizing this document which may not be re-typed or changed in any way. Addendums to the original agreement are not permitted.

Agreement Page

This agreement is made between the Sponsor purchasing meals, hereafter referred to as the Purchaser, and the Sponsor selling the meals, hereafter referred to as the Seller. A Sponsor is a sponsor in any of the Child Nutrition Programs (CNPs), such as the National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP). This agreement shall not be used between a Sponsor and a Food Service Management Company (FSMC).

All parties certify that he/she shall operate in accordance with all applicable State and Federal regulations governing the CNPs.

This agreement shall be in effect from July 1, 2019 through June 30, 2020. This agreement may only be for a one-year period and cannot contain guaranteed renewal clauses.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative the day and year.

| Center for Student Learning Charter School | Pennsbury School District |
|---|---|
| Name of Purchaser | Name of Seller |
| Cirly Rogers | |
| Signature (in blue ink only) of Authorized | Signature (in blue ink only) of Authorized |
| Representative for Purchaser | Representative for Seller |
| Printed Name of Authorized Representative for | T.R. Kannan |
| Printed Name of Authorized Representative for | Printed Name of Authorized Representative for |
| Purchaser | Seller |
| Business Office Continuent | School Board President |
| Title | Title |
| 9/6/19 | |
| Date Signed by Purchaser | Date Signed by Seller |
| Christer Cartolaro | |
| Witness Signature (in blue ink only) | Witness Signature (in blue ink only) |
| Christen Cartolano | |
| Printed Name of Witness | Printed Name of Witness |

Terms and Conditions

A. General Information

- 1. This agreement is entered into for the purpose of purchasing meals for the operation of a nonprofit food service program for Center for Student Learning Charter School that will be supplied by Pennsbury School District according to the terms of this agreement.
- 2. This agreement is used for the Seller that prepares, cooks, and packages unitized or bulk-form meals, with or without milk, at their own facilities. Seller delivers meals ready-to-eat or heat to the site(s) determined by the Purchaser or the Purchaser picks meals up from the Seller. The Seller shall not provide the Purchaser with on-site staff or provide assistance with other administrative aspects of the CNPs.
- 3. If the Seller contracts with a FSMC, the Purchaser and their sites must have been included in the Request for Proposal (RFP). If added after the RFP was awarded (initial year contract), the Division of Food and Nutrition (DFN) must evaluate if adding the Purchaser/site will constitute a material change to the contract between the FSMC and the Seller. The Seller's FSMC shall not provide the Purchaser with on-site staff or provide assistance with other administrative aspects of the CNPs.
- 4. The Seller shall procure all products and services used to prepare meals in accordance with all applicable Federal and State regulations.
- 5. It is agreed by the parties hereto that there are no other considerations, favors, promises, or interests passing between the parties other than what is expressly stated in this agreement.
- 6. All parties certify that all terms and conditions within this agreement shall be considered a part of the agreement as is incorporated therein.

B. Meal Requirements

1. The Seller will provide meals/snacks, inclusive or exclusive of milk, in accordance with this agreement and the Federal regulations and policies applicable to the USDA CNPs.

3. The meals/snacks, inclusive or exclusive of milk, will conform to the meal pattern or milk in

2. It is agreed that the Purchaser and the Seller will utilize the same meal pattern in accordance with the applicable CNPs.

| | accordance with the requirements for the following CNPs (check all that apply): |
|----|--|
| | School Breakfast Program (SBP) (Title 7 CFR Part 220) |
| | National School Lunch Program (NSLP) (Title 7 CFR Part 210) |
| | Afterschool Snack Program (ASP) (Title 7 CFR Part 210) |
| | Special Milk Program (SMP) (Title 7 CFR Part 215) |
| | Child and Adult Care Food Program (CACFP) (Title 7 CFR Part 226) |
| | Summer Food Service Program (SFSP) (Title 7 CFR Part 225) |
| 4. | Meals will be Inclusive of milk. |
| 5. | Meals will be provided to the Purchaser in the following manner: (check all that apply) |
| | ☑ Unitized (individual) meals. |
| | In bulk quantities. Seller to provide written instructions listing the planned portion size to be served of each food component to meet the meal pattern requirements and any heating or cooling instructions. |

| • | Seller will provide (check all that apply): | |
|---|---|--|
| | ☐ Trays | ■ Safe Transportation Containers |
| | Serving Utensils, i.e. Spoons,Tongs, Ladles | Cleaning of Safe Transportation Containers |
| | ⊠ Eating Utensils | Cooler(s) |
| | ○ Condiments | ☐ Cleaning of Cooler(s) |
| | Disposable Paper Supplies, including but not limited to paper plates, napkins, and cups | |
| | Other: Specify | |

- 7. Meals must be delivered in food-grade containers approved by the local or state health departments that maintain the proper temperatures of food.
- 8. Seller will provide Purchaser with menus at a minimum of one weeks in advance of the first date listed on the menu. The menus must meet requirements established in Title 7 CFR Part 210, 215, 220, 225, and 226, as appropriate. Purchaser reserves the right to periodically suggest menu changes within the Seller's suggested food cost range throughout the agreement period.
- 9. Meals/snacks will be delivered or made available daily or other mutually agreed upon period in accordance with the appropriate menu cycle (21-day menus for NSLP, SBP, and ASP; 11-day menu for SFSP). Menu changes may be made only when agreed upon by both parties. When an emergency situation exists, which might prevent the Seller from delivering or offering a specified meal/snack component, the Seller shall notify the Purchaser immediately so substitutions can be agreed upon.
- 10. No payment will be made to the Seller for meals that are spoiled or unwholesome at the time of delivery or pick up, do not meet detailed specifications as developed by the Purchaser for each food component in the meal pattern, or do not otherwise meet the requirements of this agreement.
- 11. The Seller shall not deliver nor bill for incomplete, damaged, or spoiled meals/snacks. The Seller will provide adequate refrigeration or heating to ensure the wholesomeness of food in accordance with state and/or local health codes. Upon delivery or pick up it is the Purchaser's responsibility to maintain adequate refrigeration or heating.
- 12. The Seller shall deliver the meals/snack(s) to site(s) at the specified site location(s) at the delivery time(s) listed on Attachment A, Site Information, unless there is a schedule change agreed to by both parties. If the Purchaser is picking up, then the meals/snack(s) shall be ready at the time specified on Attachment A, unless there is a schedule change agreed to by both parties.
- 13. The Seller shall provide a delivery slip with the date and number of meals/snack(s) delivered or picked up. The Purchaser's authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals. The Seller shall only bill the Purchaser for these meals/snacks.
- 14. The Purchaser shall notify the Seller of any modifications and substitutions in meals for students/children whose disabilities restrict their diet. Meal modifications and substitutions shall be made on a case-by-case basis and must be supported by a medical statement with the required information when the modification or substitution cannot be made within the Program meal pattern. Meal substitutions or modifications may result in a different price, to which both parties must agree. There will be no additional charge to the student/child for such substitutions or modifications.
- 15. The Purchaser will order meals/snacks inclusive or exclusive of milk on a weekly basis notifying the Seller one days days preceding the week of delivery or pick up. Orders will include totals for each site and each type of meal/snack inclusive or exclusive of milk.
- 16. The Purchaser reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of two hours of delivery or pick up time.

- 17. The Purchaser reserves the right to add or delete sites and provide one (1) week's written notice to the Seller. If a site is added, the Seller would need to agree to the change. Either party reserves the right to cancel the agreement and provide 30 days notice.
- 18. The Seller agrees to supply meals/snacks, inclusive or exclusive of milk, to the Purchaser for the prices as described in Attachment B, Price Per Meal Rates.
- 19. Any costs incurred under this agreement that does not meet the requirement of regulations are unallowable costs.

C. Certifications

- 1. If the Purchaser is a sponsor of the NSLP, then the Seller shall comply with the Buy American provision for agreements involving the purchase of food, Title 7 CFR §210.21 (d). The Seller shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. The Seller shall certify the percentage of U.S. content in the products supplied to the Purchaser. The Purchaser reserves the right to review Seller purchase records to ensure compliance with the Buy American provision.
- 2. The Seller shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 3. The Seller shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, Title 41 CFR Part 60.
- 4. For agreements in excess of \$100,000, the Seller shall comply with Sections 3702 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §3701-3708, as supplemented by the Department of Labor Regulations, Title 29 CFR Part 5. Under Section 3702 of the Act, the Seller shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty hours in any work week.
- 5. The Seller agrees that state and/or local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures following Hazard Analysis Critical Control Point (HACCP) guidelines.
- 6. The Seller shall maintain state and/or local health certifications for any facility in which it prepares meals and shall maintain their health certification for the duration of the contract.
- 7. The Purchaser shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Pennsylvania Department of Education (PDE), DFN and the USDA regarding CNPs.

D. Records

- 1. The Seller will maintain full and accurate records pursuant to the provisions of Federal regulations that the Purchaser requires to meet record keeping responsibilities on a calendar month basis (supported by invoices, receipts, or other records), and shall promptly submit itemized monthly invoices and daily delivery receipts to the Purchaser. These records are to be kept at the Purchaser's site.
- 2. The Seller shall provide meal allergen information and standardized recipes upon request by the Purchaser.
- 3. The Seller shall maintain production records for the School Nutrition Programs (SNP). The records must show how the meals provided contribute to the required food components in order to be creditable. Records and supporting documentation (recipes, manufacturer formulation statement, Child Nutrition label, etc.) shall be provided to the Purchaser. The Seller may maintain this

information for the Purchaser, under the Purchaser's name, in the PrimeroEdge Menu Planning system.

- 4. The Seller agrees to retain the records required by the Purchaser for a period of three (3) years after the end of the fiscal year to which they pertain (or longer if an audit is in progress). Upon request, the Seller shall make available all accounts and records pertaining to the program to representatives of PDE, USDA and/or the Office of the Inspector General and General Accounting Office for audit and/or administrative review purposes at a reasonable time and place.
- 5. This agreement shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
- 6. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- 7. The Seller and Purchaser shall regard any silence, absence, or omission from agreement specifications concerning any point as meaning that only the best commercial practices prevail. The Seller shall use materials (e.g., food, supplies, etc.) and workmanship of a quality normally specified by the Purchaser.
- 8. In the event of the Seller's nonperformance under this agreement and/or the violation or breach of the agreement terms, the Purchaser shall have the right to pursue administrative, contractual, and legal remedies against the Seller and shall have the right to seek appropriate sanctions and penalties.

E. Additional Information

The Sponsor may add any additional items that need to be covered in the agreement.

If the services of the FSMC are to begin after the start of the school year (July 1) or the start of the program year (October 1) and the beginning contract term date is later than July 1 or October 1, respectively, enter the beginning contract term date under this section. The ending contract term date will always be June 30 or September 30, respectively.

Do not repeat any items/specifications outlined above.

Enter Additional Information Here

Agreement to Sell or Purchase Meals from Sponsor to Sponsor Price Per Meal Rates

| Center for Student Learning Charter School | Pennsbury School District |
|--|---------------------------|
| urchaser Name: | Seller Name: |

Instructions: Indicate whether the Seller will be providing meals inclusive or exclusive of milk.

Indicate whether meals shall be delivered in Unitized or Bulk form.

Complete the Estimated Daily Servings and Serving Days Per Year for each Meal Type.

Complete the Unit Price for each Meal Type, as applicable.

Indicate whether Seller will provide meals/snacks inclusive or exclusive of milk to the Purchaser:

Inclusive of milk

The Seller agrees to supply meals/snacks to the Purchaser for the prices listed below:

| Estimated Total | 526,026 - | - ', \$ | \$54,054- | - / , \$ | \$ | - \$ | - | - | - | - | \$ - \$ | - | - \$ | - | \$ - | - 080.0X s |
|------------------------------------|-----------|----------|-----------|----------|--------|----------|----------|---|---|---|------------|---|------|---|---------|-----------------------------|
| Unit Price | \$ 2.20 | | \$ 3.30 | | | | | | | | | | | | | Grand Total of Agreement \$ |
| Estimated Serving Days Per Year | 182 | • | 181 | | | | | | | | | | | | | Grand |
| Estimated Daily Servings | 65 | , | 96 | | | | | | | | | | | | | |
| Unitized or Bulk Form | Mritized | | Unitied | | | | | | | | | | | | | |
| Meal Type | Breakfast | AM Snack | Lunch | PM Snack | Supper | PM Snack | | | | | | | | | | |

Revised April 2, 2019



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue ● Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

| TO: | Board | of School | Directors |
|-----|-------|-----------|-----------|
| | | | |

DATE: August 13, 2019

RE: PDE-3086 Life Works

I support the following request:

| Office/Department | Food Service |
|--|---|
| Item Attached | Document |
| Description: | Approves PDE-3086 Agreement to Sell Meals to the Life Works Day School in Levittown, at an estimated gross revenue of \$29,700. |
| Cost | Gross revenues of \$29,700 include a slight margin |
| Funds Allocated in Department Budget Account | Fund 51, Food Service |
| Budget Transfer Required | ☐ Yes ☒ No |
| Cabinet Discussion | ☐ Yes ☒ No |
| Solicitor Review for Contract/Agreement | Yes No N/A |
| Anticipated Approval Date | September 19, 2019 |
| Other information: | |

Agreement to Sell or Purchase Meals From Sponsor to Sponsor



Reference Instructional Document before completing

This Agreement is only completed when both parties are sponsors of Child Nutrition Programs (CNPs).

PDE-3086 Revised April 2, 2019



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333
www.education.pa.gov

Agreement to Sell or Purchase Meals From Sponsor to Sponsor

(PDE-3086)

Between

LifeWorks Day School 123 Apple Tree Dr. Levittown, Pa 19055

This Sponsor participates in: (Check all that apply)

| | F | |
|-------------|----------------------|---|
| \boxtimes | School Nutrition | |
| _ | Programs (SNP) | |
| Ш | Child and Adult Care | |
| _ | Food Program (CACFP) | |
| | Summer Food Service | |
| | Program (SFSP) | |
| | | (Purchaser) |
| | | and |
| | This Sp | Pennsbury School District onsor participates in: (Check all that apply) |
| \boxtimes | | |
| | Programs (SNP) | |
| Ш | Child and Adult Care | |
| _ | Food Program (CACFP) | |
| Ш | Summer Food Service | |
| | Program (SFSP) | |
| | | (Seller) |
| | | |

Revised May 3, 2019

Any Sponsor selecting to purchase meals from another Sponsor must prepare an agreement utilizing this document which may not be re-typed or changed in any way. Addendums to the original agreement are not permitted.

Agreement Page

This agreement is made between the Sponsor purchasing meals, hereafter referred to as the Purchaser, and the Sponsor selling the meals, hereafter referred to as the Seller. A Sponsor is a sponsor in any of the Child Nutrition Programs (CNPs), such as the National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP). This agreement shall not be used between a Sponsor and a Food Service Management Company (FSMC).

All parties certify that he/she shall operate in accordance with all applicable State and Federal regulations governing the CNPs.

This agreement shall be in effect from Choose Year. This agreement may only be for a one-year period and cannot contain guaranteed renewal clauses.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative the day and year.

| LifeWorks Day School | Pennsbury School District |
|--|---|
| Name of Purchaser | Name of Seller |
| Signature (in blue ink only) of Authorized Representative for Purchaser | Signature (in blue ink only) of Authorized Representative for Seller |
| | T.R. Kannan |
| Printed Name of Authorized Representative for Purchaser | Printed Name of Authorized Representative for Seller |
| | School Board President |
| Title | Title |
| Date Signed by Purchaser | Date Signed by Seller |
| Witness Signature (in blue ink only) | Witness Signature (in blue ink only) |
| Printed Name of Witness | Printed Name of Witness |

Terms and Conditions

A. General Information

- 1. This agreement is entered into for the purpose of purchasing meals for the operation of a nonprofit food service program for LifeWorks Day School that will be supplied by Pennsbury School District according to the terms of this agreement.
- 2. This agreement is used for the Seller that prepares, cooks, and packages unitized or bulk-form meals, with or without milk, at their own facilities. Seller delivers meals ready-to-eat or heat to the site(s) determined by the Purchaser or the Purchaser picks meals up from the Seller. The Seller shall not provide the Purchaser with on-site staff or provide assistance with other administrative aspects of the CNPs.
- 3. If the Seller contracts with a FSMC, the Purchaser and their sites must have been included in the Request for Proposal (RFP). If added after the RFP was awarded (initial year contract), the Division of Food and Nutrition (DFN) must evaluate if adding the Purchaser/site will constitute a material change to the contract between the FSMC and the Seller. The Seller's FSMC shall not provide the Purchaser with on-site staff or provide assistance with other administrative aspects of the CNPs.
- 4. The Seller shall procure all products and services used to prepare meals in accordance with all applicable Federal and State regulations.
- 5. It is agreed by the parties hereto that there are no other considerations, favors, promises, or interests passing between the parties other than what is expressly stated in this agreement.
- 6. All parties certify that all terms and conditions within this agreement shall be considered a part of the agreement as is incorporated therein.

B. Meal Requirements

- 1. The Seller will provide meals/snacks, inclusive or exclusive of milk, in accordance with this agreement and the Federal regulations and policies applicable to the USDA CNPs.
- 2. It is agreed that the Purchaser and the Seller will utilize the same meal pattern in accordance with the applicable CNPs.

| 3. | The meals/snacks, inclusive or exclusive of milk, will conform to the meal pattern or milk in accordance with the requirements for the following CNPs (check all that apply): |
|----|--|
| | School Breakfast Program (SBP) (Title 7 CFR Part 220) |
| | National School Lunch Program (NSLP) (Title 7 CFR Part 210) |
| | Afterschool Snack Program (ASP) (Title 7 CFR Part 210) |
| | Special Milk Program (SMP) (Title 7 CFR Part 215) |
| | ☐ Child and Adult Care Food Program (CACFP) (Title 7 CFR Part 226) |
| | ☐ Summer Food Service Program (SFSP) (Title 7 CFR Part 225) |
| 4. | Meals will be Inclusive of milk. |
| 5. | Meals will be provided to the Purchaser in the following manner: (check all that apply) |
| | ☐ Unitized (individual) meals. |
| | In bulk quantities. Seller to provide written instructions listing the planned portion size to be served of each food component to meet the meal pattern requirements and any heating or cooling instructions. |

6.

| Selle | r will provide (check all that apply): | |
|-------------|--|-----|
| | Trays | |
| | Serving Utensils, i.e. Spoons, Tongs, Ladles | |
| \boxtimes | Eating Utensils | |
| | Condiments | |
| | Disposable Paper Supplies, including but not limited to paper plates, napkins, and cups | |
| \boxtimes | Safe Transportation Containers | |
| | Cleaning of Safe Transportation Containers | |
| | Cooler(s) | |
| | Cleaning of Cooler(s) | |
| | Other: Specify | |
| | s must be delivered in food-grade containers approved by the local or state health department naintain the proper temperatures of food. | ıts |

- 7.
- 8. Seller will provide Purchaser with menus at a minimum of one weeks in advance of the first date listed on the menu. The menus must meet requirements established in Title 7 CFR Part 210, 215, 220, 225, and 226, as appropriate. Purchaser reserves the right to periodically suggest menu changes within the Seller's suggested food cost range throughout the agreement period.
- 9. Meals/snacks will be delivered or made available daily or other mutually agreed upon period in accordance with the appropriate menu cycle (21-day menus for NSLP, SBP, and ASP; 11-day menu for SFSP). Menu changes may be made only when agreed upon by both parties. When an emergency situation exists, which might prevent the Seller from delivering or offering a specified meal/snack component, the Seller shall notify the Purchaser immediately so substitutions can be agreed upon.
- 10. No payment will be made to the Seller for meals that are spoiled or unwholesome at the time of delivery or pick up, do not meet detailed specifications as developed by the Purchaser for each food component in the meal pattern, or do not otherwise meet the requirements of this agreement.
- 11. The Seller shall not deliver nor bill for incomplete, damaged, or spoiled meals/snacks. The Seller will provide adequate refrigeration or heating to ensure the wholesomeness of food in accordance with state and/or local health codes. Upon delivery or pick up it is the Purchaser's responsibility to maintain adequate refrigeration or heating.
- 12. The Seller shall deliver the meals/snack(s) to site(s) at the specified site location(s) at the delivery time(s) listed on Attachment A, Site Information, unless there is a schedule change agreed to by both parties. If the Purchaser is picking up, then the meals/snack(s) shall be ready at the time specified on Attachment A, unless there is a schedule change agreed to by both parties.
- 13. The Seller shall provide a delivery slip with the date and number of meals/snack(s) delivered or picked up. The Purchaser's authorized representative or his/her designee must sign the delivery slip and verify the condition of the meals. The Seller shall only bill the Purchaser for these meals/snacks.
- 14. The Purchaser shall notify the Seller of any modifications and substitutions in meals for students/children whose disabilities restrict their diet. Meal modifications and substitutions shall be made on a case-by-case basis and must be supported by a medical statement with the required information when the modification or substitution cannot be made within the Program meal pattern.

- Meal substitutions or modifications may result in a different price, to which both parties must agree. There will be no additional charge to the student/child for such substitutions or modifications.
- 15. The Purchaser will order meals/snacks inclusive or exclusive of milk on a weekly basis notifying the Seller **one** days preceding the week of delivery or pick up. Orders will include totals for each site and each type of meal/snack inclusive or exclusive of milk.
- 16. The Purchaser reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of **two** hours of delivery or pick up time.
- 17. The Purchaser reserves the right to add or delete sites and provide one (1) week's written notice to the Seller. If a site is added, the Seller would need to agree to the change. Either party reserves the right to cancel the agreement and provide 30 days notice.
- 18. The Seller agrees to supply meals/snacks, inclusive or exclusive of milk, to the Purchaser for the prices as described in Attachment B, Price Per Meal Rates.
- 19. Any costs incurred under this agreement that does not meet the requirement of regulations are unallowable costs.

C. Certifications

- 1. If the Purchaser is a sponsor of the NSLP, then the Seller shall comply with the Buy American provision for agreements involving the purchase of food, Title 7 CFR §210.21 (d). The Seller shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. The Seller shall certify the percentage of U.S. content in the products supplied to the Purchaser. The Purchaser reserves the right to review Seller purchase records to ensure compliance with the Buy American provision.
- 2. The Seller shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- 3. The Seller shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, Title 41 CFR Part 60.
- 4. For agreements in excess of \$100,000, the Seller shall comply with Sections 3702 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §3701-3708, as supplemented by the Department of Labor Regulations, Title 29 CFR Part 5. Under Section 3702 of the Act, the Seller shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty hours in any work week.
- 5. The Seller agrees that state and/or local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures following Hazard Analysis Critical Control Point (HACCP) guidelines.
- 6. The Seller shall maintain state and/or local health certifications for any facility in which it prepares meals and shall maintain their health certification for the duration of the contract.
- 7. The Purchaser shall be legally and financially responsible for the conduct of the food service and shall ensure compliance with the rules and regulations of the Pennsylvania Department of Education (PDE), DFN and the USDA regarding CNPs.

D. Records

1. The Seller will maintain full and accurate records pursuant to the provisions of Federal regulations that the Purchaser requires to meet record keeping responsibilities on a calendar month basis (supported by invoices, receipts, or other records), and shall promptly submit itemized monthly invoices and daily delivery receipts to the Purchaser. These records are to be kept at the Purchaser's site.

- 2. The Seller shall provide meal allergen information and standardized recipes upon request by the Purchaser.
- 3. The Seller shall maintain production records for the School Nutrition Programs (SNP). The records must show how the meals provided contribute to the required food components in order to be creditable. Records and supporting documentation (recipes, manufacturer formulation statement, Child Nutrition label, etc.) shall be provided to the Purchaser. The Seller may maintain this information for the Purchaser, under the Purchaser's name, in the PrimeroEdge Menu Planning system.
- 4. The Seller agrees to retain the records required by the Purchaser for a period of three (3) years after the end of the fiscal year to which they pertain (or longer if an audit is in progress). Upon request, the Seller shall make available all accounts and records pertaining to the program to representatives of PDE, USDA and/or the Office of the Inspector General and General Accounting Office for audit and/or administrative review purposes at a reasonable time and place.
- 5. This agreement shall be construed under the laws of the Commonwealth of Pennsylvania. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the Commonwealth of Pennsylvania.
- 6. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- 7. The Seller and Purchaser shall regard any silence, absence, or omission from agreement specifications concerning any point as meaning that only the best commercial practices prevail. The Seller shall use materials (e.g., food, supplies, etc.) and workmanship of a quality normally specified by the Purchaser.
- 8. In the event of the Seller's nonperformance under this agreement and/or the violation or breach of the agreement terms, the Purchaser shall have the right to pursue administrative, contractual, and legal remedies against the Seller and shall have the right to seek appropriate sanctions and penalties.

E. Additional Information

The Sponsor may add any additional items that need to be covered in the agreement.

If the services of the FSMC are to begin after the start of the school year (July 1) or the start of the program year (October 1) and the beginning contract term date is later than July 1 or October 1, respectively, enter the beginning contract term date under this section. The ending contract term date will always be June 30 or September 30, respectively.

Do not repeat any items/specifications outlined above.

Enter Additional Information Here

Agreement to Sell or Purchase Meals from Sponsor to Sponsor Site Information

| LifeWorks Day School | Pennsbury School District |
|----------------------|---------------------------|
| Purchaser Name: | Seller Name: |

Instructions: Complete Site Name, Address, Contact Person, Contact Phone Number, Serving Time of each Meal, Number of Servings per Day, Availability Time, and Availability Method.



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: August 27, 2019

RE: PlanCon H for Series A of 2017 for the Pennwood Middle School, Project #3814

I support the following:

| Office/Department | Financial Services |
|---|---|
| Item Attached | Document |
| Description: | Approves submission to the Pennsylvania Department of Education of PlanCon H documents for the Series A of 2017 for the Pennsbury School District's, Pennwood Middle School, Project #3814. |
| Cost | N/A |
| Funds Allocated in Department Budget Account | N/A |
| Budget Transfer Required | ☐ Yes 🛛 No |
| Cabinet Discussion | ☐ Yes ⊠ No |
| Solicitor Review for Contract/Agreement | Yes No N/A |
| Anticipated Approval Date | N/A |
| Other information: | PlanCon H is project financing. |



Kimmie Zedalis Director of Financial Services Pennsbury School District 134 Yardley Avenue, P.O. Box 338 Fallsington, Pennsylvania

Dear Kimmie,

Enclosed please find a copy of the PlanCon H documents for the Series A of 2017 for the Pennsbury School District's, Pennwood Middle School, Project #3814.

The Microfilm of Final Drawings and Specifications as well as the Certification on H04 were previously submitted for this project and do not need resubmitted.

The PlanCon page H01 needs to be executed for the project and the enclosed PlanCon H packet can then be forwarded to the following address:

Mr. Jim Grant
Division of School Facilities
Pennsylvania Dept. of Education
333 Market Street, 4th Floor
Harrisburg, PA 17126-0333

Please fax or email a copy of the fully executed H01 page to my attention for my records. If you have any questions, please do not hesitate to call.

Sincerely,

Jamie L. Doyle

Managing Director

PART H: PROJECT FINANCING BOARD TRANSMITTAL

| DIST | RICT/CTC: | Pennsbury School | District | COUNTY: E | Bucks |
|------|-----------------------------|--|--|---|------------------------------|
| PRJT | BLDG NAME: | Pennwood Middle | School | PROJECT #:_ | 3814 |
| | ALL PRJTS CTC | PAGE # | | | |
| | X | н02 | Project Financing | | |
| | X | н03 | Summary of Source | s and Uses of Funds | |
| | <u> </u> | սsl y։§ե ւbmitted | Microfilm Certifi | cation By Architect | |
| | X | | Payment Schedule | for Issue/Note | |
| | X | | | lution Authorizing F Form of Bond/Note) | inancial Transaction |
| | <u>X</u> | | Signed Bond/Note | | Completed and Signed |
| | n/a | | Signed Lease Agre | ement <u>or</u> Loan Agreem | ent |
| | n/a | | Signed Swap Trans | action Confirmation, | if applicable |
| | XPreviou | ısly Submitted | Microfilm of Fina | l Drawings and Speci | fications |
| | n/a | | | Quarterly/Semi-Annua ate Issues Only) | l Payments |
| | n/a | | CTC Articles of A | greement | |
| The | financial cons | ultant for fi | nancing method #1 | | SOFS LLC |
| The | _ | | nere are any quest | ions about Series of | 2017A is: |
| | Jamie Doyle, Manag | ging Director Consultant's Name and P | osition | (717) 232-2723 Phone Number | (717) 232-8610 Fax Number |
| | financial cons | | | et Street, Harrisburg, PA 1710 | |
| The | financial cons | ultant's e-ma | il address is: | doylej@pfm.com | |
| The | financial cons | ultant for fi | nancing method #2 | | ame of Company or Firm |
| The | person to be o | contacted if t | nere are any quest | ions about Series of | is: |
| The | Financial cons | Consultant's Name and Rultant's addr | | Phone Number | Fax Number |
| The | financial cons | ultant's e-ma | il address is: | | |
| | architectural architect for | | | Remington Vernick & Beach I | Engineers |
| | Thomas S. Beach, 8 | PE Executive Vice-P | resident | 610-940-1050 | 610-940-1161 Fax Number |
| The | architect's ad | | 922 Fayette Street, Cons | *************************************** | |
| The | architect's e- | mail address | is: Tom.Bea | ch@rvb.com | <u> </u> |
| The | Kimmie Zedalis, Dir | strator to be ector of Financial Se | ervices | are any questions a (215) 428-4127 Phone Number | bout Part H is: |
| The | school adminis | | | kzedalis@pennsburysd.org | |
| | | | d materials were a ation by board act | pproved for submissi | on to the |
| | | | BOARD ACTION DATE: | | |
| | VOTING | : AYE | YAN | ABSTENTIONS | ABSENT |

Signature. Board Segretary

Board Secretary's Name, Printed or Typed

| | | PR | PROJECT FINANCING | INANCIN | <u>ا</u> | | | | | | ŀ | | | | | Т |
|------------------------------|--------|-------------|--------------------------|------------|----------|--|--|--------|--------|--------|----------|------------|--------|-------|------|---|
| District/CTC: | | | Project Name | : | | | | | | | Pro | Project #: | | ; | | |
| Pennsbury School District | | | Pennwood Middle School | /iddle Sch | loor | | | | | | \dashv | | 88 | 3814 | | |
| | | PERMA | PERMANENT FINANCING ONLY | ANCING | ONLY | | | | | | | | | | | |
| FINANCING METHOD | YEAR | · | NUMBER | LIST | THE OTH | LIST THE OTHER REIMBURSABLE PLANCON PROJECTS FINANCED BY THIS METHOD | BURSABI | E PLAN | CON P | ROJECI | S FIN | IANCEI |) BY 1 | M SIH | ETHO | |
| _ 1 | ISSUED | TOTAL ISSUE | YEARS | | | BY PRO | BY PROJECT NUMBER OR PROJECT BUILDING NAME | MBER (| OR PRO | JECT 1 | UILDI | NG NO | | | | Т |
| #1: General Obligation Bonds | 2017A | \$9,555,000 | 18 | , | | | | | | Ī | | | | | | |
| #2: | | | | | | | | | | | | | | | | |
| #3: | | | | | | 122 | | | | | | | | | | |
| ‡ † | : | | | | | | ļ | | | | | | | | | |
| TOTAL: | x x x | \$9,555,000 | x x | × | × | × | × | × | × | × | × | × | × | × | × | × |
| NOTES: | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | İ | l | | | ı |

PLANCON-H02

| SUMMARY OF SOURCES AND USES OF FUNDS | | | | | | | |
|--|-------------------------|------------------|----------|--|--|--|--|
| District/CTC: | Financing Name: | | | | | | |
| Pennsbury School District Pennwood Middle School | | | | | | | |
| REPORT TO T | HE PENNY - DO NOT RO | UND | | | | | |
| | SERIES: 2017A | SERIES: | SERIES: | | | | |
| | CLOSING DATE: 12/7/2017 | CLOSING DATE: | DATE: | | | | |
| | | | | | | | |
| SOURCES: | 9,555,000.00 | | | | | | |
| Bond Issue (Par) Net Original Issue Discount/Premium | 120,541.85 | | | | | | |
| Accrued Interest | 120,041.00 | | | | | | |
| Other Sources of Funds (Specify) | | | | | | | |
| (Exclude Anticipated Interest Earnings) | | ļ | | | | | |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| TOTAL - Sources of Available Funds | 9,675,541.85 | 1 | | | | | |
| USES: | 3,073,041.03 | | | | | | |
| Deposit to Construction Fund | 9,516,840.85 | | | | | | |
| Issuance Costs: | | | | | | | |
| 1. Underwriter Fees | 66,885.00 | | | | | | |
| 2. Bond Insurance | | | | | | | |
| 3. Bond Counsel | 33,750.00 | | | | | | |
| 4. School Solicitor | 5,000.00 | | | | | | |
| 5. Financial Advisor | 28,500.00 | | <u>.</u> | | | | |
| 6. Paying Agent/Trustee Fees | | | | | | | |
| and Expenses | 1,250.00 | | | | | | |
| 7. Capitalized Interest | | | | | | | |
| 8. Printing | 8,700.00 | | | | | | |
| 9. Rating Fees | 12,600.00 | | | | | | |
| 10. Computer Fees | | | | | | | |
| 11. CUSIP | 516.00 | | | | | | |
| 12. Internet Auction Administrator | 1,500.00 | | | | | | |
| 13. Underwriter's Counsel | 1,500.00 | | | | | | |
| 14 | | | | | | | |
| Total - Issuance Costs | 158,701.00 | | | | | | |
| Accrued Interest | | <u> </u> | | | | | |
| Other Uses of Funds (Specify) | | | | | | | |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4. | | | | | | | |
| TOTAL - USES OF AVAILABLE FUNDS | 9,675,541.85 | <u> </u> | | | | | |
| | | | | | | | |

PENNSBURY SCHOOL DISTRICT

\$9,555,000 GENERAL OBLIGATION BONDS, SERIES A OF 2017

DISPOSITION OF FUNDS 12/07/2017

RECEIPTS AT CLOSING

| Par Amount | 9,555,000.00 |
|------------------------|--------------|
| Original Issue Premium | 120,541.85 |
| Underwriter's Discount | (66,885.00) |

Wire from RBC Capital Markets

| tino non reso capital mande | | 0, |
|--|-----------------------|--------------|
| TOTAL RECEIPTS | | 9,608,656.85 |
| DISBURSEMENTS AT CLOSING | | |
| Obermayer Rebmann Maxwell & Hippel LLP Bond Counsel Fee Expenses | 30,000.00 3,750.00 | 33,750.00 |
| Rudolph Clarke, LLC Solicitor Fee | 5,000.00 | 5,000.00 |
| PFM Financial Advisors LLC Financial Advisory Fee Word Processing & Formatting | 28,500.00 7,500.00 | 36,000.00 |
| Moody's Investor Services Rating Fee | 12,600.00 | 12,600.00 |
| McNees Wallace & Nurick LLC Underwriter's Counsel | 1,500.00 | 1,500.00 |
| McElwee & Quinn OS Printing | 1,200.00 | 1,200.00 |
| Standard and Poor's Corporation CUSIP | 516.00 | 516.00 |
| Bank of New York Mellon Paying Agent | 1,250.00 | 1,250.00 |
| TOTAL EXPENSES PAID AT CLOSING | | 91,816.00 |
| Deposit to Construction Fund | | 9,516,840.85 |

TOTAL DISBURSEMENTS AT CLOSING

PSDLAF

9,608,656.85

Previously Submitted MICROFILM CERTIFICATION BY ARCHITECT

| strict/CTC: | Pennsbury School District | County: Bucks | |
|--|---|---|---|
| ool Name: | Pennwood Middle School | Project #: | 3814 |
| and techn knowledge specifica the gener | tions include all construction | certify to the best of my icrofilm of the final drawings and drawings and related documents for and other prime contracts, except | |
| | | Thomas S. Beach, PE Executive Vice-Pre | |
| | Signature, Architect | Attitude 3 Manie, Filmon of 19 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| Remington Ve | ernick & Beach Engineers, 922 Fayette Street, | | te |
| | Alchitectural Film 5 Name and Au | 1655 | |
| | | | |
| | COMPLETE THIS SECTION FOR ASBE | STOS ABATEMENT (IF APPLICABLE) | |
| | chitect/engineer for the above | | |
| | ical school for said project, I and belief that the enclosed m | icrofilm of the final drawings and | |
| specifica | tions include all construction | drawings and related documents for | |
| the <u>asbes</u> | tos abatement prime contract av | arded for this project. | |
| | | | |
| | Signature, Architect/Engineer | Architect/Engineer's Name, Printed o | or Typed |
| | | | |
| | | | |
| | | Da Da | |

District/AVTS **Pennsbury School District** PDE LEASE # (PDE Use Only) Financing 9,555,000 Name: General Obligation Bonds, Series A of 2017 Total Bond Issue: **Dated Date:** 7-Dec-2017 Settlement Date: 7-Dec-2017 Original Issue Premium: 120,541.85 STATE PERIOD PAYMENT PRINCIPAL **PRINCIPAL** RATE INTEREST **OUTSTANDING TOTAL** FISCAL YR DATE **TOTAL** (7/1 - 6/30)9,555,000.00 376.320.79 295.000.00 0.950 81,320.79 376,320.79 4/1/2018 9.260.000.00 447,000.00 10/1/2018 8,940,000.00 320,000.00 1.000 127,000.00 4/1/2019 8,940,000,00 125,400.00 125,400.00 572,400.00 275,000.00 1.500 125,400.00 400,400.00 10/1/2019 8,665,000.00 123,337.50 123,337.50 523,737.50 4/1/2020 8,665,000.00 8,385,000.00 280,000.00 1,500 123,337.50 403,337.50 10/1/2020 121,237.50 121,237.50 524,575.00 4/1/2021 8,385,000.00 416,237.50 10/1/2021 8.090.000.00 295,000.00 1,500 121,237.50 4/1/2022 8,090,000.00 119,025.00 119.025.00 535,262.50 5,000,00 1,650 119,025.00 124,025.00 10/1/2022 8,085,000.00 243,008.75 118,983.75 4/1/2023 8,085,000.00 118,983,75 2,000 123,983,75 10/1/2023 8,080,000.00 5,000.00 118,983.75 118,933.75 118,933.75 242,917.50 4/1/2024 8,080,000,00 8,075,000.00 5,000.00 2.000 118,933.75 123,933.75 10/1/2024 118,883.75 118,883.75 242,817.50 8,075,000.00 4/1/2025 123,883.75 2.000 10/1/2025 8,070,000.00 5,000.00 118,883.75 118,833.75 118,833.75 242,717.50 8,070,000.00 4/1/2026 353,833.75 2,000 118,833.75 10/1/2026 7,835,000.00 235,000.00 116,483,75 470,317.50 4/1/2027 7,835,000.00 116,483,75 361,483,75 10/1/2027 7,590,000.00 245,000.00 2,150 116,483.75 113,850.00 4/1/2028 7,590,000,00 113,850.00 475,333.75 7,340,000.00 250.000.00 3.000 113,850.00 363.850.00 10/1/2028 110,100.00 110,100.00 473,950,00 7,340,000.00 4/1/2029 10/1/2029 370,100.00 7,080,000.00 260,000.00 3.000 110,100.00 106,200.00 106,200.00 476,300.00 4/1/2030 7,080,000.00 106,200.00 756,200.00 3.000 650,000,00 10/1/2030 6.430.000.00 852,650.00 96,450.00 96,450.00 4/1/2031 6,430,000.00 771,450.00 3.000 96,450.00 5,755,000.00 675,000.00 10/1/2031 86,325,00 857,775.00 86,325.00 4/1/2032 5.755.000.00 3.000 86,325,00 916.325.00 10/1/2032 4,925,000.00 830,000.00 73,875.00 73,875.00 990,200.00 4/1/2033 4,925,000.00 10/1/2033 4,055,000.00 870,000.00 3,000 73,875.00 943,875.00 4,055,000.00 60,825.00 60,825.00 1,004,700.00 4/1/2034 3.000 60,825.00 1,020,825.00 10/1/2034 3,095,000.00 960,000.00 46,425.00 46,425.00 1,067,250.00 4/1/2035 3,095,000.00 46,425.00 1,771,425.00 3,000 1,370,000.00 1,725,000.00 10/1/2035 20,550.00 1,791,975.00 1,370,000,00 20.550.00 4/1/2036 1,390,550.00 1,370,000.00 3.000 20.550.00 10/1/2036 0.00 1,390,550.00 0.00 0.00 4/1/2037 0.00 13,354,758.29 13,354,758.29 TOTAL 9,555,000.00 3,799,758.29

PENNSBURY SCHOOL DISTRICT BUCKS COUNTY, PENNSYLVANIA

RESOLUTION OF BOARD OF SCHOOL DIRECTORS

A RESOLUTION OF THE PENNSBURY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS, BUCKS COUNTY, PENNSYLVANIA (THE "SCHOOL DISTRICT") PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE **KNOWN** AS THE LOCAL PENNSYLVANIA, COMMONWEALTH OF GOVERNMENT UNIT DEBT ACT, 53 Pa. C.S. Chs. 80-82 (THE "DEBT ACT"); SETTING FORTH ITS INTENTION TO AUTHORIZE AND DIRECT THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS (COLLECTIVELY, THE "BONDS") IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF UP TO \$12,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO (1) ACQUIRE AND CONSTRUCT CERTAIN AND INSTALL CAPITAL ACQUIRE **IMPROVEMENTS** AND EQUIPMENT TO SCHOOL BUILDINGS AND OTHER FACILITIES OWNED AND OPERATED BY THE SCHOOL DISTRICT, INCLUDING BUT NOT LIMITED TO PENNWOOD MIDDLE SCHOOL, AND (2) PAY THE COSTS AND EXPENSES OF ISSUING THE BONDS (THE "PROJECT"); MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION WITH THE PROJECT; ACCEPTING A NEGOTIATED PROPOSAL FOR THE PURCHASE OF THE BONDS; PROVIDING THAT THE BONDS, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE SCHOOL DISTRICT; DESIGNATING EACH SERIES OF BONDS AS A "QUALIFIED TAX-EXEMPT OBLIGATION" AS DEFINED IN SECTION 265(b)(3)(B) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"); PROVIDING FOR THE MANNER OF EXECUTION AND OTHER PROVISIONS OF THE BONDS; APPOINTING A PAYING AGENT; COVENANTING TO BUDGET IN EACH FISCAL YEAR WHEN DUE; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE SCHOOL DISTRICT FOR THE TIMELY PAYMENT OF DEBT SERVICE ON THE BONDS; ESTABLISHING A SINKING FUND AND PROVIDING FOR PAYMENT OF THE BONDS THEREFROM; DIRECTING THE DEPOSIT OF THE PROCEEDS OF THE BONDS; AUTHORIZING AND DIRECTING THE PREPARATION, VERIFICATION AND FILING OF A DEBT STATEMENT, BORROWING BASE CERTIFICATE AND RELATED MATERIAL WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TOGETHER WITH AN APPLICATION BY THE SCHOOL DISTRICT FOR THE APPROVAL OF THE INCURRENCE OF SUCH NON-ELECTORAL DEBT AND ISSUANCE OF THE BONDS; MAKING CERTAIN COVENANTS WITH RESPECT TO THE BONDS RELATING TO FEDERAL TAX AND SECURITIES LAWS; AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE BONDS AND SUCH OTHER DOCUMENTS AS MAY BE NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE OF THE BONDS, UPON THE APPROVAL OF PENNSYLVANIA DEPARTMENT

COMMUNITY AND ECONOMIC DEVELOPMENT; DIRECTING THE PROPER OFFICERS AND OFFICIALS OF THE SCHOOL DISTRICT TO DO ALL THINGS NECESSARY TO CARRY OUT SUCH RESOLUTION; AND RESCINDING ALL INCONSISTENT RESOLUTIONS.

WHEREAS, Pennsbury School District, Bucks County, Pennsylvania (the "School District") is a political subdivision of the Commonwealth of Pennsylvania and is a "local government unit" under terms of the Pennsylvania Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "Debt Act"); and

WHEREAS, the Board of School Directors (the "School Board") of the School District has determined to incur non-electoral indebtedness and issue Bonds (as defined herein) in accordance with the Debt Act, the proceeds of which shall be used for the purpose of providing funds to (1) acquire and construct certain building improvements and acquire and install capital equipment to school buildings and other facilities owned and operated by the School District, including but not limited to Pennwood Middle School, and (2) pay the costs and expenses of issuing the Bonds, as hereinafter defined (collectively, the "Project"); and

WHEREAS, the School Board has determined that it is in the best interest of the School District to sell the Bonds through a private negotiated sale, and to establish certain parameters under which it will accept a proposal for the purchase of the Bonds; and

WHEREAS, the School District has received an acceptable proposal for the purchase of the Bonds from RBC Capital Markets, LLC (the "Purchaser") and desires to authorize the acceptance of such proposal (the "Bond Purchase Agreement") and the issuance of the Bonds for the purposes set forth herein, upon the terms and conditions within, and subject to the parameters set forth herein; and

WHEREAS, the School District desires to authorize the issuance of its General Obligation Bonds, Series of 2017, in the aggregate principal amount of up to \$12,000,000 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 for the purchase of the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of School Directors of the School District as follows:

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 not exceed \$12,000,000 in aggregate principal amount (net original issue discount); (b) the Bonds shall not mature later than the dates set forth on Schedule "A" attached hereto and made part hereof; (c) the purchase price for the Bonds shall not be less than 95.0% or more than 125% of par of the Bonds; (d) the Underwriter's discount shall not exceed \$7.50 per \$1,000 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 the Bond Purchase Agreement from the Purchaser, pursuant to which the School District agrees to sell the Bonds to the Purchaser satisfying the

conditions and parameters set forth therein as shall be confirmed as set forth below. A copy of the Bond Purchase Agreement shall be delivered to the Secretary of the School District and shall be affixed to and shall become part of this Resolution. The Bond Purchase Agreement is hereby approved and accepted and the President and Secretary of the School Board or the Vice President or Assistant Secretary, in the absence of the President or Secretary, respectively, or any duly appointed successors, as the case may be, are hereby authorized and directed to execute the Bond Purchase Agreement on behalf of the School District in accordance therewith, and deliver a copy of the executed Bond Purchase Agreement to the appropriate parties. Upon determination by the President or Vice President of the School District that the Addendum to the Bond Purchase Agreement (as defined below) submitted to the School District by the Purchaser meets the parameters set forth above, and that the timing of the proposed closing is appropriate, the President and Secretary of the School Board or the Vice President or Assistant Secretary, in the absence of the President or Secretary, respectively, or any duly appointed successors, as the case may be, are hereby authorized and directed to accept the Addendum to the Bond Purchase Agreement on behalf of the School District and execute the Addendum to the Bond Purchase Agreement in accordance therewith, and deliver a copy of the same to the Secretary of the School Board pursuant to the procedure set forth below.

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

District hereby approves the Project described in the recitals hereto and authorizes the incurring of indebtedness pursuant to the Debt Act by the issuance of the Bonds in the principal amount of up to \$12,000,000 for the purpose of providing funds for and toward the costs of the Project, including the financing of expenses associated therewith. The Project is being undertaken by the School District for the purpose of providing funds to (1) acquire and construct certain building improvements and acquire and install capital equipment to school buildings and other facilities owned and operated by the School District, including but not limited to Pennwood Middle School and (2) pay the costs and expenses of issuing the Bonds. The Bonds are to be sold and delivered as hereinafter provided.

SECTION 3. <u>Useful Life.</u> The realistic estimated useful life of the Project has been determined to extend beyond the final maturity of the Bonds, i.e., 20 years.

SECTION 4. Non-Electoral Debt. All of the debt to be incurred upon issuance of the 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 School Board or the Vice President and 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 Debt Act, to execute and deliver the Bonds, and to prepare and certify all filings required pursuant to Section 8111 of the Debt Act, pertaining to the submission to the Pennsylvania Department of Community and Economic Development (the "Department"), of the transcript of the proceedings, which shall include certified copies of the 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 Debt Act or to carry out the intent and purposes of this Resolution.

SECTION 6. Terms and Form of Bonds. The Bonds when issued shall be general obligation bonds issued in fully registered form, in denominations of Five Thousand Dollars (\$5,000), or in any integral multiple thereof, shall be payable at the place and in the manner, and shall be substantially in the form attached hereto as Schedule "B". The Bonds shall be dated the date of issuance (the "Issuance Date"), shall bear interest from the Issuance Date at rates per annum not to exceed the rates per annum, and mature on the dates set forth in Schedule "A" and as established in accordance with and within the parameters established hereunder. The Bonds shall be numbered as issued without regard to denomination or maturity.

SECTION 7. Appointment of Paying Agent and Sinking Fund Depository. The Bank of New York Mellon Trust Company, N.A., Philadelphia, Pennsylvania, is hereby appointed to serve as paying agent, bond registrar, and sinking fund depository (the "Paying Agent") for the Bonds. The President and Secretary of the School Board or the Vice President and Assistant Secretary, respectively, or any duly appointed successors, 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. <u>Establishment of Sinking Fund</u>. The School District hereby establishes with the Paying Agent a sinking fund (the "<u>Sinking Fund</u>") for the payment of the Bonds. The Treasurer of the School District shall pay the amounts required for payment of the Bonds into the Sinking Fund, which shall be maintained until such Bonds are paid in full. Sums sufficient to meet the requirements of the semi-annual interest payments and scheduled maturities of the

Bonds shall be deposited into the Sinking Fund no later than the date when interest or principal is to become due on the Bonds. The funds in the Sinking Fund shall be subject to withdrawal by the Paying Agent only to pay the principal and interest on the Bonds as the same becomes due and payable in accordance with the terms thereof. The School District hereby covenants that such monies, to the extent required, will be applicable 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 the Sinking Fund or any other of its revenues or funds, the principal of and interest due upon the Bond, to the extent of its obligations, 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 of the School District herewith irrevocably pledges its full faith, credit and taxing power.

The covenants contained in this Section shall be specifically enforceable.

SECTION 10. Sale of Bonds. In compliance with Section 8161 of the Debt Act and after due consideration, the School Board hereby determines that a private sale by negotiation is in the best financial interest of the School District. The Bonds shall be sold at private sale by negotiation upon receipt of an acceptable proposal for the purchase thereof from the Purchaser in the form of the Bond Purchase Agreement, which shall be in compliance with the provisions of the Debt Act.

SECTION 11. Acceptance of Proposal for Purchase of Bonds. The School District hereby acknowledges receipt of a proposal from the Purchaser in the form of the Bond Purchase Agreement, which has been delivered to the Secretary of the School District and shall be affixed to and shall become part of this Resolution. The School District hereby finds the Bond Purchase Agreement to be in conformity with the requirements of the Debt Act and of this Resolution and is hereby authorized to accept the Bond Purchase Agreement and upon receipt of the Addendum to the Bond Purchase Agreement pursuant to Section 1 of this Resolution is further authorized to sell the Bonds to the Purchaser as provided in the Bond Purchase Agreement and the Addendum to the Bond Purchase Agreement. 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 Debt Act, the Resolution, the Bond Purchase Agreement and the Addendum to the Bond Purchase Agreement.

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 School Board and shall have the corporate seal or facsimile thereof of the School District affixed thereto and be duly attested by the manual or facsimile signature of the Secretary or Assistant Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) of the School Board. The Bonds shall be authenticated by the manual signature of the Paying Agent. 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 Debt 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 the Debt Act, this Resolution, the Bond Purchase Agreement and the Addendum to the Bond Purchase Agreement.

SECTION 13. Appointment of Securities Depository. The Bonds shall be issued in book-entry form only, and one bond shall be registered for each maturity in the name of Cede & Co., as nominee for the The Depository Trust Company, New York, New York ("DTC"), which shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system ("DTC Participants"). 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. The School District shall cause the Bonds to be delivered to DTC for the benefit of the Bond 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 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 12 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. <u>Redemption Provisions</u>. Specific redemption provisions, including mandatory redemption provisions, if any, will be as set forth in the Bond Purchase Agreement or the Addendum to the Bond Purchase Agreement, 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 the 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. <u>Limitation on Indebtedness</u>. It is declared that the debt to be incurred hereby, together with any other indebtedness of the School District, is not in excess of the any limitation imposed by the Debt 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. Covenant to Provide Continuing Disclosure. The School District is hereby authorized and directed to execute and deliver to the Bond Purchaser a continuing disclosure certificate or agreement (the "Continuing Disclosure Agreement"), pursuant to which the School District shall covenant with the holders from time to time of the Bonds, in accordance with Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), to provide to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or such depository specified pursuant to Rule 15c2-12, on an annual basis, certain financial and other information concerning the School District and notices, from time to time as applicable of certain specified events as required to be disclosed by Rule 15c2-12, and as set forth in the Continuing Disclosure Agreement. The President, Vice President and other proper officers of the School District are hereby authorized to execute and deliver the Continuing Disclosure Agreement containing such provisions as are deemed necessary or appropriate by Bond Counsel and as are approved b such officers of the School District executing the same.

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

SECTION 19. <u>Bond Insurance</u>. If the Bond Purchase Agreement and the Addendum to the Bond Purchase Agreement so provides, and lower interest costs would thereby be available to the School District, 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 all or a portion of the Bonds, to pay the premium for such policy from the proceeds of the Bonds and to execute such documents as may be necessary to effect the issuance of such policy. If applicable, the Bonds issued under this Resolution may include a statement of the terms of such insurance policy and the Authentication Certificate of the Paying Agent appearing on each Bond may include a statement confirming that the original or a copy of the insurance policy is on file with the Paying Agent.

SECTION 20. Application of Bond Proceeds. The purchase price of the Bonds and any accrued interest payable by the Bond Purchaser shall be paid to the Paying Agent on behalf of the School District. In addition, the School District shall deposit with the Paying Agent any bid security and make such additional deposits of cash from the funds of the School District as shall be necessary to cover all of the issuance costs of the Bonds. Upon receipt of such funds, the Paying Agent shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall make the deposits and disbursements set forth on the Closing Statement executed by the officers of the School District, for the payment on behalf of the School District of the costs of the issuance and sale of the Bonds, upon presentation of proper invoices therefor, and shall deposit the remaining proceeds of the Bonds in a Construction Fund which is hereby created, to be held by the Paying Agent, and applied toward the payment of the remaining costs of the Project.

SECTION 21. Reimbursement. The School District hereby declares its official intent that it may reimburse itself from proceeds of the Bonds for part or all of (a) those costs of the Project which have been paid by the School District during the sixty (60) day period ending on the date of this Resolution and (b) such other costs of the Project which have been paid by the School District prior to the date of this Resolution and which may properly be reimbursed from proceeds of the Bonds pursuant to Treasury Regulation 1.150-2.

SECTION 22. Qualified Tax-Exempt Obligations. In accordance with the Code, the School District hereby represents and warrants, after due investigation and to the best of its knowledge, that: (i) the Bonds are not "private activity bonds" within the meaning of Section 141 of the Code, and (ii) the aggregate face amount of "qualified tax-exempt obligations" within the meaning of Section 265(b)(3)(B) of the Code (which includes qualified 501(c)(3) bonds but not any other private activity bonds) issued or to be issued by the School District (and all other issuers which must be aggregated with the School District pursuant to the Code) during the 2015 calendar year (including the Bonds, but excluding current refunding obligations not required to be taken into account for purposes of that Section of the Code and further excluding those bonds "deemed designated" under the Code), is not reasonably expected to exceed \$10,000,000. To the extent not "deemed designated," the School District hereby designates each of the Bonds as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code.

SECTION 23. Further Actions. The President and Secretary of the School Board or the Vice President and Assistant Secretary, in the absence of the President or Secretary, respectively, or any duly appointed successors, as the case may be, 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 Debt Act.

SECTION 24. 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 25. Repealer. All prior resolutions or parts thereof inconsistent herewith are hereby repealed.

SECTION 26. <u>Effective Date.</u> This Resolution shall take effect on the earliest date permitted by the Debt Act.

(Signature page follows)

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

PENNSBURY SCHOOL DISTRICT

Attest:

Daniel C. Rodgers

Secretary

Jacqueline Redner President

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-

\$000,000

PENNSBURY SCHOOL DISTRICT BUCKS COUNTY, PENNSYLVANIA GENERAL OBLIGATION BONDS SERIES A OF 2017

| INTEREST RATE | MATURITY DATE | DATED DATE | CUSIP |
|-------------------|---------------|------------------|---------|
| 0.000% | | December 7, 2017 | |
| | | | |
| | | | |
| REGISTERED OWNER: | CEDE & CO. | | |
| PRINCIPAL SUM: | | | DOLLARS |

PENNSBURY SCHOOL DISTRICT, Bucks 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 360-day year, at the annual rate specified above from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event it shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (as hereinafter defined) and before the next succeeding interest payment date, in which event it shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date preceding the first interest payment date, in which event it shall bear interest from its Date of Delivery; or (d) as shown by the records of the Paying Agent, interest on this Bond shall be in default, in which event it shall bear interest from the date to which interest was last paid on this Bond. Interest shall be paid initially on [___ 1 and thereafter, semi-annually on [___ 1 and 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 The Bank of New York Mellon Trust Company, N.A., Philadelphia, 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, or at the election of such registered owner of this 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 ten (10) days prior to the first payment of interest to which it relates.

Interest on this Bond is payable by check or draft 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 (15th) day of the calendar month (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 this 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 this Bond not less than ten (10) days preceding such special record date, but not more than thirty (30) days prior to the payment of such defaulted interest. Such notice shall be mailed to the person in whose name this Bond is 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 this Bond 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.]

This Bond is one of a duly authorized issue of [\$12,000,000] aggregate principal amount of General Obligation Bonds, Series A of 2017 (the "Bonds") of the School District consisting of Bonds in the denomination of \$5,000 or any integral multiple thereof. 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 October 19, 2017 (the "Resolution") which authorized the issuance of the Bonds. The

Bonds have been issued by the School District for the purposes of financing the costs of a project (the "Project") consisting of providing funds to (1) acquire and construct certain building improvements and acquire and install capital equipment to school buildings and other facilities owned and operated by the School District, including but not limited to Pennwood Middle School, and (2) pay the costs and expenses of issuing 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 also made to the further provisions of this Bond set forth on the reverse side hereof, 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.

[Remainder of page intentionally blank.]

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

PENNSBURY SCHOOL DISTRICT

Attest:

Daniel C. Rodgers

Secretary

Jacqueline Redner

President

BOND PURCHASE AGREEMENT

PENNSBURY SCHOOL DISTRICT BUCKS COUNTY, PENNSYLVANIA GENERAL OBLIGATION BONDS, SERIES A OF 2017

October 19, 2017

Board of School Directors Pennsbury School District 134 Yardley Avenue, P.O. Box 338 Fallsington, Pennsylvania 19058

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the "Underwriter"), acting on its own behalf, offers to enter into the following agreement with Pennsbury School District, Bucks County, Pennsylvania (the "Issuer" or "School District") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Resolution (as defined herein) or in the Official Statement (as defined herein).

- 1. Scope of Services. All services provided under this Agreement shall be on an arm's length, commercial basis and are being provided in conjunction with services provided by third-party advisors to the Issuer, such as, but not limited to, Public Financial Management, a financial advisor or a municipal advisor.
- Purchase and Sale of the Bonds. Conditioned upon market availablility, usual and customary Underwriter review and approvals, customary Bond documentation and opinions and the absence of either party terminating this Agreement pursuant to Section 8 herein, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all, but not less than all, of the Issuer's above-referenced General Obligation Notes and Bonds (collectively the "Bonds"), authorized for issuance in one or more series under a resolution adopted by the Issuer on this date (the "Bond Resolution") and more fully described herein and in any addenum hereto. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in their capacity as underwriter for its own account, (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this agreement and to act hereunder.

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

The purchase price for any series of Bonds purchased hereunder, including underwriting discount and net original issue discount or original issue premium, shall be negotiated and set forth in a written addendum to this Agreement executed by both parties at least 15 days prior to the date of the Closing (as hereinafter defined), and shall not be less than 95.0% nor more than 125.0% of the aggregate principal amount of Bonds to be issued and delivered by the Issuer (which includes the Underwriter's discount and any original issue discount or premium), plus interest accrued, if any, on the Bonds from the dated date of the Bonds to the date of such Closing. The final interest rates, initial offering prices and yields, credit provisions, optional and mandatory redemption provisions, sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, not inconsistent with the Bond Resolution and any Bond Agreement authorized thereunder, also shall be set forth in an addendum to this Agreement and in all respects shall be acceptable to the Issuer in its sole discretion. The Bonds may, however, be issued and delivered by the Issuer from time to time, on such dates and in such aggregate principal amounts as may be authorized by the Issuer and acceptable to the Underwriter, and the Underwriter shall, at the time of issuance and delivery of such Bonds, pay the appropriate purchase price set forth in the addendum, plus accrued interest, if any, from the dated date of such Bonds to the date of delivery of such Bonds.

- 3. Establishment of Issue Price. The provisions for the calculation of "issue price" under IRS Regulation 1.148-1 shall be contained in a written addendum to this Agreement to be executed not later than the sale date of the Bonds. Such addendum shall be in form and substance acceptable to the Representative, the Issuer and Bond Counsel.
- Public Offering. The Underwriter agrees to make a bona fide public offering of all of the Bonds at prices not to exceed the public offering price(s) described above, which will be set forth on the cover of one or more Official Statements to be prepared by or on behalf of the Issuer (collectively, the "Official Statement") in connection with the marketing and issuance of the Bonds. The Underwriter may subsequently change such offering price(s) without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement. The Underwriter will certify to Bond Counsel at Closing pursuant to a certificate in form and substance satisfactory to Bond Counsel that it sold or had a reasonable expectation to sell at least 10% of each maturity of the Bonds, as of the marketing date of the Bonds, at the offering prices set forth in the Official Statement.
 - 5. The Preliminary Official Statement and the Official Statement.
 - (a) Upon request of the Underwriter, following notification by the Issuer that it intends to issue Bonds under the Bond Resolution, a Preliminary Official Statement shall be prepared for use by the Underwriter in connection with any public offering, sale or distribution of the Bonds. The Preliminary Official Statement shall be deemed final by an authorized officer of the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The Issuer hereby agrees to consent to the use

by the Underwriter of the Preliminary Official Statement in connection with a public offering of the Bonds.

- (b) Not later than seven (7) business days after the Issuer and the Underwriter execute any addendum to this Agreement establishing the final terms applicable to the Bonds, and in sufficient time to accompany any confirmation that requests payment from any customer, the Issuer shall provide, or cause to be provided, to the Underwriter, an Official Statement satisfying the requirements of the Rule. The Official Statement shall be complete as of the date of its delivery to the Underwriter and shall be made available in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board ("MSRB"). The Issuer agrees to authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds.
- If, after the date of an Official Statement to and including the date the Underwriter is no (c) longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when such Official Statement is available to any person from the MSRB but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, or cause to be prepared and furnished, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.
- (d) The Underwriter hereby agrees to timely file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.
- 6. Representations, Warranties, and Covenants of the Issuer. The Issuer hereby represents and warrants to and covenants with the Underwriter that:
 - (a) The Issuer is a public school district duly created and organized and existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), specifically, the Public School Code of 1949, as amended and supplemented (the "School Code"), and has full legal right and authority under the School Code, the Local Government Unit Debt Act, as amended and supplemented (the "Debt Act") and the Bond Resolution (i) to enter into, execute and deliver this Agreement, the Bond Resolution and, if required by applicable law, a Continuing Disclosure Undertaking (the

"Undertaking") and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Bond Resolution, the Undertaking and the other documents referred to in this clause (i) are hereinafter referred to as the "Issuer Documents"), (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Debt Act and the Issuer Documents as they pertain to such transactions;

- (b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, or such later date satisfactory to the Underwriter, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein, in the Bond Resolution and in the Official Statement;
- (c) The Issuer Documents constitute or will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge it purports to create as set forth in the Bond Resolution;
- To its knowledge, the Issuer is not in breach of or default in any material respect under any (d) applicable constitutional provision, law or administrative regulation of the Commonwealth or the United States, any applicable judgment or decree, or any loan agreement, indenture, note, bond, resolution, agreement or other instrument to which the Issuer is a party relating to the transaction contemplated by this Agreement or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, note, bond, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets is otherwise subject, nor will any such adoption, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided in the Bonds and the Bond Resolution;

- (e) All authorizations and approvals of any governmental authority, legislative body, board, agency or commission having jurisdiction over the matters which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been or will be duly obtained;
- (f) The Bond shall conform to the descriptions thereof to be set forth in the Official Statement under the caption "The Bonds"; the description of the Bond Resolution to be contained in the Official Statement under the caption "Introduction" shall conform to the Bond Resolution; the proceeds of the sale of the Bonds will be applied generally as described in the addendum to this Agreement and in the Official Statement under the caption "Purpose of the Issue"; and, if applicable, the Undertaking shall conform to the description thereof to be contained in the Official Statement under the caption "Continuing Disclosure Undertaking;"
- Except as otherwise disclosed in an Official Statement; there is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, (1) affecting the existence of the Issuer or the titles of its officers to their respective offices, (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the collection of taxes pledged to the payment of principal of and interest on the Bonds, pursuant to the Bond Resolution, (3) in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, (4) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes under existing laws or the exclusion from gross income of interest on the Bonds from Pennsylvania personal income tax and Pennsylvania personal property taxes under the laws of the Commonwealth, (5) contesting in any way the timing or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (6) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, if any such action does exist or is threatened, there is no basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;
- (h) As of its date, the Preliminary Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (i) From its date (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 3 of this Agreement), up to and including the date of Closing, the Official Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- (j) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or State income tax purposes of the interest on the Bonds;

- (k) The financial statements of, and other financial information regarding the Issuer, in the Official Statement shall fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding, pending or to its knowledge threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;
- (1) Prior to the Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money payable from or secured by any of the revenues or assets which will secure the Bonds without prior notice to the Underwriter; and
- (m) Any certificate signed by any official of the Issuer duly authorized to do so in connection with the transactions contemplated by this Agreement shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein,

7. Closing.

- (a) At such time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "Closing"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter via the Book-Entry Only System of The Depository Trust Company, together with the other documents hereinafter mentioned, 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 of this Agreement by a wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter. If the Bonds are issued and delivered to the Underwiter from time to time as permitted under Section 1 hereof, the mutual delivery of Bonds and the other documents, certificates and opinions required by this Agreement to be made on the related Closing Date is herein referred to as a "Closing."
- (b) The Bonds shall be delivered to the Paying Agent in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution. Upon request, copies of the executed Bonds shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.
- 8. Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and 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 Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligation under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of 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, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

- (a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;
- (b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;
- (c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended or supplemented, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;
- (d) At or prior to the Closing, the Bond Resolution shall have been duly adopted by the Issuer and in full force and effect, and the Issuer shall have duly executed and delivered the Bonds to the Paying Agent for the Paying Agent's authentication of the Bonds;
- (e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;
- (f) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;
- (g) All steps to be taken, and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement, shall be reasonably satisfactory in legal form and effect to the Underwriter; and
- (h) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:
 - (1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by an officer of the Issuer, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;
 - (2) The Bond Resolution with such supplements or amendments as may have been agreed to by the Underwriter;
 - (3) This Agreement, together with all addendums pertaining to the final terms of the Bonds, duly executed by the Issuer;
 - (4) The Undertaking of the Issuer which satisfies the requirements of Section (b)(5)(i) of the Rule;

- (5) The approving opinion of Bond Counsel with respect to the Bonds;
- A certificate, dated the date of Closing, of the Issuer to the effect that (i) the (6) representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, and other income, or the levy or collection of taxes to pay the principal of and interest on the Bonds, or the pledge of the full faith, credit and taxing power of the Issuer for payment of the Bonds; (iii) the resolutions of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Bonds and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement (as the same may have been amended or supplemented in accordance with Section 3(c) hereof, if applicable) is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;
- (7) A certificate of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage Bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate; and
- (8) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds.

If the Issuer 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 Agreement, 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 Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

9. Termination. Either party shall have the right to terminate this Agreement and their obligations hereunder if, between the date of this Agreement and the Closing, the market price or

marketability of the Bonds shall, in the sole judgement of the terminating party, be materially adversely affected by the occurrence of any of the following:

- (a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the Commonwealth or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;
- (b) Legislation shall be introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;
- (c) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York or Pennsylvania state officials authorized to do so;
- (d) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;
- (e) Any amendment to the federal Constitution or Constitution of the Commonwealth or action by any federal or Commonwealth court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, the Bonds (or interest thereon), or the validity or enforceability of the Bond Resolution or the levy of taxes to pay principal of and interest on the Bonds;
- (f) Any event occurring or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained

in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

- (g) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;
- (h) Prior to the date of Closing, the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, which in the reasonable judgement of the Underwriter would have a material adverse affect upon the Underwriter's ability to market the Bonds;
- (i) Any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement;
- (j) There shall have occurred or any notice shall have been given, of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service of the Issuer's underlying credit rating or any rating of the Bond Insurer, if any;
- (k) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or
- (l) Legislation shall be proposed for enactment or be enacted which materially and adversely affects the taxing power of the Issuer or the ability of the Issuer to pledge its full faith, credit and taxing power, within the limits proscribed by law for the Bonds.

Notwithstanding the foregoing, the School District shall have the right and privilege to terminate its obligation to sell, issue and deliver the Bonds to the Underwriter pursuant to this Agreement for any reason, with or without cause, at any time after a period of six (6) months following the initial date of this Agreement and the Bond Resolution, but not after the date of the execution of any addendum to this Agreement by the School District pro tanto (to the extent of the principal authorized in any addendum), upon payment of reasonable out-of-pocket expenses to the Underwriter. Written notice of the School District's election to terminate this Agreement shall be given to the Underwriter promptly, and thereafter the School District will have no further obligation under this Agreement.

9. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel, Issuer Counsel, Disclosure Counsel and Special Tax Counsel, if any; (iii) the fees and disbursements of the Financial Advisor to the Issuer, if any; (iv) the fees and disbursements of any Trustee, Paying Agent or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (v) all fees and expenses in connection with obtaining bond

ratings. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

- (b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.
- 10. Parties in Interest. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter). Notwithstanding the foregoing, the Issuer shall have the right, which right is hereby specifically acknowledged by the Underwriter, to direct the Underwriter to assign this Agreement and the Underwriter's interests in this Agreement to such party as the Issuer may direct in writing to the Underwriter. Upon such assignment the Underwriter shall be relieved of any obligations under this Agreement. The Issuer shall be responsible for the reasonable out of pocket expenses of the Underwriter in the event of any directed assignment to another party. This Agreement may be assigned by the Underwriter with the Issuer's prior written consent. All of the Issuer's representations, warranties and agreements contained in this Agreement 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 Agreement; and (iii) any termination of this Agreement.
- 11. Effectiveness. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.
- 12. Choice of Law. This Agreement, and all matters arising out of this Agreement, shall be governed by and construed in accordance with the law of the Commonwealth.
- 13. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.
- 14. Business Day. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.
- 15. Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.
- 16. Counterparts. This Agreement 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.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By

Name Michael C. Lillys

Title Managing Director

Date October 19, 2017

ACCEPTANCE

ACCEPTED 19th day of October 2017.

PENNSBURY SCHOOL DISTRICT

Title: (Vice) President, Board of School Directors

By:

Title: (Assistant) Secretary, Board of School Directors

SCHEDULE I

PENNSBURY SCHOOL DISTRICT

Bucks County, Pennsylvania General Obligation Bonds, Series A of 2017

Summary

Maximum Aggregate Principal Amount: Principal Maturity (or Mandatory Redemption): \$12,000,000 April 1, 2018 & October 1 thereafter

| 1 | 2 | 3 | 4 | 5 | 6 |
|-------------|------------------|---------|------------|---------------|---|
| | | | | Semi-Annual | Fiscal Year |
| Date | Doneigal | Rate(1) | Interest | Debt Service | Debt Service |
| <u>Date</u> | <u>Principal</u> | Rate | interest | Dept Delvice | Debt Service |
| 4/1/2018 | 415,000 | 5.500 | 209,000.00 | 624,000.00 | 624,000.00 |
| 10/1/2018 | 420,000 | 5,500 | 318,587.50 | 738,587.50 | • |
| 4/1/2019 | 120,000 | | 307,037,50 | 307,037.50 | 1,045,625.00 |
| 10/1/2019 | 375,000 | 5.500 | 307,037.50 | 682,037.50 | |
| 4/1/2020 | , | | 296,725.00 | 296,725.00 | 978,762.50 |
| 10/1/2020 | 385,000 | 5.500 | 296,725.00 | 681,725.00 | |
| 4/1/2021 | · | | 286,137.50 | 286,137.50 | 967,862.50 |
| 10/1/2021 | 390,000 | 5.500 | 286,137.50 | 676,137.50 | |
| 4/1/2022 | • | | 275,412.50 | 275,412.50 | 951,550.00 |
| 10/1/2022 | 55,000 | 5.500 | 275,412.60 | 330,412.50 | |
| 4/1/2023 | | | 273,900.00 | 273,900.00 | 604,312.50 |
| 10/1/2023 | 55,000 | 5,500 | 273,900.00 | 328,900.00 | 16. |
| 4/1/2024 | | | 272,387.50 | 272,387.50 | 601,287.50 |
| 10/1/2024 | 55,000 | 5.500 | 272,387.50 | 327,387.50 | |
| 4/1/2025 | | | 270,875.00 | 270,875.00 | 598,262.50 |
| 10/1/2025 | 55,000 | 5.500 | 270,875.00 | 325,875.00 | |
| 4/1/2026 | | | 269,382.50 | 269,362.50 | 595,237.50 |
| 10/1/2026 | 390,000 | 5.500 | 269,362.50 | 659,362.50 | |
| 4/1/2027 | | 4 | 258,637.50 | 258,637.50 | 918,000.00 |
| 10/1/2027 | 395,000 | 5.500 | 258,637.50 | 653,637.50 | |
| 4/1/2028 | | | 247,775.00 | 247,775.00 | 901,412.50 |
| 10/1/2028 | 405,000 | 5.500 | 247,775.00 | 652,775.00 | |
| 4/1/2029 | | | 236,637.50 | 238,637.50 | 889,412.50 |
| 10/1/2029 | 420,000 | 5.500 | 236,637.50 | 656,637.50 | |
| 4/1/2030 | | | 225,087.50 | 225,087.50 | 881,725.00 |
| 10/1/2030 | 810,000 | 5.500 | 225,087.50 | 1,035,087.50 | |
| 4/1/2031 | | | 202,812.50 | 202,812.50 | 1,237,900.00 |
| 10/1/2031 | 840,000 | 5.500 | 202,812.50 | 1,042,812.50 | |
| 4/1/2032 | | | 179,712.50 | 179,712.50 | 1,222,525.00 |
| 10/1/2032 | 980,000 | 5.500 | 179,712.50 | 1,159,712.50 | |
| 4/1/2033 | • | | 152,762.50 | 152,762.50 | 1,312,475.00 |
| 10/1/2033 | 1,025,000 | 5.500 | 152,762.50 | 1,177,762.50 | |
| 4/1/2034 | .,, | | 124,575.00 | 124,575.00 | 1,302,337.50 |
| 10/1/2034 | 1,120,000 | 5.500 | 124,575.00 | 1,244,575.00 | |
| | 1,120,000 | 3.000 | 93,775.00 | 93,775.00 | 1,338,350.00 |
| 4/1/2035 | 4 075 000 | 5.500 | 93,775.00 | 1,969,775.00 | 110001000.00 |
| 10/1/2035 | 1,875,000 | 0.000 | | 42,212.50 | 2,010,987.50 |
| 4/1/2036 | 4 505 000 | E 500 | 42,212.50 | • | الان الان الان الان الان الان الان الان |
| 10/1/2036 | 1,535,000 | 5.500 | 42,212.50 | 1,577,212.50 | 4 577 040 50 |
| 4/1/2037 | | | | | 1,577,212.50 |
| | | | | | |
| | | | | 00 550 007 50 | 00 550 007 50 |

^[1] Assume a maximum interest rate of 5.50%.

TOTALS 12,000,000

8,559,237.50 20,559,237.50 20,559,237.50

ADDENDUM TO THE BOND PURCHASE AGREEMENT DATED OCTOBER 19, 2017

PENNSBURY SCHOOL DISTRICT Bucks County, Pennsylvania General Obligation Bonds, Series of 2017

November 8, 2017

Board of School Directors Pennsbury School District 134 Yardley Avenue, P.O. Box 338 Fallsington, Pennsylvania 19058

Ladies and Gentlemen:

This document (the "Addendum"), including attachments, constitutes an addendum to, and a part of, the Bond Purchase Agreement, dated October 19, 2017 (the "Purchase Agreement"), between RBC Capital Markets, LLC (the "Underwriter") and the Pennsbury School District, Bucks County, Pennsylvania (the "Issuer").

The terms of the General Obligation Bonds, Series A of 2017 (the "Bonds"), to be issued by the Issuer at a fixed rate and purchased by the Underwriter under the Purchase Agreement, including the aggregate principal amount, underwriter's discount, original issue discount/premium by maturity and in the aggregate, dated date, annual principal maturity amounts and dates, annual interest rates and payment dates, are set forth or summarized in Schedule III attached hereto. The applicable redemption provisions are set forth in Schedule I attached hereto. Provisions concerning information provided under IRS Regulation 1.148-1 are set forth in Schedule II attached hereto. Except as provided in this Addendum, the Bonds shall be as described in, and shall be sold, issued and secured under and pursuant to the Purchase Agreement and the provisions of the resolution adopted by the Issuer on October 19, 2017, and any supplements thereto (the "Bond Resolution"), which are incorporated herein by reference, that authorizes and secures the Bonds, and approves the Purchase Agreement, including this Addendum.

If you agree with the terms of this Addendum, please sign below and return it to the Underwriter, which shall evidence the sale this date of the Bonds by the Issuer and the purchase thereof by the Underwriter.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

Respectfully submitted,

| RBC C | APITAL MARKETS, LLC | |
|--------|---|----------|
| Ву: | Muhiel C. Guy | |
| Name | Michael C. Lillys | |
| Title | Managing Director | |
| Date | 11/8/2017 | |
| | | |
| | | |
| ACCE | PTANCE | |
| ACCE | PTED at [4:49] [a.m. [6.m] EST this BH day of Nove. | war 2017 |
| PENN | SBURY SCHOOL DISTRICT | |
| | | |
| Ву: | Manuelie Roder | 7. |
| Title: | (Vice) President, Board of School Directors | 0.0 |
| | a a | • |
| By: | · CC C. T | |
| Title: | (Assistant) Secretary, Board of School Directors | |

| Table Principal Coupon Rate Interest Semi-Annual Fiscal Year Less: Local Existing Total Coupon Rate Interest Semi-Annual Fiscal Year Less: Local Existing Total Coupon Rate Interest Semi-Annual Fiscal Year Less: Local Existing Total Coupon Rate Interest Semi-Annual Fiscal Year Less: Local Existing Total Retirement | PENNSBURY | SCHOOL DIST | RICT | - | | | • | | | - | |
|--|-----------------|------------------|--------|--------|--------------|---------------|---------------|--------|---------------|----------------|----------------|
| Date Principal Coupon Rate Interest Date Semi-Annual Fiscal Year Lass: Local Elisting Total Debt Service Date Ser | Series A of 201 | !7 | | | | | | | | | |
| Date Principal Cours Rate Interest Date Service Date Service State Aid Effort Date Service Date Da | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| Date Principal Cours Rate Interest Date Service Date Service State Aid Effort Date Service Date Da | | | | | | Semi-Annual | Fiscal Year | l ass: | Local | Fristina | Total |
| 101/12018 320,000 1.000 1.000 1.000 1.000 127,000.00 447,000.00 1572,400.00 | <u>Date</u> | <u>Principal</u> | Coupon | Rate | Interest | | | | | _ | |
| 125,400,00 | 4/1/2018 | 295,000 | 0.950 | 0.950 | 81,320.79 | 376,320.79 | 376,320,79 | | 376,320.79 | 16,137,852.74 | 16,514,173.53 |
| 101/12/2018 | 10/1/2018 | 320,000 | 1.000 | 1.000 | 127,000.00 | 447,000.00 | | | | | |
| 1/1/1/2020 1.500 | 4/1/2019 | | | | 125,400.00 | 125,400.00 | 572,400.00 | | 572,400.00 | 15,935,480.03 | 16,507,880.03 |
| 101/12020 280,000 1,500 1,300 123,337.50 403,337.50 403,337.50 41/12021 121,237.50 121,237.50 121,237.50 524,575.00 524,575.00 15,137,717.92 15,662,292.92 107/12021 295,000 1,500 1,500 1,650 1,650 119,025.00 119,025.00 535,262.50 535,262.50 15,143,065.00 15,676,327.50 107/12022 5,000 1,650 1,650 119,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 124,025.00 119,025.00 119,025.00 124,025.00 119,025.00 118,983.75 118,983.75 123,983.75 118,983.75 123,983.75 118,983.75 | 10/1/2019 | 275,000 | 1.500 | 1.230 | 125,400.00 | 400,400.00 | | | | | |
| 11/12/2021 295,000 1.500 | 4/1/2020 | | | | 123,337.50 | 123,337.50 | 523,737,50 | | 523,737.50 | 15,140,635.00 | 15,664,372.50 |
| 101/12/021 295,000 1.500 1.500 1.500 1.90 1.100 1.90 1.90 1.90 1.90 1.90 1 | 10/1/2020 | 280,000 | 1.500 | 1.330 | 123,337.50 | 403,337.50 | | | | | |
| 119,025 00 | 4/1/2021 | | | | 121,237.50 | 121,237.50 | 524,575.00 | | 524,575.00 | 15,137,717.92 | 15,662,292.92 |
| 101/12022 5,000 1,650 1,650 118,983.75 118,983.75 243,008.75 243,008.75 15,595,033.96 15,838,042.71 101/12023 5,000 2.000 1,800 118,983.75 118,983.75 243,008.75 242,917.50 242,917.50 15,530,381.67 15,773,299.17 101/12024 5,000 2.000 2.110 118,933.75 118,933.75 242,817.50 242,817.50 15,530,381.67 15,773,299.17 118,933.75 118,983.75 118,883.75 118,883.75 123,883.75 118,883.75 123,883.75 1242,817.50 242,817.50 15,530,381.67 15,782,308.75 101/12026 250,000 2.000 2.110 118,833.75 118,833.75 1242,817.50 242,717.50 15,555,626.25 15,798,343.75 101/12027 245,000 2.150 2.260 118,483.75 361,483.75 118,483.75 | 10/1/2021 | 295,000 | 1.500 | 1.450 | 121,237.50 | 416,237.50 | | | | | |
| 18,983.75 | 4/1/2022 | | | | 119,025.00 | 119,025.00 | 535,262.50 | | 535,262.50 | 15,143,065.00 | 15,678,327.50 |
| 101/12023 5,000 2,000 118,000 118,983.75 123,983.75 124,917.50 242,917.50 15,530,381.67 15,773,299.17 101/12024 5,000 2,000 2,110 118,933.75 123,933.75 118,883.75 118,883.75 118,883.75 123,883.75 118,883.75 123,883.75 12 | 10/1/2022 | 5,000 | 1.650 | 1.650 | 119,025,00 | 124,025.00 | | | | | |
| A | 4/1/2023 | | | | 118,983.75 | 118,983.75 | 243,008.75 | | 243,008.75 | 15,595,033.96 | 15,838,042.71 |
| 101/2024 5,000 2,000 2,110 118,933.75 123,933.75 123,933.75 242,817.50 242,817.50 15,539,491.25 15,782,308.75 101/2026 235,000 2,000 2,110 118,833.75 123,883.75 242,717.50 242,717.50 15,555,626.25 15,782,308.75 101/2026 235,000 2,000 2,110 118,833.75 118,833.75 118,833.75 242,717.50 242,717.50 15,555,626.25 15,798,343.75 101/2027 245,000 2,150 2,260 116,483.75 116,483.75 116,483.75 116,483.75 116,483.75 116,483.75 116,483.75 118,850.00 113,850.00 113,850.00 113,850.00 113,850.00 113,850.00 475,333.75 13,398,708.75 13,874,042.50 101/2028 260,000 3,000 2,400 110,100.00 370,100.00 476,300.00 476,300.00 476,300.00 13,398,683.75 13,875,143.75 101/2029 260,000 3,000 2,500 166,200.00 106,200.00 106,200.00 106,200.00 106,200.00 476,300.00 476,300.00 3,398,643.75 13,875,143.75 101/2031 675,000 3,000 2,560 86,450.00 771,450.00 852,650.00 852,650.00 9,385,425.00 10,238,075.00 101/2033 870,000 3,000 2,750 86,325.00 86,325.00 86,325.00 86,325.00 86,325.00 86,325.00 80,825.00 44/2033 870,000 3,000 2,750 46,425.00 46,425.00 47,425.00 47,900.00 1,004,700.00 7,004,125.00 8,008,825.00 10/1/2034 960,000 3,000 2,750 46,425.00 46,425.00 47,125.00 47,12030 47,12034 960,000 3,000 2,750 46,425.00 46,425.00 47,1205.00 | 10/1/2023 | 5,000 | 2.000 | 1.800 | 118,983.75 | 123,983.75 | | | | | |
| 118,883.75 | 4/1/2024_ | | | | 118,933.75 | 118,933.75 | 242,917.50 | | 242,917.50 | 15,530,381.67 | 15,773,299.17 |
| 10/1/2025 | 10/1/2024 | 5,000 | 2.000 | 2.110 | 118,933,75 | 123,933.75 | | | | | |
| 11/1/2028 235,000 2,000 2,110 118,833.75 118,833.75 363,833.75 353,833.75 353,833.75 353,833.75 353,833.75 353,833.75 361,483.75 361, | 4/1/2025 | | | 20,000 | 118,883.75 | 118,883.75 | 242,817.50 | | 242,817.50 | 15,539,491.25 | 15,782,308.75 |
| 10/1/2026 | 10/1/2025 | 5,000 | 2.000 | 2,110 | 118,883,75 | 123,883.75 | | | | | |
| 4/1/2027 10/1/2028 245,000 2.150 2.260 116,483.75 361,483.75 113,850.00 113,850.00 113,850.00 113,850.00 113,850.00 113,850.00 113,850.00 113,850.00 113,850.00 113,850.00 113,850.00 113,850.00 113,950.00 473,950.00 473,950.00 473,950.00 473,950.00 13,398,268.75 13,872,218.75 10/1/2029 260,000 3.000 2.400 110,100.00 106,200.00 106,200.00 106,200.00 107/1/2031 675,000 3.000 2.500 106,200.00 106,200.00 107/1/2031 675,000 3.000 2.500 107/1/2031 863,250.00 863,250.00 863,250.00 863,250.00 873,875.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 10/1/2031 870,000 3.000 2.750 10/1/2034 960,000 3.000 2.750 10/1/2035 1,725,000 3.000 2.750 46,425.00 1,771,425.00 4/1/2036 1,725,000 3.000 2.750 46,425.00 1,771,425.00 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 3,003,625.00 3,004,250.00 3,004,705.00 3,006,250.00 1,390,550.00 1,390,550.00 3,003,625.00 3,004,795,600.00 3,004,795,600.00 3,004,795,600.00 4/1/2036 4/1/2036 1,725,000 3.000 2.750 46,425.00 1,771,425.00 4/1/2036 1,725,000 3.000 2.750 46,425.00 1,771,425.00 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 3,394,425.00 3,394,425.00 3,394,425.00 | 4/1/2026 | | | | 118,833,75 | 118,833.75 | 242,717.50 | | 242,717.50 | 15,555,626.25 | 15,798,343.75 |
| 10/1/2027 | 10/1/2026 | 235,000 | 2.000 | 2,110 | 118,833.75 | 353,833.75 | | | | | |
| 4/1/2028 | 4/1/2027 | | | _ | 116,483.75 | 116,483.75 | 470,317.50 | | 470,317.50 | 13,395,816.25 | 13,866,133.75 |
| 10/1/2028 | 10/1/2027 | 245,000 | 2.150 | 2.260 | 116,483.75 | 361,483.75 | | | | | |
| 4/1/2029 | 4/1/2028 | | | | 113,850.00 | 113,850.00 | 475,333.75 | | 475,333.75 | 13,398,708.75 | 13,874,042.50 |
| 10/1/2029 | | 250,000 | 3.000 | 2,300 | 113,850.00 | 363,850.00 | | | | | |
| 4/1/2030 10/1/2030 4/1/2031 106,200.00 3.000 106,200.00 2.500 106,200.00 106,200.00 96,450.00 852,650.00 96,250.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 990,200.00 | 4/1/2029 | | | | 110,100.00 | 110,100.00 | 473,950.00 | | 473,950.00 | 13,398,268.75 | 13,872,218.75 |
| 10/1/2030 650,000 3.000 2.500 106,200.00 756,200.00 852,650.00 852,650.00 9,385,425.00 10,238,075.00 10/1/2031 675,000 3.000 2.560 96,450.00 771,450.00 852,650.00 857,775.00 857,775.00 9,379,787.50 10,237,562.50 10/1/2032 830,000 3.000 2.650 86,325.00 916,325.00 73,875.00 990,200.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 10/1/2033 870,000 3.000 2.750 60,825.00 60,825.00 10/1/2034 960,000 3.000 2.750 60,825.00 10/1/2035 1,725,000 3.000 2.750 46,425.00 1,020,825.00 41/1/2035 1,725,000 3.000 2.750 46,425.00 1,020,825.00 46,425.00 1,067,250.00 1,067,250.00 6,004,500.00 7,071,750.00 10/1/2036 1,370,000 3.000 2.750 46,425.00 1,771,425.00 20,550.00 1,791,975.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2036 1,370,000 3.000 2.750 20,550.00 1,390, | 10/1/2029 | 260,000 | 3.000 | 2.400 | 110,100.00 | 370,100.00 | | | | | |
| 4/1/2031 96,450.00 96,450.00 852,650.00 9,385,425.00 10,238,075.00 10/1/2031 675,000 3.000 2.560 96,450.00 771,450.00 857,775.00 857,775.00 9,385,425.00 10,238,075.00 10/1/2032 830,000 3.000 2.650 86,325.00 916,325.00 73,875.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 10/1/2033 870,000 3.000 2.750 60,825.00 60,825.00 1,004,700.00 1,004,700.00 7,004,125.00 8,008,825.00 10/1/2034 960,000 3.000 2.750 60,825.00 60,825.00 1,004,700.00 1,004,700.00 7,004,125.00 8,008,825.00 10/1/2035 1,725,000 3.000 2.750 46,425.00 1,667,250.00 1,067,250.00 6,004,500.00 7,071,750.00 10/1/2036 1,370,000 3.000 2.750 20,550.00 1,791,975.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2037 1,370,000 3.000 2.750 20,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 | 4/1/2030 | | | | 106,200.00 | 106,200.00 | 476,300.00 | | 476,300.00 | 13,398,843.75 | 13,875,143.75 |
| 10/1/2031 675,000 3.000 2.560 96,450.00 771,450.00 857,775.00 857,775.00 9,379,787.50 10,237,562.50 10/1/2032 830,000 3.000 2.650 86,325.00 916,325.00 73,875.00 990,200.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 10/1/2033 870,000 3.000 2.750 60,825.00 60,825.00 1,004,700.00 1,004,700.00 7,004,125.00 8,008,825.00 10/1/2034 960,000 3.000 2.750 60,825.00 1,020,825.00 46,425.00 46,425.00 46,425.00 46,425.00 10/1/2035 1,725,000 3.000 2.750 46,425.00 1,714,425.00 46,425.00 10/1/2036 1,370,000 3.000 2.750 46,425.00 1,004,700.00 1,067,250.00 6,004,500.00 7,071,750.00 10/1/2036 1,370,000 3.000 2.750 46,425.00 1,771,425.00 20,550.00 1,791,975.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2036 1,370,000 3.000 2.750 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 1,01/2037 | 10/1/2030 | 650,000 | 3.000 | 2,500 | 106,200.00 | 756,200.00 | | | | | |
| 4/1/2032 86,325.00 86,325.00 857,775.00 857,775.00 9,379,787.50 10,237,562.50 10/1/2032 830,000 3.000 2.650 86,325.00 916,325.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 10/1/2033 870,000 3.000 2.750 73,875.00 943,875.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 4/1/2034 60,825.00 60,825.00 60,825.00 1,004,700.00 1,004,700.00 7,004,125.00 8,008,825.00 4/1/2035 46,425.00 46,425.00 1,067,250.00 1,067,250.00 6,004,500.00 7,071,750.00 10/1/2036 1,725,000 3.000 2.750 46,425.00 1,771,425.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2036 1,370,000 3.000 2.750 20,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,093,625.00 3,394,425.00 | 4/1/2031 | | | | 96,450.00 | 96,450.00 | 852,650,00 | | 852,650.00 | 9,385,425.00 | 10,238,075.00 |
| 10/1/2032 830,000 3.000 2.650 86,325.00 916,325.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 10/1/2033 870,000 3.000 2.750 73,875.00 943,875.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 10/1/2034 960,000 3.000 2.750 60,825.00 1,004,700.00 1,004,700.00 7,004,125.00 8,008,825.00 10/1/2035 1,725,000 3.000 2.750 46,425.00 1,067,250.00 1,067,250.00 6,004,500.00 7,071,750.00 10/1/2036 1,725,000 3.000 2.750 46,425.00 1,771,425.00 1,791,975.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2036 1,370,000 3.000 2.750 20,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 | 10/1/2031 | 675,000 | 3.000 | 2.560 | 96,450.00 | 771,450.00 | | | | | |
| 4/1/2033 73,875.00 73,875.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 10/1/2033 870,000 3.000 2.750 73,875.00 943,875.00 943,875.00 1,004,700.00 1,004,700.00 7,004,125.00 8,008,825.00 10/1/2034 960,000 3.000 2.750 60,825.00 1,020,825.00 1,067,250.00 1,067,250.00 6,004,500.00 7,071,750.00 10/1/2035 1,725,000 3.000 2.750 46,425.00 1,771,425.00 1,791,975.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2036 1,370,000 3.000 2.750 20,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 10/1/2037 10/1/2037 10/1/2037 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 | 4/1/2032 | | | | 86,325.00 | 86,325.00 | 857,775.00 | | 857,775.00 | 9,379,787.50 | 10,237,562.50 |
| 4/1/2033 73,875.00 73,875.00 990,200.00 990,200.00 8,001,375.00 8,991,575.00 10/1/2033 870,000 3.000 2.750 73,875.00 943,875.00 990,200.00 1,004,700.00 7,004,125.00 8,008,825.00 4/1/2034 960,000 3.000 2.750 60,825.00 1,020,825.00 1,067,250.00 1,067,250.00 6,004,500.00 7,071,750.00 4/1/2035 1,725,000 3.000 2.750 46,425.00 1,771,425.00 1,791,975.00 1,791,975.00 3,003,625.00 4,795,600.00 4/1/2036 1,370,000 3.000 2.750 20,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 4/1/2037 10/1/2037 10/1/2037 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 | 10/1/2032 | 830,000 | 3.000 | 2,650 | 86.325.00 | 916.325.00 | č.: | | · | | |
| 10/1/2033 870,000 3.000 2.750 73,875,00 943,875,00 1,004,700.00 1,004,700.00 7,004,125.00 8,008,825.00 4/1/2034 960,000 3.000 2.750 60,825.00 1,020,825.00 1,004,700.00 1,004,700.00 7,004,125.00 8,008,825.00 4/1/2035 46,425.00 46,425.00 1,067,250.00 1,067,250.00 6,004,500.00 7,071,750.00 10/1/2036 1,725,000 3.000 2.750 46,425.00 1,771,425.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2036 1,370,000 3.000 2.750 20,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 10/1/2037 10/1/2037 10/1/2037 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 | | , | | | - | | 990 200 00 | | 990 200 00 | 8 001 375 00 | 8 991 575 00 |
| 4/1/2034 10/1/2034 960,000 3.000 3.000 2.750 60,825.00 60,825.00 60,825.00 1,004,700.00 1,004,700.00 1,004,700.00 7,004,125.00 8,008,825.00 8,008,825.00 4/1/2035 10/1/2036 10/1/2036 10/1/2037 10/1/2037 1,725,000 1,370,000 1,370,000 1,370,000 1,390,550.00 3.000 2,750 2,0550.00 1,390,550.00 1,004,700.00 1,067,250.00 1,067,250.00 1,067,250.00 1,067,250.00 1,067,250.00 1,067,250.00 1,067,250.00 1,067,250.00 1,791,975.00 1,791,975.00 1,390,550.00 3,003,625.00 4,795,600.00 1,390,550.00 1,390,550.00 1,390,550.00 | _ | 870 000 | 3,000 | 2 750 | | | 550,250.55 | | 000,200,00 | 0,001,070.00 | 0,001,010.00 |
| 10/1/2034 960,000 3.000 2.750 60,825.00 1,020,825.00 1,067,250.00 1,067,250.00 6,004,500.00 7,071,750.00 10/1/2035 1,725,000 3.000 2.750 46,425.00 1,771,425.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2036 1,370,000 3.000 2.750 20,550.00 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 10/1/2037 10/1/2037 10/1/2037 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 | | 010,000 | 0.000 | 2,100 | | | 1 004 700 00 | | 1 004 700 00 | 7 004 125 00 | 0 000 005 00 |
| 4/1/2035 1,725,000 3.000 2.750 46,425.00 1,067,250.00 1,067,250.00 6,004,500.00 7,071,750.00 10/1/2036 1,725,000 3.000 2.750 46,425.00 1,771,425.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2036 1,370,000 3.000 2.750 20,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 4/1/2037 10/1/2037 1,390,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 | | 060 000 | 2.000 | 2.750 | - | | 1,004,700.00 | | 1,004,700.00 | 7,004,123.00 | 8,000,023.00 |
| 10/1/2035 1,725,000 3.000 2.750 46,425.00 1,771,425.00 4/1/2036 20,550.00 20,550.00 1,791,975.00 1,791,975.00 3,003,625.00 4,795,600.00 10/1/2036 1,370,000 3.000 2.750 20,550.00 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 4/1/2037 10/1/2037 1,390,550.00 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 | | 900,000 | 3.000 | 2.750 | - | | | | | | |
| 4/1/2036 | - 1 | | | | | | 1,067,250.00 | | 1,067,250.00 | 6,004,500.00 | 7,071,750.00 |
| 10/1/2036 | | 1,725,000 | 3.000 | 2.750 | • | | | | | | |
| 4/1/2037 1,390,550.00 1,390,550.00 2,003,875.00 3,394,425.00 10/1/2037 | 4/1/2036 | | | | 20,550.00 | 20,550.00 | 1,791,975.00 | | 1,791,975.00 | 3,003,625.00 | 4,795,600.00 |
| 10/1/2037 | 10/1/2036 | 1,370,000 | 3.000 | 2.750 | 20,550.00 | 1,390,550.00 | | | | | |
| 10/1/2037 | 4/1/2037 | | | | | | 1,390,550.00 | | 1,390,550.00 | 2,003,875.00 | 3,394,425.00 |
| TOTALS 9,555,000 3,799,758,29 13,354,758,29 13,354,758,29 0,00 13,354,758,29 238,089,633,81 251,444,392,10 | 10/1/2037 | | | | | | | | | , | |
| | TOTALS | 9.555.000 | | | 3 799 758 29 | 13 354 758 29 | 13 354 758 29 | 0.00 | 13 354 758 29 | 238 089 633 81 | 251 444 392 10 |

PE%=

0.00% Estimated

AR%:

28.34% (2017-18)

1

^{*}Optional redemption date of April 1, 2023.

^{**}Plancon is not assumed, although the District does plan to apply for potential state reimbursement.



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue ● Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: August 21, 2019

RE: PSBA elections – REVISED (updated information from PSBA August 21, 2019)

I support the following request:

| Office/Department | Board Secretary |
|---|---|
| Item Attached | Document |
| Description: | Directs the Board Secretary to record Pennsbury School District's vote in the 2019 Pennsylvania School Board Association elections as follows |
| Cost | N/A |
| Funds Allocated in Department Budget Account | N/A |
| | |
| Budget Transfer Required | Yes No |
| Cabinet Discussion | Yes No |
| Solicitor Review for Contract/Agreement | ☐ Yes ☐ No ☒ N/A |
| Anticipated Approval Date | September 19, 2019 |
| Other information: | Information regarding the candidates and process is attached. The Board should kindly deliberate and identify the candidates at the public meeting on September 19, 2019. PSBA updated this information on August 21, 2019. |

Please contact me with any questions or comments regarding this information.

Good morning,

Recently, you should have received your PSBA Election Materials packet, which includes information on how to cast your vote for PSBA officers, Insurance Trust trustees, and School Board Secretaries forum steering committee members. If you have not received your election materials, please email nominations@psba.org. As a reminder, voting closes on October 11, 2019.

A minor error was made in the packet that was mailed. On the slate of candidates document distributed, the length of term listed for Insurance Trust Trustees is incorrect. The corrected term dates are;

Trustee (term ends December 31, 2022)

- Kathy K. Swope (Lewisburg School District)
- Mark B. Miller (Centennial School District)

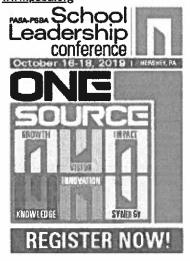
Updates have been made to the website which may be accessed here - https://www.psba.org/2019/07/psba-officer-elections-slate-of-candidates/. We apologize for not correcting this error before the packets were distributed.

Please email <u>nominations@psba.org</u> with any questions, or concerns.

Thank you,

Nominations

Pennsylvania School Boards Association o (717) 506-2450 ext. 3505 nominations@psba.org www.psba.org





[https://www.psba.org/]

PSBA Officer Elections: Slate of Candidates

PSBA members seeking election to office for the association were required to submit a nomination form no later than June 1, 2019, to be considered. All candidates who property completed applications by the deadline are included on the slate of candidates below. In addition, the Leadership Development Committee met on June 15th at PSBA headquarters in Mechanicsburg to interview candidates. According to bylaws, the Leadership Development Committee may determine candidates highly qualified for the office they seek. This is noted next to each person's name with an asterisk (*).

Voting procedure

Each member entity will have one vote for each officer. This will require boards of the various school entities to come to a consensus on each candidate and cast their vote electronically during the open voting period (Aug. 23 – Oct. 11, 2019).

Voting will be accomplished through a secure third-party, web-based voting site that will require a password login. One person from each member entity will be authorized as the official person to register the vote on behalf of his or her entity. In the case of school districts, intermediate units, career and technical centers, it will be the board secretary who will cast votes. In the case of community colleges, the president is designated as the authorized registrar. A full packet of instructions and a printed slate will be sent to authorized vote registrars the week of August 9.

Special note: Boards should be sure to add discussion and voting on candidates to their agenda during one of their meetings in August, September or October before the open voting period ends.

 PSBA Candidates - Frequently asked questions (https://www.psba.org/wpcontent/uploads/2019/08/PSBA-Candidates-Frequently-Asked-Questions-1.pdf)

Slate of Candidates

President-Elect

 Art Levinowitz*, Upper Dublin School District (Montgomery Co.) (https://www.psba.org/2019/07/art-levinowitz-2)

Vice President

David Hein*, Parkland School District (Lehigh Co.) [https://www.psba.org/2019/07/david-hein/)

Contral At Large

 Julie Preston*, Northern Tigga School District (Tigga Co.) (https://www.psba.org/2019/07/julieoreston/)

Section 1 Advisor

 Sabrina Backer*, Franklin Area School District (Venango Co.) [https://www.psba.org/2019/07/sabrina-backer/)

Section 3 Advisor

Ron Cole*, Sayre Area School District (Bradford Co.) (https://www.psba.org/2019/07/ronald-cole)

Section 5 Advisor

 Marsha Pleta, Washington School District (Washington Co.) (https://www.psba.org/2019/07/marsha-pleta/)

Section 7 Advisor

 <u>Tricia Stelner*</u>, <u>Derry Township School District (<u>Oauphin Co.</u>)</u> (<u>https://www.psba.org/2019/07/tricia-steiner/</u>)

* The Leadership Development Committee may, by majority vote, determine that one or more candidates for any elected position will be designated on the ballot as a candidate the Leadership Development Committee considers to be highly qualified. (PSBA Bylaws, Section S C Nominations)

PSBA Insurance Trust Trustees

Member entities also are asked to vote for open trustee positions on the PSBA Insurance Trust board. There are currently two seats open and two candidates. A member school entity can vote for up to two individuals. PSBA Insurance Trust provides complimentary travel/accident insurance to all school directors from member school entities while on official school board business. As such, all member entities are considered participants in PSBA Insurance Trust programs and are eligible to vote.

Trustee (term ends Dec. 31, 2022) Choose up to two candidates for a 3-year term.

- Kathy Swope, Lewisburg Area School District (https://www.psba.org/2019/07/kathy-swope/)
- Mark B. Miller, Centennial School District (https://www.psba.org/2019/07/mark-b-miller/)

School Board Secretaries Forum

All voting takes place online as part of the PSBA Officers Elections ballot; it is a two-part ballot.

Forum Steering Committee (term ends Dec. 31, 2021)
Choose up to three incumbents for a 2-year term

- Bethanne Zeigler Shikellamy School District
- Crystal Mance Cheltenham Township School District
- Jalme Lynn Zimerofsky Schuylkill Intermediate Unit 29 and Schuylkill Technology Center
- Jennifer Davidson Manheim Township School District

Posted on July 33, 2019 in PSBA News (/Category/PSBA-News/) with TAGS 2019 ELECTION (/TAG/2019-ELECTION/), PSBA ELECTION (/TAG/PSBA-ELECTION/)

Home (https://www.psba.org/)

Pennsylvania School Boards Association 400 Bent Creek Blvd Mechanicsburg , PA 17050-1873 717-506-2450

Contact Us (https://www.psba.org/about/contact/)

Convene @ Bent Creek (/convene-bent-creek/)

Employment at PSBA (https://www.psba.org/about/jobs-psba/)

How to Run for School Board (https://www.psba.org/advocacy-and-news/resources/run-school-board-guide-school-board-candidates-pennsylvania/)

Media (https://www.psba.org/category/press-room/)

Career Gateway (https://careergateway.psba.org/)

Keystone Education Radio (https://www.keyedradio.org/)

PA Public Education Foundation (https://www.papef.org/)

PSBA Insurance Trust (https://psbains.com/)

School Leadership Conference (https://www.paschoolleaders.org/)

Success Starts Here (https://www.successstartshere.org/)



PSBA Slate of Candidates

This slate is provided for informational purposes only. All voting takes place online. Each member entity's board secretary has received additional information on the voting procedures. Visit www.psba.org/elections for more details on each candidate, including photos and videos.

* The Leadership Development Committee may, by majority vote, determine that one or more candidates for any elected position will be designated on the ballot as a candidate the Leadership Development Committee considers to be highly qualified. (PSBA Bylaws, Section 5 C – Nominations). Please note, this designation does not apply to individuals running for PSBA Insurance Trust positions.

President Elect (one-year term)

> Art Levinowitz*, Upper Dublin School District (Montgomery Co.)

Biography/Statement

Art Levinowitz has been involved in education for his entire professional life. He was a teacher for eight years, employed as an administrator for more than 25 years for the New Jersey State Department of Education, and has served on Upper Dublin School Board for 20 years, including five as president. For the past 10 years he also has served as the president of the joint operating committee of the Eastern Center for the Arts and Technology. He has experience serving PSBA as both a regional director and Section 8 advisor. Last year Art was elected PSBA vice president. In addition to that role, he currently serves on the PSBA Finance Committee and as a director for the Pennsylvania Public Education Foundation. In 2017, he participated and completed the Pennsylvania Education Policy Fellowship Program.

Vice President (one-year term)

➤ David Hein*, Parkland School District (Lehigh Co.)

Biography/Statement

David Hein is a two-term member of the Parkland School Board and its current vice-president. He also chairs the Personnel and Finance Committee and has served on the Academics, Arts and Athletics Committee. He serves on the joint operating committee of the Lehigh Career and Technical Institute and is its most recent treasurer. He has been an active member of PSBA since being elected to the Parkland School Board. He serves on the PSBA Audit Committee and the PSBA Legislative Advisory Committee. He is the legislative liaison for his school board and served on the PSBA Leadership Development Committee last year. David enjoys attending the annual PSBA conference and Delegate Assembly and has participated in several webinars and live training sessions.



Central At-Large (three-year term)

> Julie Preston*, Northern Tioga School District (Tioga Co.)

Biography/Statement

Julie Preston has been a member of the Northern Tioga School Board since 2008. She was vice president and in 2015 was elected president, a role she currently holds. She also sits on the Intermediate Unit 17 board and had served as the treasurer until last year when she became vice president. She has been a PSBA liaison for several years, a regional director, and a Section 3 leader until the end of her term this year. She has attended the PASA-PSBA School Leadership Conference every year since becoming a board member. Julie has three adult children and eight grandchildren, one of whom has Down syndrome. She and her husband are retired independent grocery store owners.

Section 1 Advisor (two-year term)

> Sabrina Backer*, Franklin Area School District (Venango Co.)

Biography/Statement

Sabrina Backer has been active in public education since her children started elementary school. She began with the executive board of their school's parent/teacher organization, moved on to her local school board in 2015, and then served as Section 1 advisor, and on the Governing Board of PSBA in 2018. Since being elected to the Franklin Area School Board, she has served as PSBA liaison, and on their Hall of Fame, Personnel Operations, and Negotiations committees, chairing both the Personnel and Operations committees. Sabrina also has served on PSBA's Bylaws and Platform committees, the Pennsylvania Public Education Foundation, been a member of the Legislative Advisory Council and the chair of the Policy Committee. Sabrina attended Fayetteville State University and is the chief clerk/county administrator for Venango County. She resides in Franklin with her husband Brian and their two children – Britton, a freshman at Penn State; and Cambree, a sophomore at Franklin Jr./Sr. High School.

Section 3 Advisor (two-year term)

➤ Ron Cole*, Sayre Area School District (Bradford Co.)

Biography/Statement

Ron Cole has been a school board member in the Sayre Area School District for nine years. He is the current board vice president, chairman of the Community Relations Committee and a PSBA liaison. He also is a board member for the Northern Tier Career Center. Ron holds a bachelor's degree in communications and an associate degree in broadcasting from York College of Pennsylvania. During his four decades as a broadcaster, he spent almost 30 years in the Guthrie Health System's education department.



Section 5 Advisor (two-year term)

Marsha Pleta, Washington School District (Washington Co.)

Biography/Statement

Marsha Pleta is vice president of the Washington Area School Board and formerly served as board treasurer. She currently serves as PSBA liaison and Section 5 advisor. She is on the Legislative Advisory Committee and has been active in advocacy efforts on behalf of the association. She also has served as a member of the PSBA Leadership Development and Delegate Assembly committees. She regularly participates in events such as PSBA Advocacy Day, PASA-PSBA School Leadership Conference, Board Presidents Panel and other professional development opportunities.

Section 7 Advisor (two-year term)

> Tricia Steiner*, Derry Township School District (Dauphin Co.)

Biography/Statement

Tricia Steiner has been a school director for Derry Township School District since 2017. She regularly attends PSBA professional development events such as the PASA-PSBA School Leadership Conference and Advocacy Day. She participates actively as an advocate and is a member of the PSBA Equity Taskforce.



PSBA Insurance Trust

Member entities also are asked to vote for open trustee positions on the PSBA Insurance Trust board. There are currently two seats open and two candidates. A school entity can vote for up to two individuals.

Trustee (term ends December 31, 2023)

➤ Kathy K. Swope (Lewisburg School District)

Kathy K. Swope is a PSBA past president in her 21st year of service as a school director in the Lewisburg Area School District, serving the last 12 years as board president. She is the current board chair of the PSBA Insurance Trust and a member of the PA Public Education Foundation board. She is a trustee of the Pennsylvania School District Liquid Asset Fund and board director of the CM Regent Insurance Company. As a member of the Early Learning Investment Committee of the Susquehanna River Valley, she chairs the Champions of Early Childhood Education Initiative. In addition, she is a member of the Union County Historical Society board of directors. She holds a degree in elementary education from Susquehanna University and is a freelance writer and photographer by profession.

Trustee (term ends December 31, 2023)

Mark B. Miller (Centennial School District)

Mark B. Miller is completing his third term as an elected school director of the Centennial School District in Bucks County, PA. He is completing his first term as a trustee and has contributed more than a decade of service to PSBA. Mark has served as a member or officer of PSBA's Governing Board for seven years, during which time he's been a staunch public education advocate. His efforts earned numerous awards and acknowledgments, including citations from the PA House, PA Senate, and Congress. Among his most prized recognitions are the Allwein Society Legislative Advocacy Award (2014) and PSBA CEO's Distinguished Service Award (2018). Among Mark's other service, he is vice-chair of Middle Bucks Institute of Technology, co-chair of Keystone State Education Coalition and on the Easy Procure Board of Managers. Mark was the founding chairperson of EdPAC and a director of the Network for Public Education. His service also includes service to NSBA. Mark has been a delegate to the Federal Relations Network since 2008 and has been a member or chair of several NSBA committees and task forces. Mark believes there is no higher service to public education than that of being an elected school director in the community in which you reside.



School Board Secretaries Forum Steering Committee

Member entities also are asked to vote for open trustee positions on the School Board Secretaries Forum Steering Committee. All voting takes place online as part of the PSBA Officer Elections ballot; it is a two-part ballot. Please choose up to three incumbents for a two-year term.

Trustees (term ends December 31, 2021)

- > Bethanne Zeigler (Shikellamy School District)
- > Crystal Mance (Cheltenham Township School District)
- > Jamie Lynn Zimerofsky (Schuylkill Intermediate Unit 29 and Schuylkill Technology Center)
- > Jennifer Davidson (Manheim Township School District)



Ask them to add these to your firewall safe lists. **PLEASE NOTE:** Only member entities in good standing may vote. If your dues have not arrived by Aug. 12, you will not receive the email with the link to the ballot. Passwords will be released once we receive dues for 2019-20.

> Why do some candidates have an asterisk next to their name on the ballot?

The Leadership Development Committee may, by majority vote, determine that one or more candidates for any elected position will be designated on the ballot as a candidate the Leadership Development Committee considers to be highly qualified. (PSBA Bylaws, Section 6 C – Nominations)

Below is an excerpt from PSBA Policy 108 (as amended August 13, 2015), addressing how votes are cast by member entity boards.

J. Voting procedures.

- 1. Voting procedures. Voting and registering of votes shall take place during a period commencing eight (8) weeks prior to the annual meeting of the Delegate Assembly and ending two (2) weeks prior to the annual meeting of the Delegate Assembly, unless the PSBA Governing Board declares a shorter voting period. Specific dates for the first and last day of voting shall be widely publicized to the membership.
- 2. Sufficiently prior to the voting window, printed slates of candidates, along with instructions for voting, shall be distributed to the board secretary of the Governing Board of each member entity eligible to cast votes. For purposes of the PSBA election process and this policy, a Joint Operating Committee is regarded as that entity's Governing Board.
- 3. Casting of votes by member entities.
 - a. Each member entity whose current year PSBA dues have been paid in full shall be entitled to cast one (1) vote for each elected position presented for election. An entity may cast a vote only for an atlarge position for the section of the state to which it is assigned.
 - b. The vote of the entity for each position shall be determined by simple majority vote of the entity's Governing Board (majority of a quorum), cast at a public meeting of the Board.
 - c. A candidate must receive a majority of votes of a quorum of the entity's Governing Board present and voting in order for an entity's vote to be cast for that candidate. A plurality of votes by an entity's Governing Board for any candidate is not sufficient. In the event that no candidate for a position receives at least a majority of votes of the quorum present and voting, a run-off shall be conducted between the two (2) candidates previously receiving the most votes. If the Board is unable to produce a majority vote for a candidate, no vote is cast by the entity for that elected position.
 - d. The secretary of each entity's Board shall record the Board's vote as to each elected position on the ballot.
 - e. The selections of each member entity's Board for the elected positions on the ballot cast for that entity shall be registered with the PSBA Credentials Committee by the secretary of each entity's Board.



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: September 3, 2019

RE: Third Party Commercial Driver's License Skills Testing Services

I support the following:

| Office/Department | Transportation |
|---------------------------|--|
| Item Attached | Document |
| Description: | Authorizes the Director of Transportation to prepare and submit an application for Third Party Commercial Driver's License Skills Testing Services with the Pennsylvania Department of General Services. |
| Cost | N/A |
| Funds Allocated in | 21/2 |
| Department Budget Account | N/A |
| Budget Transfer Required | ☐ Yes ☒ No |
| Cabinet Discussion | ☐ Yes ☒ No |
| Solicitor Review for | |
| Contract/Agreement | Yes No N/A |
| Anticipated Approval Date | September 19, 2019 |
| Other information: | Pennsbury School District was an approved site, but our approval lapsed in 2018. Serving as a third party tester is helpful in recruiting new bus drivers. |

Please contact me with any questions or comments regarding this information.



THIRD PARTY TESTER FACT SHEET

March 2015

The Department of Transportation's Request for Applications (RFA) is soliciting applicants to provide "Third Party Commercial Driver's License Skills Testing Services". This is an open enrollment RFA. The objective is to obtain additional qualified testers for the third party commercial driver's license (CDL) skills testing program to expand geographic coverage within the Commonwealth of Pennsylvania. Functions which Third Party Testers will perform include, but are not limited to: examining the customer's permit, registration and insurance to ensure that all legal requirements are met; completing necessary commonwealth forms for test scoring and record keeping; and administering the skills portion of the test in accordance with testing procedures provided by PennDOT. Award will be made to applicants who submit applications that meet all requirements listed in the RFA. Interested applicants may view a copy of the full RFA, including Change Notices and Addendums, by accessing the Department of General Services website, eMarketplace, specifically the "Solicitations" tab. If you have any questions, refer to the Contact Information as shown on the Solicitation on eMarketplace.