

NEW HOPE-SOLEBURY SCHOOL DISTRICT
*Engaging, Enriching, and Empowering All Students
through a World-Class Education*

Finance Committee

February 21, 2019

6:00PM – District Office Conference Room

*Per BOG 006.2, all public meetings of the Board of Directors,
including committees, are audio recorded.*

Call to Order

Approve Minutes from the January 17, 2019 Meeting

Old Business

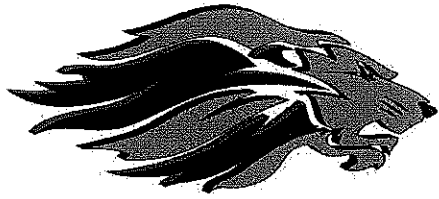
- None

New Business

- Transportation RFP
- Facility Condition Assessment Cost Summary
- 2018-2019 Budget
 - Fiscal Dashboard – General Fund
 - Treasurer's Report
 - Fiscal Dashboard – Construction Fund
 - Budget Transfers
- 2019-2020 Budget Update
 - State Budget Update
- Contracts
 - New
 - BCIU Master Services Agreement – Safe2Say Something Tip Response Services

Public Comment

Adjournment



Finance Committee Minutes

January 17, 2019

Board Chair— Mr. Mark Cowell

Administrative Liaison—Mr. Andrew Lechman

Attendance—Please see the accompanying committee attendance sheet.

Mr. Cowell called the meeting to order at 6:00 pm.

Upon a motion made by Mr. Marcus and seconded by Mrs. Stiefel the minutes of the December 13, 2018 meetings were approved by the committee.

Old Business

- None

New Business

- Committee Member Applications – The process for joining a committee has recently changed. Anyone interested in joining a committee should attend a meeting and submit a statement of interest which were made available at the meeting. Each month new applications will be submitted to the School Board for review and to make appointments. Members may resign at any time after giving notice to the School Board. Members may also be removed from a committee if they neglect or refuse to attend two successive regular meetings.
 - Mrs. Stiefel made a recommendation for the district to make a broader communication to the community to solicit interest in committee participation.
- Bucks County Intermediate Unit
 - Programs and Services Budget for 2019-2020
 - Mr. Lechman provided a brief summary of the Bucks County Intermediate Unit 2019-2020 Programs & Services and Instructional Materials & Research Services Budget. This budget has been approved by the Superintendents Advisory Council and the Intermediate Unit Board of School Directors in the amount of \$1,798,903 which is a 1.27% increase. The IU notes that while the overall budget has increased the overall district contributions have decreased. Each

school district in Bucks County must take action on this budget as presented and votes are tabulated on a proportional basis. The NHSD proposed contribution for 2019-2020 is \$21,269 which represents a \$33 increase from the current year. This is not the costs for the special education programs and services that are provided by the BCIU.

- 2018-2019 Budget

- Mr. Lechman provided an overview of the current status of the 2018-2019 budget as compared to the same period in the prior year. Revenues and expenses continue to trend normally. To date 81% of budgeted revenues have been received as compared to 80% in the prior year. 37% of budgeted expenditures have been accounted for as compared to 39% in the prior year. It was noted that while Real Estate Taxes shows 100% for the year but is only 99.56% (which rounds up to 100%). This is noteworthy because real estate tax collections are about \$100,000 less than budgeted. This is being driven by a significant increase in delinquent taxes for New Hope Borough. The average of property tax liens over the prior 4 years was \$120,000 and this year it was \$226,000. This will continue to be monitored and the taxes will be collected eventually through the delinquent tax collection process but it is a budget variance for this year.
- District Treasurer's Report and Investments – The committee received an update on the Treasurer's Report and district cash balances and investments as of December 31, 2018.
- One budget transfer was reviewed and it was confirmed that it has no impact to the overall 18-19 budget.
- Mr. Lechman also provided an update on the campus revitalization project financials. The estimated remaining project contingency is \$0.00 and the estimated overrun is \$53,000. This is a reduction from \$78,000 in the prior month. The primary reason for this change is the district office moving expenditures coming in less than estimated.

- 2019-2020 Budget Review

- Preliminary Budget Process and Timeline – In December the finance committee recommended moving the preliminary budget forward to the Board to authorize the budget to be posted for public display. The next step in the process is for the Board to approve the preliminary budget at the January Board meeting. The Preliminary Budget is in the same form as the proposed preliminary budget. The resolution authorizes the district to apply for referendum exceptions which will be completed by the middle of February.

- Preliminary Budget follow up items – At the December finance committee meeting several questions were posed by the committee that required follow-up:
 - Electric Data Budget and Rates – The preliminary budget shows a reduction of \$60,000 which is being driven by reduced rates from the participation in a buying consortium with other districts in Bucks and Montgomery County. Provident Energy Consulting is the group that leads the consortium. The total cost per kWh in 18-19 was 8.3 cents as compared to the rate for 19-20 which is 7.2 cents or a 13.5% reduction. These rates are combined for both utility and supply.
 - Rabbit Run Development – The committee reviewed a schedule with the current status of the Rabbit Run Development with data from the Bucks County Board of Assessment website. The development is approved for 37 homes. There are currently 9 homes settled with an average assessed value of 119,000 per home. Each home is generating approximately \$12,000 in property tax revenue. If that trend continues there is approximately \$334,000 of additional tax revenue to be generated at the current millage rate. This will be over time as the community is developed.
 - MBIT Enrollment trends – Enrollment at MBIT has trended as follows:
 - 15-16: 21 students
 - 16-17: 25 students
 - 17-18: 18 students
 - 18-19: 13 students (current enrollment)
 - The committee discussed MBIT costs are allocated as follows:
 - Tuition is based on enrollment
 - Lease Rental (Debt Service) – is based on market value as determined by the PA State Tax Equalization Board.
- Contracts
 - New
 - Buck Institute – The District is looking to continue the engagement with the Buck Institute for staff professional development on February 14-15. The Buck Institute completed professional development for staff on the PD days in August on project based learning and this would continue this development. The total cost of this agreement is \$8,250 and is part of the curriculum professional development budget for 2018-2019.
 - MG Tactical Advantage, LLC – A portion of the approved safety and security budget for 2018-2019 was designated for a safety and security audit of our campus and facilities. The Board originally approved a contract with the Bucks County Intermediate Unit to complete this work, but for a number of reasons the BCIU is no longer in a position to complete this audit. We are making the recommendation to move forward with an agreement with MG

Tactical Advantage to complete this audit. This firm has completed a similar audit at Central Bucks School District and comes recommended from them.

- Act 44 created a requirement for the State Police to complete a safety review of each district. The capacity of the state police to complete this for all 500+ districts is limited and we have no way of knowing when this might occur or at what level of detail.
 - A request was made to have MG Tactical to provide documentation to confirm that they are certified under Act 44 to complete this assessment.
- Renewal
 - S4Teachers Addendum for Substitute Nurses – We currently have a contract in place with S4Teachers to provide substitutes for teachers, instructional assistants and administrative assistants when substitutes are needed. We are requesting approval of this addendum for substitutes for nurses. We do currently have substitutes nurses approved as employees and we utilize those staff to fill in for nurses who are out on leave. This will provide us with an additional level of coverage in the instance that one of our sub nurses is not available.
 - We have run into scenarios on student trips where our nurses and substitute nurses were not available and trips almost didn't run as a result. This would be our backup to this scenario.
 - It was requested that we make sure that this addendum doesn't require us to transition our district sub nurses to S4Teachers.
- A motion was made by Mr. Marcus and seconded by Mr. Capriotti and approved to move the following items to the board agenda for approval:
 - BCIU Programs and Services Budget for 2019-2020
 - Budget Transfer
 - Buck Institute Professional Development Agreement
 - MG Tactical Advantage, LLC Agreement for Safety and Security Audit pending the review and approval by the Facilities Committee.
 - S4Teachers Addendum for Substitute Nurses

Public Comment

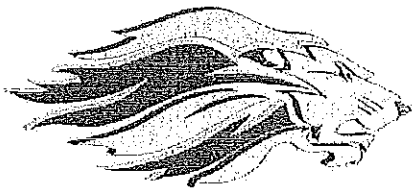
- Public comments were made throughout the meeting and are captured in the meeting minutes as appropriate.
- The following comments were made about non-agenda items:
 - Mr. Band – Spoke on the following items
 - Sub Nurses and Field Trips
 - Board Committees and an effort to get students on the committee.
 - Parking lot kiosks

- Interest on the \$28.5M and the cost per family
- MBIT enrollment and student survey
- EDR's for miscellaneous items like timer/scorer/ticket-taker
- Mr. Cortella – Landmark developers – Logan Inn
 - Proposal for use of district parking lot space.
- Mr. Marcus commented on the use of parking lot kiosks.

Mr. Cowell adjourned the meeting at 7:15pm.

Respectfully submitted,

Andrew Lechman
Chief Operations Officer



NEW HOPE-SOLEBURY SCHOOL DISTRICT
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Finance Committee Meeting Sign-In and Attendance
January 17, 2019

Name (Please Print)	Committee (C) or Public (P)
MARK COWELL	(C) P
John Capriotti	(C) P
John O'Hara	(C) P
Jim Trammell	(C) P
Charles W ^m Lentz	(C) P
Deirdre Alderfer	C P Board Member
STAN MARCUS	(C) P
Ellen Stefel	(C) P
ED DUFFY	C (P)
Melvin Band	C (P)
Miki McKenna	C (P) Admin.
DAVE TENDALE	C P Admin.
John Mazza	C (P)
Art Ellis	C P Teacher
Alison Kinsey	C (P)
Dwight Rice	C (P)
Rick Hoff	(C) P
FRANK CRETELLA	C (P)
S. Grogan	C (P)
Chris Muller	C (P)
DAVE HANSEL FAC COM	(C) P

Please note: This sign-in sheet will be included in the meeting minutes and posted to the District's website.

Andrew Lechman

(C) Admin

New Hope-Solebury School District

180 West Bridge Street

New Hope, PA 18938

215-862-8185

REQUEST FOR PROPOSAL

The New Hope-Solebury School District invites qualified vendors to submit proposals for:

CONTRACTED SCHOOL BUS TRANSPORTATION

The New Hope-Solebury School District is soliciting proposals for the provision, management and operation of student transportation services including an appropriate and cost effective vehicle fleet, all aspects of driver and employee management and supervision as well as providing route planning service in accordance with provisions of this Request for Proposals (RFP).

(RFP) documents and specifications are available at the New Hope-Solebury School District-Business Office, 180 West Bridge St. New Hope, PA 18938 215-862-8185.

Questions about the RFP should be directed to Mr. Andrew Lechman. Contact Information:

Email – alechman@nhsd.org

Phone – 215-862-8185

SUBMISSION OF PROPOSALS

The vendor shall submit two (2) signed copies (1 original, 1 photocopy) of the completed proposal in a sealed envelope clearly marked “**TRANSPORTATION RFP**”.

Proposals are due by 3:00 p.m. – Friday, March 8, 2019

Mail or deliver proposal to the following address:

Chief Operating Officer/Mr. Andrew Lechman

New-Hope Solebury School District

180 West Bridge St.

New Hope, PA 18938

SCHEDULE OF EVENTS

Initial Review of Proposals—Monday March 11, 2019

Conduct Phone Interviews with vendors, if necessary—March 12-15

Final Review—March 18

Issue “intent to award” no later than April 1, 2019

Contract Awarded by Board—On or before April 30, 2019

Contract Start Date – July 1, 2019

NEW HOPE-SOLEBURY SCHOOL DISTRICT
REQUEST FOR PROPOSAL
CONTRACTED SCHOOL BUS TRANSPORTATION

SCOPE OF WORK

Desired services include, at a minimum, the services and products included in the following project scope. Additional work included in the basic proposal without additional cost shall be identified and any recommended additional or reduced services shall be clearly identified with any associated costs. Scope of work shall include the provision, management and operation of complete student transportation services including an appropriate and cost effective vehicle fleet, all aspects of driver and employee management and supervision, as well as provide route planning to be approved by the District.

NEW HOPE-SOLEBURY SCHOOL DISTRICT
REQUEST FOR PROPOSAL
CONTRACTED SCHOOL BUS TRANSPORTATION

Chief Operating Officer
New Hope-Solebury School District
180 West Bridge St.
New Hope, PA 18938

The undersigned hereby proposes to furnish school bus transportation for the New Hope-Solebury School District as per the prices quoted on the attached proposal pages. The undersigned certifies to have read and fully understand the specifications and offer to furnish the services in exact accordance with the specifications and at the prices quoted.

NAME: _____

SIGNATURE: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

CONTACT: _____

PHONE: _____

NEW HOPE-SOLEBURY SCHOOL DISTRICT REQUEST FOR PROPOSAL CONTRACTED SCHOOL BUS TRANSPORTATION

TOTAL PROPOSAL PRICE (BASE PRICE) FOR "DAILY RUNS" AS LISTED ON SCHEDULE A:

Number of Annual Transportation Days - 180

	19-20 Rate	Total Costs 19-20	20-21 Rate	Total Costs 19-20	21-22 Rate	Total Costs 19-20	22-23 Rate	Total Costs 19-20
Lift Bus Runs	1 \$	\$	\$	\$	\$	\$	\$	\$
Bus Runs	11 \$	\$	\$	\$	\$	\$	\$	\$
Mini Bus Runs	5 \$	\$	\$	\$	\$	\$	\$	\$
Mini Bus Runs - Half	1 \$	\$	\$	\$	\$	\$	\$	\$
Mini Bus Runs - Quarter	1 \$	\$	\$	\$	\$	\$	\$	\$
Van Runs	2 \$	\$	\$	\$	\$	\$	\$	\$
Aides	2 \$	\$	\$	\$	\$	\$	\$	\$
Total For the Year	\$		\$		\$		\$	

If your determination is that more buses are needed than defined in Schedule A please provide an explanation:

NEW HOPE-SOLEBURY SCHOOL DISTRICT
REQUEST FOR PROPOSAL
CONTRACTED SCHOOL BUS TRANSPORTATION

COST BREAKDOWN OF 'DAILY RUNS" (Per Schedule A)

BUS	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)
Daily Rate*				
(hours & miles included)	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate**	\$ _____	\$ _____	\$ _____	\$ _____

MINI-BUS	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)
Daily Rate*				
(hours & miles included)	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate**	\$ _____	\$ _____	\$ _____	\$ _____

VAN	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)
Daily Rate*				
(hours & miles included)	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate**	\$ _____	\$ _____	\$ _____	\$ _____

AIDE	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)
Daily Rate*				
(hours & miles included)	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate**	\$ _____	\$ _____	\$ _____	\$ _____

*MAXIMUM DAILY HOURS BEFORE EXCESS RATE APPLIES: _____ HOURS.

**MAXIMUM DAILY RUN MILEAGE BEFORE EXCESS RATE APPLIES: _____ MILES.

***Monthly Lease amount for use of the District transportation facilities \$_____ per month.

NEW HOPE-SOLEBURY SCHOOL DISTRICT
REQUEST FOR PROPOSAL
CONTRACTED SCHOOL BUS TRANSPORTATION

COSTS FOR ACTIVITY BUS RUNS, ATHLETIC AND FIELD TRIPS

ACTIVITY BUS RUNS	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)
Daily Rate*				
(hours & miles included)	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate**	\$ _____	\$ _____	\$ _____	\$ _____
Minimum Trip Rate	\$ _____	\$ _____	\$ _____	\$ _____
Layover Rate	\$ _____	\$ _____	\$ _____	\$ _____

ATHLETIC TRIPS/FIELD TRIPS	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)
Daily Rate*				
(hours & miles included)	\$ _____	\$ _____	\$ _____	\$ _____
Excess Mileage Rate**	\$ _____	\$ _____	\$ _____	\$ _____
Minimum Trip Rate	\$ _____	\$ _____	\$ _____	\$ _____
Layover Rate	\$ _____	\$ _____	\$ _____	\$ _____

*MAXIMUM DAILY HOURS BEFORE EXCESS RATE APPLIES: _____ HOURS.

**MAXIMUM DAILY RUN MILEAGE BEFORE EXCESS RATE APPLIES: _____ MILES.

**NEW HOPE-SOLEBURY SCHOOL DISTRICT
REQUEST FOR PROPOSAL
CONTRACTED SCHOOL BUS TRANSPORTATION**

SCOPE

New Hope-Solebury School District ("District") is located in Bucks County and includes the following municipalities: New Hope Borough and Solebury Township. The District covers approximately 28 square miles with a population of 11,220 (2010 Census), and is located about 40 miles north of Philadelphia. The School District is governed by a board of nine School Directors who are citizens of the School District. The Superintendent, who is appointed by the Board, is the chief administrative officer of the School District, with overall responsibility for all aspects of operations, including education and finance.

The District operates two (2) elementary schools and two (2) secondary schools. There is one campus in New Hope Borough that includes the Upper Elementary School, the Middle School and the High School. The Lower Elementary School is located in Solebury Township located at 3020 North Sugan Rd, Solebury, PA 18963 which is approximately 3 miles from the main campus.

Under the provisions of Act 372, the District provides transportation for resident students that attend the Pennsylvania Department of Education accredited non-public schools located within the District's boundaries and up to 10 miles beyond.

STATEMENT OF PURPOSE

The transportation of students is a specialized function. The essence of any student transportation contract is that the students be transported to and from school regularly, promptly, safely and without interruption or incident. The children's interest in transportation takes precedence over the interest of either the contractor and its drivers or the New Hope-Solebury School District. The primary obligation of the contractor is to operate its affairs so that the New Hope-Solebury School District will be assured of continuous reliable service. For the protection of our children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The New Hope-Solebury School District places and the contractor accepts full responsibility of assuring such qualities in personnel. Therefore, all required security clearances and background checks must be satisfactorily completed in accordance with law.

Under the proposed service agreement, the contractor will be responsible for all aspects of pupil transportation service subject to the approval of the New Hope-Solebury School District. As such, the contractor must have the management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications. By submitting a proposal and accepting a contract, the contractor represents that it has such management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications.

NEW HOPE-SOLEBURY SCHOOL DISTRICT
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GENERAL SPECIFICATIONS FOR STUDENT TRANSPORTATION

1) FAMILIARIZATION

Each contractor is required to examine the entire proposal, including the specifications and attachments, and to become familiar with the routes, schedules, bus stops, traffic conditions, topography, road conditions, locations of schools, including entrance driveways and exits and with all other physical facts pertinent to the performance of the work.

2) OFFICE SPACE AND TERMINAL FACILITIES

The contractor is required to provide an office and a terminal facility within the New Hope-Solebury School District boundaries, unless otherwise previously approved by the New Hope-Solebury School District.

The District highly encourages contractors to consider lease of the existing school district transportation facility. Contractor should note the monthly lease payment on the proposal. The monthly lease payment will be part of the cost consideration used in the award.

3) MANAGEMENT OF EMPLOYEES

Personnel furnished by the contractor to perform the functions specified in the contract shall be employees of the contractor. The contractor shall pay all salary, wages, Social Security taxes, federal and state unemployment insurance, and any other tax relating to the employment of such employees. The contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the contract.

The Contractor shall permit contractor-owned or leased vehicles to be operated by trained and competent drivers who hold valid Pennsylvania drivers licenses/applicable Commercial Drivers Licenses (CDL) with appropriate endorsements for the vehicle they operate.

Contractor personnel and especially drivers are critical to safety and security on the buses as it relates to student conduct. Said driver shall report all cases of student misbehavior on the forms provided and will aid in handling disciplinary matters in strict accordance with district policy and existing law.

All employees of the Contractor must meet the regulations and rules of the Pennsylvania Department of education and department of Transportation in regard to age, fitness, competence, conduct, licensing, driver history, pre-employment drug and alcohol screening, physical examination, TB testing, Pennsylvania and FBI criminal, child abuse and other clearances, random and casual incident testing and continuing eligibility.

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Contractor shall provide owner with a hard copy of all licenses, endorsements, criminal record investigation results and physical examination reports for each and every driver prior to assignment of the employee to a route or trip.

In addition to providing staffing sufficient to meet all routine driving and maintenance needs, the contractor shall provide a dedicated terminal manager/dispatcher who shall not be regularly assigned to routine student transportation. Failure to have a manager/dispatcher in the terminal at all times, without prior consent of the District, may result in the imposition of a penalty of \$200 per occurrence.

Contractor shall also employ an adequate number of substitute drivers, to properly staff all published routes and provide required activity buses. (Minimum 10% of regular staff)

Contractor agrees that the owner shall have the right to request, which shall not be unreasonably denied, the suspension, transfer, or removal of an employee from the District.

4) SUPERVISION

- a) The contractor will provide a qualified supervisor and staff of employees. The supervisor will be trained and experienced in the supervision of school bus and van drivers. The contractor's supervisor shall cooperate fully with the New Hope-Solebury School District Chief Operating Officer and Superintendent to ensure a safe and efficient transportation system. Contractor shall provide evidence of regular safety meetings and training for all employees including regular observations and evaluation of employee performance on the road.
- b) The office will be open with personnel on-site minimally during regular hours of operation as determined by bus schedules. Contractor shall also maintain an answering service or machine with incoming and outgoing message capabilities. The outgoing message shall provide a twenty-four hour emergency contact phone number for parents, students, coaches and staff requiring immediate assistance with transportation.
- c) Contractor will agree to make the supervisor and staff available to the District for community and parent related inquiries upon request and notice of the District.
- d) The contractor agrees to furnish such reports as may be required and at the times designated by the District or its designated representative. The Contractor agrees to provide the Chief Operating Officer with verification of every requirement for buses and bus drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this contract prior to the opening of school, or whenever new drivers are used.
- e) School transportation contractors are responsible for the behavior and actions of their employees, particularly with regard to adherence to the transportation policies and regulations of the District. Violations of those policies and/or regulations by drivers shall

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be considered violation of those policies and/or regulations by the contractor who employs the driver. Such violations of policies and/or regulations may, at the option of the District, operate as cause for the termination of a contract for the transportation of school pupils.

- f) The contractor agrees to obtain directions to destinations for all trips at least 24 hours before the scheduled departure.
- g) Contractor agrees to collect and provide the District Chief Operating Officer with any and all data requested or needed to complete state reports or reports to the Board and/or Superintendent. Contractor agrees to require drivers to complete mileage information sheets, provided by the district, during each month from October through May. Contractor agrees to enter the collected data in district provided format or approved routing software intended to create records and reports necessary for preparation of annual state reports and other purposes.

5) DRIVERS

It shall be the intention of the District to contract for the transportation of public, parochial, private, charter and special needs school students on each school day as established by their respective calendars. The contractor will be responsible for providing drivers, for managing drivers, and furnishing the required number of drivers to transport students to and from school on a daily basis and for assigned athletic and field trips.

- a) Every school bus driver provided by the contractor shall meet all regulations, presently in existence or implemented over the term of this contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation.
- b) Drivers will have physical examinations provided at the expense of the driver or contractor.
- c) A mandatory drug testing and approved random testing program, as specified by state and federal laws, are required to be performed by a District approved company at the expense of the contractor. Contractors are responsible to comply with all federal laws, state laws, local laws, and District policies pertaining to drug and alcohol testing of covered drivers and related personnel who provide student transportation services for the New Hope-Solebury School District. A covered driver shall include any contractor employee who drives, operates or is in the actual physical control or movement of a school bus or a commercial vehicle owned, leased or operated by the independent contractor in connection with school District services.

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- d) The contractor agrees to submit a list of certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the New Hope-Solebury School District before the start of each school year under the contract or prior to the start of service by new drivers. Additionally, the contractor must provide proof of current Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), and Act 114 (FBI Fingerprint Report) clearances to the District for all personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to transport students. Act 34 and Act 151 clearances must be updated every five (5) years at a minimum for all personnel. The contractor also agrees to provide employment history reviews and arrest and conviction reporting for contracted services involving direct contact with children, as mandate by law. Contractor employees providing services for students shall undergo a test for tuberculosis in accordance with the regulations and guidance of the Pennsylvania Department of Health.
- e) Both regular and substitute drivers shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the District that the rate of driver turnover be minimal.
- f) All personnel, including drivers, assigned to perform under the contract shall be subject to approval by the District prior to being assigned by the contractor. The District retains the right to evaluate the drivers and all other personnel employed by the contractor for the performance of the contract by any and all reasonable means.
- g) The contractor will comply with a request by the District to remove any school bus driver who, in the District's opinion, is not qualified to operate a school bus or cannot properly maintain control students.
- h) The failure to comply with any of these requirements shall be grounds for termination of the contract.

6) LICENSES

The contractor and its employees shall acquire and maintain valid permits and licenses required by law. All costs and fees for such license shall be the sole responsibility of the contractor and/or the drivers under its employ.

7) VEHICLES PROVIDED

- a) School buses and all other vehicles used in the performance of the contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority, as applicable. School buses, Type I and II vehicles, shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania Officials during the summer months. Cars, vans and Type III school mini-vans shall conform to the standards of the Bureau of Traffic Safety. All vehicles shall conform to

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the provision of the law of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.

- b) The contractor is to provide sufficient spare buses as backup units for breakdowns, preventative maintenance, and accident-damaged vehicles. The contractor will also supply a reasonable number of additional buses to provide for special services, such as athletic/ band trips and field trips. A minimum of 20% of the base contracted number of buses shall be deemed sufficient and there should be no additional charges for spare vehicles.
- c) The contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and vans utilized under the contract at its own cost.
- d) The contractor shall furnish daily interior cleaning. Exterior cleaning will be done at least twice a month during the months of September through June and at least once during the summer months. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. The contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe bus be used to transport students. The contractor will keep on file the completed inspection sheets and submit copies of the sheets on demand to officials of the New Hope-Solebury School District when requested.
- e) Unless otherwise specified and requested by the district, all vehicles used for transportation service under this contract shall be school bus rated, outfitted with all mandated equipment/safety features and be equipped, at very least, with:
 - Rear Strobe lights that shall be activated at all times of operation involving the transportation of District students.
 - All vehicles used by the contractor which, by design, are intended to transport fewer than thirty-six (36) students, shall be equipped with seatbelts.
 - All vehicles shall display odometer readings to the one-tenth mile.
 - All buses and mini-buses shall be equipped with automatic tire chains
 - All vehicles shall be equipped with locking front and back doors and a sleeping child monitoring device
 - All vehicles shall be equipped with video cameras
 - All vehicles shall be equipped with GPS, such as ZONAR, capable of tracking, at a minimum, date, time, bus location, speed, and 8-way warning light system use.
- f) The District will be provided with access to all vehicle technology including logins and passwords where feasible including but not limited to GPS, cameras, routing software, etc.
- g) The District retains the right to inspect the school buses and all other vehicles to insure safety compliance. The school district reserves the right to put a bus out-of-service if there is any doubt as to its safe operation.

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- h) All school buses assigned to regular daily routes by the bidder pursuant to the contract shall be no older than ten (10) years with the average fleet age not to exceed five (5) years at any time. All vans to be utilized by the successful bidder for the performance of the contract shall be no older than ten (10) years from the date of manufacture. Use of spare buses will be kept to a minimum and the District will be notified in writing when this occurs.
- i) It is understood and agreed to by both parties that the contractor when engaged in one or two hour delays for the start of classes will use the extra time to prepare the vehicles for service. School bus engines will be started earlier and left running so that alternate vehicles can be used in the case of failed starts. In subzero weather during delayed opening, contractors will do short test runs to be sure that their vehicles can complete their routes.

8) SAFETY PRECAUTIONS

The Contractor shall require all drivers to comply with the following safety precautions:

- a) All traffic regulations must be observed at all times.
- b) Each driver is expected to remain with the bus at all times whether at a school building or on the route. If the driver must leave the vehicle, no children will be left on board, and the bus entry door must be closed and locked.
- c) The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PA Department of Transportation, as promulgated from the Vehicle Code, or a reasonable speed for road conditions. It shall be the duty of each driver to operate the bus at a reasonable rate of speed at all times.
- d) Each driver shall use the greatest care to guard the children, prevent overcrowding and maintain order in the bus at all times. Any child refusing to obey the driver shall be reported to the school administration using the bus conduct forms provided by the District or a mutually acceptable form.
- e) All children riding on the buses must be transported to their designated stops pursuant to district transportation procedures.
- f) No school bus shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on the "Approved School Bus Sticker." All other public conveyances, when transporting school children under contract, shall provide adequate seating for each student with no standees permitted.
- g) There shall be no eating (food and/ or drinks) in any of the vehicles used to transport students. Use of tobacco, drugs or alcoholic beverages in the buses or on school property

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is prohibited at all times. Contractors will enforce New Hope-Solebury School District or sending school district policies including the requirement that there is no smoking allowed at any time on school buses used in the District.

- h) In the event the District would institute any additional safety standards for the transportation of students, the successful contractor agrees to install and/or implement such safety enhancements. The cost of such safety enhancements will be negotiated between the District and Contractor.
- i) Safety Key Performance Indicators will be determined and reported on a quarterly basis including but not limited to on-time performance, idling, pre-trip, preventative maintenance, rapid breaking and rapid deceleration.

FUEL

- a) The District will furnish the fuel necessary to provide the services outlined in the Agreement, at its own expense. The amount of District provided fuel will be determined by mutual agreement based on service mileage, number of routes, and vehicle type. It is the expectation of the District that the Contractor will make every effort to maximize the efficient use of district-purchased fuel through a full-service preventative maintenance program and good training/evaluation methods for drivers. Any fuel required for contractor's non-district charter operations will be at the contractor's expense. Contractor will maintain accurate mileage records by category of service and shall be billed at district cost for fuel used in non-district charter operations. Contractor shall invoice field trips directly to requester and shall collect and remit to district the cost of fuel used for trips.
- b) The district shall provide Ultra-Low Sulfur Diesel fuel only, in its own 10,000 gallon tank at the transportation facility located on the main campus. A fuel metering procedure shall be jointly developed at the time of contract signing. Any additional tanks made necessary by the types of buses/vehicles provided by the contractor shall be installed at the contractor's expense. The location of the tank(s) shall be mutually agreeable to the contractor and the district and shall remain the property of the District upon termination of the contract.
- c) Where the School District furnishes the fuel from a fuel storage and delivery system provided by or on behalf of the District, regardless of its location, the School District is solely responsible for maintaining such system and for complying with all laws, rules and regulations (including, but not limited to, orders and requirements of state, local or federal authorities) applicable to such system. The School District will indemnify, defend and hold Contractor harmless from and against any loss, liability, claim or expense arising out of violation of any law, rules, regulations, order, or other legal requirement applicable to the School District's fueling obligations hereunder, or arising out of any release, leak, or spill of fuel or environmental contamination at (i) the School District's fuel storage and delivery system, regardless of location, (ii) any alternative fueling site

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provided by the School District hereunder, and (iii) the garage and yards currently utilized by the School District referenced herein in the Statement of Purpose, except to the extent the loss, liability, claim or expense is caused by the negligence, recklessness or deliberate acts of the Contractor, its agents, employees, contractors or vendors.

- d) The school district reserves the right to examine and inspect without penalty and at reasonable times any or all contractor records and equipment to insure compliance herewith.

9) **BUS ROUTES AND BUS STOPS**

- a) Bus routes shall maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage while being mindful of student ride time. All bus stops must be approved by the District prior to utilization.
- b) Bus routes and bus stops shall be prepared by the Contractor and presented to the District for approval. The District may request modifications to bus routes or stops at its sole discretion. The Contractor shall not deviate from the designated routes or stops except by prior written consent of the District or in an emergency.
- c) An operating time schedule for each building shall be provided by the District. The contractor shall use this information to create and designate the time and place of all bus stops, both morning and evening. These schedules shall be carried in the bus and provided to the schools. The time schedule may be modified by the District as the occasion demands, but only after due notice has been given to parents and contractor. In addition, finalized student rosters will be provided by the Contractor to the District Business Office, and to all schools serviced, three (3) weeks prior to the first day of the school year.
- d) The District will be responsible for providing the communication of bus routes and schedules to all students and their families.
- e) In the case of an emergency, any deviation of established routes shall be reported promptly to the District Business Office.
- f) Schedule A provides information on the routes and the number of students that were scheduled in the District for 2018-19, (Base Price). The cost of additional bus runs or credit for deletions will be discussed between the contractor and the District based on the proposal and contract.
- g) **Activity/Athletics buses** shall mean transportation required after the regular school day is over and the regular daily runs are finished. Special routes and schedules may be established for such purposes or written daily by the contractor based on reservations. At its discretion, the Board may decide to increase the number of activity buses needed or may eliminate any or all of these buses.

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10) TWO-WAY RADIOS

The successful bidder will agree to utilize and maintain its own two-way radio apparatus on all of its buses and other vehicles in service. All buses purchased during the term of this contract must be equipped with said radios. The radio system will remain the property of the contractor and any licensing renewal fees will be paid by the contractor. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract. The contractor will assume the ongoing maintenance of the radio system and purchase of additional radios as it deems necessary. The contractor will, at his expense, install and maintain base-station radio(s) to provide for direct communication between the buses and the contractor. One base-station radio will be provided to the District to be used as a means of traffic monitoring.

Cell phones may not be used while operating a vehicle. If cell communication with base is necessary, the driver must stop the vehicle at a safe location before communicating. No personal calls will be made or received during driving hours.

11) PUPIL SUPERVISION

- a) The District delegates to the contractor the necessary authority to supervise and control students on buses and vans in accordance with District rules. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Bus conduct reports must be completed by the driver and given to the student's building administrator.
- b) The contractor will utilize video monitoring equipment as a means to supervise bus students and to augment the written student misconduct report in accordance with the law.
- c) Pupils shall be taken on and discharged from the bus only at the designated stops and at the extreme right of the road or other location as designated by the District. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus, or signal the driver of any vehicle who has stopped in compliance with the provision of applicable law, including but not limited to 72 Pa.C.S.A. sect. 3345, to proceed, until after each child on the vehicle has been safely seated, or when exiting, has reached a place of safety.
- d) No person other than a school pupil shall be transported in a school vehicle except in an emergency or when designated by Chief Operating Officer. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.

12) VIDEO MONITORS

Contractors will provide and install a video recording device capable of receiving and recording audio and video from a video capturing device on each school bus under contract to

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the New Hope-Solebury School District. The recording devices should be inspected on a monthly basis with reports provided to the New Hope-Solebury School District. All vehicles must have proper signage indicating audio and video recording equipment is in use. All buses shall be equipped with three devices, including front, middle, and door. Video records should be maintained for a minimum of 2 weeks.

13) STUDENTS WITH SPECIAL NEEDS

Drivers assigned to transport disabled, special education, and early intervention program students shall be given special training concerning the techniques of handling such children. The District reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons. In addition, contractor will provide all assistive devices such as, but not limited to, car seats, star seats, safety seats as needed.

14) DRIVER UNIFORMS

All drivers must be outfitted in uniform shirts, jackets, and/or vests at all times. Proper identification should be visible at all times. The contractor should include a description of driver uniforms with the proposal.

15) DRIVER TRAINING

Driver training is extremely important to successful student transportation programs. Best practices in driving training includes "soft skills," such as how to communicate with students, etc. The contractor should include a detailed description of their driver training program, including a schedule for training for Year 1 of the contract.

16) RIGHT TO CONTRACT WITH OTHERS

The School District reserves the right to contract with parents, guardians, other commercial transportation providers and others for the transportation of pupils.

17) SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

The Superintendent, or designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The contractor agrees to advise the District and sending school districts of road conditions when requested, including but not limited to early morning rides to determine road conditions with a report to the Superintendent before 6:00 AM. The contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes.

18) REGULATIONS AND COMPLIANCE

The contractor must comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, the regulations of the Pennsylvania Department of Transportation, all federal laws and regulations and the policies, rules and regulations of the District as amended from time to time.

19) INDEPENDENT CONTRACTOR

It is understood that the contractor is an independent contractor and not an officer, agent or

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employee of the New Hope-Solebury School District while engaged in carrying out and complying with any of the terms and conditions of the contract.

20) NON-TRANSFERABLE CONTRACT

The contract shall not be transferred, subcontracted or assigned without the prior approval of the Board and the written consent of the District.

21) TERM

- a) The contract will be awarded for a four-year term with an option by the New Hope-Solebury School District to extend the contract for additional years. The contract will commence on July 1, 2019. Without limitation to its rights under section 23 of this RFP, the District reserves the right to terminate the contract for its convenience upon not less than One Hundred Twenty days (120) days written notice to the contractor.
- b) The transportation provided shall be performed in compliance with the terms and conditions of this Agreement and its attached Schedules and shall commence on the first day of classes as stipulated by the Board and shall run for a period of approximately 180 school days, but not less than the length of the school term, plus summer service for Extended School Year and early intervention students for each of the school years of the contract. Refer to Schedule C for the District's 2018-19 School Calendar.

22) PERFORMANCE BOND

- a) Upon award of a contract that exceeds \$10,000, the contractor shall provide, annually, a Performance Bond in the amount of seventy-five percent (75%) of the current-year contract price. (For the first year of the contract, the Performance Bond would guarantee 75% of the contract price as stated in the proposal for Year 1--2019-2020; for the second year, the Performance Bond would guarantee 75% of the contract price as stated in the proposal for Year 2--2020-2021, and so on.)
- b) For the first year of the contract, the contractor shall deliver the required bond to the District not later than five days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the contractor shall, prior to the commencement of the work, submit evidence satisfactory to the District that such bond will be furnished. Annually thereafter, the contractor shall deliver the required bond not later than five days before the commencement of the start of the next year of the contract.
- c) The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix a certified and current copy of the power of attorney to the bond.
- d) The cost of the bond furnished hereunder shall be included in the contract sum.

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- e) Upon the request of any person or entity appearing to be a potential beneficiary of the bond covering payment of obligations arising under the contract, the contractor shall promptly furnish a copy of the bond or shall permit a copy to be made.
- f) If any Surety hereunder makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the District is insolvent, the contractor shall immediately furnish and maintain another Surety, satisfactory to the District, in addition to insurance or bond required by this agreement. If the contractor fails to so purchase or maintain such insurance or bond it will pay all costs incurred by the District, including, but not limited to, reasonable attorney's fees.

23) FORFEITURE

- a) If the contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, including home to school transportation, athletic/ band trips, and field trips, and additional routes, the New Hope-Solebury School District may cancel the contract without prior notice and procure services elsewhere. The New Hope-Solebury School District may in its sole discretion offset subsequent payments and/ or call for the forfeiture of the Performance Bond.
- b) If the contractor fails to perform satisfactorily any of the transportation services required under the provisions of proposal and contract, the contractor shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule, and should the New Hope-Solebury School District be able to obtain such transportation services elsewhere, the contractor shall additionally be liable and, upon submission of an invoice by the New Hope-Solebury School District, pay the additional cost to the New Hope-Solebury School District of obtaining the transportation services above the contractual rate in effect between the contractor and the New Hope-Solebury School District.

24) PAYMENT

The School District agrees to pay the contractor on a monthly basis for services provided during that month. The invoice will have a breakdown of each vehicle that ran the rate for the vehicle and the number of days each vehicle ran to generate a charge per vehicle per month. The invoice will be broken down by public school runs and non-public school runs. There will be a subtotal of both public school and a subtotal for non-public school runs and then there will be a grand total.

Supplementary trips will be invoiced and paid separately based upon the timeliness of invoices submitted by the contractor to the Business Office for athletic and academic competitions. All invoices for the school year must be received in the Business Office by June 25th of that school year (field trips are to be invoiced directly to the requestor). Supplementary bills not submitted by that date shall be paid at the discretion of the District.

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25) INSURANCE

- a) The contractor agrees that, prior to the effective date of the contract, said contractor will file with the District evidence of a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania and with an AM Best rating of A or better. Verification of the rating, in writing, must be submitted to the District prior to the effective date of the contract. This policy shall be in effect for the duration of the contract. The Certificate of Insurance should indicate that the District and its Board of Directors are Additional Named Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the District's Business Office annually.
- b) The contractor will, at his expense and prior to the effective date of the contract, provide the District with valid and collectible evidence of Business Automobile and Liability Insurance for each vehicle. The Certificate of Insurance should indicate that the New Hope-Solebury School District and its Board of Directors are Additional Named Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the District's Business Office annually.
- c) Worker's Compensation insurance, in accordance with statutory limits, will be required on all employees of the contractor who will be involved in any aspect of the operations in performing this contract with the New Hope-Solebury School District. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the Business Office annually.
- d) These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the New Hope-Solebury School District.
- e) Each party will immediately notify the other of any accident or condition which arises out of or touches upon the work performed by the contractor on New Hope-Solebury School District business, so as to handle potential problems on a timely basis in the best interest of both parties.
- f) The contractor should provide appropriate "renter's insurance" for the district's depot facilities.

25) INDEMNIFICATION

- a) In addition to the insurance requirements included as part of the specifications, the contractor shall also defend, indemnify and hold harmless the District from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees, and liabilities with respect to injury to,

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or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the contractor, its agents or employees, in the performance of the contract and further agrees to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason or negligent instructions or directions given or purportedly given by any of the District representatives with respect to the performance of the contract.

26) DISCRIMINATION PROHIBITED

27) Discrimination Prohibited – According to Section 62 Pa. C. S. A. § 3701, the contractor agrees that:

- a) In the hiring of employees for the performance of work under this contract, no contractor, or any person acting on behalf of the contractor, shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of gender, race, creed or color;
- b) This contract may be cancelled or terminated by the New Hope-Solebury School District and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of the contract.

28) HUMAN RELATIONS ACT

29) The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744) (43 P.S. Section 951 et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, familial status, religious creed, ancestry, age, sex, sexual orientation, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of the Act as amended and agrees that it is made part of this specification.

30) AWARD

The District will not be required to make an award entirely on the basis of the lowest bid in dollars and reserves the right to reject any and all proposals and/or to modify the terms of the proposals to protect the interests of the District. In the event such modifications are unacceptable to the contractor, such contractor shall be released from any obligation to the District. The Board shall consider all matters arising out of this contract not specifically provided for therein.

29) SUPPLEMENTAL INFORMATION

Each bidder is required to submit the following information along with their proposal:

NEW HOPE-SOLEBURY SCHOOL DISTRICT
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- a) Client list comprised of PA school districts; include name of school district, contact information, student enrollment, number of buses, number of bus routes, and years of service to that district.
- b) Proof that the contractor is financially solvent: submit most recent annual financial statements with comparison statements from previous years.

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SCHEDULE A

**New Hope-Solebury School District
2018 – 2019 Daily Bus Run Schedule**

Type	Capacity	School Services	Public	Non-Public
Lift Bus	42	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Bus	72	Public - Secondary/Elementary AM/PM	x	
Mini Bus Quarter	24	Vo-Tech Shuttle - PM Only	x	
Mini Bus	24	Public - Secondary/Elementary AM/PM Includes transfer to Solebury School - AM	x	x
Mini Bus	24	Public - Secondary/Buckingham Friends School AM/PM	x	x
Mini Bus	24	AM - Buckingham Friends School / VoTech Midday - VoTech	x	x
Mini Bus	24	Our Lady of Mt. Carmel (OLMC)		x
Mini Bus	24	St. Andrew and Villa Joseph Marie		x
Van	9	Grey Nun & Newtown Friends School		x
Van	9	George School		x
Mini Bus Half	24	Solebury School - Late Bus PM Only		x
Aide	1	Public - Secondary/Elementary AM/PM	x	
Aide	1	Public - Secondary/Elementary AM/PM	x	
Total Lift Bus			1	
Total Bus Runs			11	
Total Mini Bus Runs			5	
Total Mini Bus Runs - Half			1	
Total Mini Bus Runs - Quarter			1	
Total Van Runs			2	
Total Aides			2	

Student Rosters in 17-18: Public – 1,461 Non-Public - 90

NEW HOPE-SOLEBURY SCHOOL DISTRICT
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SCHEDULE AA

**New Hope-Solebury School District
Supplementary Bus Information**

Athletic Trips and Field Trips

Throughout the school year, buses are needed to transport students to athletic events, band competitions, co-curricular field trips, and so on. Bus runs for athletic events are scheduled in advance by the Athletic Director as soon as the season's schedule is prepared and finalized.

Building Principals must submit a request form to the contractor to schedule transportation for field trips. The procedure requires the contractor to respond to the request in ample time to allow the school to make adequate arrangements for the trip. Denial of transportation service should be minimal and occur only if there is a conflict with daily, athletic or activity bus runs. Contractor will notify the Chief Operations Officer, if a denial of the requested transportation for field trip occurs.

The contractor will submit separate invoices for the above listed services, apart from the monthly invoice for scheduled payments for the base contract price.

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SCHEDULE B

NEW HOPE-SOLEBURY SCHOOL DISTRICT
Applicable Policies approved by the School Board of Directors

ATTACHMENTS

District Policy 523: Tobacco Use

District Policy 810: Transportation

District Policy 810.2: Video/Audio Recording

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SCHEDULE C

NEW HOPE-SOLEBURY SCHOOL DISTRICT

2018-2019 School Calendar

(Attach)

New Hope-Solebury School District

2018-2019 SCHOOL CALENDAR

AUGUST/SEPTEMBER 2018

S	M	T	W	TH	F	SA
	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

*8/27-Teacher Day – set up time is logged
 8/28-30-Professional Dev. Days
 9/3-Labor Day - All Staff Holiday
 4-First School Day (Full Day)
 10-Rosh Hashanah-No activities including evening before – Student/Teacher Holiday
 19-Yom Kippur-No activities including evening before – Student/Teacher Holiday
 S= 17 T=21

OCTOBER 2018

S	M	T	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S=23 T=23

NOVEMBER 2018

S	M	T	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

9-End of 1st Marking Period/Early Dismissal
 11-Veterans Day
 19/20-Early Dismissal - Conferences
 22-Thanksgiving Day
 21-23-Thanksgiving Holiday
 22/23-All Staff Holidays
 S=19 T=20

DECEMBER 2018

S	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3-Hanukkah-No activities including evening before.
 24-31-Winter Break-Student/Teacher Holiday
 25-Christmas Day
 26-Kwanzaa
 24/25 – All Staff Holidays
 S=15 T=15

JANUARY 2019

S	M	T	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1-New Year's Day-All Staff Holiday
 21-Martin Luther King, Jr. Day – All Staff Holiday
 25-End of 2nd Marking Period/Early Dismissal
 S=21 T=21

FEBRUARY 2019

S	M	T	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

14-Act 80 Day/Conferences – Student Holiday
 15-Act 80 Day – Student Holiday
 18-Presidents' Day – All Staff Holiday
 S= 19 T=19

MARCH 2019

S	M	T	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

S=21 T=21

APRIL 2019

S	M	T	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

12-End of 3rd Marking Period/Early Dismissal
 15-19 Spring Break – Student/Teacher Holidays
 19- Good Friday – Passover – All Staff Holiday
 21 – Easter
 22-Professional Dev. Day – Student Holiday
 or Emergency Make-Up Day, if needed
 S= 16 T=17

MAY 2019









S	M	T	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

27-Memorial Day – All Staff Holiday
 S=22 T=22

JUNE 2019

S	M	T	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

13-Last School Day/Graduation
 Early Dismissal
 14-18 Emergency Make-Up Days, if needed
 18-Teacher Day
 S=9 T=12

 Early Dismissal
  First School Day
  Holiday
  Teacher Days
 Professional Dev. Day
  End of Marking Period
  Act 80 Day
 Emergency make-up days, if needed:
 April 22, June 14, 17, and 18
 (in that order)

Graduation: June 13, unless emergency make-up days needed.

Student Days= 180 (182 with Act 80 Days)
 Teacher Days= 191



Board Adopted 1/25/18
 Revised 5/24/18

NEW HOPE-SOLEBURY SCHOOL DISTRICT
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CONTRACTED SCHOOL BUS TRANSPORTATION

SCHEDULE E

NEW HOPE-SOLEBURY SCHOOL DISTRICT

Certificate of Insurance

The Contractor agrees to maintain in full force and effect during the term of this agreement, insurance policies providing the following minimum coverage amounts:

- (1) Worker's Compensation – as required by statute
- (2) Automobile Liability –

Bodily Injury	-per person	\$	5,000,000
	-per accident	\$	10,000,000
Property Damage	-per accident	\$	500,000
- (3) General Liability -

	-per occurrence	\$	1,000,000
	-aggregate	\$	3,000,000
- (4) Umbrella Liability - verify coverage & limits

The District shall be named as additional insured in all such insurance policies except Worker's Compensation. The insurance shall be carried through a company authorized to conduct business in Pennsylvania and shall provide that coverage cannot be canceled or materially altered without thirty (30) days prior written notice to the Board. Furthermore, contractor must sign a hold harmless agreement in favor of New Hope-Solebury School District pursuant to which the contractor agrees to indemnify, defend and hold harmless the District from and against any and all claims, suits, damages or liability of any kind arising from or caused by the negligence, recklessness or intentional misconduct of the contractor or its employees or contractors and/or arising from or caused by the contractor's default under its agreement with the District.

All other requirements as previously stated shall be adhered to by the Contractor.

Facility Condition Assessment - Estimated Costs

Project Totals by Building

Fund	(All)							
Building	Values							
	Sum of 2019	Sum of 2020	Sum of 2021	Sum of 2022	Sum of 2023	Sum of 2024-2028	Sum of 2029-2038	Sum of Total Repair
LES	187,884	148,288	248,235	40,693	286,128	2,562,078	3,061,813	6,535,119
UES	59,280	858,056	638,531	464,489	19,685	3,623,794	2,819,273	8,483,104
MS	161,501	169,112	1,126,339	48,914	363,532	1,436,006	1,264,224	4,569,632
HS	865,181	27,006	1,164,723		2,736,950	2,910,202	6,615,104	14,319,148
Site	501,797	3,443	24,373		70,932	737,575	1,625,144	2,963,265
Operations Offices						6,884	42,603	49,487
Maintenance						1,278	96,498	97,776
Transportation	1,276		7,166		7,198	13,591	15,923	45,152
Grand Total	1,776,919	1,205,905	3,209,367	554,096	3,484,425	11,291,408	15,540,582	37,062,683

Project Totals by Grouping

Fund	(All)							
Building	(All)							
Grouping	Values							
	Sum of 2019	Sum of 2020	Sum of 2021	Sum of 2022	Sum of 2023	Sum of 2024-2028	Sum of 2029-2038	Sum of Total Repair
ADA	51,526					-	-	51,526
Ceiling	13,298					755,783	632,530	1,401,611
Door			4,303			474,999	157,384	636,686
Electrical			116,234	22,497	5,430	542,671	1,355,298	2,042,130
Elevator/Lifts		3,207	15,551		12,344	253,498	286,964	571,564
F&E	1,178	45,523	67,666		108,761	640,445	289,916	1,153,486
Fencing		57,619				-	-	57,619
Flooring	254,747		24,213	145,906	205,248	998,208	1,661,944	3,290,264
Fuel						1,278	408,726	410,004
Further Review			1,141,685			-	-	1,141,685
Grounds					1,385	16,019	-	17,404
HVAC	45,904	132,183	1,337,468	9,027	1,667,927	1,957,625	5,064,337	10,214,462
Landscape	96,530					-	-	96,530
Life/Safety	160,350	114,348	232,929	56,628	55,327	1,049,989	415,604	2,085,165
Lighting					21,185	1,255,563	159,435	1,436,183
Maintenance	25,705		166	667	641	2,569	41,329	71,081
Masonry	5,193				52,954	13,238	616	72,001
Outdoor Basketball C	66,455				63,075	4,387	49,121	183,039
Painting		85,007	186,006	155,005	62,002	427,700	1,178,801	2,094,520
Playground						20,173	87,948	108,122
Plumbing	17,681	22,577	32,369	42,821	41,069	262,433	148,916	567,865
Roads/Parking Lots	95,954	28,570	50,777	6,093		1,160,308	677,159	2,018,864
Roof	526,609			115,452	264,482	1,239,870	835,757	2,982,168
Safety/Security					794,613	-	794,613	1,589,226
Sidewalk	16,933					54,359	207,680	278,972
Signage	9,196					-	9,196	18,391
Site					127,982	-	128,997	256,980
Study	17,639					-	-	17,639
Tennis Court		716,871				-	-	716,871
Track	203,944					-	-	203,944
Window	136,785					135,855	177,861	450,501
(blank)	31,292					24,438	770,450	826,180
Grand Total	1,776,919	1,205,905	3,209,367	554,096	3,484,425	11,291,408	15,540,582	37,062,683

**New Hope - Solebury School District
2018 - 2019 Fiscal Dashboard - Current
January 31, 2019**

	15-16	16-17	17-18	17-18	17-18	18-19	18-19	18-19
	Actual	Actual	Actual	YTD	YTD %	Budget	YTD	YTD %
Beginning Uncommitted Fund Balance	5,131,939	4,072,021	3,268,811			5,390,233		
Committed Fund Balance - PSERS	1,200,000	700,000	700,000			700,000		
Committed Fund Balance - CAPITAL PROJECTS	-	-	1,760,000			1,760,000		
Total Beginning Fund Balance - July 1st	6,331,939	4,772,021	5,728,811			7,850,233		
Revenues								
Local Revenue								
Real Estate Taxes	25,419,912	26,875,862	27,953,969	27,929,385	100%	28,662,487	28,543,283	100%
Delinquent Tax	743,248	522,749	846,216	268,902	45%	525,000	168,268	32%
Transfer Tax	943,076	917,066	938,494	484,660	64%	760,000	660,705	87%
Earned Income Tax	3,749,681	4,203,127	4,178,758	1,479,753	39%	3,750,000	1,723,207	46%
Other Local Revenue	442,132	478,925	717,112	230,196	54%	494,067	367,635	74%
State Revenue - General	2,751,291	3,071,603	2,976,877	1,574,024	55%	2,754,874	1,761,715	64%
State Revenue - Retirement/FICA Subsidy	2,951,515	3,266,250	3,388,608	506,957	14%	3,734,496	504,015	13%
Federal Revenue	88,318	146,310	86,906	38,236	17%	373,899	2,841	1%
Total Revenue	37,089,173	39,481,892	41,086,940	32,512,113	81%	41,054,823	33,731,669	82%
Expenditures								
Salaries and Wages	18,033,385	18,000,582	17,563,773	8,174,027	45%	18,367,472	8,110,731	44%
Benefits & Taxes	9,874,902	10,413,019	10,601,915	4,852,370	44%	11,493,861	4,975,768	43%
Professional Services	2,043,782	2,084,760	1,955,245	897,031	44%	2,389,796	1,111,162	46%
Property Services	723,598	832,545	302,106	145,532	41%	392,525	182,727	47%
Purchased Services	2,948,775	3,144,494	3,009,914	1,530,496	45%	3,159,875	1,455,868	46%
Supplies, Books, Software and Fuel	800,642	688,629	1,519,813	848,638	48%	1,548,795	568,447	37%
Equipment	117,641	173,350	144,993	74,765	43%	421,875	140,792	33%
Interest, Fees, and Dues	669,993	820,756	1,077,759	716,645	66%	1,144,124	943,302	82%
Principal and Transfers	3,176,373	2,626,967	2,790,000	1,500,000	70%	2,136,500	1,100,000	51%
Total Expenses	38,389,091	38,785,102	38,965,518	18,739,504	46%	41,054,823	18,588,796	45%
ACTIVITY FOR YEAR	(1,299,918)	696,790	2,121,422			-		
Transfer to Capital Reserve						2,121,422		
PROJECTED ENDING UNCOMMITTED FUND BALANCE	4,332,021	4,768,811	5,390,233			3,268,811		
Fund Balance Percentage of Expenditures	11.28%	12.30%	13.83%			7.96%		
PSERS Committed Fund Balance	700,000	700,000	700,000			700,000		
Capital Projects Fund Balance		260,000	1,760,000			1,760,000		
TOTAL ENDING COMMITTED FUND BALANCE	700,000	960,000	2,460,000			2,460,000		
TOTAL ENDING FUND BALANCE - JUNE 30TH	5,032,021	5,728,811	7,850,233			5,728,811		

Fiscal Dashboard - 2018-2019 Highlights

Revenue - Overall trending in line with prior year - 82% received which is an increase of approximately \$1.2M

- Real Estate Tax collections are higher by \$640k due to increased tax rate.
- EIT Trending ahead by \$240,000 - Keystone Tax Collectors has confirmed projection for the year around \$3.8M
- Transfer Tax: 18-19 YTD is exceeding prior year actual by \$180,000 due to continued strength in the housing market.
- Delinquent Tax collection is decreased by about \$100,000 - anticipated this with a budget reduction of \$75,000
- Interest Income is increased by \$165,000

Expenditures - Overall trending lower than prior year 45% used down from 46%

- Salaries are decreased by about \$60,000 from prior year primarily due to the retirement incentive payout of \$240,000 in August of the prior year and position turnover.
- Supplies Technology is decreased by \$250,000 - Prior year included the purchase of the HS/MS 1:1 devices in July
- Equipment is increased by \$65,000 due to timing of equipment purchases.
- Debt Service is lower by \$180,000 due to timing of payments.

New Hope - Solebury School District
2018 - 2019 Fiscal Dashboard - Future Projections
January 31, 2019

	19-20		20-21	21-22	22-23
	Preliminary		Projection	Projection	Projection
Beginning Uncommitted Fund Balance	3,268,811		3,174,619	2,814,754	1,907,772
Committed Fund Balance - PSERS	700,000		700,000	700,000	700,000
Committed Fund Balance - CAPITAL PROJECTS	1,760,000		1,760,000	1,760,000	1,760,000
Total Beginning Fund Balance - July 1st	5,728,811		5,634,619	5,274,754	4,367,772
Revenues					
Local Revenue					
Real Estate Taxes	29,544,561	882,074	30,133,403	30,749,323	31,377,561
Delinquent Tax	525,000	0	525,000	525,000	525,000
Transfer Tax	760,000	0	760,000	760,000	760,000
Earned Income Tax	3,750,000	0	3,750,000	3,750,000	3,750,000
Other Local Revenue	541,567	47,500	541,567	541,567	541,567
State Revenue - General	2,787,824	32,950	2,787,824	2,787,824	2,787,824
State Revenue - Retirement/FICA Subsidy	3,898,239	163,743	4,072,825	4,234,864	4,426,359
Federal Revenue	221,950	(151,950)	221,950	221,950	221,950
Total Revenue	42,029,140	974,317	42,792,569	43,570,527	44,390,260
Expenditures					
Salaries and Wages	18,755,713	388,241	19,320,413	19,888,892	20,474,424
Benefits & Taxes	11,938,832	444,971	12,550,840	13,156,008	13,839,616
Professional Services	2,501,725	111,929	2,498,725	2,498,725	2,498,725
Property Services and Utilities	417,472	24,947	417,472	417,472	417,472
Purchased Services	3,069,290	(90,585)	3,074,488	3,079,841	3,085,355
Supplies, Books, Software and Fuel	1,738,390	189,595	1,587,512	1,738,013	1,587,226
Equipment	407,368	(14,507)	407,368	407,368	407,368
Interest, Fees, and Dues	1,113,042	(31,082)	1,043,066	990,316	940,467
Principal and Transfers	2,181,500	45,000	2,252,550	2,300,874	2,350,310
Total Expenses	42,123,332	1,068,509	43,152,434	44,477,509	45,600,963
ACTIVITY FOR YEAR	(94,192)		(359,865)	(906,981)	(1,210,703)
PROJECTED ENDING UNCOMMITTED FUND BALANCE	3,174,619		2,814,754	1,907,772	697,069
Fund Balance Percentage of Expenditures	7.54%		6.52%	4.29%	1.53%
PSERS Committed Fund Balance	700,000		700,000	700,000	700,000
Capital Projects Fund Balance	1,760,000		1,760,000	1,760,000	1,760,000
TOTAL ENDING COMMITTED FUND BALANCE	2,460,000		2,460,000	2,460,000	2,460,000
TOTAL ENDING FUND BALANCE - JUNE 30TH	5,634,619		5,274,754	4,367,772	3,157,069

Assumptions

Revenue

- Property Tax Revenues
 - 19-20 currently has a placeholder of 2.75% which is 2.3% for the Act 1 Index plus estimated exceptions
 - Tax increase in the projections remains at 2.0%
- State - Education subsidy amount adjusted to reflect current state subsidy amount per 18-19 approved budget
 - Retirement/FICA subsidy increase with Expenditure increases
- All other Revenue items remain flat

Expenditures

- Salary increases based on actual Act 93, NHSEA and Support Staff contracts.
- Payroll Benefits - based on actual Act 93, NHSEA and Support Staff salaries.
- Medical - 7% increase in 19-20 (Medical Benefits first look) and 7% increase beyond.
- Retirement - Increase based on PSERS schedule released December 2018
- Insurance - Increase 3% per year
- Debt Service - Matches current debt service schedule projections

New Hope-Solebury School District
General Fund - Treasurer's Report
1/31/2019

Beginning Cash Balance	24,749,475
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Receipts

Local General Fund Receipts

Real Estate Taxes	23,269
Interim Real Estate Taxes	11,753
Delinquent Real Estate Taxes	8,731
Transfer Tax	62,080
EIT	155,808
Interest Earnings	49,293
IDEA Pass Through Funds	
Event Admissions	4,212
Facility Use Fees	5,675
Donations	
IU Hope / Classroom Fair Share	
Returned Checks	
Other	275
Total Local General Fund Receipts	321,096

State General Fund Receipts

Basic Education	
Special Education	76,166
Basic Education - IU General Fund Deduction	
Transportation	
PLANCON	25,844
Health Services	
Act 44 - Safety and Security Grant	25,000
Ready to Learn Grant	49,442
School Lunch	7,810
Social Security Subsidy	-
PSERS Subsidy	-
Total State General Fund Receipts	184,262

Federal General Fund Receipts

Title I	-
Title II	-
SBAP - Access	-
Refund Prior Year Expense	-
Insurance Recoveries	-
Total Federal General Fund Receipts	-

Other Receipts

Offsets to Expenditures	45,477
Food Service - (Due To) / Due From	16,505
Construction Fund - NH Boro Escrow	-
Student Activity Fund - Fundraiser	-
Total Other Receipts	61,982

Total Receipts	567,340
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Total Beginning Cash Balance and Receipts	25,316,815
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Carried to next page

**New Hope-Solebury School District
General Fund - Treasurer's Report
1/31/2019**

Total Beginning Cash Balance and Receipts from previous page	25,316,815
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Disbursements

Checks

Checks approved at Board Meeting	1,128,858	
Check Run - January 3	30,980	
Check Run - January 30	4,536	
Check Run - January		
Check Run - January		
Check Run - January		
Check Run - January Property Tax Refund		
Void Checks	(3,734)	
Total Checks		1,160,640

Electronic Payments

Health Benefits	309,144	
Dental Benefits	29,253	
PSERS - Employer		
PSERS - Employee	213,222	
PA Unemployment	5,577	
Easy Procure Card	7,827	
S4Teachers	18,121	
Tax Commissions	4,382	
Transfers to Food Service Fund		
Transfer to Construction Fund - NH Escrow		
Transfer to Capital Reserve Fund		
Transfer to Student Activity Fund		
Total Electronic Payments		587,526

Payroll Transfers to ADP	1,783,124
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Total Disbursements	3,531,291
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Ending Cash Balance	21,785,523
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Bank Account Balances

PSDLAF - Operating Fund	3,377,033
PSDLAF - Investments	18,000,000
PLGIT - Investment	175,273
PA Invest - Investment	233,217
Total Bank Account Balances	21,785,523

Variance	0
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**New Hope-Solebury School District
Construction Fund - Treasurer's Report
1/31/2019**

Beginning Cash Balance	625,992.59
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Receipts		
Interest Earnings	1,097.82	
NH Boro Escrow - Reimburse #2	-	
Total Receipts		1,097.82

Disbursements		
Check Run - Jan 18	272,368.06	
Total Disbursements		272,368.06

Ending Cash Balance	354,722.35
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Bank Account Balances	
PSDLAF - GOB 2014	50.45
PLGIT - GOB 2015	-
PLGIT - GOB 2016	-
PLGIT - GOB 2017	493,042.34
Total Bank Account Balances	493,092.79
GL to Bank Stmt Balance	(138,370.44)
Outstanding Checks	138,370.44
Variance	(0.00)

**New Hope-Solebury School District
Capital Reserve Fund - Treasurer's Report
1/31/2019**

Beginning Cash Balance	2,887,090.87
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Receipts

Interest Earnings	5,197.28	
Transfer In from General Fund	-	
Total Receipts		5,197.28

Disbursements

-

Total Disbursements	-
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Ending Cash Balance	2,892,288.15
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Bank Account Balances

PSDLAF	2,892,288.15
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Total Bank Account Balances	2,892,288.15
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Cash / Investment Balances as of January 31, 2019

Account	Bank	Type	Settle	Mature	Description	Balance	Days	Rate	Income Per Day
General Fund	PSDLAF	Cash			Checking	3,377,033		2.17%	201
General Fund	PLGIT	Cash			Savings	175,273		2.22%	11
General Fund	PA Invest	Cash			Savings	233,217		2.43%	16
Total General Fund		Cash				<u>3,785,523</u>			<u>227</u>
General Fund	PSDLAF	Investment	1/15/2019	6/11/2019	Full Flex Pool (CB)	2,000,000	147	2.35%	129
General Fund	PSDLAF	Investment	1/15/2019	6/11/2019	Full Flex Pool (EWB)	8,000,000	147	2.40%	526
General Fund	PSDLAF	Investment	1/15/2019	6/11/2019	Full Flex Pool (Ozk)	2,000,000	147	2.35%	129
General Fund	PSDLAF	Investment	1/15/2019	6/11/2019	Full Flex Pool (PenFed)	6,000,000	147	2.45%	403
Total General Fund		Investment				<u>18,000,000</u>			<u>1,186</u>
Total General Fund						21,785,523			1,413
Food Service Fund	PSDLAF	Cash			Checking	55,206		2.17%	3
Student Activity Fund	PSDLAF	Cash			Checking	81,337		2.17%	5
Capital Reserve Fund	PSDLAF	Cash			Checking	2,892,288		2.17%	172
Construction Fund	PLGIT	ARM/Checking			Checking	493,042		2.32%	31

NEW HOPE-SOLEBURY SCHOOL DISTRICT
HIGH SCHOOL & MIDDLE SCHOOL ADDITIONS AND RENOVATIONS
SUMMARY
February 21, 2019

Total Project Budget 28,499,971

Contracts

GC	Skepton Construction, Inc.	12,975,000
MC	The Farfield Company	5,691,000
EC	Boro Construction	3,810,000
PC	Stan-Roch	800,000
AA	Sargent Enterprises, Inc.	88,000
	Contracts Total	23,364,000

Change Orders

GC	Skepton Construction, Inc.	186,017
MC	The Farfield Company	30,227
EC	Boro Construction	425,449
PC	Stan-Roch	7,071
AA	Sargent Enterprises, Inc.	144,328
	Changer Order Total	793,093

PlanCon Part I to be prepared by GKO

Pending Change Orders

GC	Skepton Construction, Inc.	-
MC	The Farfield Company	-
EC	Boro Construction	-
PC	Stan-Roch	-
AA	Sargent Enterprises, Inc.	-
	Pending Change Order Total	-
	Total Contract & Change Orders	24,157,093

PROJECT SOFT COSTS

Architect Fee	1,502,140	
Credit \$11,500 for MS PCO-048 (Fire Dampers)	(11,500)	GKO
GKO - Printing Fees	36,308	
GKO - Traffic Study	35,687	
RPE Fee	846,490	
Project Financing	357,330	
Builder's Risk Insurance	75,042	
Legal Fees (Borough Escrow Solicitor & Engineer)	175,240	
Permits/Approvals/Utilities	289,020	
Legal Fees - District Solicitor	45,000	
Construction Testing	50,000	
Additional Soil Testing	6,200	
HVAC TAB & Commission Verification	152,770	
Environmental Testing & consulting	55,000	
Indoor air quality monitoring	38,120	
Furniture and Equipment	269,835	
Telephone System	116,000	
CCTV - Security Camera's	50,000	
Other Items (PECO, Verizon, Boiler, Fire Alarm, etc)	94,991	
Completed work - Auditorium	411,100	
Interest Earned on Project Funds	(198,000)	
Total Project Soft Costs	4,396,773	

Original Contingency	936,845
Remaining Contingency	(53,895)
Remaining MC Allowances	-
Remaining EAC Allowances	80
Total Remaining Contingency and Allowances	(53,815)

Prior Month Contingency	(78,255)
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Budget Transfer - Summary Sheet
February 28, 2019 - Board Meeting

Transfer From	Account	Object	Object Description	Amount	Transfer To	Account	Object	Object Description	Amount	Reason
Custodial	10-2620-00-00-00-000-3	180	Custodial Salary	\$ 42,500.00	Custodial	10-2620-00-00-00-000-3	610	Supplies	\$ 42,500.00	1) See Note below
Custodial	10-2620-00-00-00-000-3	220	Custodial - FICA	\$ 3,250.00	Custodial	10-2620-00-00-00-000-3	610	Supplies	\$ 3,250.00	1) See Note below
Custodial	10-2620-00-00-00-000-3	230	Custodial - PSERS	\$ 14,250.00	Custodial	10-2620-00-00-00-000-3	610	Supplies	\$ 14,250.00	1) See Note below
Professional Dev	10-2834-00-00-00-000-4	324	Registrations	\$ 450.00	Professional Dev	10-2271-00-00-00-000-4	390	Contracted Svcs	\$ 450.00	Frontline MLP Renewal price increase
LES Principal	10-2380-10-00-00-000-0	610	Supplies	\$ 275.00	LES Principal	10-2380-10-00-00-000-0	324	Professional Dev	\$ 275.00	LEAD Conference

- 1) A daytime custodian retired on June 30, 2019. After some analysis the decision was made to not replace this position and evaluate the future need of filling the position.
This position was included in the 18-19 budget until a final decision was made on this position. In the meantime this has generated substantial savings as this position remains unfilled.
The recommendation is to use this attritional savings to purchase new furniture for the cafeteria in the High School.
The renovation cost overruns did not allow funding to replace this furniture, so we have been using the old furniture. Newer furniture in this space will provide the following benefits:
Staff efficiency - Current furniture is not mobile so cleaning this space or changing the setup of this space to accommodate for other uses is time consuming.
Longer life for flooring - The old furniture is not in great condition so table and chair legs will do damage to the newly replaced floor over time if not replaced.
This furniture will be similar to the furniture currently used in the UES.

Business Administrator Signature _____

_____ Date

State Budget Update - 2019-2020 Proposed Budget

Each year the Governor gives an address on the proposed budget for the state. Below are the highlights of the education portion of the budget and the impact to New Hope-Solebury School District. This is only proposed and is not finalized until approved by the state legislature and signed by the Governor.

- Basic Education Funding – Increase of \$441M
 - BEF total allocation is \$6.5B or 19% of the total state budget
 - \$166 million **NEW** money
 - NEW money added since 15-16 is all being allocated based on the new funding formula.
 - There is now a total of \$704M running through the formula.
 - The remaining \$5.8B is unchanged for all districts from the 14-15 year
 - \$252 million from Ready to Learn
 - Ready to Learn line item is zeroed out and the proposal is to include these funds in BEF base.
 - \$13.8 million from teacher minimum salary proposal - \$45,000
 - NHSD Total Allocation - \$1,313,288
 - Total base - \$1,136,958
 - Total based on formula - \$126,888
 - Total Ready to Learn - \$49,442
 - NHSD Impact – estimated increase of \$40,000
 - Important – There is only 1 of 5 factors in the formula that is actual. The other 4 factors are from prior year and will be updated.
- Special Education funding – Increase of \$50M
 - SEF total allocation is \$1.2B or 3.5% of the total state budget
 - \$150M is run through the special education funding formula
 - \$950M is unchanged
 - NHSD Total Allocation - \$516,500 or a \$8,000 increase
 - Important – All formula data is from prior year and still needs to be updated.
- Career & Technical Education – Level funded from 18-19
 - NHSD Impact – Local districts responsible for a larger portion of MBIT increased costs.
- Early Childhood Education - \$50M increase
 - \$40M Pre-K counts
 - \$10M Head Start
- Transportation Subsidy – Level funded from 18-19
- Safety & Security - \$45M for competitive grant process
 - Awarded regionally. NHSD in a region with Philadelphia SD, Bucks County, Montgomery County and Delaware County
- PSERS Subsidy - \$160M increase
 - PSERS is about 8% of the total state budget
- Social Security Subsidy - \$11M increase
- Early Intervention - \$15M increase



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

NEW HOPE-SOLEBURY SCHOOL DISTRICT

MASTER SERVICES AGREEMENT

Bucks County IU Safe2Say Something Tip Response Services

THIS MASTER SERVICES AGREEMENT is entered into as of March 1, 2019 (the "Effective Date"), by and between **NEW HOPE-SOLEBURY SCHOOL DISTRICT**, with its principal offices located at 180 W. Bridge Street, New Hope, PA 18938 (hereinafter referred to as "CLIENT"), and **BUCKS COUNTY INTERMEDIATE UNIT**, with its principal offices located at 705 N. Shady Retreat Road, Doylestown, Pennsylvania 18901 (hereinafter referred to as "BUCKS IU") (each individually, a "Party" and collectively, the "Parties").

BACKGROUND

WHEREAS, CLIENT wishes to retain BUCKS IU to provide Safe2Say Something Tip Response Services, and BUCKS IU wishes to provide such services, all subject to the terms and conditions of this Master Services Agreement (this "Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below, and intending to be legally bound, CLIENT and BUCKS IU agree as follows:

1. Services to be Provided:

(a) **Statement of Work.** During the term of this Agreement, BUCKS IU shall perform the services described in the attached Exhibit A Statement of Work (SOW) signed by an authorized representative of each Party. Upon execution by both Parties, each SOW shall be incorporated by reference into, and shall be governed by the terms of, this Agreement. Each SOW will describe the services to be performed by BUCKS IU (the "Services"), the deliverables to be provided ("Deliverables"), all applicable specifications pertaining to the Services and the Deliverables, the schedule for performance of the Services and/or delivery of the Deliverables, the fees to be paid to BUCKS IU for performance of the Services and the Deliverables, and other essential information.

(b) **Conflicts.** In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in any executed SOW associated with this Agreement, the provisions of this Agreement shall control.

(c) **Changes.** If CLIENT requests that changes be made to the scope of Services, the price may be changed accordingly. Any agreed changes in scope of Services, price, schedule or otherwise will be documented in a written change order or other amendment to the applicable SOW signed by an authorized representative of each Party.

(d) **Acceptance.** Upon BUCKS IU's delivery of Services or Deliverables, CLIENT must inspect the Services and Deliverables for conformance with specifications. If CLIENT reasonably determines that any Deliverable produced by BUCKS IU in connection with the Services fails in any material respect to meet the written specifications and/or other written acceptance criteria set forth in a SOW or otherwise mutually agreed upon by the Parties, CLIENT shall: (i) promptly notify BUCKS IU in writing of such failure and (ii) specify in reasonable detail the nature and extent of such failure. Upon receipt of such notice, BUCKS IU shall, solely through the performance of additional services, make such adjustments, modifications or revisions as are necessary to cause such Deliverable to so meet such specifications and/or other acceptance criteria, and re-submit such Deliverable to CLIENT for review and approval. At such time as such a Deliverable so meets such specifications and/or other acceptance criteria, CLIENT shall issue a writing indicating its acceptance of such Deliverable. In any case, each Deliverable shall be deemed accepted unless CLIENT specifically rejects the BUCKS IU Deliverable in writing within [15] business days.

2. Term.

The initial term of this Agreement shall begin on March 1, 2019 and shall continue through June 30, 2020. Termination of an SOW will not terminate the entire Agreement unless so stated in the termination notice.

3. Compensation.

(a) **Fees, Expenses, and Invoicing.** Fees for all Services, Deliverables and Expenses shall be as set forth in each SOW, and CLIENT agrees to pay all such fees and expenses. Unless otherwise provided in a SOW, all amounts are due and payable not more than thirty (30) days from the date of the invoice. CLIENT must raise any concern or dispute in writing within thirty (30) days from the date of the invoice. CLIENT's dispute of any amounts will not delay its payment of undisputed charges. If an invoice is not paid when due, BUCKS IU may, at its option, and in addition to any other remedies: (i) suspend performance and withdraw personnel; (ii) charge interest on the unpaid balance at 1% per month computed from the date of invoice until date of payment; and/or (iii) terminate this Agreement within ten (10) days if not cured by CLIENT upon notice from BUCKS IU.

(b) **Records and Reports.** BUCKS IU shall furnish with CLIENT periodic progress reports as specified in any SOW associated with this Agreement. BUCKS IU shall maintain records of time and materials which in its reasonable discretion are necessary to substantiate all invoices that are rendered for Services furnished on a time and material basis.

4. Independent Contractor

For purposes of this Agreement and all Services to be provided hereunder, neither BUCKS IU, nor any of its employees or subcontractors, shall be considered an employee or representative of CLIENT, but shall remain in all respects an independent contractor. Neither Party hereto shall have any right or authority to make or undertake any promise, warranty or representation or to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party. As an independent contractor, neither BUCKS IU, nor any of its employees or subcontractors, shall participate in any employee benefits provided by CLIENT to its employees, including worker's compensation insurance, disability, pension or other employee plans. BUCKS IU assumes full responsibility and liability for the payment of any taxes due on money received by BUCKS IU hereunder.

5. Performance: CLIENT Responsibilities.

(a) **Access and Cooperation.** BUCKS IU shall work closely with CLIENT's personnel to carry out the performance of the Services. CLIENT agrees to provide BUCKS IU all reasonable and necessary access to CLIENT's student database, staff, facilities, and other systems as necessary in conjunction with BUCKS IU's delivery of the Services. CLIENT will provide the systems access as described in the SOW or otherwise required by BUCKS IU. CLIENT has secured, and hereby grants BUCKS IU all necessary legal rights to access and utilize any and all content, material, hardware and/or software that BUCKS IU needs to perform the Service or complete the Deliverables as CLIENT requests of BUCKS IU from time to time under any SOW pursuant to this Agreement, but solely for the purposes specified in such SOW. BUCKS IU's timely performance of the Services and provision of the Deliverables are contingent on CLIENT promptly providing: (i) all required resources; (ii) the necessary assistance and cooperation of CLIENT's officers, agents, and employees; and (iii) complete, clean, and accurate information and data. If a delay is caused by CLIENT's failure to timely perform any obligation or deliver a necessary resource, the delivery schedule for the Services and Deliverables shall be extended for the period of delay. While at the facilities of CLIENT, BUCKS IU shall observe and follow the conspicuously posted work rules, policies and standards of CLIENT, including, but not limited to, CLIENT's rules, policies and standards relating to security of and access to CLIENT's student data systems, staff contacts, and confidential information. BUCKS IU will provide the CLIENT with satisfactory state and federal criminal background checks and child abuse clearances for any individual performing Services hereunder.

(b) **File Back-Up.** Unless otherwise specified in the SOW, CLIENT will maintain current comprehensive backups for all files, data and programs that could be affected by the Services and implement procedures for recovering and reconstructing any files, data and programs affected by the Services.

(c) **Assigned Personnel.** BUCKS IU may select and assign individual employees of BUCKS IU and/or retain and utilize independent subcontractors in the performance of its duties and

tasks hereunder. BUCKS IU will exercise appropriate supervision and oversight of employees and subcontractors to ensure that the quality and quantity of work performed is consistent with BUCKS IU's responsibilities hereunder. BUCKS IU will secure confidentiality covenants from any and all employee or contractors who work on CLIENT'S account.

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6. Confidential Information.

(a) **Confidential Information.** The Parties acknowledge and agree that they each may come into contact with confidential or proprietary information of the other Party, including but not limited to student data, student contact information, staff contact information, vendor or supplier information, components or elements of the Services, other information, CLIENT data, information about a Party's network or network configuration, facilities, plant or any equipment attached thereto; and all other information relating to the software, operations, products or service offerings of a party which it disclosed or provided to the other party through their relationship under this Agreement and which a reasonable person knows or should know is confidential ("Confidential Information"). Notwithstanding anything in this Agreement to the contrary, the term "Confidential Information" shall not include any information that: (i) is or becomes generally known to the public other than as a result of a disclosure in breach of this Agreement; (ii) is rightfully in the possession of a party prior to disclosure by the other party as evidenced through written documentation; (iii) is received by a party in good faith and without restriction from a third party having the right to make such disclosure and not under a confidentiality obligation to the other party; or (iv) is independently developed by a Party without reference to the Confidential Information of the other Party, which such development may be demonstrated by documentation. The Parties acknowledge that the disclosure or unauthorized use of Confidential Information may cause irreparable injury and damages may not be readily ascertainable. The Parties shall, therefore, be entitled to seek injunctive relief upon a disclosure or improper use, or threatened disclosure or improper use, of any Confidential Information in addition to such other remedies as may be available at law or in equity.

(b) **Non-use and Non-disclosure.** The Parties agree, at all times, both during the Term of this Agreement and thereafter so long as such information continues to meet the definition of Confidential Information, that they will not, directly or indirectly, disclose any personally identifiable Confidential Information to any third party (except, with respect to Party, to its contractors and vendors that are performing Services relating to this Agreement for that party) or use any of the other Party's Confidential Information for any purpose other than in furtherance of this Agreement. The Parties agree that all specifically reasonable efforts will be utilized to keep all personally identifiable Confidential Information of the other Party confidential. The Parties each further agree such personally identifiable information will not be released unless permitted by this Agreement, required by law or court order, or with the other Party's prior written consent. Each Party will only allow those employees, contractors and vendors to access the Confidential Information of the other Party that have a need to know in order to properly perform its obligations or exercise its rights under this Agreement and who are bound by the confidentiality provisions herein.

Deleted: shall

(c) **Maintenance of Confidential Information.** Each Party, with respect to the Confidential Information of the other Party, shall: (i) maintain it in confidence; (ii) use at least the same degree of care in maintaining its secrecy as it uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) use it only to fulfill its obligations under this Agreement unless hereafter agreed in writing by the other Party.

7. Term: Termination.

Termination for Cause. Without prejudice to any other rights or remedies, either Party may immediately terminate this Agreement if the other Party: (i) materially fails to perform its material obligations under this Agreement or any SOW and such failure continues for a period of thirty (30) calendar days after written notice; or (ii) institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceeding or becomes generally unable to pay its debts as they become due. BUCKS IU may suspend work or terminate this Agreement or any SOW if CLIENT fails to pay undisputed amounts to BUCKS IU within 30 days of BUCKS IU's written notice specifying the undisputed amounts.

8. No Conflicting Agreements: Non-Solicitation.

(a) **No Conflicting Agreements.** Each Party represents that it is not a party to any existing agreement which would prevent it from entering into and performing this Agreement. Neither Party will enter into any agreement that is in conflict with its obligations under this Agreement. Subject to the foregoing, BUCKS IU may from time to time act as a consultant to, perform professional services for, or enter into agreements similar to this Agreement with, other persons or entities without the necessity of obtaining approval from CLIENT.

(b) **Non-Solicitation.** Neither Party shall solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of the other Party's Personnel, during their participation in the work performed under this Agreement or during the twelve (12) months after the conclusion of such participation without prior written consent from a senior executive of the other Party. "Personnel" includes any individual or company a Party employs or has employed as a partner, employee or independent contractor or subcontractor and with whom the other Party comes into direct contact in the course of their work performed under this Agreement. However, this Section 8 (b) shall not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not specifically targeting such Personnel on an individual basis.

Commented [RMC1]: Please note this provision, Andy.

9. Warranties.

(a) **Performance.** BUCKS IU warrants that it will perform all Services in a professional and workmanlike manner and provide Deliverables that conform in all material respects to the specifications set forth in an applicable SOW.

(b) **Third-Party Software.** CLIENT is responsible for obtaining licenses to all third-party software necessary in the performance of the Services ("Third Party Software"). The only warranty (if any) that applies to Third Party Software is the original provider's warranty. BUCKS IU is not responsible for warranties of Third Party Software or claims associated with such warranties.

(c) **DISCLAIMER.** THE WARRANTIES IN THIS SECTION 9 AND OTHERWISE CONTAINED IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES PROVIDED BY BUCKS IU WITH RESPECT TO THIS AGREEMENT AND THE SERVICES AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE WARRANTY OF NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE UNIFORM COMMERCIAL CODE SHALL NOT APPLY TO THIS AGREEMENT.

10. Limitations of Liability.

(a) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR BY STATUTE OR OTHERWISE) FOR LOST REVENUES, LOST OPPORTUNITIES, LOST PRODUCTIVITY, LOST VALUE, LOST RENT, LOST USE, LOST PROFITS, LOST SAVINGS, PUNITIVE DAMAGES, IMPAIRMENT OF GOODWILL OR BUSINESS REPUTATION OR FOR DAMAGES OR LOSSES OF THE OTHER PARTY RELATING TO LOST DATA, BUSINESS INTERRUPTION, OVERHEAD, OR WORK STOPPAGE, EVEN IF THE PARTY AGAINST WHICH SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. Each Party agrees that the other Party's liability hereunder for damages, regardless of the form of action, will not exceed the total amount actually paid for Services and Deliverables under the SOW giving rise to the damages. Notwithstanding the above, the liability of CLIENT shall be increased to include BUCKS IU's costs of collection of Services fees, including without limitation, reasonable attorneys' fees and court costs in the event of litigation in which BUCKS IU is the prevailing party. Likewise, the liability of BUCKS IU shall be increased to include CLIENT's reasonable attorneys' fees and court costs in the event of litigation in which CLIENT is the prevailing party. The Parties agree that amounts stated herein are fair under the circumstances and that the charges reflect this limitation of liability.

11. Mutual Indemnification.

(a) BUCKS IU shall indemnify and hold CLIENT and CLIENT's officers, directors, affiliates, subsidiaries, agents, contractors, subcontractors and employees harmless from any loss or damage arising out of a claim or action against such parties for any injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions or willful misconduct of BUCKS IU's personnel while BUCKS IU is providing the Services to CLIENT under this Agreement.

Deleted: CLIENT

(b) CLIENT shall indemnify and hold BUCKS IU and BUCKS IU's officers, directors, affiliates, subsidiaries, agents, contractors, subcontractors and employees harmless from any loss or damage arising out of a claim or action against such parties for any injury to person or damage to real or tangible personal property to the extent caused by the negligent acts or omissions or willful misconduct of CLIENT's personnel while BUCKS IU is providing the Services to CLIENT under this Agreement.

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12. Entire Agreement. This Agreement and all SOWS and attached exhibits and/or schedules constitute the entire agreement between BUCKS IU and CLIENT with respect to the Services to be performed hereunder. This Agreement supersedes all prior and/or contemporaneous agreements and understandings with respect hereto, whether oral, written, or in any other medium, that might exist between the parties with relation to the subject matter hereof. No modification to any provision of this Agreement and/or any SOW shall be binding unless in writing and signed by both BUCKS IU and CLIENT.

13. Assignment. BUCKS IU and CLIENT may not assign this Agreement to another party without the prior written consent of each other, which consent shall not be unreasonably withheld. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

14. Governing Law. This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania, without giving effect to any of its conflict of law's provisions. This Agreement shall not be subject to any version of the Uniform Computer Information Transactions Act (UCITA) as it is, or may be, adopted in any state. Both parties agree to submit to the jurisdiction and venue of the courts located in Bucks County, Pennsylvania, and to bring suit or other proceeding solely and exclusively in such courts. Furthermore, the Parties waive any defense that such forum is inconvenient.

15. Limit on Actions. Any dispute or other action arising out of this Agreement must be brought within one year of the date the cause of action accrued.

16. Notices. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified United States mail, as follows (provided that notice of change of address shall be deemed given only when received) or to such other names or addresses as CLIENT or BUCKS IU, as the case may be, shall designate by notice to the person entitled to receive notices in the manner specified in this paragraph:

If to CLIENT, to:

SCHOOL: NEW HOPE-SOLEBURY SCHOOL DISTRICT
ADDRESS: 180 W. Bridge Street, New Hope, PA 18938
ATTN: Dr. Charles Lentz

IF to BUCKS IU, to:

Bucks County Intermediate Unit #22
705 N. Shady Retreat Road
Doylestown, Pennsylvania 18901
Attention: Kasey Kollar

With a copy (which shall not constitute notice) to:

Bucks County Intermediate Unit #22
705 N. Shady Retreat Road
Doylestown, Pennsylvania 18901
Attention: Rebecca Roberts-Malamis, Esq.

17. Force Majeure. Neither Party shall be liable or deemed to be in default for any delays due to causes beyond the reasonable control of the Party such as war, civil disorders, shortages of raw material or energy or other conservation matters, acts of God, labor shortages or labor strikes or stoppages, or governmental action, (including regulatory restrictions or actions or regulatory agencies), provided that the affected Party promptly notifies the other of the causes and its effects on the Services to be performed hereunder. The delay will be excused during the continuance of the delay and the period of performance will be extended as reasonable after the cause of delay is removed. If a delay continues for a period of more than 30 days, either party may terminate an affected SOW upon written notice to the other Party and CLIENT will pay BUCKS IU for all work performed and expenses incurred through the effective date of termination.

18. Waivers: Severability. Any waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers shall be in writing. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date

Recommended By:
Kasey Kollar, Director of Operations

NEW HOPE-SOLEBURY SCHOOL DISTRICT BUCKS COUNTY INTERMEDIATE UNIT #22

(Print Name and Title)

John D'Angelo, Board President

(Signature)

(Signature)

Date: _____

Date: _____

Attest:

Attest:

(Print Name and Title)

Elizabeth Bittenmaster, Board Secretary

Date: _____

Date: _____

EXHIBIT A—STATEMENT OF WORK (SOW)
MASTER SERVICES AGREEMENT SERVICES - STATEMENT OF WORK

STATEMENT OF WORK

SCHOOL:	NEW HOPE-SOLEBURY SCHOOL DISTRICT
ADDRESS:	180 W. Bridge Street, New Hope, PA 18938
CLIENT Points of Contact:	Dr. Charles Lentz
Master Services Agreement Dated:	March 1, 2019
SOW Start Date:	March 1, 2019
SOW Completion Date:	June 30, 2020

Pursuant to the Master Services Agreement, CLIENT requests that BUCKS IU provide professional consulting services on its behalf during the period of performance set forth above and at the place and in connection with the statement of work set forth below.

Statement of Work: BUCKS IU will provide the following Services and Deliverables:

Bucks County IU Safe2Say Something Tip Response Services

Provide CLIENT district with 24 hour services, 7 days a week and 365 days a year with support from IU personnel to supplement the handling of tips coming into the district or career and technical center (CTC) from the Safe2Say Something statewide system. By utilizing this service, the district administrators are supplemented by the IU, allowing for quick response and triage of the situation. The IU team will provide critical information to the Safe2Say Something call center for both life-safety and non-life-safety events, if requested.

This offering is based on the specific needs of the district, and will be outlined before the execution of the agreement and will include:

- Information technology needed by the Bucks IU to access district information.
- Order in which the Bucks IU will be placed in the Safe2Say email/phone/text chain.
- Hours and days of week response is need by Bucks IU team.
- Level of tip handled by Bucks IU team, life threatening vs non-life threatening.

Period of Performance: Beginning with the SOW Start Date through the SOW Completion Date.

Payment: Invoicing will occur on a cost per student basis of **\$1.00 per student** and such invoices will be sent on June 30, 2019 for the time period of March 1, 2019 through June 30, 2019 using current student enrollment figures as of October 1, 2018. For the 2019-2020 school year, invoicing will occur on a cost per student basis of **\$3.00 per student** and such invoices will be sent on January 1, 2020 for the twelve month period of the 2019-2020 school year using student enrollment figures as of October 1, 2019, under NET30 terms. Costs are calculated on enrollment basis (per student) for the time period of each invoice. CLIENT agrees to contract with BUCKS IU as detailed above.

NEW HOPE-SOLEBURY SCHOOL DISTRICT BUCKS COUNTY INTERMEDIATE UNIT #22

(Print Name and Title) John D'Angelo, Board President

(Signature) (Signature)

Date: _____ Date: _____

Attest: Attest:

(Print Name and Title) Elizabeth Bittenmaster, Board Secretary

Date: _____ Date: _____

This Statement of Work is subject to the terms and conditions set forth in the Master Services Agreement, the terms and conditions of which are hereby incorporated by reference into this Statement of Work.
