



Finance Committee

May 16, 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 April 16, 2019 Meeting

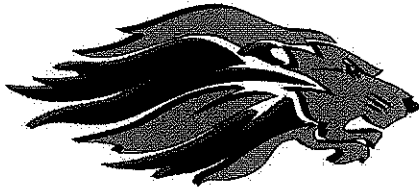
Old Business – None

New Business

- PFM Financial/Market Update – Chris Bamber
- Copier RFP Recommendation
- 2018-2019 Budget
 - Fiscal Dashboard – General Fund
 - Treasurer's Report / Cash Balance Report
 - Budget Transfers
- 2019-2020 Budget Update
 - General Fund - Proposed Final Budget
 - Capital Reserve Fund Budget
 - Food Service Fund Budget and Meal Prices
- Contracts
 - New
 - Caron Treatment Centers – Student Assistance Program
 - Renew
 - First Student Contract
 - Element Environmental Solutions – AHERA Services Contract
- Informational Items
 - MOA with BCIU – Transitions Program
 - Appoint School Board Treasurer for 2019-2020
 - 19-20 SSKW – Special Education Pool Counsel
 - 19-20 BCIU Technology Pool Counsel Legal Services Agreement

Public Comment

Adjournment



Finance Committee Minutes

April 16, 2019

Board Chair— Mr. Mark Cowell

Administrative Liaison—Mr. Andrew Lechman

Committee Members – Mr. Cowell (Board Chair), Mr. Capriotti (Board), Mr. Marcus (Board), Rich Hepp, John O'Hara, Ellen Stiefel, James Trammel

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 Mr. Trammel the minutes of the March 21, 2019 meeting were approved by the committee.

Old Business

- **Transportation RFP/Contract Update** – Discussions have begun with First Student regarding the contract. We are working on updated pricing to remove the requirement for snow chains and the performance bond. This should reduce pricing by about \$10,000-\$15,000 per year. The goal is to have a contract for consideration at the May finance committee.
- **Copier RFP Update** – Initial proposals were received on April 10. We are in the process of reviewing all our proposals received and after preliminary review three included costs lower than current costs. The next step will be to bring finalists in to review proposals with the goal of making a recommendation at the May finance committee meeting to begin contract discussions.
- **Facility Management Plan – Use of Capital Reserve Funding** – At the last meeting there was a question raised regarding eligible uses of capital reserve funds. To clarify there are two buckets of funds available for capital projects.
 - Committed fund balance in the general fund. These funds would need to be budgeted in the general fund budget with intent to use.
 - Capital Reserve Fund – This fund uses a regulatory definition of capital and the financial statements use an accounting definition of capital. Expenditures from this fund are limited to capital improvements, replacement of and additions to public works and improvements or for deferred maintenance. Our auditor recommended that there is no dollar amount threshold to determine if projects are eligible but did suggest that a differentiation be

made between a deferred maintenance task and deferred maintenance project.

New Business

- Mr. Lechman presented the 2019-20120 budget for the Middle Bucks Institute of Technology (MBIT) as it relates to New Hope-Solebury School District. The total tuition cost is \$206,451 and the lease rental debt is \$114,568 for a total cost of \$321,020. Costs are allocated on a per pupil basis and as NHSD enrollment in MBIT programs are decreasing, cost projections are decreasing as well. The budget and payments throughout the year are based on an average daily membership trend. At the end of the year a reconciliation is completed to compare the budget to actual costs and actual enrollment and either a credit is issued or an invoice is submitted to be paid.
- Special Education Services Agreement and Estimated costs for 2019-2020 – Each year member districts must approve the estimated special education service costs with the Bucks County Intermediate Unit. These are estimated costs based on projected student needs for the 19-20 school year and can change as actual services are provided throughout the year. The estimated costs for 19-20 are \$922,000 which is an increase of about \$400,000 from the current year. The cost increases are coming from 3 areas.
 - New students requiring IU services - \$135,000
 - Students moving into transitions programs - \$210,000
 - MDS Program Cost Increase - \$45,000
- 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 88% of budgeted revenues have been received as compared to 87% in the prior year. 62% of budgeted expenditures have been accounted for as compared to 62% in the prior year. Updated end of year projections were reviewed as we are about 70% through the school year as of March 31. Revenues are trending about \$218k over budget driven by transfer taxes due to a strong housing market and interest income due to rising interest rates. Expenditures are trending \$1.8 million under budget of which approximately \$700,000 of that was planned. Recommendation will be that any end of year surplus be transferred to the capital reserve to fund capital projects.
 - The committee had further discussion about being under budget and what is driving this. There are a number of factors that create this scenario. A budget is an estimate based on actual data available and trends and must include a plan for expenditures that may not be realized. As an example, there was a salary budget for the superintendent for the full year, but that position was not filled until

December. EDR's are budgeted per the NHSEA contract but not all EDR's run each year. As these salaries are under budget pension and payroll taxes will be under budget as a result. There was further discussion around the need to fully fund district facility capital needs and there should be a significant increase in this line item of the budget. The philosophy that we are currently using allows for less in this line item than is required and at the end of the year the recommendation is to transfer budget surplus to the capital reserve fund to assure that we can appropriately manage our facilities over time per our facility condition assessment.

- District Treasurer's Report and Investments – The committee received an update on the Treasurer's Report and district cash balances and investments as of March 31, 2019.
- Budget transfers were reviewed and it was confirmed that they have no impact to the overall 18-19 budget.
- 2019-2020 Budget Review
 - Mr. Lechman provided an update on the status of the 2019-2020 budget. The preliminary version of the budget had a deficit of \$94,000. The current version of the budget has a deficit of \$150,000 and reflects all changes that we are able to accurately update at this point in time. There are a number of items that remain unknown and will continue to be refined as we progress toward a proposed final budget in May and a final budget in June. The details of the changes were reviewed and are included as an informational item in the board packet.
- YMCA Lease Agreement – The District has had a longstanding agreement with Clubhouse for Kids for a before and after school program at the LES and UES. The YMCA of Bucks County will be taking over and operating the Clubhouse for Kids program and have agreed to the same lease terms. This is a 3 year agreement and the start date will be finalized with the transition date from Clubhouse for Kids to YMCA.
- A motion was made by Mr. Marcus and seconded by Mr. Hepp and approved to move the following items to the board agenda for approval:
 - MBIT Budget for 2019-2020
 - BCIU Special Education Contracted Costs for 2019-2020
 - Budget Transfers
 - YMCA Lease Agreement

Public Comment

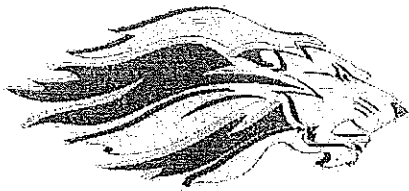
- Public comments were made throughout the meeting and are captured in the meeting minutes as appropriate.

- The following comments were made about non-agenda items:
 - Mr. Band commented on the following:
 - Financial planning for capital needs.
 - Facility Condition Assessment - \$38 million project.
 - Fitness Center equipment replacement as part of the revitalization project
 - EDR's – Requested that a Scripps Spelling Bee EDR be added.
 - Mr. Coppens commented on the facility needs like the roof and the boiler.

Mr. Cowell adjourned the meeting at 7:11pm.

Respectfully submitted,

Andrew Lechman
Chief Operations Officer



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

Finance Committee Meeting Sign-In and Attendance
April 16, 2019

Name (Please Print)	Committee (C) or Public (P)
STAN MARCUS	<input checked="" type="radio"/> C <input type="radio"/> P
DAVE TEASDALE	<input type="radio"/> C <input type="radio"/> P Admin
Charles W ^m Lester	<input checked="" type="radio"/> C <input type="radio"/> P
STEVEN COPPENS	<input type="radio"/> C <input checked="" type="radio"/> P
Jim Trammell	<input checked="" type="radio"/> C <input type="radio"/> P
Rich Hepp	<input checked="" type="radio"/> C <input type="radio"/> P
John J. Capriotti	<input checked="" type="radio"/> C <input type="radio"/> P
MARK COWELL	<input checked="" type="radio"/> C <input type="radio"/> P
Melvin Bond	<input type="radio"/> C <input checked="" type="radio"/> P
Andy Lehman	<input type="radio"/> C <input type="radio"/> P Admin
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Please note: This sign-in sheet will be included in the meeting minutes and posted to the District's website.

New Hope-Solebury School District

Financial Update

May 16, 2019

Presented by:

Chris Bamber, CFA
Senior Managing Consultant



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Public Financial Management, Inc.
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New Hope-Solebury School District
Topics for Discussion
May 16, 2019

Market Update

- 1) Long term interest rates remain historically low, but not quite as low as the all-time lows seen in 2016 & 2017.
- 2) Short term investment rates have risen significantly over the last several years in conjunctions with actions by the Federal Reserve
- 3) Overall interest rates remain volatile as the market focuses on changing economic conditions and other geopolitical events that may disrupt the market

Existing Debt Overview

- 4) The District has \$39,855,000 in principal outstanding
 - a) 100% fixed rate
 - b) Final maturity in 2036
- 5) The District currently has upcoming refunding opportunities which are unfortunately not producing any significant net savings based on current market conditions

1	2	3	4	5	6
Series	Principal Outstanding	Average Existing Rate	Call Date	Estimated Savings ^[1]	As a % of Refunded Principal
Series A of 2014 Notes	\$3,600,000	3.000%	3/1/2020	\$11,255	0.37%
Series B of 2014 Bonds	\$2,090,000	3.000%	3/1/2020	\$13,043	0.68%
Series of 2015 Bonds	\$5,630,000	2.379%	5/15/2020	(\$78,519)	(1.65%)

^[1] Estimated savings are based on current market conditions as of May 13, 2019, assuming a Bank Qualified "Aa1" rated bond issue. Actual results may vary depending on market conditions. Assumes current refunding completed 3 months prior to call date

- 6) The District's overall debt service has a small drop-off coming after fiscal year 2024-25
 - a) +/- \$3.0 million annually through 2024-25
 - b) +/- \$2.7 million annually from 2025-26 through 2035-36



New Hope-Solebury School District
Topics for Discussion
May 16, 2019

Market Update

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- 2) Short term investment rates have risen significantly over the last several years in conjunctions with actions by the Federal Reserve
- 3) Overall interest rates remain volatile as the market focuses on changing economic conditions and other geopolitical events that may disrupt the market

Existing Debt Overview

- 4) The District has \$38,970,000 in principal outstanding as of May 16, 2019
 - a) 100% fixed rate
 - b) Final maturity in 2036
- 5) The District currently has upcoming refunding opportunities which are unfortunately not producing any significant net savings based on current market conditions

1 Series	2 Principal Outstanding	3 Average Existing Rate	4 Call Date	5 Estimated Savings ^[1]	6 As a % of Refunded Principal
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 - a) +/- \$3.0 million annually through 2024-25
 - b) +/- \$2.7 million annually from 2025-26 through 2035-36

Potential New Money Considerations

- 7) The District may consider certain various capital projects in the near future
- 8) Basic Federal & State law guidelines (consult Bond Counsel for more detail)
 - a) Must reasonably expect to spend at least 85% of proceeds within 3 years
 - b) Must incur a substantial binding obligation to spend at least 5% of the proceeds within 6 months
 - c) Annual debt service (overall or individual series) must be level or declining within 2 years of issuance (no balloon maturities)
- 9) Basic structuring options include:
 - a) Structure – level vs. wrap debt service
 - b) Maturity – up to 30 years typically
- 10) Generally speaking, from start to finish, to complete a municipal bond offering in Pennsylvania can be completed as soon as 90-120 days from start
 - a) From initial presentation to when money is available for the project(s)
 - b) Can be accelerated to 60-90 days if needed

**NEW HOPE-SOLEBURY SCHOOL DISTRICT
SUMMARY OF OUTSTANDING INDEBTEDNESS**

Debt Service Requirements								
1 Fiscal Year Ended	2 G.O. Notes Series A of 2014	3 G.O. Bonds Series B of 2014	4 G.O. Bonds Series of 2015	5 G.O. Bonds Series A of 2015	6 G.O. Bonds Series of 2016	7 G.O. Bonds Series A of 2016	8 G.O. Bonds Series of 2017	9 Total Debt Service
6/30/2020	654,675	225,225	1,012,900	295,743	451,875	239,495	179,150	3,059,063
6/30/2021	657,725	225,200	1,011,900	295,643	449,875	239,420	179,050	3,058,813
6/30/2022	660,175	220,100	1,008,200	295,543	452,500	239,345	178,950	3,054,813
6/30/2023	652,175	224,850	1,009,200	295,443	456,850	239,245	178,850	3,056,613
6/30/2024	653,725	224,375	1,009,800	295,343	458,050	239,145	178,750	3,059,188
6/30/2025	654,675	1,238,300		295,239	434,300	239,045	178,650	3,040,209
6/30/2026				1,041,825		1,028,945	693,550	2,764,320
6/30/2027				1,039,359		1,033,045	693,150	2,765,554
6/30/2028				1,040,514		1,031,745	692,550	2,764,809
6/30/2029				1,038,550		1,033,900	690,400	2,762,850
6/30/2030				1,038,725		1,029,775	697,200	2,765,700
6/30/2031				1,038,150		1,029,015	697,950	2,765,115
6/30/2032				1,041,750		1,026,890	695,400	2,764,040
6/30/2033				1,038,375		1,028,813	697,400	2,764,588
6/30/2034				1,036,800		1,035,098	688,800	2,760,698
6/30/2035				1,037,938		1,030,618	694,900	2,763,455
6/30/2036				1,037,850		1,030,628	695,250	2,763,728
6/30/2037								
6/30/2038								
6/30/2039								
6/30/2040								
Totals	3,933,150	2,358,050	5,052,000	13,202,786	2,703,450	12,774,165	8,709,950	48,733,551

Local Effort Requirements								
10 Fiscal Year Ended	11 G.O. Notes Series A of 2014	12 G.O. Bonds Series B of 2014	13 G.O. Bonds Series of 2015	14 G.O. Bonds Series A of 2015	15 G.O. Bonds Series of 2016	16 G.O. Bonds Series A of 2016	17 G.O. Bonds Series of 2017	18 Total Local Effort
6/30/2020	632,148	218,702	994,364	287,178	443,597	232,559	174,053	2,982,601
6/30/2021	635,093	218,678	993,382	287,081	441,633	232,486	173,956	2,982,310
6/30/2022	637,458	213,726	989,750	286,984	444,210	232,414	173,859	2,978,400
6/30/2023	629,734	218,338	990,732	286,886	448,481	232,316	173,762	2,980,249
6/30/2024	631,230	217,877	991,321	286,789	449,659	232,219	173,665	2,982,760
6/30/2025	632,148	1,202,439		286,689	426,344	232,122	173,567	2,953,308
6/30/2026				1,011,654		999,147	673,819	2,684,619
6/30/2027				1,009,259		1,003,128	673,430	2,685,817
6/30/2028				1,010,380		1,001,866	672,847	2,685,093
6/30/2029				1,008,474		1,003,958	670,758	2,683,190
6/30/2030				1,008,644		999,953	677,365	2,685,961
6/30/2031				1,008,085		999,215	678,093	2,685,393
6/30/2032				1,011,581		997,151	675,616	2,684,348
6/30/2033				1,008,304		999,018	677,559	2,684,881
6/30/2034				1,006,774		1,005,121	669,204	2,681,099
6/30/2035				1,007,879		1,000,771	675,130	2,683,780
6/30/2036				1,007,794		1,000,781	675,470	2,684,045
6/30/2037								
6/30/2038								
6/30/2039								
6/30/2040								
Totals	3,797,810	2,289,761	4,959,548	12,820,434	2,653,923	12,404,225	8,462,152	47,387,853

Principal⁽¹⁾	3,600,000	2,090,000	4,745,000	9,650,000	2,530,000	9,850,000	6,505,000	38,970,000
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PE%:	34.41%	28.96%	18.30%	28.96%	18.32%	28.96%	28.45%
PDE Lease:	152150	143833	152942	153833	162942	163833	173833
PE% Status:	Permanent	Temporary	Permanent	Temporary	Permanent	Temporary	Temporary
AR% (18-19):	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Call Date:	3/1/2020	3/1/2020	5/15/2020	2/15/2021	9/15/2021	2/15/2022	2/15/2023
Purpose:	Cur Ref 2009 & 2009A	New Money	Cur Ref 2010	New Money	Cur Ref 2011	New Money	New Money

⁽¹⁾ Outstanding as of May 16, 2019

NEW HOPE-SOLEBURY SCHOOL DISTRICT

Summary of New Money Options

Fiscal Year Ending	Principal	Estimated Timing	Term	Structure	1				2				3				4			
					Option 1				Option 2				Option 3				Option 4			
					Estimated	Local	Effort	Total	Estimated	Local	Effort	Total	Estimated	Local	Effort	Total	Proposed	Local	Effort	Total
5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
6/30/2020	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601	2,982,601
6/30/2021	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310	2,982,310
6/30/2022	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400	2,978,400
6/30/2023	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249	2,980,249
6/30/2024	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760	2,982,760
6/30/2025	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308	2,953,308
6/30/2026	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619	2,684,619
6/30/2027	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817	2,685,817
6/30/2028	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093	2,685,093
6/30/2029	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190	2,683,190
6/30/2030	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961	2,685,961
6/30/2031	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393	2,685,393
6/30/2032	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348	2,684,348
6/30/2033	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881	2,684,881
6/30/2034	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099	2,681,099
6/30/2035	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780	2,683,780
6/30/2036	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045	2,684,045
6/30/2037																				
6/30/2038																				
6/30/2039																				
6/30/2040																				
6/30/2041																				
6/30/2042																				
6/30/2043																				
6/30/2044																				
6/30/2045																				
TOTAL	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853	47,387,853

⁽¹⁾ Estimated based on a conservative estimate of current market conditions as of 5/13/2019. Actual results subject to market conditions at the time of pricing



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**New Hope-Solebury School District
Copier Lease and Print Management Services
RFP Analysis and Recommendation - May 2019**

	Current	Saxon	Centric	Ricoh	Canon
Manufacturer	Ricoh	Kyocera	Sharp	Ricoh	Canon
Copier Lease	46,144	38,208	37,764	26,970	38,917
Base Image Fee	31,252	39,200	30,720	23,094	25,120
Management Services	75,118	79,992	61,140	75,118	67,645
Total	152,515	157,400	129,624	125,182	131,682
Budget Savings		(4,885)	22,891	27,333	20,832

Recommendation:

The recommendation is to move forward with Ricoh.

Ricoh is the incumbent vendor so there will be no issue with continuity of services

Ricoh is the most cost effective proposal by \$4,000 - \$7,000 per year

This is also a \$27,000 savings when compared to 17-18 costs.

Ricoh management services are sourced with Ricoh employees - not a 3rd party

Notes:

Management Services - This is vendor staff for central copy center

This function also provides onsite level 1 service for leased equipment
and handles all district external and interoffice mail

Management Services Costs

- Ricoh confirmed that the cost proposal is fixed for the 5 years
- Canon confirmed that the cost proposal has a 3% CPI
- Centric proposal noted that this function is provided by a 3rd party.

New Hope - Solebury School District
2018 - 2019 Fiscal Dashboard - Current
April 30, 2019

	16-17 Actual	17-18 Actual	17-18 YTD	17-18 YTD %	18-19 Budget	18-19 YTD	18-19 YTD %	18-19 Projection	Projection Variance to Budget
Beginning Uncommitted Fund Balance	4,072,021	3,268,811			5,390,233				
Committed Fund Balance - PSERS	700,000	700,000			700,000				
Committed Fund Balance - CAPITAL PROJECTS	-	1,760,000			1,760,000				
Total Beginning Fund Balance - July 1st	4,772,021	5,728,811			7,850,233				
Revenues									
Local Revenue									
Real Estate Taxes	26,875,862	27,953,969	27,933,442	100%	28,662,487	28,571,866	100%	28,571,866	(90,621)
Delinquent Tax	522,749	846,216	547,970	91%	525,000	550,484	105%	600,484	75,484
Transfer Tax	917,066	938,494	620,208	82%	760,000	874,622	115%	974,622	214,622
Earned Income Tax	4,203,127	4,178,758	2,511,226	67%	3,750,000	2,754,402	73%	3,750,000	0
Other Local Revenue	478,925	717,112	374,533	89%	494,067	745,968	151%	807,468	313,401
State Revenue - General	3,071,603	2,976,877	2,149,908	76%	2,754,874	2,158,562	78%	2,806,372	51,498
State Revenue - Retirement/FICA Subsidy	3,266,250	3,388,608	1,332,588	37%	3,734,496	1,346,222	36%	3,629,019	(105,477)
Federal Revenue	146,310	86,906	38,236	17%	373,899	16,951	5%	221,720	(152,179)
Total Revenue	39,481,892	41,086,940	35,508,113	89%	41,054,823	37,019,076	90%	41,361,550	306,727
Expenditures									
Salaries and Wages	18,000,582	17,563,773	12,848,397	71%	18,324,972	12,968,902	71%	17,968,722	(356,250)
Benefits & Taxes	10,413,019	10,601,915	7,647,095	69%	11,476,361	7,899,770	69%	11,162,746	(313,615)
Professional Services	2,084,760	1,955,245	1,351,508	66%	2,371,226	1,719,795	73%	2,066,871	(304,355)
Property Services	832,545	302,106	193,514	54%	412,525	318,855	77%	373,308	(39,217)
Purchased Services	3,144,494	3,009,914	2,038,501	60%	3,159,100	2,119,261	67%	2,996,008	(163,092)
Supplies, Books, Software and Fuel	688,629	1,519,813	1,128,571	64%	1,613,472	885,314	55%	1,270,537	(342,935)
Equipment	173,350	144,993	77,362	45%	442,503	174,615	39%	277,648	(164,855)
Interest, Fees, and Dues	820,756	1,077,759	1,074,696	99%	1,144,164	1,136,194	99%	1,136,394	(7,770)
Principal and Transfers	2,626,967	2,790,000	2,040,000	95%	2,110,500	1,985,000	94%	1,985,000	(125,500)
Total Expenses	38,785,102	38,965,518	28,399,643	70%	41,054,823	29,207,705	71%	39,237,234	(1,817,589)
ACTIVITY FOR YEAR	696,790	2,121,422			-			2,124,317	
Transfer to Capital Reserve					2,121,422				
PROJECTED ENDING UNCOMMITTED FUND BALANCE	4,768,811	5,390,233			3,268,811				
Fund Balance Percentage of Expenditures	12.30%	13.83%			7.96%				
PSERS Committed Fund Balance	700,000	700,000			700,000				
Capital Projects Fund Balance	260,000	1,760,000			1,760,000				
TOTAL ENDING COMMITTED FUND BALANCE	960,000	2,460,000			2,460,000				
TOTAL ENDING FUND BALANCE - JUNE 30TH	5,728,811	7,850,233			5,728,811				

Fiscal Dashboard - 2018-2019 Highlights

Revenue - Overall trending in line with prior year - 90% received which is an increase of approximately \$1.5M

- Real Estate Tax collections are higher by \$630k 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 \$250,000 due to continued strength in the housing market.
- Delinquent Tax collection is flat to prior year.
- Tax liens reported to county in January increased by \$150,000 as compared to the prior year.
- Interest Income is increased by \$230,000

Expenditures - Overall trending in line with prior year at 71% used.

- Salaries are increased by \$120,000 from prior year - Contractual increases
- Benefits are increased by \$250,000 from prior year - Primarily due to PSERS
- Buck County IU costs are increased by \$210,000 due to high dollar student added to current year billing.
- Supplies Technology is decreased by \$240,000 - Prior year included the purchase of the HS/MS 1:1 devices in July
- Equipment is increased by \$100,000 due to timing of equipment purchases.
- Debt Service is in line with prior year as all debt service payments have been made as of April.

Projections - Expenditures are approximately \$1.8M under budget of which approximately \$700k is planned:

- \$243,000 - Capital Reserve, \$150,000 - 1:1 Device Purchase, \$150,000 - Special Education Unknown,
- \$150,000 Budgetary Reserve

**New Hope-Solebury School District
General Fund - Treasurer's Report
4/30/2019**

Beginning Cash Balance	17,821,547
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Receipts

Local General Fund Receipts

Real Estate Taxes	-
Interim Real Estate Taxes	404
Delinquent Real Estate Taxes	146,617
Transfer Tax	106,030
EIT	348,823
Interest Earnings	38,347
IDEA Pass Through Funds	220,540
Event Admissions	
Facility Use Fees	3,400
Donations	
IU Hope / Classroom Fair Share	
Returned Checks	
Other	8,798
Total Local General Fund Receipts	872,959

State General Fund Receipts

Basic Education	149,565
Special Education	
Basic Education - IU General Fund Deduction	
Transportation	
PLANCON	
Health Services	
Act 44 - Safety and Security Grant	
Ready to Learn Grant	
School Lunch	8,757
Social Security Subsidy	
PSERS Subsidy	
Total State General Fund Receipts	158,322

Federal General Fund Receipts

Title I	8,271
Title II	4,058
Title IV	1,538
SBAP - Access	-
Total Federal General Fund Receipts	13,867

Other Receipts

Offsets to Expenditures	16,280
Refund Prior Year Expense	-
Insurance Recoveries	-
Food Service - (Due To) / Due From	25,314
Construction Fund - NH Boro Escrow	-
Student Activity Fund - Fundraiser	-
Total Other Receipts	41,594

Total Receipts	1,086,742
-----------------------	------------------

Total Beginning Cash Balance and Receipts	18,908,289
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Carried to next page

**New Hope-Solebury School District
General Fund - Treasurer's Report
4/30/2019**

Total Beginning Cash Balance and Receipts	18,908,289
from previous page	

Disbursements

Checks

Checks approved at Board Meeting	759,678	
Check Run - April 3	28,822	
Check Run - April 25 (Bond Payment)	956,415	
Check Run - April		
Check Run - April	-	
Check Run - April	-	
Check Run - April Property Tax Refund	-	
Void Checks	(40)	
Total Checks		1,744,875

Electronic Payments

Health Benefits	306,569	
Dental Benefits	18,342	
PSERS - Employer	156,918	
PSERS - Employee		
PA Unemployment	1,531	
Easy Procure Card	7,923	
S4Teachers	23,034	
Tax Commissions	11,613	
Transfers to Food Service Fund	-	
Transfer to Construction Fund - NH Escrow	-	
Transfer to Capital Reserve Fund	-	
Transfer to Student Activity Fund	-	
Total Electronic Payments		525,930

Payroll Transfers to ADP	1,344,891
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Total Disbursements	3,615,696
----------------------------	------------------

Ending Cash Balance	15,292,593
----------------------------	-------------------

Bank Account Balances

PSDLAF - Operating Fund	2,381,736
PSDLAF - Investments	12,500,000
PLGIT - Investment	176,233
PA Invest - Investment	234,624
Total Bank Account Balances	15,292,593

Variance	(0)
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**New Hope-Solebury School District
Construction Fund - Treasurer's Report
4/30/2019**

Beginning Cash Balance		354,373.39
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Receipts

Interest Earnings	684.10	
NH Boro Escrow - Reimburse	-	
Total Receipts		684.10

Disbursements

Close PSDLAF 2014 Bond Fund	50.45	
Total Disbursements		50.45

Ending Cash Balance		355,007.04
----------------------------	--	-------------------

Bank Account Balances

PSDLAF - GOB 2014	-
PLGIT - GOB 2015	-
PLGIT - GOB 2016	-
PLGIT - GOB 2017	355,007.04
Total Bank Account Balances	355,007.04

GL to Bank Stmt Balance	-
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Variance	-
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**New Hope-Solebury School District
Capital Reserve Fund - Treasurer's Report
4/30/2019**

Beginning Cash Balance	2,899,317.75
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Receipts

Interest Earnings	5,596.86	
Transfer In from PSDLAF 2014B	50.45	
Total Receipts		5,647.31

Disbursements

-

Total Disbursements

-

Ending Cash Balance	2,904,965.06
----------------------------	---------------------

Bank Account Balances

PSDLAF	2,904,965.06
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Total Bank Account Balances	2,904,965.06
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-

Budget Transfer - Summary Sheet
May 16, 2019 - Board Meeting

[illegible]

Business Administrator Signature

Date _____



MAY 23, 2019



Photograph by Robert Heath, Jr.



NEW HOPE-SOLEBURY SCHOOL DISTRICT

PROPOSED FINAL BUDGET

July 1, 2019 – June 30, 2020

New Hope-Solebury School District
2019-2020 Budget Packet

NEW HOPE-SOLEBURY SCHOOL DISTRICT

PROPOSED FINAL BUDGET – May 23, 2019

July 1, 2019 through June 30, 2020

Introduction

Included for your review and consideration for approval is the proposed final budget for the 2019-2020 fiscal year. The total expenditure budget is \$42,234,666 which is being funded by total revenues of \$42,234,666 which is a structurally balanced budget. This budget is balanced while maintaining current staffing levels and with no reductions in programming or services for students. The revenue budget is being funded with a 2.3% tax increase which is the Act 1 base index. No exceptions are being used to fund the 19-20 budget. This generates approximately \$700,000 in new revenue. The total committed fund balance for future PSERS increases remains at \$700,000 and for Capital Projects remains at \$1,760,000.

Expenditures

The expenditure budget represents an increase of \$1,179,843, or 2.9%. This is a significant accomplishment as salary and benefits costs represent 73% of the total expenditures with an increase of about \$330,000. The employer costs for PSERS increased by \$285,000 as the employer rate increased from 33.43% to 34.29%. There have been significant increases in costs for student special education service needs with the Bucks County Intermediate totaling \$380,000. Lastly there was a \$150,000 increase for the 1:1 initiative for laptop replacements for all middle and high school students. All other areas of the budget remained largely unchanged. As a typical course of planning there are a number of items that remain unknown at this point in the budget process. The major unknowns are Pennsylvania State Budget, district enrollment (specifically Kindergarten) and charter school and MBIT enrollments.

Revenues

The revenue budget represents an increase of \$1,179,843 or 2.9%, driven mainly by the 2.3% property tax increase. The interest income revenue line item was increased by \$150,000 to a total of \$250,000. This continues to be a strong revenue item for school districts as our actual was only \$57,000 three years ago. The state budget is not yet approved for the 19-20 fiscal year; therefore, the state revenue assumes no growth and is identical to the SY 17-18 actual revenues. State subsidies for retirement and FICA are increased due to the increase in PSERS employer costs for SY 19-20. Federal Revenue increases are being driven by a draw-down of School Based ACCESS funding to offset a large increase in special education costs.

New Hope-Solebury School District
2019-2020 Budget Packet

Additional Information

Capital Improvements – This budget continues to meet the goal of funding a committed fund balance and a capital reserve fund for capital improvements of our facilities. The district has completed a facility condition assessment which generated a list of capital projects totaling \$37M over 20 years. We have budgeted \$330,000 for either immediate needs in the 19-20 budget or if unused to be transferred to the capital reserve fund. We believe the annual target for this budget amount should be approximately 1-2% of total operational expenditures. The capital reserve fund will be the primary source of funding for these capital needs. In two years we have been able to set aside almost \$2.8M in the capital reserve fund and \$1.76M in a committed fund balance. This represents about 12% of the funding required for the needs identified in the 20 year facility condition assessment.

Safety and Security – This budget continues to fund district wide needs for the build out of safety and security measures across the district with \$100,000 appropriated for this purpose. A safety and security audit was recently completed across all district facilities and the final report will provide actions for consideration. The outcome of the audit report will drive specific spending recommendations.

Budgetary Reserves – This budget continues the practice of having a \$150,000 budgetary reserve which includes \$50,000 for potential donations. There is an offsetting revenue line item of \$50,000 for donations. A budgetary reserve is included as a placeholder for any potential unknown items that may arise that could not be planned as part of the budget process. Before any funds from the budgetary reserve could be used it would require a board approved transfer with the justification for the transfer.

Timeline – The Board will take action on the proposed preliminary budget at the May 23, 2019 School Board Meeting. Then the Board will be presented with a final budget at the June 24, 2019 School Board Meeting for final consideration.

Respectfully Submitted,

Charles Lentz, Ed.D.
Superintendent

Andrew Lechman
Chief Operations Officer

New Hope-Solebury School District
2019-2020 Budget Packet

Financial Section

General Fund

The General Fund is the main operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund and is where operating revenue and expenditures are budgeted and recorded. Currently \$700,000 of fund balance has been committed for projected retirement contribution increases and \$1,760,000 has been committed for capital project needs.

General Fund Summary

	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Budget 2018-2019	Budget 2019-2020	Projection 2020-2021	Projection 2021-2022	Projection 2022-2023
GENERAL FUND								
Beginning Unassigned Fund Balance July 1, 20XX	5,131,940	4,332,021	4,768,808	5,390,235	3,268,813	3,268,813	3,010,549	2,132,067
Revenue								
Local Sources	31,283,862	32,964,284	34,622,997	34,191,554	35,109,199	35,696,641	36,295,833	36,907,008
State Sources	5,702,806	6,336,933	6,365,485	6,489,370	6,682,517	6,872,082	7,034,360	7,226,135
Federal Sources	88,318	146,310	86,906	373,899	442,950	441,000	441,000	241,500
Other Sources	14,187	34,365	11,552	-	-	-	-	-
Total Revenue	37,089,173	39,481,892	41,086,940	41,054,823	42,234,666	43,009,723	43,771,193	44,374,643
Expenditures								
Salaries	18,033,385	18,000,587	17,563,772	18,367,472	18,697,472	19,256,505	19,819,308	20,398,995
Benefits	9,896,482	10,413,019	10,601,914	11,493,861	11,900,530	12,512,482	13,117,550	13,762,947
Purchased Prof. Services	2,043,782	2,084,760	1,955,244	2,388,796	2,660,418	2,660,418	2,660,418	2,660,418
Purchased Prop. Services	723,598	832,545	302,105	392,525	411,272	411,272	411,272	411,272
Other Purchased Services	2,948,775	3,144,482	3,009,913	3,159,875	3,056,933	3,096,385	3,136,823	3,178,272
Supplies and Books	800,642	702,470	1,519,813	1,542,595	1,732,431	1,578,601	1,732,046	1,578,309
Property and Equipment	117,641	159,519	144,993	429,075	472,368	472,368	472,368	472,368
Other Objects	630,075	820,756	1,077,759	1,144,124	1,121,742	1,051,766	999,016	949,167
Other Uses of Funds	3,194,712	2,626,967	2,790,000	2,136,500	2,181,500	2,228,190	2,300,874	2,350,310
Total Expenditures	38,389,092	38,785,105	38,965,513	41,054,823	42,234,666	43,267,987	44,649,675	45,762,058
Excess of Revenue Over (Under)								
Expenditures	(1,299,919)	696,787	2,121,427	-	-	(258,264)	(878,482)	(1,387,415)
Fund Transfers	-	-	-	(2,121,422)	-	-	-	-
Fund Balance Commitment	500,000	(260,000)	(1,500,000)					
Net Change in Fund Balance	(799,919)	436,787	621,427	(2,121,422)	-	(258,264)	(878,482)	(1,387,415)
Ending Unassigned Fund Balance June 30, 20XX	4,332,021	4,768,808	5,390,235	3,268,813	3,268,813	3,010,549	2,132,067	744,651
Fund Balance Summary								
Unassigned	4,332,021	4,768,808	5,390,235	3,268,813	3,268,813	3,010,549	2,132,067	744,651
Committed - PSERS	700,000	700,000	700,000	700,000	700,000	700,000	700,000	700,000
Committed - Capital Projects	-	260,000	1,760,000	1,760,000	1,760,000	1,760,000	1,760,000	1,760,000
Total Ending Fund Balance	5,032,021	5,728,808	7,850,235	5,728,813	5,728,813	5,470,549	4,592,067	3,204,651

General Fund Revenue

The General Fund is funded from local, state and federal sources of revenue. Local revenue is the largest source of revenue which accounts for 83% of the \$42,234,666 in total budgeted revenue for the 2019-2020 fiscal year. The remaining 17% of the revenue budgeted is comprised of state subsidies and grants (16%) as well as federal grant money (1%).

Local Sources

New Hope-Solebury School District
2019-2020 Budget Packet

The largest portion of local revenue is made up of current taxes on real estate. Local current real estate tax revenue is budgeted to be \$29,372,132 which is 84% of local revenue sources budgeted and 70% of total revenue sources budgeted. Current real estate tax revenue budgeted is \$770,145 higher than budgeted in the previous year. The New Hope-Solebury School District is comprised of two local municipalities. The combined assessed property values for New Hope and Solebury is \$306,794,510 for the 2019-2020 school year.

The second largest source of local revenue is from proportional tax assessments including earned income taxes (EIT) and real estate transfer taxes. Both of these taxes are collected at a rate of 50% of the total tax levy. The District anticipates collecting \$3.75 million in EIT revenue and \$760,000 in real estate transfer taxes. Other local sources of revenue include interim and delinquent payments on real estate taxes, earnings on investments, revenues from district activities, and other various sources.

State Sources

State sources comprise 16% of the total budget at \$6,682,517 which is a 3% increase from the 2018-2019 fiscal year. State sources include subsidies from basic education, special education, transportation, and rental (or building reimbursement) payments.

The largest line item in state sources comes from the state's share of retirement contributions. The state reimburses the District for half of its PSERS retirement costs. For 2019-2020, the rate that districts pay into PSERS is 34.29% and in return the state reimburses half of this expense. This amount is \$3,172,802 which is a \$140,000 increase from the previous year. This increase is attributed to an increase in salaries as well as an increase in the contribution rate from 33.43% to 34.29%. The state also reimburses districts for one half of their Social Security and Medicare taxes which in 2019-2020 equates to \$715,280 or a \$12,000 increase.

The District also receives money from the state to offset property taxes from Act 1 of 2006. These funds are collected by the state through gaming revenues and other tax programs which are then distributed to school districts to pass on as a tax credit to approved homestead and farmstead properties to reduce property taxes. This allocation for the 2019-2020 school year is \$789,611 which equates to a tax reduction of \$252.78 for each eligible property.

Federal Sources

Revenue from federal sources is comprised primarily of grant money for specific programs. The District receives money for the following programs:

- Title I - Improving the Academic Achievement of the Disadvantaged
- Title II - Prepare, Train, and Recruit Highly Qualified Teachers and Principals
- Title III - Language Instruction of LEP and Immigrant Students
- Title IV – Student Support and Academic Enrichment

The District also receives monies through the School-Based Access Medicaid Program which provides reimbursement for eligible health care service costs. Funds can only be used for supplemental costs for special education programs and services.

New Hope-Solebury School District
2019-2020 Budget Packet

General Fund Reveune Detail

	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Budget 2018-2019	Budget 2019-2020
6000 - Revenue from Local Sources					
R6111 - Current Real Estate Taxes	25,384,830	26,808,610	27,863,682	28,601,987	29,372,132
R6112 - Interim Real Estate Taxes	35,082	67,252	90,287	60,500	60,500
R6113 - Public Utility Realty Tax	35,404	33,722	31,779	33,500	31,000
R6114 - Payments in Lieu of Taxes	67	67	111	67	67
R6150 - Current Act 511 Taxes	4,692,757	5,120,193	5,117,252	4,510,000	4,510,000
R6400 - Delinquent Real Estate Taxes	743,248	522,749	846,216	525,000	525,000
R6500 - Earnings on Deposits & Investments	14,668	57,341	214,378	100,000	250,000
R6700 - Revenue from Student Activities	10,104	10,328	1,940	10,000	10,000
R6832 - Federal IDEA Pass Through	227,578	237,402	247,815	225,000	225,000
R6910 - Facility Rentals	46,954	44,048	50,985	40,000	40,000
R6920 - Donations	67,031	40,000	93,210	50,000	50,000
R6940 - Tuitions	5,254	2,739	770	500	500
R6944 - Receipts from Other PA LEAs	-	-	32,239	35,000	35,000
R6999 - All Other Local Revenues	20,886	19,833	32,334	-	-
Total Local Sources	31,283,862	32,964,284	34,622,997	34,191,554	35,109,199
7000 - Revenue from State Sources					
R7110 - Basic Education Funding	1,161,646	1,201,577	1,207,556	1,200,000	1,224,000
R7160 - Tuition - Orphans/Private Homes	-	-	72,679	-	-
R7271 - Special Education Funding	599,068	631,266	602,845	505,000	499,950
R7310 - Transportation	122,651	116,313	126,247	105,000	100,000
R7320 - Rental Payments (PLANCON)	-	262,703	114,870	94,300	108,800
R7330 - Health Services Funding	27,615	27,706	26,869	27,500	27,000
R7340 - State Property Tax Reduction Alloc.	790,868	781,677	776,370	778,074	789,685
R7501 - PA Accountability Grant	-	-	-	-	-
R7505 - Ready To Learn	49,442	49,442	49,442	45,000	45,000
R7810 - Social Security/Medicare Subsidy	659,423	654,549	618,601	702,672	715,280
R7820 - Retirement Subsidy	2,292,092	2,611,700	2,770,007	3,031,825	3,172,802
Total State Sources	5,702,806	6,336,933	6,365,485	6,489,370	6,682,517
87000 - Revenue from Federal Sources					
R8514 - NCLB, Title I	54,898	47,332	43,341	40,000	55,000
R8515 - NCLB, Title II	28,203	12,576	31,884	20,000	26,000
R8517 - Title IV	-	-	10,000	10,000	10,000
R8690 - Other Restricted Grants	-	14,328	-	-	-
R8810 - Medical Access Reimb	-	69,741	-	303,899	351,950
R8820 - Medical Access Admin Reimb	5,217	2,333	1,681	-	-
Total Federal Sources	88,318	146,310	86,906	373,899	442,950
9000 - Other Financing Sources	14,187	34,365	11,552	-	-
Grand Total Revenue	37,089,173	39,481,892	41,086,940	41,054,823	42,234,666

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General Fund Expenditures

For the 2019-2020 school year, budgeted expenditures in the General Fund are \$42,234,666, which is an increase of \$1,179,843 (2.9%) from 2018-2019. The largest budget challenge facing the New Hope-Solebury School District as well as all other public school districts in the Commonwealth is the required contributions to the Pennsylvania State Education Retirement System (PSERS). Districts are required to pay a defined contribution amount towards employee pensions each year to PSERS. For the 2019-2020 school year, this amount is 34.29% which means that for each \$1 in eligible salaries the District must contribute 3.43 cents to PSERS. The total budgeted PSERS expenditure is \$6,345,603 for 2019-2020 which is an increase of \$286,000 (4.8%) from the previous year.

Along with the PSERS contribution, which was offset somewhat by a reduction in healthcare costs, the other major items impacting the expenditure budget are as follows:

- Salaries – Salaries have increased by \$330,000 or 1.8%.
- Special Education-Bucks County Intermediate Unit - \$380,000 for increased student needs
- District 1:1 Initiative – \$150,000 to replace 1:1 devices for middle and high school students

The total of the increases in these major items totals \$1,146,000

The following placeholders also exist in the budget which total \$960,000. This is important to identify because if the expenditures for these items do not materialize this will explain a large portion of the potential variance between budget and actual expenditures for the year.

Item	Budget Amount/Impact	Description
Enrollment Placeholder – 1FTE	\$93,000	This is a placeholder in the event that an additional staff member is needed due to additional enrollment as compared to class size guidelines
EDR Budget to Actual Trend	\$91,000	EDR's are identified in the NHSEA contract. The budget includes funding for all EDR's as defined in the contract. The annual trend is about \$91,000 under budget for EDR's that run.
Charter School – Enrollment Placeholder	\$46,000	\$46,000 would cover charter school tuition costs for either 2 additional regular education or 1 additional special education student.
Special Education Contingency	\$150,000	This is a contingency line item for new special education costs that cannot be planned for. For example a new student moving into the district with special education needs. This represents 2% of the total budget for special education.
Safety & Security	\$100,000	This budget continues to fund district wide needs for the build out of safety and security measures across the district with \$100,000. A safety and security audit was recently completed on district facilities and the final report will provide actions for consideration. While the outcome of the audit report will drive spending

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		recommendations the district will be installing additional security cameras both internally and externally.
Capital Reserve/Projects	\$330,000	The district has completed a facility condition assessment which generated a list of capital projects totaling \$37M over 20 years. We have budgeted \$330,000 for either immediate needs in the 19-20 budget or if unused to be transferred to the capital reserve fund. The capital reserve fund will be the primary source of funding for these capital needs.
Budgetary Reserve	\$150,000	This budget continues the practice of having a \$150,000 budgetary reserve which includes \$50,000 for potential donations. There is an offsetting revenue line item of \$50,000 for donations. A budgetary reserve is included as a placeholder for any potential unknown items that may arise that could not be planned as part of the budget process. Before any funds from the budgetary reserve could be used it would require a board approved transfer with the justification for the transfer.

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General Fund Expenditure Detail

	Actual 2015-2016	Actual 2016-2017	Actual 2017-2018	Budget 2018-2019	Budget 2019-2020
1100 - Regular Programs					
100 - Salaries	9,332,293	9,274,849	8,978,779	9,199,493	9,421,432
200 - Benefits	4,860,278	5,174,404	5,285,761	5,497,387	5,708,566
300 - Purchased Prof. Services	183,804	194,890	171,288	219,125	207,700
400 - Purchased Property Services	6,029	8,177	4,466	12,175	16,250
500 - Other Purchased Services	117,071	148,731	131,370	244,155	249,800
600 - Supplies and Books	173,279	165,222	175,587	232,580	227,870
700 - Property and Equipment	12,992	29,870	13,922	47,275	22,720
800 - Other Objects	3,560	2,865	4,696	9,261	9,468
Total Regular Programs	14,689,305	14,999,007	14,765,869	15,461,451	15,863,806
1200 - Special and Gifted Education					
100 - Salaries	2,469,424	2,598,163	2,615,027	2,816,864	2,777,209
200 - Benefits	1,570,961	1,649,581	1,755,139	1,962,171	2,033,875
300 - Purchased Prof. Services	632,255	684,099	753,636	880,631	1,260,000
500 - Other Purchased Services	694,776	749,311	865,966	608,282	617,985
600 - Supplies and Books	15,206	6,914	8,959	19,540	24,475
700 - Property and Equipment	427	-	-	-	-
800 - Other Objects	762	1,063	321	1,100	1,031
Total Special and Gifted Education	5,383,811	5,689,131	5,999,048	6,288,588	6,714,575
1300 - Vocational Education					
100 - Salaries	308,516	256,969	303,020	294,519	299,601
200 - Benefits	135,191	123,998	161,672	163,388	169,464
400 - Purchased Property Services	934	696		2,700	2,297
500 - Other Purchased Services	213,750	442,201	309,068	404,055	325,000
600 - Supplies and Books	9,431	16,105	17,671	30,152	26,168
700 - Property and Equipment	(500)		7,965	6,000	12,148
Total Vocational Education	667,321	839,968	799,395	900,814	834,678
1400 - Other Instructional Programs					
100 - Salaries	1,667	894	331	6,700	6,700
200 - Benefits	848	388	133	2,755	2,813
500 - Other Purchased Services	1,429	590			
Total Other Instructional Programs	3,944	1,872	464	9,455	9,513
2100 - Pupil Personnel					
100 - Salaries	1,195,893	1,243,156	1,256,521	1,297,072	1,296,053
200 - Benefits	608,627	650,267	685,937	732,599	742,906
300 - Purchased Prof. Services	47,353	38,350	7,089	22,700	36,600
500 - Other Purchased Services	3,834	2,498	4,181	9,300	8,000
600 - Supplies and Books	60,856	42,500	43,895	62,450	57,150
700 - Property and Equipment	5,059	216	-	-	-
800 - Other Objects	1,428	2,202	2,257	3,600	3,350
Total Pupil Personnel	1,923,050	1,979,189	1,999,880	2,127,721	2,144,059

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2200 - Instructional Support

100 - Salaries	1,072,294	974,817	1,005,521	1,020,855	1,098,535
200 - Benefits	600,512	675,321	605,426	716,308	779,774
300 - Purchased Prof. Services	540,172	476,344	223,327	292,411	220,555
400 - Purchased Property Services	1,668	735	6,000	6,000	275
500 - Other Purchased Services	42,218	19,030	2,598	19,550	19,550
600 - Supplies and Books	252,764	182,060	534,639	371,905	599,490
700 - Property and Equipment	86,571	125,840	41,547	50,000	45,000
800 - Other Objects	1,210	1,129	1,503	1,700	14,305

Total Instructional Support	2,597,409	2,455,277	2,420,561	2,478,729	2,777,484
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2300 - Administration Services

100 - Salaries	1,352,928	1,393,476	1,253,003	1,308,995	1,347,951
200 - Benefits	673,800	678,420	719,377	798,484	802,201
300 - Purchased Prof. Services	202,333	285,204	350,459	378,925	306,050
400 - Purchased Property Services	150	-	159	500	500
500 - Other Purchased Services	79,855	76,004	69,246	91,120	74,275
600 - Supplies and Books	9,485	3,105	7,255	17,325	22,613
700 - Property and Equipment	-	-	-	-	-
800 - Other Objects	25,154	22,521	22,693	27,300	40,850

Total Administration Services	2,343,705	2,458,731	2,422,192	2,622,649	2,594,440
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2400 - Pupil Health Services

100 - Salaries	226,985	244,273	257,488	272,617	280,088
200 - Benefits	113,026	129,796	129,210	146,245	153,010
300 - Purchased Prof. Services	4,390	4,000	4,000	15,000	10,000
500 - Other Purchased Services	11	-	71	600	600
600 - Supplies and Books	3,445	5,357	6,758	21,650	21,050
700 - Property and Equipment	-	-	-	10,800	-
800 - Other Objects	280	381	280	400	400

Total Pupil Health Services	348,136	383,807	397,807	467,312	465,148
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2500 - Business Services

100 - Salaries	287,170	271,773	294,693	298,617	291,471
200 - Benefits	182,317	180,472	187,457	192,601	188,899
300 - Purchased Prof. Services	215,632	233,763	208,294	217,189	203,503
400 - Purchased Property Services	13,375	46,529	46,144	46,900	40,000
500 - Other Purchased Services	7,982	6,264	5,459	11,280	11,450
600 - Supplies and Books	15,500	19,963	6,648	23,700	23,250
800 - Other Objects	519	1,033	554	750	950

Total Business Services	722,495	759,796	749,249	791,037	759,523
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2600 - Operations and Maintenance

100 - Salaries	1,186,654	1,195,254	1,066,057	1,156,255	1,186,058
200 - Benefits	818,032	861,800	802,345	885,494	937,028
300 - Purchased Prof. Services	109,567	76,999	148,889	160,375	191,050
400 - Purchased Property Services	701,442	776,408	245,335	324,250	351,950
500 - Other Purchased Services	152,354	155,404	149,350	143,700	153,700
600 - Supplies and Books	153,412	126,189	545,190	601,250	557,650
700 - Property and Equipment	11,883	3,593	60,628	215,000	217,000
800 - Other Objects	908	443	118	425	425

Total Operations and Maintenance	3,134,252	3,196,090	3,017,912	3,486,749	3,594,861
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2700 - Transportation Services					
500 - Other Purchased Services	1,553,584	1,464,783	1,392,582	1,546,333	1,507,073
Total Transportation Services	<u>1,553,584</u>	<u>1,464,783</u>	<u>1,392,582</u>	<u>1,546,333</u>	<u>1,507,073</u>
2800 - Data Processing Services					
100 - Salaries	171,930	178,947	193,025	198,354	202,968
200 - Benefits	127,903	128,239	139,721	144,334	150,204
300 - Purchased Prof. Services	4,169	638	5,133	8,200	8,200
500 - Other Purchased Services	2,585	308	1,376	2,000	2,000
600 - Supplies and Books	73,358	103,730	113,628	118,750	118,350
Total Data Processing Services	<u>379,944</u>	<u>411,862</u>	<u>452,883</u>	<u>471,638</u>	<u>481,722</u>
2900 - Other Support Services					
500 - Other Purchased Services	13,034	11,291	11,978	12,000	12,000
Total Other Support Services	<u>13,034</u>	<u>11,291</u>	<u>11,978</u>	<u>12,000</u>	<u>12,000</u>
3200 - Student Activities					
100 - Salaries	427,630	368,015	340,308	497,131	489,406
200 - Benefits	204,988	160,335	129,737	252,095	231,790
300 - Purchased Prof. Services	104,108	90,473	83,128	51,240	51,760
500 - Other Purchased Services	66,293	68,067	66,668	67,500	75,500
600 - Supplies and Books	33,905	31,326	59,585	43,293	54,365
700 - Property and Equipment	1,210	-	20,931	-	10,500
800 - Other Objects	13,850	10,533	13,328	12,600	21,900
Total Student Activities	<u>851,984</u>	<u>728,749</u>	<u>713,684</u>	<u>923,859</u>	<u>935,221</u>
4600 - Building Improvement					
300 - Purchased Prof. Services				143,000	165,000
700 - Property and Equipment				100,000	165,000
Total Building Improvement	<u>-</u>	<u>-</u>	<u>-</u>	<u>243,000</u>	<u>330,000</u>
5100 - Debt Service					
800 - Other Objects	582,405	778,585	1,032,009	1,086,988	1,029,063
900 - Other Uses of Funds	3,160,000	2,626,316	2,040,000	1,985,000	2,030,000
Total Debt Service	<u>3,742,405</u>	<u>3,404,901</u>	<u>3,072,009</u>	<u>3,071,988</u>	<u>3,059,063</u>
5200 - Fund Transfers					
900 - Other Uses of Funds	16,373	651	750,000	1,500	1,500
Total Fund Transfers	<u>16,373</u>	<u>651</u>	<u>750,000</u>	<u>1,500</u>	<u>1,500</u>
5500 - Extraordinary Items					
900 - Other Uses of Funds	18,339				
Total Fund Transfers	<u>18,339</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
5900 - Budgetary Reserve					
900 - Other Uses of Funds				150,000	150,000
Total Budgetary Reserve	<u>-</u>	<u>-</u>	<u>-</u>	<u>150,000</u>	<u>150,000</u>
Grand Total Expenditures	<u>\$ 38,389,092</u>	<u>\$ 38,785,105</u>	<u>\$ 38,965,513</u>	<u>\$ 41,054,823</u>	<u>\$ 42,234,666</u>

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General Fund Budget Forecast

The New Hope-Solebury School District has developed a general fund budget forecast to anticipate future revenues and expenditures and how this will impact the District's fund balance. As with the current year budget, the largest factors in the forecast include ACT 1 and the state budget for revenues as well as salaries, benefits, PSERS retirement contributions, special education costs and building improvements.

The following assumptions were made in these forecasts:

- Millage increases conservatively set at 2% for each year
 - The Independent Fiscal Office has estimated Act 1 Base Index increases to be:
 - 2020-21: 2.3%
 - 2021-22: 2.8%
 - 2022-23: 3.0%
- Growth of tax base of 0% per year
- 96% tax collection rate
- 0% annual increase in earned income tax, 0% increase for transfer taxes
- 0% annual increase to basic education and special education state subsidies
- Level property tax reduction allocation and transportation subsidy
- 0% annual increase federal revenue
- Salary increases based on current contracts and 3.00% increase annually beyond
- Pension rates using PSERS projected rates
- 7% increase per year in medical benefits
- 0% increase per year in professional/technical services, purchased property services, and other purchased services, supplies.
- 2.5% increase for transportation services based on contract
- 0% increase per year in property & equipment, other objects
- Debt Service based on current schedules. No new borrowing factored in.
- Level budgetary reserve requirement

The ending fund balance for New Hope-Solebury School District is projected to decline over the next several years. The current unassigned fund balance is 7.74% of expenditures. The projected draw of the fund balance is primarily due to contracted salary increases, PSERS and increases in medical benefits. However, the Board is keenly aware of the risk of utilizing fund balance to pay for recurring expenses. With that said, the District employs a conservative budgeting approach with sufficient budgetary reserve so the actual reduction in fund balance will be less than the projected reduction. Long-term strategies are in place to ensure that the total fund balance does not fall below the recommended level of 6-8% of expenditures.

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General Fund Summary

	Budget 2019-2020	Projection 2020-2021	Projection 2021-2022	Projection 2022-2023
GENERAL FUND				
Beginning Unassigned Fund Balance July 1, 20XX	3,268,813	3,268,813	3,010,549	2,132,067
Revenue				
Local Sources	35,109,199	35,696,641	36,295,833	36,907,008
State Sources	6,682,517	6,872,082	7,034,360	7,226,135
Federal Sources	442,950	441,000	441,000	241,500
Other Sources	-	-	-	-
Total Revenue	42,234,666	43,009,723	43,771,193	44,374,643
Expenditures				
Salaries	18,697,472	19,256,505	19,819,308	20,398,995
Benefits	11,900,530	12,512,482	13,117,550	13,762,947
Purchased Prof. Services	2,660,418	2,660,418	2,660,418	2,660,418
Purchased Prop. Services	411,272	411,272	411,272	411,272
Other Purchased Services	3,056,933	3,096,385	3,136,823	3,178,272
Supplies and Books	1,732,431	1,578,601	1,732,046	1,578,309
Property and Equipment	472,368	472,368	472,368	472,368
Other Objects	1,121,742	1,051,766	999,016	949,167
Other Uses of Funds	2,181,500	2,228,190	2,300,874	2,350,310
Total Expenditures	42,234,666	43,267,987	44,649,675	45,762,058
Excess of Revenue Over (Under)				
Expenditures	-	(258,264)	(878,482)	(1,387,415)
Fund Transfers	-	-	-	-
Fund Balance Commitment				
Net Change in Fund Balance	-	(258,264)	(878,482)	(1,387,415)
Ending Unassigned Fund Balance June 30, 20XX	3,268,813	3,010,549	2,132,067	744,651
Fund Balance Summary				
Unassigned	3,268,813	3,010,549	2,132,067	744,651
Committed - PSERS	700,000	700,000	700,000	700,000
Committed - Capital Projects	1,760,000	1,760,000	1,760,000	1,760,000
Total Ending Fund Balance	5,728,813	5,470,549	4,592,067	3,204,651

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Capital Reserve Fund

The District has been funding a capital reserve fund for identified capital projects. A facility condition assessment was completed in 2018 to identify all of the current capital needs across all district facilities. That study identified 650 projects over the next 20 years with an estimated cost of \$37M. 2019-2020 will be the first year the District creates a budget for this fund for projects identified in the assessment that were determined as immediate year 1 needs. For 2019-2020, there is a projected beginning fund balance of \$2,916,965 in capital reserve funds available. \$1,559,000 will be allocated for the following projects.

District Facility / Location	Project Description	Amount
Construction Project Close Out	Campus Revitalization Project Budget Overruns	\$200,000
District Wide	Campus Signage including ADA Parking	\$25,000
UES	Replace Backflow Prevention – 2 Units	\$10,000
UES	Install Gutters and Downspouts	\$4,000
MS	Replace Library Carpet	\$80,000
HS	Replace 2 Boilers (removed from renovation project)	\$500,000
HS	Replace VCT Flooring – 2 nd floor (removed from project)	\$20,000
HS	Asbestos Abatement – VCT flooring removal	\$30,000
HS	Repair and Repoint Brickwork	\$5,000
Athletic	Resurface Track	\$205,000
Athletic	Replace Tennis Courts	\$700,000
Total Projects		\$1,779,000

Annually the district evaluates the General Fund budget results to determine the amount, if any, available to transfer to the Capital Projects Fund to fund capital projects.

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Capital Reserve Fund Summary

	<u>Actual</u> <u>2017-2018</u>	<u>Projected</u> <u>2018-2019</u>	<u>Budget</u> <u>2019-2020</u>	<u>Projection</u> <u>2020-2021</u>	<u>Projection</u> <u>2021-2022</u>	<u>Projection</u> <u>2022-2023</u>	<u>Projection</u> <u>2023-2024</u>
CAPITAL RESERVE FUND							
Fund Balance July 1, 20XX	5,856	755,988	2,916,965	3,162,965	3,162,965	3,162,965	3,162,965
Revenue							
Local Sources	132	39,555	25,000				
State Sources							
Federal Sources							
Other Sources							
Total Revenue	<u>132</u>	<u>39,555</u>	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures							
Salaries	-	-	-				
Benefits	-	-	-				
Purchased Prof. Services	-	-	212,950				
Purchased Prop. Services	-	-	136,050				
Other Purchased Services	-	-	-				
Supplies and Books	-	-	-				
Property and Equipment	-	-	1,430,000				
Other Objects	-	-	-				
Other Uses of Funds	-	-	-				
Total Expenditures	<u>-</u>	<u>-</u>	<u>1,779,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess of Revenue Over (Under)							
Expenditures	132	39,555	(1,754,000)	-	-	-	-
Fund Transfers	<u>750,000</u>	<u>2,121,422</u>	<u>2,000,000</u>	<u>1,760,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	<u>750,132</u>	<u>2,160,977</u>	<u>246,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance June 30, 20XX	<u>755,988</u>	<u>2,916,965</u>	<u>3,162,965</u>	<u>3,162,965</u>	<u>3,162,965</u>	<u>3,162,965</u>	<u>3,162,965</u>

Funding for the capital improvement plan is presently not included in the capital projects budget beyond the anticipated transfer in 2019-2020 for the projected general fund surplus. The district will be working to further prioritize the projects to create a 5 year plan that funds the most critical projects with funds transferred to the Capital Reserve Fund on an annual basis.

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School Nutrition Fund

For the 2019-2020 school year, the District's School Nutrition fund is budgeting revenues of \$562,146. Local revenues, which are comprised of sales to students and staff, are budgeted to increase by \$15,233 (2.8%) due to stronger projected sales as compared to budget in the current year.

The Food Service departments continues to encourage students to select food options that create a reimbursable meal which increases state and federal meal reimbursement revenue. The United States Department of Agriculture (USDA) reimburses school districts for eligible meal sales. The 2019-2020 budget shows an increase in combined state and federal revenue sources of \$5,000 as compared to 17-18 actuals.

The expenditure budget of \$567,872 is an increase of \$20,959 (3.8%) over the previous year. The increase is primarily due to contracted salary increases and food supply increases due to increased sales in the current year.

The New Hope-Solebury School Nutrition Services (SNS) Program is self-operated by New Hope-Solebury employees. SNS provides breakfast and lunch for all students and staff who wish to participate. SNS is self-supporting, receiving no aid from the General Fund in its operating budget. All funding for the SNS operation is through the sale of food and reimbursements from the state and federal government. While the fund has been operating in a total surplus since 2014-2015 the fund is in a negative net position from prior periods.

The 2018-2019 reimbursement rates per meal for grades Kindergarten through 12th are:

**2018-2019 School Nutrition Services Meal
Reimbursement Rates**

Federal			State		
Meal Type	Breakfast	Lunch	Meal Type	Breakfast	Lunch
Paid	0.31	0.31	Paid	0.10	0.12
Reduced	1.49	2.91	Reduced	0.10	0.12
Free	1.79	3.31	Free	0.10	0.12

Breakfast is offered at all levels and the prices are \$1.65 for elementary and \$1.85 for middle and high school which is a .10 increase from the current year. Lunch prices are being maintained at \$2.90 for elementary and \$3.35 for middle and high school. A la carte items are offered at every level. SNS follows the Smart Snacks in Schools regulations.

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Food Service Fund Summary

	<u>Actual</u> <u>2015-2016</u>	<u>Actual</u> <u>2016-2017</u>	<u>Actual</u> <u>2017-2018</u>	<u>Budget</u> <u>2018-2019</u>	<u>Budget</u> <u>2019-2020</u>	<u>Projection</u> <u>2020-2021</u>	<u>Projection</u> <u>2021-2022</u>	<u>Projection</u> <u>2022-2023</u>
FOOD SERVICE FUND								
Net Position July 1, 20XX	(56,516)	(43,016)	(36,612)	(39,426)	(39,426)	(45,152)	(60,304)	(85,408)
Revenue								
Local Sources	444,174	428,584	418,348	430,850	439,101	443,548	448,044	452,587
State Sources	43,206	51,078	53,858	58,063	59,611	62,029	64,267	66,896
Federal Sources	49,304	55,406	58,353	58,000	63,434	64,068	64,709	65,356
Other Sources								
Total Revenue	<u>536,685</u>	<u>535,068</u>	<u>530,559</u>	<u>546,913</u>	<u>562,146</u>	<u>569,645</u>	<u>577,020</u>	<u>584,840</u>
Expenditures								
Salaries	226,184	229,553	228,667	239,682	245,331	252,690	260,271	268,079
Benefits	96,512	107,892	110,606	122,281	122,642	128,240	133,938	140,512
Purchased Prof. Services	7,787	4,556	440	1,500	1,500	1,500	1,500	1,500
Purchased Prop. Services	2,524	4,176	9,406	3,900	3,900	4,017	4,138	4,262
Other Purchased Services	1,001	990	840	1,250	1,250	1,250	1,250	1,250
Supplies and Books	183,952	179,835	181,553	176,000	190,500	194,310	198,196	202,160
Property and Equipment	4,957	891	1,286	1,300	2,000	2,040	2,081	2,122
Other Objects	270	769	575	1,000	750	750	750	750
Other Uses of Funds	-	-	-	-	-	-	-	-
Total Expenditures	<u>523,185</u>	<u>528,663</u>	<u>533,374</u>	<u>546,913</u>	<u>567,872</u>	<u>584,797</u>	<u>602,124</u>	<u>620,636</u>
Excess of Revenue Over (Under)								
Expenditures	13,499	6,405	(2,815)	(0)	(5,726)	(15,152)	(25,103)	(35,796)
Fund Transfers	-	-	-	-	-	-	-	-
Net Change in Fund Balance	<u>13,499</u>	<u>6,405</u>	<u>(2,815)</u>	<u>(0)</u>	<u>(5,726)</u>	<u>(15,152)</u>	<u>(25,103)</u>	<u>(35,796)</u>
Net Position June 30, 20XX	<u>(43,016)</u>	<u>(36,612)</u>	<u>(39,426)</u>	<u>(39,426)</u>	<u>(45,152)</u>	<u>(60,304)</u>	<u>(85,408)</u>	<u>(121,203)</u>
Pension/OPEB Liability		<u>(771,044)</u>	<u>(791,761)</u>					
Total Net Position with Pension/OPEB Liability		<u>(807,656)</u>	<u>(831,187)</u>					

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Debt Limit and Remaining Borrowing Capacity

The statutory borrowing limit of New Hope-Solebury School District under the Local Government Unit Debt Act (Act 52 of 1978) is computed as a percentage of the School District's "Borrowing Base". The Borrowing Base is defined as the annual arithmetic average of "Total Revenues" (as defined by the Debt Act), for the three full fiscal years ended next preceding the date of incurring the debt. The calculation of the present borrowing base and the borrowing capacity is as follows:

Total Revenues for 2015-2016	37,089,173
Total Revenues for 2016-2017	39,481,892
Total Revenues for 2017-2018	<u>40,949,767</u>
Total Revenues - Past Three Years	117,520,832
 Borrowing Base (annual arithmetic average)	 39,173,611

Under the Debt Act as presently in effect, no school district shall incur any non-electoral debt or lease rental debt if the aggregate net principal amount of such new debt, together with any other net non-electoral debt and lease rental debt then outstanding, would cause the net non-electoral debt plus net lease rental debt to exceed 225% of the Borrowing Base. The application of the aforesaid percentage to the School District's Borrowing Base produces the following:

<u>Net Nonelectoral Debt and Lease Rental Debt Limit</u>	<u>Legal Limit</u>	<u>Net Debt Outstanding</u>	<u>Remaining Borrowing Capacity</u>
225% of Borrowing Base	88,140,624	40,955,000	47,185,624

General Obligation Bonds and Notes

The District issues general obligation bonds and notes to provide funds for the acquisition and construction of major capital facilities. The following tables illustrate the debt service (or debt payment) schedules as well as the amount of outstanding debt. For 2019-2020, the total debt service payments owed are \$3,059,063 which is 7.3% of the total expenditures for the fiscal year.

Debt Service Summary

Year	Total Debt							Service Payments	Principal Payments	Interest Payments	Principal Outstanding
	2014 Bond Series A	2014 Bond Series B	2015 Bond	2015 Bond Series A	2016 Bond Refunded 2011	2016 Bond Series A	2017 Bond				
2019 - 20	654,675	225,225	1,012,900	295,743	451,875	239,495	179,150	3,059,063	2,030,000	1,029,063	38,970,000
2020 - 21	657,725	225,200	1,011,900	295,643	449,875	239,420	179,050	3,058,813	2,100,000	958,813	36,940,000
2021 - 22	660,175	220,100	1,008,200	295,543	452,500	239,345	178,950	3,054,813	2,150,000	904,813	34,840,000
2022 - 23	652,175	224,850	1,009,200	295,443	456,850	239,245	178,850	3,056,613	2,205,000	851,613	32,690,000
2023 - 24	653,725	224,375	1,009,800	295,343	458,050	239,145	178,750	3,059,188	2,260,000	799,188	30,485,000
2024 - 25	654,675	1,238,300	-	295,239	434,300	239,045	178,650	3,040,209	2,310,000	730,209	28,225,000
2025 - 26	-	-	-	1,041,825	-	1,028,945	693,550	2,764,320	2,075,000	689,320	25,915,000
2026 - 27	-	-	-	1,039,359	-	1,033,045	693,150	2,765,554	2,120,000	645,554	23,840,000
2027 - 28	-	-	-	1,040,514	-	1,031,745	692,550	2,764,809	2,165,000	599,809	21,720,000
2028 - 29	-	-	-	1,038,550	-	1,033,900	690,400	2,762,850	2,215,000	547,850	19,555,000
2029 - 30	-	-	-	1,038,725	-	1,029,775	697,200	2,765,700	2,275,000	490,700	17,340,000
2030 - 31	-	-	-	1,038,150	-	1,029,015	697,950	2,765,115	2,335,000	430,115	15,065,000
2031 - 32	-	-	-	1,041,750	-	1,026,890	695,400	2,764,040	2,400,000	364,040	12,730,000
2032 - 33	-	-	-	1,038,375	-	1,028,813	697,400	2,764,588	2,470,000	294,588	10,330,000
2033 - 34	-	-	-	1,036,800	-	1,035,098	688,800	2,760,698	2,540,000	220,698	7,860,000
2034 - 35	-	-	-	1,037,938	-	1,030,618	694,900	2,763,455	2,620,000	143,455	5,320,000
2035 - 36	-	-	-	1,037,850	-	1,030,628	695,250	2,763,728	2,700,000	63,728	2,700,000
Totals	3,933,150	2,358,050	5,052,000	13,202,786	2,703,450	12,774,165	8,709,950	48,733,551	38,970,000	9,763,551	

New Hope-Solebury School District
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Supplemental Information Section

New Hope-Solebury Ten Largest Real Estate Taxpayers

Owner	Property	Assessed Value	Taxes Due
Solebury Part LP	Shopping Center	1,102,860	112,869
Bucks County Industrial Development Auth.	Commercial	1,014,000	103,775
New Hope Limestone Co., Inc.	Quarry/Mine	763,600	78,148
Union Square Ltd.	Apartments	690,600	70,677
Individual	Residential	611,110	62,542
Two River Rd Prop LLC	Restaurant	490,300	50,178
Tiryns Devt LP	Motel/Hotel	403,040	41,248
Individual	Residential	395,250	40,451
Individual	Residential	378,950	38,782
Lower York Solebury LLC	Motel/Hotel	374,350	38,312
	Top 10 Assessments	6,224,060	636,982
	Total Assessments	306,794,510	31,397,902
	Percentage of Total	2.0%	2.0%

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NEW HOPE-SOLEBURY SCHOOL DISTRICT EXPENDITURE SUMMARY - BY OBJECT									
ACCOUNT	ACCT TITLE	14-15 Actual	15-16 Actual	16-17 Actual	17-18 Actual	18-19 Budget	19-20 Final	19-20 Prelim to 18-19 Final	Change
110	ADMIN SALARIES	1,662,605	1,811,110	1,737,096	1,566,035	1,685,669	1,844,243	158,574	9.4%
115	ADMIN RETIREE PAYOUT	-	-	79,399	40,881	20,000	-	(20,000)	-100.0%
120	TEACHERS	12,433,158	12,717,901	12,541,607	12,349,715	12,840,069	13,001,212	161,143	1.3%
121	NATL CERT/DOCTORATE	36,000	49,000	51,000	51,000	51,000	52,000	1,000	2.0%
122	SUBSTITUTES	94,853	118,442	24,975	11,051	80,000	80,000	-	0.0%
123	TEACHER OTHER PAY	108,590	82,971	63,606	58,130	96,084	89,354	(6,730)	-7.0%
125	TEACHER RETIREE PAYOUT	-	-	222,798	240,000	30,000	-	(30,000)	-100.0%
126	EMPLOYEE OPT OUT PMTS	113,267	139,859	135,500	137,300	138,000	132,000	(6,000)	-4.3%
130	PROF WAGES	211,597	356,713	333,050	297,069	263,506	261,352	(2,154)	-0.8%
131	STUDENT ACTIVITIES	163,187	-	-	-	136,936	143,054	6,118	4.5%
140	TECHNICAL	272,700	286,376	295,955	314,874	321,993	329,085	7,092	2.2%
150	CLER WAGES	779,386	803,110	787,214	792,870	811,928	794,371	(17,557)	-2.2%
180	LABORERS	835,928	868,005	864,888	836,008	916,629	951,406	34,777	3.8%
190	INST ASSTS	754,800	799,897	863,500	868,839	975,658	1,019,815	44,157	4.5%
	Total Salary	17,466,071	18,033,385	18,000,588	17,563,772	18,367,472	18,697,892	330,420	1.8%
									44.3%
210	GROUP INSURANCE	2,979,848	3,656,699	-	-	-	-	-	#DIV/0!
211	MEDICAL INSURANCE			2,972,754	3,094,432	3,237,076	3,306,175	69,099	2.1%
212	DENTAL INSURANCE			243,218	197,402	251,188	260,662	9,474	3.8%
213	GROUP LIFE INSURANCE			61,191	55,591	52,864	53,667	803	1.5%
214	DISABILITY INSURANCE			168,036	137,838	94,758	110,366	15,608	16.5%
215	VISION INSURANCE			15,382	11,359	13,350	13,439	89	0.7%
281	RETIREE INSURANCE			128,842	102,847	96,436	78,650	(17,786)	-18.4%
220	SOCIAL SECURITY	1,301,662	1,335,810	1,313,582	1,283,528	1,405,343	1,430,593	25,250	1.8%
230	RETIREMENT	3,703,517	4,590,845	5,230,720	5,520,978	6,059,935	6,345,747	285,812	4.7%
240	TUITION REIM	72,880	136,839	117,782	55,100	125,000	125,000	-	0.0%
250	UNEMPLOYMENT COMP.	10,018	30,743	19,697	11,828	25,000	25,000	-	0.0%
260	WORKERS COMP.	76,389	143,247	138,020	123,517	117,311	119,836	2,525	2.2%
290	OTHER BENEFITS	7,486	2,299	3,796	7,493	15,600	20,700	5,100	32.7%
	Total Benefits	8,151,799	9,896,482	10,413,020	10,601,914	11,493,861	11,889,835	395,974	3.4%
									28.2%
322	PROFESSIONAL SERV. -I.U.	563,825	506,298	633,400	383,176	601,631	981,000	379,369	63.1%
330	OTHER PROFESSIONAL	472,574	377,483	486,636	869,404	877,041	813,250	(63,791)	-7.3%
340	TECHNICAL SERVICE	11,000	19,000	79,938	70,355	84,609	75,000	(9,609)	-11.4%
350	SECURITY/SAFETY SERVICE	-	-	-	-	33,000	3,000	(30,000)	-90.9%
360	TRAINING AND DEVELOPMENT	37,441	16,815	19,692	28,272	60,100	48,000	(12,100)	-20.1%
390	CONT SERVICE	1,035,349	1,124,186	865,095	604,037	732,415	717,545	(14,870)	-2.0%
	Total Professional Services	2,120,189	2,043,782	2,084,761	1,955,244	2,388,796	2,637,795	248,999	10.4%
									6.3%
411	DISPOSAL SERVICE	21,191	24,993	25,993	26,882	26,900	30,000	3,100	11.5%
414	LAWN CARE	87,381	63,353	57,847	39,010	72,600	111,100	38,500	53.0%
424	WATER/SEWAGE	11,357	13,929	10,299	20,593	13,000	13,000	-	0.0%
430	REPAIRS & MAINTENANCE	254,765	181,865	267,608	154,949	217,225	206,572	(10,653)	-4.9%
438	REPAIRS-TECHNOLOGY	3,685	1,668	735	6,000	7,000	1,000	(6,000)	-85.7%
441	RENTAL OF FACILITIES	4,463	5,652	1,595	-	1,100	1,100	-	0.0%
442	RENTAL OF EQUIPMENT	3,242	4,049	52,269	54,671	54,700	48,500	(6,200)	-11.3%
	Total Purchase Property Services	386,083	295,507	416,346	302,105	392,525	411,272	18,747	4.8%
									1.0%
513	CONTRACTED CARRIER	1,387,249	1,400,634	1,287,493	1,249,871	1,409,333	1,375,573	(33,760)	-2.4%
516	STUDENT TRANS.-I.U.	147,005	234,530	236,341	206,351	200,000	200,000	-	0.0%
521	FIRE INSURANCE	61,113	58,676	58,718	50,000	58,000	65,000	7,000	12.1%
522	AUTO INSURANCE	14,209	12,265	12,243	15,590	17,000	17,000	-	0.0%
523	GENERAL PROPERTY & LIAB.	29,913	17,085	24,386	33,001	26,500	26,500	-	0.0%
525	BONDING INSURANCES	52,117	67,357	67,264	61,178	51,250	51,250	-	0.0%
529	OTHER INSURANCES	-	7,334	-	-	20,000	3,500	(16,500)	-82.5%
530	POSTAGE	20,423	20,866	13,917	14,542	25,755	24,500	(1,255)	-4.9%
538	TELECOMMUNICATIONS	62,076	96,859	76,754	50,452	56,700	59,700	3,000	5.3%
549	ADVERTISING	3,367	1,738	597	1,078	3,170	3,125	(45)	-1.4%
550	PRINTING & BINDING	7,538	8,416	9,735	5,100	9,750	8,750	(1,000)	-10.3%
560	TUITIONS	-	-	12,212	-	-	-	-	#DIV/0!
562	CHARTER SCHOOL TUITION	181,245	108,734	128,031	123,293	218,350	229,350	11,000	5.0%
564	TUITIONS TO VOTEC	181,955	213,750	442,201	309,068	403,805	365,000	(38,805)	-9.6%
566	COMMUNITY COLLEGE	-	-	-	9,367	15,000	10,000	(5,000)	-33.3%
567	APPROVED PRIVATE SCHOOLS	(4,900)	-	-	-	-	-	-	#DIV/0!
568	TUITION TO APPR. PRIV SCH	-	-	-	-	-	-	-	#DIV/0!
569	TUITION- OTHER	671,082	670,053	748,939	857,352	608,282	617,985	9,703	1.6%
580	TRAVEL	28,858	17,444	14,360	11,692	24,980	25,200	220	0.9%
595	I.U. PAYMENTS	12,215	13,034	11,288	11,978	12,000	12,000	-	0.0%
	Total Other Purchased Services	2,855,465	2,948,775	3,144,479	3,009,913	3,159,875	3,094,433	(65,442)	-2.1%
									7.3%

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610	GENERAL SUPPLIES	428,821	322,708	306,408	381,850	445,238	532,203	86,965	19.5%	
621	NATURAL GAS	68,358	43,665	47,588	59,898	60,000	54,750	(5,250)	-8.8%	
622	ELECTRICITY	326,508	384,425	368,610	316,246	363,000	304,450	(58,550)	-16.1%	
624	FUEL OIL	75,740	71,235	34,102	53,067	50,000	50,000	-	0.0%	
626	GASOLINE	5,072	3,942	3,747	5,280	7,000	7,000	-	0.0%	
635	FOOD	6,139	5,925	2,549	2,648	2,850	3,000	150	5.3%	
640	BOOKS AND PERIODICALS	261,679	227,710	153,801	97,648	144,502	140,069	(4,433)	-3.1%	
650	SUPPLIES - TECHNOLOGY	331,736	261,668	287,047	603,176	470,005	640,958	170,953	36.4%	
	Total Supplies	1,504,053	1,321,278	1,203,852	1,519,813	1,542,595	1,732,430	189,835	12.3%	4.1%
752	CAPITAL EQUIPMENT	47,023	7,775	18,398	99,990	364,275	347,128	(17,147)	-4.7%	
756	CAPITAL TECH EQUIPMENT	87,478	17,320	-	37,543	50,000	45,000	(5,000)	-10.0%	
758	CAPITAL TECH SOFTWARE	-	-	55,936	7,461	14,800	15,240	440	3.0%	
	Total Equipment	134,501	25,095	74,334	144,993	429,075	407,368	(21,707)	-5.1%	1.0%
810	DUES AND FEES	43,251	44,114	42,170	45,750	55,636	83,679	28,043	50.4%	
831	INTEREST- LOANS	519,814	585,961	778,585	1,032,009	1,086,988	1,029,063	(57,925)	-5.3%	
890	MISCELLANEOUS EXPENDITURE	1,500	-	-	-	1,500	1,500	-	0.0%	
	Total Other Objects	564,565	630,075	820,755	1,077,759	1,144,124	1,114,242	(29,882)	-2.6%	2.6%
911	PRINCIPAL PAYMENTS	3,508,692	3,160,000	2,626,316	2,040,000	1,985,000	2,030,000	45,000	2.3%	
930	FUND TRANSFERS	9,500	9,500	651	-	-	-	-	#DIV/0!	
932	FUND TRANSFERS - CAPITAL RES	-	-	-	750,000	-	-	-	#DIV/0!	
939	OTHER FUND TRANSFERS	-	-	-	-	1,500	1,500	-	0.0%	
940	BUDGETARY RESERVE	-	-	-	-	150,000	150,000	-	0.0%	
990	MISC OTHER	-	25,212	-	-	-	-	-	#DIV/0!	
	Total Other Use of Funds	3,518,192	3,194,712	2,626,967	2,790,000	2,136,500	2,181,500	45,000	2.1%	5.2%
	Total 300 - 800	11,083,049	10,459,225	10,371,494	10,799,828	11,193,490	11,579,040	385,550	3.4%	27.5%
	Total	36,700,919	38,389,092	38,785,102	38,965,513	41,054,823	42,166,767	1,111,944	2.7%	
	Percentage Change	4.0%	4.6%	1.0%	0.5%	5.9%	2.7%			

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NEW HOPE-SOLEBURY SCHOOL DISTRICT						
MILLAGE HISTORY						
Fiscal Year	Millage Rate	Change	Average Tax Bill	Increase	% Incr	Act 1 Index
1988/1989	27.75		1,500.17	-		
1989/1990	30.25	2.50	1,635.32	135.15	9.01%	
1990/1991	30.70	0.45	1,659.64	24.33	1.49%	
1991/1992	33.03	2.33	1,785.60	125.96	7.59%	
1992/1993	33.03	0.00	1,785.60	-	0.00%	
1993/1994	33.03	0.00	1,785.60	-	0.00%	
1994/1995	33.03	0.00	1,785.60	-	0.00%	
1995/1996	34.58	1.55	1,869.39	83.79	4.69%	
1996/1997	38.50	3.92	2,081.31	211.92	11.34%	
1997/1998	41.48	2.98	2,242.41	161.10	7.74%	
1998/1999	46.28	4.80	2,501.90	259.49	11.57%	
1999/2000	49.95	3.67	2,700.30	198.40	7.93%	
2000/2001	54.73	4.78	2,958.70	258.41	9.57%	
2001/2002	58.98	4.25	3,188.46	229.76	7.77%	
2002/2003	63.00	4.02	3,405.78	217.32	7.35%	
2003/2004	63.00	0.00	3,405.78	-	0.00%	
2004/2005	66.98	3.98	3,620.94	215.16	6.32%	
2005/2006	67.68	0.70	3,658.78	37.84	1.11%	
2006/2007	68.33	0.65	3,693.92	35.14	0.97%	3.90%
2007/2008	71.83	3.50	3,883.13	189.21	5.17%	3.40%
2008/2009	76.70	4.87	4,146.40	263.27	6.78%	4.40%
2009/2010	79.84	3.14	4,316.15	169.75	4.09%	4.10%
2010/2011	82.15	2.31	4,441.23	125.08	2.90%	2.90%
2011/2012	83.30	1.15	4,503.15	61.91	1.39%	1.40%
2012/2013	84.72	1.42	4,579.70	76.55	1.70%	1.70%
2013/2014	86.16	1.44	4,657.55	77.85	1.70%	1.70%
2014/2015	87.96	1.81	4,755.36	97.81	2.10%	2.10%
2015/2016	89.64	1.67	4,845.71	90.35	1.90%	1.90%
2016/2017	93.94	4.30	5,078.33	232.62	4.80%	2.40%
2017/2018	97.70	3.76	5,279.50	201.18	4.00%	2.50%
2018/2019	100.0409	2.34	5,420.22	140.71	2.40%	2.40%
2019/2020	102.3418	2.30	5,542.32	122.10	2.30%	2.30%
*Median Assessed Value is 54,155						

NEW HOPE-SOLEBURY SCHOOL DISTRICT
SCHEDULE OF BUDGET CHANGES
2019 - 2020

	Mar 21	April 16	May 16
Preliminary Budget Deficit based on 0% Increase	922,124	922,124	922,124
Revenue Increases / (Decreases)			
Tax Increase to 2.3%	692,446	692,446	692,446
Tax Increase Exceptions - Additional Tax Increase - .45% (Total 2.75%)	135,486	135,486	
Tax Increase - Assessment Changes	-	-	30,170
State Subsidy - Flat to 18-19 (State budget unknown)	-	-	-
PSERS/SS Subsidy Reduction - Salary Reductions	5,136	2,726	(10,069)
Interest Income	-	-	100,000
Federal - Title I	-	-	15,000
Federal - Access	200,000	200,000	200,000
Other	-	6,000	6,000
Total Revenue Increases	1,033,068	1,036,658	1,033,547
Net Deficit/(Surplus) After Revenue Increases	(110,944)	(114,534)	(111,423)
Expense Reductions / (Increases)			
Salary Changes and Column Movements	(24,776)	(24,776)	(12,868)
Salary - Staffing - Reduction of .5 FTE			87,567
Salary/Benefits - IA change to RN to meet student medical need			(26,010)
Benefits Rate - Based on Final Renewal Rate: 5%			59,317
Benefits Changes - New Employees/Life Events	(48,051)	(37,240)	(37,240)
Benefits Changes - Open Enrollment			(4,125)
Dental Renewal Rate - 4%			13,263
Special Education - IU Costs	(107,000)	(174,000)	(174,000)
Special Education - New High Cost Student	(115,000)	(115,000)	(115,000)
Tuition - Out of District		(37,900)	17,100
MBIT Current Version of Budget	15,000	15,000	55,000
Charter School - Reduction of 1	24,000	24,000	24,000
Property Insurance		10,000	10,000
Legal - General		20,000	20,000
Copier Contract			12,580
Capital Reserve/Improvements			(97,000)
Building/Department Budgets	48,874	55,006	55,993
Other			
Total Expense Reductions / (Increases)	(206,953)	(264,910)	(111,423)
Net Deficit/(Surplus) After Expense Reductions	96,009	150,376	-
Budgetary Placeholders/Open Items			
Staffing - Enrollment Placeholder			93,000
Staffing - EDR Budget to Actual Trend (Salary/PSERS/FICA)			91,000
Transportation Contract/Routing/Seatbelts			
MBIT - Reconciliation Adjust	40,000	40,000	-
Charter School - 2 graduating	46,000	46,000	46,000
Special Education Contingency - Revenue Offset	150,000	150,000	150,000
Safety & Security	100,000	100,000	100,000
Capital Reserve/Projects	243,000	243,000	330,000
Budgetary Reserve - General	100,000	100,000	100,000
Budgetary Reserve - Donations - Revenue Offset	50,000	50,000	50,000
Total Budgetary Placeholders/Open Items	729,000	729,000	960,000

May 2, 2019

Alyssa Marton
New Hope-Solebury School District
180 West Bridge St.
New Hope, Pa. 18938

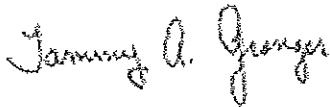
Dear Ms. Marton:

Enclosed is a proposed agreement between the Richard J. Caron Foundation dba Caron Treatment Centers and New Hope-Solebury School District to provide SAP services for the 2019-2020 school year. We appreciate the opportunity to work together to meet the needs of students and families.

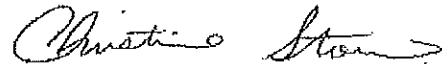
Please sign and return agreement, to us in the enclosed self-addressed, stamped envelope. We will then forward a fully executed copy of the agreement to you for your files.

We look forward to working with you. Please contact Christine Storm at 302-420-4018 or cstorm@caron.org if you need any further assistance.

Sincerely,



Tammy Granger
Vice President of Education



Christine Storm
Regional Director,
Student Assistance Program

Enclosures

AGREEMENT

THIS AGREEMENT MADE this 2nd day of May, 2019 by New Hope-Solebury School District, hereinafter referred to as "School District", with a principal address at 180 West Bridge St., New Hope, PA 18938, and RICHARD J CARON FOUNDATION, with a principal address at P.O. Box 150, Wernersville, PA 19565, hereinafter referred to as "Provider" (each a "Party;" collectively, the "Parties").

WHEREAS, the School District provides educational and related services to students; and

WHEREAS, Provider provides certain student assistance program services to students (the "Services", as identified herein); and

WHEREAS, the Parties intend that Provider will provide Services to students being educated by the School District on as as-needed basis, as determined by the School District, and in accordance with the terms and conditions outlined herein.

WITNESSETH:

In consideration of the mutual covenants and Agreements, School District and Provider agree as follows:

1. Work statement, general conditions. Provider shall perform for School District the Services as identified in Exhibit A, Exhibit B, and Exhibit C, hereto, which are incorporated herein by reference and made part of this Agreement.
2. Term and Termination. The term of this Agreement shall be from the period of September 1, 2019 through June 30, 2020, unless sooner terminated in accordance with this Agreement. This Agreement may be terminated by either Party by giving thirty (30) days written notice to the other Party.
3. Payment. In consideration for the services of Provider, School District shall pay to Provider in accordance with the Fees outlined in Exhibit A of this Agreement, upon receipt by the School District of an invoice from Provider.
4. Insurance.
 - (a) In connection with the provision of services, Provider, at its own cost and expense, shall obtain and maintain in force during the term of this Agreement, the insurance coverage required by this Paragraph 4, and shall provide proof of such insurance as requested by School District.
 1. A policy of worker's compensation insurance, in amounts required by law, covering all officers, employees and agents of Provider who are in any

way engaged in or connected with the performance of the services hereunder and employer's liability insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000).

2. A policy of comprehensive general liability insurance with broad form property damage endorsement, personal injury coverage, affording protection in an amount of not less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate, with respect to personal injury, death, or damage to property. Provider shall include the District as an additional insured on this policy or policies. Certificates of coverage shall be furnished to the District upon request.
 3. A policy of professional liability insurance with such policy to afford protection to the limit of One Million Dollars (\$1,000,000) with respect to any one occurrence and Three Million Dollars (\$3,000,000) in the aggregate, covering all officers, employees, or agents of Provider who are in any way engaged in or connected with the performance of services.
 4. If a motor vehicle or automobile is to be used by Provider in performing the services, a policy of comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of this Agreement, whether owned or non-owned, covering all officers, employees or agents of Provider who are in any way engaged in or connected with the performance of the services using a motor vehicle or automobile.
- (b) School District, at its own cost and expense, shall be responsible for obtaining and maintaining in force during the term of this Agreement, insurance coverage for the activities and obligation of the School District under this Agreement.
5. Indemnification.
- (a) School District. School District shall defend, indemnify and hold Provider, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performances of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School District, its officers, employees, or agents.
 - (b) Provider. Provider shall defend, indemnify and hold School District, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the

negligent or intentional acts or omissions of Provider, its officers, employees, or agents.

6. Entire agreement. This Agreement and its exhibits which are incorporated herein by reference, contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other prior communications between the Parties relating to such subject matter. Amendments to this Agreement may be made if agreed to in writing and signed by both Parties.
7. Prohibition against assignment and subcontracting. Neither party may assign or subcontract any of the rights or obligations outlined in this Agreement without the prior written approval of the other party.
8. Child protective services. Provider hereby warrants that in providing the Services, Provider, including its employees and agents, shall comply with the Pennsylvania Child Protective Services Law, 23 Pa. C.S.A. Chapter 63 and Act 126 of 2014 which amended the Pennsylvania Public School Code of 1949 (the "Laws"). Specifically, Provider shall require its employees and agents to report or cause a report to be made regarding suspected child abuse based on a reasonable cause to suspect such abuse based on professional or other training in compliance with the Laws and with Provider regulations. In no event will School District seek to limit or prevent a suspected child abuse report made or to be made by the Provider, and waives any claim against Provider with respect to Provider's reporting decision-making and actions pursuant to the Laws.
9. Confidentiality. Each Party shall protect the confidentiality of all protected health information ("PHI") regarding any person who is or has received a comprehensive behavioral health assessment by Provider or otherwise in compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), the federal Drug and Alcohol Confidentiality Law, 42 U.S.C. 290dd-2, and the regulations at 42 C.F.R. Part 2 (the "Part 2 Requirements"), the Family Educational Rights and Privacy Act (to the extent applicable) and any other applicable federal and state law. The Parties shall comply with the Terms of Confidentiality of Agreement of Protected Health Information at Exhibit C attached hereto.
10. Non-discrimination. During the term of this Agreement, Provider agrees as follows:
 - (a) Provider shall not unlawfully discriminate against any employee, applicant for employment, independent contractor, recipient of services, or any other person because of sex, pregnancy, age, race, color, religion, creed, national origin, ancestry, citizenship, immigrant status, military status, veteran's status, disability, handicap, atypical heredity cellular or blood trait, genetic information, sexual [or affectional] orientation, gender identity, marital status, family status, domestic partner or civil union status or membership in any other protected class.
 - (b) Provider shall in advertisements or requests for employment placed by or on its behalf state all qualified applicants will receive consideration for employment

without regard to their sex, pregnancy, age, race, color, religion, creed, national origin, ancestry, citizenship, immigrant status, military status, veteran's status, disability, handicap, atypical heredity cellular or blood trait, genetic information, sexual [or affectional] orientation, gender identity, marital status, family status, domestic partner or civil union status or membership in any other protected class.

11. Independent capacity of Provider. The Parties hereto agree that Provider and any agents and employees of Provider, in the performance of this Agreement, shall be acting as independent contractors of the District, and not as officers, employees or agents of School District.
12. Modification. No alteration, variation, amendment, modification or waiver changing the scope, or other terms and conditions of this Agreement and its exhibits, including but not limited to with respect to services rendered, budget items, the special conditions of provisions enumerated, shall have any force or effect unless it is pursuant to a written and signed agreement by both Parties. There shall be no oral modifications to this Agreement nor may Paragraph 12 be waived.

EXHIBIT A

Number of days/hours per week 1 day/6.5 hours per week

Cost: \$12,360 total be billed twice (50% each bill) per year
 Sept/January

Included in this cost:

- Scheduling, facilitation and follow-up of Behavioral Health Assessments.
Please note: We do not offer assessments to students from kindergarten through fourth grade; we do, however, offer family consultation to provide resources and direct referrals as needed.
- Group facilitation of school-based support groups.
- Individual support for students returning to school from treatment or at other times deemed appropriate.
- Attendance at SAP Team Meetings.
- Classroom prevention education, SAP Team Maintenance, Faculty In-Service, and Parent Program at no additional cost. Faculty In-Service and Parent Program topics are listed on Caron SAP's website at www.caronsap.org.

This Agreement is subject to and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

In Witness Whereof, the Parties hereunto have caused this Agreement to be signed and attested to by their duly authorized officers as of the day and year herein above set forth.

SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

RICHARD J CARON FOUNDATION

By: _____

Its: _____

Date: _____

SERVICE DELIVERY SPECIFICS

1. Description of Provider Agency Responsibilities. Provider agrees to adhere to all related federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services and any other statutory or regulatory provisions pertaining to the Student Assistant Program ("SAP"). Additional responsibilities of Provider include:
 - (a) Provider contact: Provider supervisor, Christine Storm, can be contacted at 302-420-4018 should the need arise.
 - (b) Provider agrees to designate a qualified liaison (bachelor's level minimum) to provide SAP services to School District. The SAP liaison acts as an ad hoc member of the SAP Core Team.
 - (c) The SAP liaison will provide site-based comprehensive behavioral health assessments if recommended by the SAP Core Team and written parent/guardian permission is secured. The SAP liaison will secure releases of information from the student prior to disclosing information to School District and/or agencies involved with student referral. If appropriate releases cannot be obtained, the SAP liaison will not complete the comprehensive behavioral health assessment.
 - (d) The SAP liaison will provide follow-up with parent/guardian and student. Every effort will be made to facilitate a site-based, face-to-face meeting with parent/guardian.
 - (e) The SAP liaison may provide aftercare services for identified students that have returned to the school following treatment. This may include assistance in aftercare planning or psycho-educational groups as requested by School District.
 - (f) The SAP liaison may provide postvention assistance to SAP Core Teams, students, family, and faculty with significant events that would adversely affect the school and community (i.e. student death or other tragic event) as requested by School District.
 - (g) Provider may provide technical assistance to the SAP Core Team regarding best practices for SAP and policy development as per state standards and guidelines as requested by School District.
 - (h) The SAP liaison may facilitate psycho-educational groups to students referred through the SAP Core Team as requested by School District. Students may participate in group with written parent/guardian permission in accordance with School District policies and regulations.

- (i) The SAP liaison may assist with faculty in-service trainings on alcohol, tobacco and other drugs as requested by School District.
 - (j) The SAP liaison may facilitate or participate in SAP Core Team maintenance.
- 2. Description of School District Responsibilities. School District agrees to comply with all federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services within School District, including but not limited to the Family Education Rights and Privacy Act (FERPA) and the Protection of Pupil Rights Act (PPRA). School District also agrees to provide a SAP Core Team that complies with the BEC 24P.S. 15-1547 for membership, training, common planning times, and ongoing maintenance. Additional responsibilities of School District include:
 - (a) School District will designate a contact person between the SAP Core Team and Provider to ensure effective communication.
 - (b) School District will provide access to safe and private space with a telephone where the SAP liaison can provide services. School District will provide for secure storage of student records and adhere to SAP confidentiality provisions.
 - (c) School District will, upon request, provide copies of School District's alcohol, tobacco, and other drug policy, suicide/mental health crisis policy, school calendar, schedule of special activities, and any other school policies that may affect SAP services. These items are also available on the School District's publicly accessible website.
 - (d) School District will contact parent/guardian of identified students in order to explain referral, gather information, and seek permission to involve student in SAP services.
- 3. Conflict Resolution Process. Should there be a conflict between School District and Provider, the conflict resolution process should work through the levels as follows:
 - (a) Step One: Members of the School District and Provider Specialist meet to discuss conflict.
 - (b) Step Two: School Building Administrator and Provider Administrator meet.
 - (c) Step Three: School District Central Office Administrator and Single County Authority meet.
 - (d) Step Four: Chief School Administrator, Office of Drug and Alcohol Programs Representative, and Pennsylvania Network for Student Assistance Services' Regional Coordinator meet.

- (e) Step Five: Commonwealth Student Assistance Program Interagency Committee meets.

TERMS OF CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

The Parties agree that the protection of information regarding any person who is or has been involved in the Student Assistance Program ("SAP") is an ethical and legal obligation. Accordingly the Parties agree as follows:

1. School District. School District shall comply with applicable laws governing consent for substance abuse care, including, but not limited to, the written consent for the disclosure of the student's personal information to Provider. Except as provided herein, all records generated by the SAP with respect to individual students, are records of School District, the retention and disclosure of which shall be governed by applicable federal and state laws, including but not limited to the Family Education Rights and Privacy Act of 1974 (FERPA), Protections of Pupil Rights Law (HATCH Amendment 2002), and Health Insurance Portability and Accountability Act (HIPAA). School District shall provide Provider with a copy of written parent/guardian permission for Provider's records.

a. The Records generated by School District's SAP Core Team, with respect to individual students, are and shall be the property of School District. School District shall provide for secure storage of student records.

2. Provider SAP Services. When School District refers a student (with appropriate written parent/guardian permission) to Provider, Provider shall offer a) a student assessment and/or b) group discussion for participants related to student assistance program-related issues (the "SAP Services"). The Parties recognize that as a substance abuse health care provider, Provider is governed by federal and state law regarding the confidentiality of patient information related to the services provided, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), federal regulations governing the confidentiality of drug and alcohol services (42 CFR Part 2), and state laws governing the confidentiality of mental health and substance abuse information and records ("Records").

a. Provider shall obtain written consent for participation in the SAP Services offered by Provider from the parent/guardian for services pursuant to applicable laws. Provider shall obtain written Consent to Release or Obtain Confidential Information from the student when a student assessment is recommended by the SAP team. The consent may permit disclosure of Recommendations and Pertinent Information to additional parties, such as the student's parent/guardian, School District SAP team, the student's physician or therapist. School District shall have access to the Records upon request, unless prohibited by law.

b. The Records generated by Provider related to the SAP Services are and shall be the property of Provider. Provider shall store Records related to the SAP Services for ten (10) years or otherwise as required or permitted under law, at which time Provider shall destroy such Records.

c. Provider staff leading group discussions (“Specialists”) shall observe all applicable confidentiality laws related to the disclosure of health, safety, and welfare of students. Specialists may also provide informal services following group discussions with students to ensure their health, safety, and welfare. Such follow-up shall be protected by applicable confidentiality laws. Specialists will engage School District faculty in accordance with School District policy and procedures as appropriate when the health, safety, and welfare of a student is of concern in accordance with applicable confidentiality laws. Specialists shall explain to students the importance of observing confidentiality in group sessions. Specialists shall not be liable for any disclosures by students.

d. On occasion, Specialists may be shadowed by Specialists-in-training or supervisors, who shall be subject to the same confidentiality protections stated herein. Provider shall notify School District in advance if any Specialists-in-training or supervisors will be shadowing a Specialist performing work on behalf of the School District.

3. Provider Treatment Services. A Specialist may recommend further treatment for a student, including inpatient or outpatient treatment at Provider’s facility. If the student, with or without parent consent in accordance with law, chooses to seek further treatment from Provider, Provider shall obtain appropriate, additional consents which may include consent to Provider and School District to disclose Records from the student’s participation in the SAP.

4. Training: Provider shall provide qualified Specialists and appropriately train Specialists and other staff related to SAP functions, including but not limited to the SAP Services; documenting student participation in the SAP Services in accordance with accepted standards; mandated reporting; supervision; shadowing; and applicable confidentiality laws.

SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of May 2019, by and between New Hope-Solebury School District with principal offices at 180 W. Bridge Street, New Hope, PA 18938 (hereinafter called "District"), and First Student, Inc., with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for purposes of this Agreement located at 1065 Belvoir Road Plymouth Meeting Pa 19462 (hereinafter called "Contractor").

WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall commence July 1, 2019 and shall continue through June 30, 2023. This Agreement may be extended by mutual written agreement. The process for the negotiation of new economic terms will occur on or before March 1st of the preceding school year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing during the term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity), other vehicles, equipment, facilities, supplies, systems and personnel as are required to fulfill District's needs for transportation services as described in the Proposal Specifications and Contractor's response to Proposal, which are attached as exhibits hereto and incorporated herein by reference. In the event of a conflict between these documents and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the Proposal Specifications and Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: (1) Contractor's Proposal and (2) the Proposal Specifications. The Contractor acknowledges that it will be responsible for all aspects of pupil transportation service on behalf of the District. The Contractor represents and warrants that it has 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 the Proposal Specifications.

- 2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor ("Schedule Readjustments"). However, where Schedule Readjustments impact by 20% or more the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in this RFP, Contractor shall be permitted to adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by District.
- 2.3 In the event Contractor agrees to any Schedule Readjustments, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet School District requirements.
- 2.4 Contractor acknowledges that the District reserves the right to contract with parents, guardians, other commercial transportation providers and others for the transportation of pupils, anything herein to the contrary notwithstanding.
- 2.5 District must notify Contractor in writing within forty-eight (48) hours of an incident its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. District must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident.
- 2.6 The District hereby grants to the Contractor a non-exclusive, revocable license to use the existing District transportation facility, located at [add address here, [RMC1]] solely for the purpose of providing the transportation services to the District hereunder. The license shall terminate without further notice upon the termination or suspension of this Agreement.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for services rendered hereunder, District shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit A, as may be adjusted from time to time as provided herein.

Contractor will submit to District monthly invoice statements of its services rendered during the prior month. After verification of the statement, District shall pay the full amount due to Contractor within 30 days following the date on which the statement has been submitted.

In the event that District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 45 days following receipt of the invoice by District, Contractor shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month or the maximum statutory amount, whichever is greater; and/or b) terminate service under this Agreement until all amounts due have been paid in full. In the event of repeated delinquency by District, Contractor shall have the right to request a deposit or payment bond from District before resuming service. Contractor shall be entitled to, without limitation, court costs, reasonable litigation expenses and reasonable attorneys' fees incurred in a successful attempt to collect unpaid amounts due under this Agreement.

In the event that any statement amount is disputed by District, District shall deliver written notice specifying the disputed amount to Contractor within 15 days of receipt of the statement by District. In the absence of District timely providing said written notice, District waives any right to dispute said statement in the future. District shall pay all amounts not disputed to Contractor within 30 days following the date on which the statement has been submitted.

SECTION 4: ESCALATION

4.1

4.2

SECTION 5: FUEL

- 5.1 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 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 operations. Contractor shall invoice field trips directly to requester and shall collect and remit to district the cost of fuel used for trips.

- 5.2 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.
- 5.3 Where the 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 provided by the School District hereunder, and (iii) the garage and yards currently utilized by the School District, 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.
- 5.4 The 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.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 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.
- 6.2 The Contractor shall establish the routes and stops and may modify the routes and stops from time to time. Contractor shall furnish District a complete route map by August 15 of each year for review and approval. The route map will include the starting location, the time and location of each bus stop, the time of the school arrival time and the students assigned to each route. The Contractor shall not deviate from

the designated routes or stops except by prior written consent of the District or in an emergency.

- 6.2 District shall furnish Contractor with a list of student names and addresses not later than 30 days prior to the start of each school year, from which Contractor will construct a complete route map on or before August 15 of each school year. Contractor shall establish the route information to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide this list of such times to District. Each year the District and Contractor shall agree on who will inform parents and families of these times.
- 6.3 District reserves the right to request changes to the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. District shall waive its right to assess any liquidated damage or penalty in accordance with Section 2.3. In the event District requests changes to routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those patrons whose service has been changed. Contractor shall consult with District as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by District after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within 30 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the Superintendent of Schools, or his or her designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain

a full and complete statement of all relative facts including police case number when available.

SECTION 8: INDEMNIFICATION

- 8.1 In addition to the insurance requirements set forth in Section 9, the Contractor shall 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, 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.

SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement or from Contractor's actions or inactions in the performance of the services, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability limits of not less than \$10,000,000.00 each occurrence and aggregate bodily injury and property damage and \$10,000,000.00 Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than \$10,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos; Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.
- 9.2 District will, at its own expense, procure and keep in force general liability insurance as is customary in the business and at limits of not less than \$2,000,000.00.

SECTION 10: FORCE MAJEURE

- 10.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, District shall excuse Contractor

from performance under this Agreement, in which case the District may immediately terminate this Agreement or suspend its performance pursuant to Section 19.4 below.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:45 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. District shall pay Contractor the full daily rate per bus for days when District fails to notify Contractor by 5:45 a.m. of school cancellation.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

SECTION 12: SAFETY PROGRAM AND SAFETY PRECAUTIONS

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers, including but not limited to administering EpiPen.
- 12.3 All traffic regulations must be observed at all times.
- 12.4 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.
- 12.5 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.
- 12.6 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.

- 12.7 All children riding on the buses must be transported to their designated stops pursuant to district transportation procedures.
- 12.8 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.
- 12.9 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 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.
- 12.10 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.
- 12.11 Safety 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.

SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact with District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 13.2 District shall employ management personnel who shall be responsible for coordination of the student transportation requirements of District to be furnished under this Agreement and who shall be District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 13.3 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.

- 13.4 The Transportation 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.
- 13.5 Contractor agrees to make the supervisor and staff available to the District for community and parent related inquiries upon request and notice of the District.
- 13.6 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.
- 13.7 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 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.
- 13.8 The Contractor agrees to obtain directions to destinations for all trips at least 24 hours before the scheduled departure.
- 13.9 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.

SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service.
- 14.2

- 14.2 Every driver provided by the contractor shall meet all state and federal laws and regulations applicable to the services to be provided hereunder, including but not limited to 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, qualifications, 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.
- 14.3 Drivers will have physical examinations provided at the expense of the driver or contractor.
- 14.4 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.
- 14.5 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 and satisfactory 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 such personnel commence performance of services hereunder. 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 mandated 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.
- 14.6 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.
- 14.7 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.

- 14.8 The Contractor will comply with a request by the District to remove any driver or other personnel who, in the District's sole opinion, is not properly qualified for or otherwise suitable to provide services hereunder.
- 14.9 The failure to comply with any of these requirements shall be grounds for termination of the contract.

SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The District shall have the right to review course content.
- 15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.

SECTION 16: EQUIPMENT

- 16.1 All school buses and other vehicles supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations and Section 7 of the Proposal Specifications. Contractor shall maintain the school buses and other vehicles used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards, but not less than the standards required by Section 7 of the Proposal Specifications.
- 16.2 The Contractor is to provide sufficient spare buses and other vehicles 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.
- 16.3 The Contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and vans utilized under the contract at its own cost.
- 16.4 The Contractors 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.

- 16.5 Vehicle used by contractor to perform services under this agreement shall meet the following age criteria based upon the vehicle year identified in the owner's card. No vehicle shall be more than (10) years of age at the end of the school year.

Average age of fleet not to exceed (5) years of age.

- 16.6 Contractor agrees that all vehicles shall be equipped with the following:
- 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 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 Contractor agrees that all vehicles shall be equipped with two-way radios. Contractor agrees to perform an inspection of all radios prior to the start of the school year to ensure proper performance.

SECTION 17: PUPIL DISCIPLINE/VANDALISM

- 17.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- 17.2 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

SECTION 18: ASSIGNMENT

- 18.1 This Agreement shall not be assigned by the parties hereto, without the written consent of District. However, Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company.

SECTION 19: TERMINATION

- 19.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement by written notice.
- 19.2 District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature, the school board or other applicable

governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Contractor on or before April 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Contractor will make reasonable efforts to offset costs in the event of a termination, the District shall reimburse the Contractor in full for the reasonable costs actually incurred by Contractor as the direct result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property, and fueling infrastructure related costs. This provision shall not entitle the Contractor to recover damages for the value of the Agreement, the loss of revenue or lost profits, but rather is intended to reimburse the Contractor only for the reasonable costs actually incurred by the Contractor solely as the direct result of a cancellation under this Section 19.2 for inadequate funding.

- 19.3 Either party may terminate this Agreement for convenience upon not less than one hundred twenty (120) days prior written notice to the other party.
- 19.4 In the event that during the term of this Agreement the Contractor experiences a force majeure event as contemplated by Section 10 above, including but not limited to an announcement by Contractor's employees of the intent to strike or engage in a work stoppage, or otherwise engage in such activities, the Contractor shall immediately notify the District regarding same, and advise whether or not the Contractor is capable of providing the transportation services contemplated by this Agreement during any such event. In the event the Contractor advises it cannot provide the contemplated transportation service due to the force majeure event, or any other reason, or the District reasonably determines that the Contractor cannot provide the contemplated transportation services due to a force majeure event, the District, in its sole discretion shall have the right to either: a) immediately terminate the Agreement; or b) not terminate this Agreement, but to otherwise suspend the obligations of each party to the Agreement and to make arrangements to provide replacement transportation services to District students. In the event the District elects to provide such replacement service, the District shall have the sole discretion as to the length of the period of such replacement and/or the resumption of service by the Contractor.

SECTION 20: SURVIVAL

- 20.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement.

SECTION 21: STATUS OF CONTRACTOR

- 21.1 Contractor shall be an independent contractor employed by the District to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

SECTION 22: SEVERABILITY

- 22.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

SECTION 23: EXTENSION AND MODIFICATION

- 23.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 24: NOTICE TO PARTIES

- 24.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Business Administrator
180 W. Bridge St.
New Hope, PA 18938

Notices to Contractor shall be addressed to:

Region Operations Manager
First Student
1065 Belvoir Road
Plymouth Meeting Pa, 19462

With a copy to:

FirstGroup America
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attention: General Counsel

24.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 25: ENTIRE AGREEMENT

25.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

SECTION 26: COMPLIANCE WITH THE LAW

26.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

SECTION 27: DISPUTE RESOLUTION

27.1 The venue of any dispute arising hereunder shall be the Court of Common Pleas of Bucks County, Pennsylvania.

SECTION 28: PLACE OF CONTRACT/CONTROLLING LAW

28.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles.

SECTION 29: AUTHORITY

29.1 Both parties warrant that they are properly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first hereinabove written.

First Student, Inc.

By: _____
Title: _____

Attest:

By: _____
Title: _____

New Hope-Solebury School District

By: _____
Title: Board President

Attest:

By: _____
Title: Board Secretary

Exhibit A – Pricing

COST BREAKDOWN OF "DAILY RUNS"

	Year 1 (2019-2020)	Year 2 (2020-2021)	Year 3 (2021-2022)	Year 4 (2022-2023)
LIFT BUS				
Daily Rate*				
(hours & miles included) \$	315.04	322.92	330.99	339.26
Excess Mileage Rate** \$	0.25	0.26	0.27	0.28
Daily Rate with Seat Belts***	\$ 334.94	\$ 343.31	\$ 351.89	\$ 360.69
BUS				
Daily Rate*				
(hours & miles included) \$	307.56	315.25	323.13	331.21
Excess Mileage Rate** \$	0.25	0.26	0.27	0.28
Daily Rate with Seat Belts***	\$ 327.06	\$ 335.24	\$ 343.62	\$ 352.21
MINI-BUS				
Daily Rate*				
(hours & miles included) \$	297.92	305.37	313.00	320.83
Excess Mileage Rate** \$	0.25	0.26	0.27	0.28
Daily Rate with Seat Belts***	\$ 316.82	\$ 324.74	\$ 332.86	\$ 341.18
VAN				
Daily Rate*				
(hours & miles included) \$	266.93	273.60	280.44	287.45
Excess Mileage Rate** \$	0.25	0.26	0.27	0.28
AIDE				
Daily Rate*				
(hours & miles included) \$	111.70	114.49	117.35	120.28
Excess Mileage Rate** \$	N/A	N/A	N/A	N/A

*MAXIMUM DAILY HOURS BEFORE EXCESS RATE APPLIES: 4.90 HOURS.

**MAXIMUM DAILY RUN MILEAGE BEFORE EXCESS RATE APPLIES: 75 MILES.

***Include a separate rate to be considered for buses to include seat belts. Seat belts should be 3 point harness belts.

****Monthly Lease amount for the use of the District transportation facilities \$ 1 per month.

Exhibit A – Pricing Continued

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)	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08
Excess Mileage Rate**	\$ 0.25	\$ 0.26	\$ 0.27	\$ 0.28
Minimum Trip Rate	\$ 160.00	\$ 164.00	\$ 168.12	\$ 172.32
Layover Rate	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08
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)	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08
Excess Mileage Rate**	\$ 0.25	\$ 0.26	\$ 0.27	\$ 0.28
Minimum Trip Rate	\$ 160.00	\$ 164.00	\$ 168.12	\$ 172.32
Layover Rate	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08

*MAXIMUM DAILY HOURS BEFORE EXCESS RATE APPLIES: 4.00 HOURS.

**MAXIMUM DAILY RUN MILEAGE BEFORE EXCESS RATE APPLIES: 75 MILES.



January 11, 2019

Mr. David Teasdale
Director of Operations
New Hope-Solebury School District
180 W. Bridge Street
New Hope, PA 18938

RE: Proposal Request | Environmental Services Contract
Proposal No. P1399.2018

Dear Mr. Teasdale:

Element Environmental Solutions (E2S) is pleased for the opportunity to provide the New Hope-Solebury School District with the following proposal for Environmental Services for the period of January 2019 through June 2021, which would include the following services: Asbestos Hazard Emergency Response Act (AHERA) 6-month surveillance inspections starting with May 2019 (next required inspection) through May 2021; annual 2-hour asbestos awareness training for 2019 and 2020 (typically performed in the summer); and miscellaneous environmental services on an as-needed and as-requested basis (time-and-materials) including, but not limited to, Indoor Air Quality (IAQ) and mold testing, bulk sampling suspect materials, asbestos abatement oversight and air sampling, assistance with AHERA response actions and compliance, etc. **The General Terms & Conditions (page 4) has been revised per agreed upon language between Client and E2S.**

Task 1 - AHERA 6-Month Surveillance Inspections (May 2019 – May 2021)

- Records Review - Review of the New Hope-Solebury School District's AHERA records for documentation on response actions performed since the previous AHERA re-inspection. This information, if applicable, will be included in the management plan updates.
- Visual Inspection – Perform re-inspections of all buildings under the jurisdiction of the New Hope-Solebury School District with known or assumed asbestos-containing materials (ACM), based upon the latest 3-Year AHERA Re-inspection report. E2S will follow the District's current inspection schedule for determining when the inspections are due; since the latest 3-Year AHERA Re-inspection was performed in November 2018, we will follow a May/November schedule. See below for a breakdown of scope of services for each district facility:

<u>High Schools</u>
o New Hope-Solebury High School (re-inspection and MP update)
<u>Middle Schools</u>
o New Hope-Solebury Middle School (no ACM identified, MP update only)
<u>Elementary Schools</u>
o New Hope-Solebury Lower Elementary School (re-inspection and MP update)
o New Hope-Solebury Upper Elementary School (no ACM identified, MP update only)

<u>Non-Academic Buildings</u>
o District Administration Offices (included with High School)
o Maintenance Office (former Fitness Building) (no ACM identified, MP update only)
o District Maintenance Building (Garage) (no ACM identified, MP update only)
o Transportation/Community Center Building (no ACM identified, MP update only)

- Re-inspections will be performed by individuals who are certified as Asbestos Building Inspectors by the Environmental Protection Agency (EPA), and licensed by the Pennsylvania Department of Labor and Industry (Pa DLI) in the same capacity.
- During the re-inspections, E2S will inspect locations of all known, or assumed, ACM and document the following assessment factors: Damage Condition, Exposure Factors, Activity Level, Air Flow Factors, Potential for Damage, Friability and Percent Asbestos. In addition, any changes in condition and/or quantity will be noted. We will be utilizing the previous re-inspection as a guide for locations of existing ACM in each building but will not rely solely upon this information.
- E2S assumes that the New Hope-Solebury School District will provide access to each building, and all necessary locations containing ACM within each building, to satisfactorily complete the re-inspections. It is assumed that the re-inspections of all academic buildings will be performed while the buildings are not occupied by students.
- Upon completion of the re-inspections, E2S will provide an updated ACM inventory for each school based upon the results of the inspection. E2S will prepare a report, which will be an update to your existing management plan, or an initial management plan, and will include the date of inspection, inspector's name and credentials, executive summary, response actions completed, and the updated ACM inventory. All management plans and updates will be performed by a PA licensed Asbestos Management Planner.
- E2S will provide Excel spreadsheets depicting a "room-by-room" inventory of all identified (proven or assumed) asbestos containing materials for each building inspected. This room-by-room inventory can be updated in the future upon completion of response actions and can serve as a "live" document of the District's asbestos inventory. (An electronic version and hard copy can be provided to the District).
- In addition, E2S will also provide, an overall Excel spreadsheet that lists all damaged or significantly damaged ACM that was found in each school, as applicable, and provide recommendations on removal, repair, operations and maintenance, etc.
- Provide two (2) copies of each building report, along with a notification letter to parents and guardians regarding the availability of asbestos management plans, for District use in providing this information to meet AHERA requirements (web site posting, calendar, etc.).

Task 2 – Two (2) Hour Asbestos Awareness Training (Summer 2019 and 2020)

E2S will prepare and conduct OSHA Two (2)-Hour Asbestos Awareness Training for maintenance, custodial and housekeeping personnel of NHSSD, as required by the OSHA regulations. E2S will provide two (2) Asbestos Awareness training sessions to be scheduled during the summers of 2019 and 2020 (exact date/time to be determined). The Asbestos Awareness session is typically around two (2) hours in length, based upon the required topics to be covered, and includes questions and answers and a brief exam at the end.

Topics covered are as follows:

- o Background
- o Uses/Types
- o Health Affects
- o Relationship Between Asbestos Exposure and Smoking
- o Locations of ACM
- o Engineering Controls/Work Practices
- o Medical Surveillance Program
- o Signs/Labels

The training session will include the PowerPoint presentation, lecture, a hand out and a brief quiz.

Task 3 – Miscellaneous Environmental Services

E2S will provide miscellaneous environmental services throughout the duration of the time period, on an as-needed and as-requested basis. Services include, but not limited to, Indoor Air Quality (IAQ) and mold testing, bulk sampling suspect materials, asbestos abatement oversight and air sampling, assistance with AHERA response actions and compliance, etc. Services will be invoiced on time-and-materials basis using hourly rates, lab fees and expense rates provided.

SCHEDULE AND LIMITATIONS

E2S is able to schedule the Scope of Work upon receipt of the attached Authorization agreement or purchase order. This proposal includes only those services outlined in the Scope of Work. Any additional tasks will be reviewed with the client as they are identified.

FEES

Task 1 - AHERA 6-Month Surveillance Inspections (May 2019 – May 2021)

E2S will provide the services mentioned in Task 1 above Scope of Work for the following fixed fees:

<u>Month and Year due</u>	<u>Fee</u>
May 2019	\$900.00
November 2019	\$900.00
May 2020	\$930.00
November 2020	\$930.00
May 2021	<u>\$950.00</u>
Total for 5 surveillance inspections	\$4,610.00

Task 2 – Two (2) Hour Asbestos Awareness Training (Summer 2019 and 2020)

E2S will provide the services mentioned under Task 2 for a fixed fee of Nine Hundred Eighty-Five Dollars (\$985.00) **per Calendar year (\$1,970 for 2 sessions).**

Task 3 – Miscellaneous Environmental Services

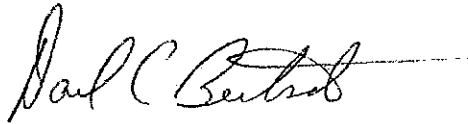
See attached Rate Sheet.

Thank you for the opportunity to present Element Environmental Solutions (E2S) as a potential partner in your environmental management efforts. Should you have questions or require additional information, please contact me.

Please review the enclosed Conditions and acknowledge your acceptance of them by signing and returning to us one copy of this proposal (P1399.2018). By signing this proposal, you agree to the General Terms and Conditions attached hereto and incorporated herein by this reference. Issuance of a Purchase Order constitutes acceptance of this proposal.

We look forward to working with you on this project.

Sincerely,
E2S, Inc.



David C. Bertsch
Operations Manager, IAQ

Reviewed and Accepted:

Signature

Printed Name and Title

Date

Mr. David Teasdale

January 11, 2019

Page 5 of 6

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** References to "E2S" herein mean Element Environmental Solutions, Inc., and references to "CLIENT" mean the party (e.g., the corporation, company, partnership, firm, other business entity, etc.) to which the E2S's proposal is addressed. References to the "Agreement" mean these General Terms and Conditions and the E2S proposal attached hereto that references these General Terms and Conditions. The General Terms and Conditions are valid for any goods or services provided by E2S to the CLIENT.

2. **STANDARD OF CARE.** E2S agrees to exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. No warranties or guarantees are expressed or implied, by operation of law or otherwise, including any warranty of fitness for particular purpose, by E2S regarding the services provided under this Agreement. The services provided by E2S are solely for the benefit of the CLIENT and the CLIENT shall not use project documents for any purpose other than for the specified use in connection with this project. E2S will comply with all federal, state and municipal laws, regulations, and ordinances throughout the performance of the work activities described in this Agreement. These services will be performed using the degree of skill and care normally exercised by other reputable members within E2S's profession, conducting similar activities under similar conditions and in similar locations. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY E2S'S PROPOSAL OR ANY CONTRACT OR WRITTEN OR ORAL REPORTINGS RESULTING FROM ANY PROPOSAL.

3. **PRICING AND PAYMENT TERMS.** The pricing, quantity of goods, and time of delivery mentioned in the proposal are not binding on E2S, but E2S will make all efforts to fulfill the stated estimates. E2S reserves the right to increase a quoted fee in the event that the CLIENT requests a variation to the work agreed. "Reimbursable Expenses" are the actual expenses plus E2S's standard markup to cover administrative costs incurred by E2S or E2S's consultants hired, directly or indirectly, in connection with the project, such as expenses for transportation, long distance telephone calls, photocopy charges, drawings, specifications, binding documents, computer time and the rental or use of specialized equipment and other items used in the project. Fees and Reimbursable Expenses under this Agreement will also include any state or local sales or use tax.

Payment shall be made by CLIENT within thirty (30) days from the date of the invoice. E2S reserves the right to require payment at any time prior thereto if, in good faith, it believes that the prospect of payment is impaired. Interest at the rate of 0.5% per month shall accrue for late payment beginning thirty (30) days after the date of invoice. E2S may suspend or terminate its performance under this Agreement upon written notice to CLIENT if at any time any fees or costs are due and outstanding for a period of more than 45 calendar days from the date of invoice. In the event of a suspension, CLIENT agrees to reimburse E2S for all increases in costs of its services caused by the suspension, including profit on the increased cost of performance and expenses related to demobilization and remobilization, if any. In the event of delays through no fault of E2S and due to CLIENT's conduct, the CLIENT shall pay all costs which have been reasonably incurred by E2S in suspending the services, including all costs incurred in reactivating the services. This is in addition to compensation for services performed and costs incurred prior to suspension.

Opinions of probable construction and related costs, financing and acquisition of land and right-of-ways prepared by E2S represent its judgment as a design professional and are supplied for the general guidance of the CLIENT. Since E2S has no control over cost of labor, materials, equipment, or services furnished by others, over contractors' methods of determining prices, over costs of financing, acquisition of land or right-of-ways, or over competitive bidding, market or negotiating conditions, E2S does not guarantee that any such opinions will not vary from actual costs or contractors' bids to the CLIENT.

If any amount of the invoice is disputed by the CLIENT, the CLIENT shall inform E2S of the grounds for such dispute within seven (7) days of delivery of the invoice and shall pay to E2S the value of the invoice less the disputed amount in accordance with these payment terms. Where E2S requires payment of a deposit, the CLIENT acknowledges that the deposit is not refundable. All fees are exclusive of value-added taxes which will be added to invoices where appropriate.

The CLIENT shall supply, in a timely fashion and without charge, all necessary and relevant information (including any relevant instructions, consents and approvals) in CLIENT's possession and available to CLIENT and CLIENT's agents, contractors or consultants. If E2S has to carry out additional, repeat or revised work as a result of further or delayed information received, E2S shall appropriately advise the CLIENT who shall be responsible for payment of any such services using E2S's hourly rates in force at the time.

The CLIENT or E2S may, from time to time, during the course of the work, request changes or modifications in the scope of services to be performed hereunder. Such changes and/or modifications, including any increase or decrease in the amount of E2S's compensation, which are mutually agreed upon between CLIENT and E2S, shall be incorporated in written amendments to this Agreement. In the event the CLIENT desires additional work performed, which is not covered by the Agreement, the parties shall execute an amendment to this Agreement, and E2S shall be paid for the additional work in accordance with the terms and conditions set forth in this Agreement.

4. **ELECTRONIC FUNDS TRANSFER.** By providing a check as payment, you authorize E2S to use information from your check to make an electronic funds transfer from your account, from time to time, or to process the payment as a check transaction for any amount due to E2S. If your payment is late or returned unpaid, including due to insufficient or uncollected funds in your account, you authorize E2S to make an electronic funds transfer from your account to collect a sum equal to the applicable late fee in accordance with the Agreement, and/or the returned or insufficient funds fee charged by the financial institution.

5. **INSURANCE.** E2S agrees to maintain workers compensation and employer's liability, commercial automobile, commercial general liability and architect's and engineer's professional liability insurance coverage and to provide copies of insurance certificates for these policies to the CLIENT upon request. E2S will obtain additional insurance coverage upon the request of the CLIENT as is generally available provided, however, that the cost to purchase, administer and otherwise maintain such insurance shall be paid by the CLIENT to E2S as a change in scope of services. The general liability policy shall have minimum limits of \$1,000,000 per occurrence and \$3,000,000 in aggregate and will name the client as additional insured.

6. **INDEMNIFICATION.** Subject to the monetary limitations as set forth in Section 8 below, each party agrees to indemnify, hold harmless, and defend the other form and against all claims, losses, expenses, costs and liabilities (inclusive of reasonable attorneys' fees) for property damage/destruction and bodily injury, caused by negligence, or willful misconduct perpetrated by the indemnifying party and/or its employees, agents, representatives, and subcontractors.

7. **CONSEQUENTIAL DAMAGES.** In no event will E2S be liable for incidental, special, or consequential damages, direct or indirect, exemplary or punitive damages arising from the services rendered, irrespective of whether the claim arises from negligence, errors, or omissions, strict liability, performance of services, actual or alleged breach of contract or warranty, indemnification, contribution or any legal theory. In no event will E2S be liable for lost profits, costs, or losses associated with services rendered in excess of the contract price or fees paid allocable to the services which give rise to the claim, whichever is less.

8. **LIMIT OF LIABILITY.** Anything herein to the contrary notwithstanding, the parties agree that their liability to one another as a result of any non-performance of an obligation under the contract shall be limited to the contract sum, and that any liability as a result of improper performance from an action or inaction relating to the contract sounding in tort and for any other claim to which E2S's insurance can apply shall not exceed the insurance limits set forth in paragraph 5 above. The limitations set forth under this paragraph shall apply to the indemnification provisions of paragraph 6 above as they relate to various types of claims to which indemnification may apply. Furthermore, the limitations set forth under this paragraph shall not be construed as liquidated damages for any claims asserted.

9. **DELIVERY.** Delivery by E2S of written reports, documents and other goods will be deemed to have taken place when the reports, documents, and goods are handed to the custody of the CLIENT at his premises or to a messenger or courier when posted. E2S will be entitled to charge the CLIENT for any expenses of delivery other than normal postage charges. If an order is, at the CLIENT's request, sent electronically, the time recorded on the sending equipment shall be deemed the time of delivery, system delays notwithstanding. Electronic dispatch may be provided upon request and at the CLIENT's risk. E2S reserves the right to substitute conventional delivery methods without notice or penalty should electronic dispatch prove inconvenient.

10. **TERMINATION.** The CLIENT may terminate this Agreement upon ten (10) days written notice, provided that the CLIENT will be responsible for any and all costs, charges, and expenses already incurred, or to be incurred by E2S, including but not limited to all costs incurred for the mobilization and demobilization of services, reimbursements to suppliers and contractors, fees, administrative costs and expenses, claims by others and any charges that will be levied by the list-owner on account

of his expenses plus ten percent (10%) of the total fees earned by E2S to the time of termination. The parties acknowledge that it is difficult in determining the actual damages of E2S as a result of termination of the Agreement and agree that the termination expenses are liquidated damages.

In addition to other available legal remedies, E2S may terminate this Agreement in the event the CLIENT fails to make payments promptly when due, pursuant to Section 3 above, or if E2S has reason to believe the CLIENT will be unable to make any such payments.

11. **CONFIDENTIALITY.** Both parties shall maintain strict confidence and agree that they shall not use or disclose, without the prior consent of the other party, any information or material relating to this Agreement, services, each party's respective business, including any proposal and/or pricing (collectively the "Confidential Information"). E2S will not disclose, without prior written approval by the CLIENT, any information provided to E2S by the CLIENT that is designated by the CLIENT in writing as "Confidential Information." The term "Confidential Information" shall not include information that (i) is already in the possession of either party as of the date of its disclosure, unless held under a duty of non-disclosure, (ii) is or becomes generally available to the public other than as a result of a disclosure by either party, (iii) is provided to the parties through a third party or another party at any time, or (iv) either party is required by law, regulation, code or other Federal, state, or local government requirement to disclose such information. The CLIENT agrees that any such disclosure is not a breach of contract and E2S shall not be held liable in any respect for disclosure of information under these circumstances. The CLIENT agrees that E2S may use CLIENT's name and general description of E2S services in providing qualification information to other clients and prospective clients. All E2S financial, technical, schedule and cost information provided to the CLIENT in proposals or written correspondence is proprietary and shall not be disclosed or made available, directly or indirectly, to third parties whether E2S is the successful bidder or not the successful bidder for any scope of services.

12. **OPERATIONS AND RIGHT OF ENTRY.** CLIENT will arrange for all access necessary to perform the work activities at the site as described in the proposal. E2S personnel possess the training and skills to conduct the work activities presented in this Agreement. CLIENT agrees to provide E2S with written notification of any known subsurface or surface features including but not limited to: utilities, public or private; underground storage tanks; and/or buried debris. E2S is not responsible for damage/destruction or loss due to undisclosed, unidentified, or unknown subsurface and surface features, whether owned by CLIENT or a third-party, except to the extent that the damage/destruction or loss was caused by negligence by E2S. CLIENT, at CLIENT's expense shall furnish E2S all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any asbestos or hazardous materials at, on, or under the site. In addition, CLIENT will furnish such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by E2S for proper performance of its service, if and to the extent such reports, data, studies, plans, specifications, documents and other information exist.

E2S shall not be entitled to rely on the accuracy and completeness of CLIENT-provided information in performing the services required under the Agreement. CLIENT-provided documents will remain the property of the CLIENT. CLIENT shall mark the location of all underground utilities affecting the job site. E2S assumes no liability for the accuracy or completeness of these markings. CLIENT shall arrange for proper disconnection or de-energizing of utilities as requested by E2S. In addition, CLIENT shall, to the fullest extent permitted by law, waive any claim against E2S, and indemnify, defend, and hold E2S harmless from any claim of liability for injury or loss arising from damage to or contact with buried utility lines or other man-made objects that were not identified to E2S by CLIENT or which were not properly located on drawings furnished to E2S.

13. **FAILURE TO FOLLOW RECOMMENDATIONS.** CLIENT acknowledges that the findings, recommendations and conclusions provided by E2S are based solely on professional interpretation of observations of conditions as they existed at the time of the site inspection and on information obtained while conducting the scope of services for this project. If the findings or recommendations are not implemented or acted upon within a reasonable period of time, there can be no assurances that intervening factors will not arise which may affect the findings and recommendations provided. In addition, data available from further inspections, assessments, subsurface explorations, sampling and testing of the property may modify or indicate the need to modify the findings and conclusions provided. E2S assumes no responsibility for damages (consequential or otherwise) arising from any such subsequent data, information or situations that are identified but not brought to E2S's attention. E2S shall not be liable for any claims that may arise through the course of implementing any of E2S's plans, specifications, or recommendations when E2S is not retained to observe, direct and supervise such implementation.

14. **HAZARDOUS MATERIALS AND DISPOSAL.** It is understood and agreed that E2S has no responsibility as a handler, generator, operator, treater, transporter or disposer of hazardous or toxic substances, including asbestos and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of any hazardous substances or constituents found or identified in any sample collected by E2S. All samples of hazardous substances or materials containing hazardous substances (whether soil, water, sludge, or any other material collected as a result of testing or sampling) shall become and remain the property of the CLIENT and will be returned to the CLIENT after laboratory analysis are completed and the CLIENT shall have responsibility for the proper handling and disposal of all such samples and materials. Any and all testing or sampling equipment, clothing, expendables, or supplies which cannot be decontaminated will also become the property of the CLIENT subject to the CLIENT's responsibilities as previously outlined.

15. **DOCUMENTS.** All documents, including drawings, specifications, reports, estimates, field notes, and digitized versions thereof, furnished by E2S under this Agreement shall be the property of the CLIENT. It is agreed that E2S shall be entitled to keep copies of all documents. E2S shall have the right to use the intellectual property contained in such documents. All proprietary information of E2S shall remain the property of E2S. Documents furnished by E2S under this Agreement are not to be used by the CLIENT or any other person for extensions of the project for which they were prepared or on any other project. Any reuse of the documents without specific written verification or adaptation by E2S will be at the CLIENT's sole risk and without liability to E2S and CLIENT shall indemnify and hold E2S harmless from any claims or damages resulting from such reuse. Any verification or adaptation of the documents by E2S will entitle E2S to further compensation.

16. **EMPLOYMENT OF PERSONNEL.** Subject to the prior written consent of E2S, the CLIENT shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of E2S directly associated with delivery of the services. CLIENT shall pay E2S an amount equal to the annual salary plus benefits in the event that the Client hires any E2S or former E2S employee within one year after the termination of this Agreement.

17. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely for the benefit of the parties hereto and nothing herein is to be construed as conferring any right or benefit on any third party. It is the expressed intent of the CLIENT and E2S that they are the sole beneficiaries of the terms of this Agreement and there are no third party beneficiaries to this Agreement.

18. **FORCE MAJEURE.** E2S nor any of its principals or employees shall be liable for any failure or delay in performance due under this Agreement, in whole or in part, to fire, explosion, natural disaster, labor disputes, raw materials, fuel or power shortages, act of governmental authorities, delays in transportation, quarantine restrictions, substantial modification of the scope of work or to any cause of any nature beyond E2S's control. E2S shall have the right to apportion services on such basis as may appear to it to be equitable.

19. **NOTICE.** All written notices to be served or given to the CLIENT pursuant to this Agreement shall be sent or delivered to the CLIENT's residence, office or usual place of business and shall be treated as having been given upon receipt.

20. **GOVERNING LAW.** This Agreement shall be governed by, and constructed in accordance with, the laws of the Commonwealth of Pennsylvania.

21. **SEVERABILITY.** The validity or enforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision and to that extent the provisions of this Agreement are declared to be severable.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any modification, revision or alteration thereof shall not be valid unless in writing and signed by the parties thereto.

23. **BINDING EFFECT.** The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties.

24. **CLEARANCES.** E2S shall provide satisfactory state and federal criminal background checks and child abuse clearances for any individual coming on to CLIENT's property to provide services here under.

Standard Rate and Fee Schedule New Hope-Solebury School District

Charges will be made at the following rates for time spent for: project management, consultation, project related meetings, field activities, travel time, report preparation, communications, review, etc. Rates are based on the task being performed or required by the service. **Standard rates and fees effective through December 31, 2019.**

Professional Service

Hourly Rates

Principal	\$125.00
Certified Industrial Hygienist (CIH)	\$110.00
Senior Professional	\$98.00
Project Manager	\$92.00
Asbestos Project Designer	\$87.00
Project Professional	\$84.00
IAQ Specialist/Senior IH	\$75.00
Staff Professional	\$63.00
CAD Designer	\$63.00
Asbestos Building Inspector	\$58.00
Lead Inspector/Risk Assessor	\$58.00
Environmental Tech/IH/Asbestos	\$53.00
Administrative Assistant	\$42.00

IAQ – INDOOR AIR QUALITY
IH – INDUSTRIAL HYGIENIST
BI – BUILDING INSPECTOR

Laboratory Analysis Fees*

PLM Asbestos - Bulk (6-hr TAT)	\$25
PLM Asbestos - Bulk (24-hr TAT)	\$15
PLM Asbestos - Bulk (48-hr TAT)	\$10
PCM Asbestos - Air (6-hr TAT)	\$20
PCM Asbestos - Air (24-hr TAT)	\$12
TEM AHERA - Air (6-hr TAT)	\$90
TEM AHERA - Air (24-hr TAT)	\$70
TEM NIOSH 7402 (24-hr TAT)	\$145
AAS Lead – Paint Chip (6-hr TAT)	\$32
AAS Lead – Paint Chip (24-hr TAT)	\$12
Mold – Air/Surface (6-hr TAT)	\$55/\$50
Mold – Air/Surface (24-hr TAT)	\$45/\$40
Mold – Air/Surface (48-hr TAT)	\$30/\$25

* LABORATORY FEES ARE ON A PER SAMPLE BASIS.
ADDITIONAL LABORATORY ANALYSIS FEES AND
TURN-AROUND TIMES (TAT) AVAILABLE UPON REQUEST

Miscellaneous Non-Labor Fees

Mileage	Federal Rate Multiplier
Expenses	Plus 15%
Subcontracted Services	Plus 15%
Rented Equipment	Plus 15%

These rates and fees apply to all standard time and materials projects. These rates do not include sales tax, where applicable. Standard billing terms and conditions apply. Should personal protective equipment be upgraded from Level D to Level C, add 15% to hourly rate.

Premium Time and Travel Time*

Overtime	1.00
Client-requested Overtime	1.50
Weekend	1.50
Holiday	2.00
Travel Time	1.00

* APPLIED TO STANDARD RATES

**MEMORANDUM OF AGREEMENT BETWEEN
BUCKS COUNTY INTERMEDIATE UNIT #22
AND
NEW HOPE SOLEBURY SCHOOL DISTRICT**

THIS AGREEMENT, entered on this _____, 2019 by and between the Bucks County Intermediate Unit #22, located at 705 N. Shady Retreat Road, Doylestown, PA 18901 (hereinafter referred to as "Bucks IU") and the NEW HOPE SOLBURY SCHOOL DISTRICT, located at 180 West Bridge Street, New Hope, PA 18938 (hereinafter referred to as "Provider").

WHEREAS, the Bucks IU is an educational services agency providing a continuum of special education supports and other services for students and their families in Bucks and surrounding counties; and

WHEREAS, the Bucks IU has experience in helping students with disabilities develop knowledge and life-skills training which fosters informed career decisions and leads to successful post-school training and/or other employment; and

WHEREAS, the District desires to offer a life-skills career and employment training transition program to students ages 18 to 21; and

WHEREAS, the Bucks IU has demonstrated capabilities in designing, implementing, and overseeing such transition programs for students ages 18 to 21;

NOW THEREFORE, LET IT BE RESOLVED that the Bucks IU and the District agree as follows:

1. The term of this Agreement is July 1, 2019 through June 30, 2020.
2. The Bucks IU will provide a comprehensive transition program for district students as identified by the District and other students from surrounding schools which the Bucks IU will identify for the program. It is understood that District students will be given first priority to enroll in the program. The Bucks IU will then strive to fill any remaining available slots with other Bucks IU students whom the Bucks IU identifies as benefitting from the program.

3. It is understood that the Bucks IU will be responsible for providing customized academic and social skills instruction based on each enrolled student's Individual Education Plan (IEP), and will include training and education in independent living skills, and assessment and education of employment and vocational skills. The Bucks IU will provide all classroom staffing, supervision of all classroom staff and will also provide all curricular materials necessary for the program.
4. The District will provide the appropriate classroom space necessary for program instruction per the terms of the Bucks County Schools Fair Share arrangement as administered by the Bucks IU. (The Fair Share amount is currently calculated at \$19,255 for the 2018-19 school year. The 2019-20 Fair Share amount will be calculated using the December, 2019 Consumer Price Index (CPI) for the Philadelphia Area as published by the US Department of Labor, Bureau of Labor Statistics.) The District will coordinate and secure all job site locations and will provide consulting services as necessary from time to time to assist the Bucks IU with curriculum and job development, including employability, independent living, and academic skills.
5. Neither the Bucks IU nor the District shall discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, gender or handicap/disability in performing duties and/or services required by this Agreement.
6. The District acknowledges and agrees that Bucks IU has developed writings, drawings, designs, program name, and other works of authorship that Bucks IU may use in the course of performance of this Agreement and in other agreements with other school entities. The District agrees that all such materials, naming rights, drawings, designs, and other works of authorship developed by and/or used by Bucks IU are not works for hire and that Bucks IU is the sole and exclusive owner of all such materials and any copyrights therein.
7. New Hope agrees to pay the Bucks IU the established tuition rate of **\$41,199** for any student attending this program. It is understood that this tuition rate will be found in the Bucks IU Special Education Services Agreement for 2019-20, as revised upon execution of this agreement.
8. The Bucks IU shall pay **\$16,000** to the District for services provided under this Agreement. The District agrees to forward an invoice for \$8,000 to the Bucks IU twice per year on December 31 and June 30 for services rendered. The Bucks IU agrees to make payment within 45 calendar days following the receipt of the invoices.
9. Any change in this Agreement may be accomplished only by a written amendment executed by both the District and the Bucks IU.

10. This Agreement may be terminated upon 90 days written notice by either party. If the Agreement is terminated, the District is expected to pay the Bucks IU for services rendered up to the date of termination.
11. Neither the Bucks IU nor the District may assign or transfer any interest in this Agreement without prior written consent of both parties.
12. Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served by either by personal delivery or certified mail to the following persons at the following addresses:

Bucks IU:

Bucks County Intermediate Unit #22
Attn: Mark Hoffman, Ed.D.
Executive Director
705 N. Shady Retreat Road
Doylestown, PA 18901

District:

New Hope Solebury School District
Attn: Steven M. Yanni, Superintendent
180 West Bridge Street
New Hope, PA 18938

13. Both parties to this shall comply with all applicable Federal and State statutes, regulations, and local ordinances; all Bucks IU and District guidelines, policies and procedures; any correspondence and instructions that may be provided by either party; all terms and conditions in this Agreement; and any future requirements determined necessary by Bucks IU and/or the District.
14. Both parties agree to hold each other free and harmless from any and all claims arising from any willful or negligent acts or omissions of each other or each other's agents or employees committed during or arising from the performance under this Agreement. Bucks IU and the District shall each be required to obtain and maintain a policy of General Liability insurance, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage. Bucks IU and the District agree to submit a Certificate of Insurance to each other prior to the first day of services.
15. Both parties shall ensure that their respective employee, contractors, or subcontractors including employees of said contractors or subcontractors, and any other individuals providing any services for under this Agreement, who may in any manner come in direct contact with students, shall have appropriate employment clearances completed prior to the performance of any work under this Agreement. The following clearances are required and information on how to obtain these clearances can be found on the Bucks IU website: 1) State Police Criminal Background Clearance; 2) FBI Federal Criminal Background Clearance; 3) Pennsylvania Child Abuse History; 4) PDE Form 6004; 5) Act 168 Employment History Form(s); and 6) Health Form with TB Test Results. Bucks IU

and the District shall make copies of the clearances available to each other prior to the commencement of any services under this agreement upon request.

16. Both parties acknowledge that this agreement covers the time period of July 1, 2019 through June 30, 2020, and both parties acknowledge that it is the intent of the parties to offer an Extended School Year (ESY) transition program in the District for students age 18-21 during the 2020 ESY period. It is understood that the terms, conditions, and obligations of the parties for the 2020 ESY program will be covered under a separate agreement and it is the intent of both parties that the District will pay the yet to be published ESY student tuition rates for the 2020 ESY period and that the Bucks IU will pay the District \$1,000 for ESY services provided during the 2020 ESY period.

17. This agreement constitutes the sole and only agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting the instant subject matter.

This Agreement is signed below by the duly authorized representatives of the parties:

**NEW HOPE SOLEBURY SCHOOL
DISTRICT**

Authorized Representative:

New Hope Solebury Board President

(Signature)

Date: _____

BUCKS COUNTY INTERMEDIATE UNIT #22

Recommended By:

Dr. Jennifer Hertwig
School Age Program Director

Authorized By:

John D'Angelo, Board President

Attest:

Elizabeth Bittenmaster, Board Secretary

Date: _____

Legal Services Consultation Agreement

For the retainer stated below, Sweet, Stevens, Katz & Williams LLP ("SSKW") will provide the following services to the New Hope-Solebury School District ("District") during the 2019-2020 school year:

1. Andrew E. Faust ("Faust"), David Painter ("Painter") or such other members of the SSKW attorney staff as are acceptable to the District, will provide telephone and electronic mail advice and opinions concerning special education, NCLBA compliance, student services, and student civil rights issues pertinent to the District. Such advice and such opinions shall be provided to the administrator or administrators designated by the District as the contact. SSKW shall assign to the District a code enabling unlimited access, during the term of this agreement, to the pool counsel "special education resource room" section of the SSKW Website, a searchable data base of past pool counsel opinions and materials.

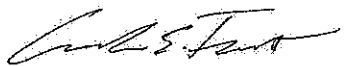
2. Faust, Painter, or such other members of the SSKW attorney staff as are acceptable and are available to the District will provide up to two (2) full-day face-to-face consultations and file reviews with District special education and student services administrators during the term of this Agreement. Scheduling of consultations and file reviews will be on a first come, first served basis.

3. As an alternative to any face-to-face consultation provided for in paragraph 2 of this agreement for any given month, Faust, Painter, or such other members of the SSKW attorney staff as are acceptable to the District will provide or participate in staff, board, or parent training sessions, in-services, or group meetings, concerning special education, NCLBA compliance, student services, and student civil rights issues, with the specific topics and nature and size of each such training, in-service, or meeting to be determined solely by the District. Use of "micro-training"—training concerning a single or narrow topic delivered to a small audience for whom the training is uniquely suited or necessary—is encouraged. Scheduling of training, in-services, and meetings will be on a first come, first served basis.

The substitution of any attorney for Faust in the performance of any of the foregoing duties shall occur only with the prior approval of the District.

This agreement does not include representation in administrative or judicial proceedings. Arrangements for such representation must be made separately with SSKW.

In consideration of the foregoing services and commitments, the District shall pay to SSKW the sum of six thousand dollars (\$6,000.00), payable in a single lump sum or ten equal monthly installments, as the District shall designate in writing.



4/1/2019

Andrew E. Faust
Sweet, Stevens, Katz & Williams LLP

Date

Authorized Agent
New Hope-Solebury School District

Date

**2019-2020 Agreement
Between
Bucks County Intermediate Unit #22 (BUCKS IU)
and
New-Hope Solebury School District (District)**

This Agreement is made and entered into this _____ day of _____, 2019, by and between the **Bucks County Intermediate Unit #22**, whose address is 705 N. Shady Retreat Road, Doylestown, PA 18901-2501 (the "BUCKS IU") and **New-Hope Solebury School District**, whose address is 180 West Bridge St. New Hope, PA (the "District").

1. BUCKS IU has contracted with Sweet, Stevens, Katz & Williams, LLP ("SSKW") to obtain telephone and electronic mail advice and opinions concerning computers, education technology, electronic devices, and related policies, and other related services, for itself and its member school districts, as set forth in the Technology Pool Counsel Legal Services Consultation Agreement ("LSA"). The executed LSA is attached hereto and incorporated herein by this reference.

2. The services to be provided by SSKW under the LSA are intended to be provided for a consortium consisting of BUCKS IU, BUCKS IU's member school districts, and BUCKS IU's member CTCs. BUCKS IU has executed the LSA on behalf of the consortium and will be responsible for payment to SSKW on behalf of the consortium.

4. The LSA is intended to remain in effect for the school year and shall renew automatically from month-to-month thereafter, prorated, unless terminated.

5. As set forth in the LSA, BUCKS IU shall pay to SSKW the sum of Thirteen Thousand and Two Hundred Dollars (\$13,200.00) for the school term.

6. By this agreement, District agrees to pay to BUCKS IU, its proportionate share of the fees incurred by BUCKS IU on behalf of the consortium for the school term, which shall be **\$807.53**, which includes an administrative fee of four percent (4%). The administrative fee shall cover BUCKS IU's costs related to its administrative oversight of the LSA on behalf of the member districts and CTC's. District shall pay to BUCKS IU its proportionate share and fees within thirty days from the date of invoice.

7. The term of this agreement shall be for the school year and shall renew automatically from month-to-month thereafter, prorated, unless terminated by either party in writing received by the other party at least 45 days in advance of the date of termination.

8. It is expressly understood and agreed by District that BUCKS IU is making available access to the services provided by SSKW and in this respect, BUCKS IU is not providing said services to District. It is expressly understood and agreed by District that by BUCKS IU making available access to services offered by SSKW, BUCKS IU

makes no representations or warranties regarding said services and BUCKS IU assumes no responsibility or liability for services or for any losses, damages or legal judgments incurred by District as a result of its access to said services. Any and all disputes, issues, or claims regarding said services as they pertain to the District are to be resolved between District and SSKW and shall exclude BUCKS IU.

This Agreement sets forth the agreement between BUCKS IU and the District and is properly executed where indicated below.

SIGNATURES:

Bucks County Intermediate Unit #22

New-Hope Solebury School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest - Board Secretary:

Attest:

Date: _____

Date: _____