

BOARD WORKSHOP MEETING

February 23, 2017

6:30 p.m.

Multi-Purpose Room

AGENDA

I. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

II. ACTIONS ITEMS

- a. Motion to approve the January 26, 2017, Board Workshop Minutes (Attachment A)

- b. Motion to approve Judith Clark, Interim Assistant Superintendent, effective March 1, 2017, until date to be determined but no later than June 30, 2017, at the rate of \$650 per day, with no fringe benefits or paid leave entitlements. Ms. Clark will provide full-day services, following the 2016-2017 Calendar for 12 month Administrators for 3-4 days per week. Ms. Clark and Superintendent will mutually agree a specific schedule on or by March 1, 2017. These terms shall be set forth in an employment agreement approved by the Superintendent and Solicitor. (Attachment B)

III. DISCUSSION

- a. FINANCE
 - i. Audit Presentation – Gorman & Associates, P.C.
 - ii. Budget Meeting Dates

- b. CURRICULUM/TECHNOLOGY
 - i. Future Ready Index – Dr. Sean Arney, Assistant Superintendent
 - ii. Upper Perkiomen Virtual Academy – Mrs. Allison Stephens, Technology, Curriculum & Innovation Specialist
 - iii. 2017-2018 School Calendar – Dr. Sean Arney (Attachment C)

IV. PUBLIC COMMENTS ON AGENDA ITEMS

V. ADJOURNMENT

UPPER PERKIOMEN SCHOOL DISTRICT
2229 E. BUCK ROAD
PENNSBURG, PA 18073

BOARD WORKSHOP
January 26, 2017

CALL TO ORDER

The Board Workshop of the Board of School Directors of the Upper Perkiomen School District was held in the Upper Perkiomen School District Education Center with the following people attending: Wilfred E. Pike, Dr. John L. Farris, Joan T. Smith, John L. Gehman, Raeann B. Hofkin, Dr. Kerry A. Drake, Jonathan A. Warren, and Kimberly A. Baccari. Absent member was Mike W. Elliott. Others in attendance were: Alexis McGloin, EdD., Sean Arney, EdD., Sandra M. Kassel, Ashley Kitten, Leslie Motruk, April Gaugler, EdD., Nicole Peart, Maureen Zavadel, Tonya Kulp, Briana Fried, Suzanne Kulp, Danielle Stanek, Susan Kenna, Kathleen Steuer, Cathie Hill, Anne Hodges, Jim Mazeika, Barry Isett, Bob Breslin, Arif Fazil, Ryan Sloyer, Margie Gelhaus, John Walsh, Melanie Cunningham, Jeff Snyder, Steve Cunningham, Burt Shive, Christine Schmoyer, Mark Mancini, and Steve Stracka.

Dr. Farris announced that the normal procedure for the Workshop meeting is to go over the Workshop Agenda and at the end of the Agenda take public comments on Agenda items. The Board decided for this Workshop that, besides taking comments on the items on the Agenda, other comments will be taken from anyone who has a public comment. Dr. Farris then read a statement on the guidelines of the public comment period.

ACTION ITEMS

Motion by Jonathan A. Warren, seconded by Kimberly A. Baccari, to approve **the October 27, 2016, Board Workshop Minutes** (Attachment A). Motion carried; all voted aye.

DISCUSSION

1. **CURRICULUM/TECHNOLOGY**

a. **Balanced Literacy**

Dr. Arney introduced the Marlborough Staff members who proceeded to do a presentation on Balanced Literacy. Mrs. Motruk introduced Dr. April Gaugler and Nicole Peart who explained how guided reading is taught and ran a demonstration on use in the classroom. Guided reading was defined as a targeted instructional approach of flexible grouping based on observation and assessment of student need.

b. **SWPBIS (School-wide Positive Behavior Interventions and Supports)**

Dr. Arney introduced Maureen Zavadel and Hereford Staff members to speak on an initiative that the District has embarked on with the Montgomery County IU called Schoolwide Positive Behavior Interventions and Supports System. It is a way to change a culture and a way to move a building to bring positive cultural expectations to everyone in the building. They explained SWPBIS is a 3-5 year process and Hereford was in the initial stage. Tonya Kulp, Briana Fried, Suzanne Kulp, Danielle Stanek, Sue Kenna, Cathy Steuer, Cathie Hill, and Anne Hodges participated in the presentation, which included a mission statement where the expectations are included and kindness was added. Mrs. Zavadel also stated that in addition to the building team, there was a district level team with the goal to bring this initiative to all buildings.

2. FACILITIES COMMITTEE

a. Traffic Study

Jim Mazeika from Barry Isett provided a brief presentation and summary of the Traffic Impact Study. The study was required by Upper Hanover Township for the Middle School project. He explained the objectives of the Traffic Impact Study were to identify any traffic problems that may be created by the proposed project, to delineate any solutions to the potential problems, and to present improvements to be incorporated as part of the project.

b. Geotechnical Study

Bob Breslin provided an update on the preliminary middle school Geotechnical study. He described the soil and rock type found at the site.

Arif Fazil talked about the importance of value engineering of the site and the ways to deal with the rock and fill areas.

c. LEED Commissioning Services

Arif Fazil reviewed the RFP process for the commissioning services. Seven proposals were received, reviewed, and evaluated. Mr. Fazil recommended In Posse (subsidiary of AFK) out of Philadelphia for a total cost of \$102,350. Mr. Fazil reviewed the LEED Gold & Silver and Potential Cost/Benefits that were originally presented in October. He also spoke briefly on the \$2,000,000 ACE grant, which currently is not open, but may possibly be open in the Fall. In order to pursue the grant the District would need to stay on track with the pursuit of LEED certification.

3. BOARD DISCUSSION

a. Committee Structure

Dr. Farris announced that he was reducing the size of the committees that had 4 members to 3 members, so that none of the committees had an even number of members. Dr. Farris announced the following committees:

Communication Line – Mike Elliott (Chairman), John Gehman, Dr. John Farris

Curriculum & Technology – committee as a whole

Facilities Committee – Will Pike (Chairman), Mike Elliott, Jonathan Warren

Negotiations Committee – John Gehman (Chairman), Mike Elliott, Dr. John Farris

Policy Committee – Joan Smith (Chairperson), Kimberly Baccari, Will Pike

Special Education Committee – Dr. Kerry Drake (Chairman), Mike Elliott, Will Pike

Budget Committee – committee as a whole

Western Center – voted in is John Gehman, Raeann Hofkin, and Dr. John Farris

IU Representative – Dr. Kerry Drake

Legislative Liason – Kimberly Baccari

Regional Planning – Kimberly Baccari

b. Board Meeting and Workshop Dates

Dr. Farris asked if it would be possible to move the Workshop meetings to one week before the Board Meeting. After a discussion, it was determined that the current schedule worked best for the Board Members.

(Mr. Pike departs at 8:25 pm)

PUBLIC COMMENTS

Ryan Sloyer, East Greenville Borough. Mr. Sloyer asked if there was written approval from the Borough of East Greenville for the traffic study. He questioned the length of the sidewalk in front of the new Middle School and asked whether a 3-way stop is being considered at 8th Street. He also expressed concern about students walking and the increase in taxes.

Margie Gelhaus, East Greenville Borough. Mrs. Gelhaus questioned whether the traffic study took into consideration inclement weather days since more parents would be driving walkers. Mrs. Gelhaus also asked if the ball fields would become turf fields in the future.

John Walsh, Palm, Upper Hanover Township. Regarding the traffic study, Mr. Walsh asked if there was consideration given for students living in the Montgomery Glen development. He also asked if data from the current Middle School facility was used in the traffic study and why bids were not requested for the Middle School building.

Melanie Cunningham, Upper Hanover Township. Mrs. Cunningham asked for a breakdown of the site costs listed in PlanCon D and if approvals were sought from Pennsburg.

Jeff Snyder, Church Road, Upper Hanover Township. Mr. Snyder asked for clarification on the size of the site.

Steve Cunningham, Hereford Township. Mr. Cunningham commented on the potential clean-up needed during a construction project.

Burt Shive – Marlborough Township. Mr. Shive asked if there are contingencies for improvements that may be needed when a second traffic study is done after the school is completed.

Christine Schmoyer, Pennsburg Borough. Regarding the traffic study, Mrs. Schmoyer asked about the left-turning lane at the intersection of Montgomery Avenue and Route 663 at around 5:00 pm. Mrs. Schmoyer also noted that many of the walkers to the high school are currently driven to school.

Mark Mancini, Hereford Township. Mr. Mancini spoke on the increase of assessment appeals county-wide and asked whether Knoll International or any other large firm had filed an appeal. He also questioned the need for additional dollars needed for staff at the new Middle School and possible additional work that would need to be done at the existing Middle School. Although he still believes in renovations versus building new, he believes the Board should step back and look at other options.

Steve Cunningham, Hereford Township. Mr. Cunningham commented on and encouraged transparency. He spoke on the budget, financials, and property values.

Steve Stracka, Marlborough Township. Mr. Stracka commented on the removal of Raeann Hofkin from the Negotiating Committee.

BOARD COMMENTS

Jonathan Warren. Mr. Warren commented that each Board Member takes his or her job very seriously and understands the impact and implications of the decisions they make. Furthermore, each member does analyze and ask questions; however, some of them are not in the public.

Dr. Kerry Drake. Dr. Drake asked the attendees to check the votes.

Motion by Joan T. Smith, seconded by Jonathan A. Warren, to **adjourn the meeting At 9:08 p.m.** Motion carried; all voted aye.

INTERIM ASSISTANT SUPERINTENDENT EMPLOYMENT AGREEMENT**THIS INTERIM ASSISTANT SUPERINTENDENT EMPLOYMENT AGREEMENT**

(“Agreement”), made this ___ day of February, 2017, by and between the **BOARD OF SCHOOL DIRECTORS (the “Board”) OF THE UPPER PERKIOMEN SCHOOL DISTRICT**, a Pennsylvania second class school district, with its principal offices located at 2229 E Buck Rd, Pennsburg, PA 18073 (hereinafter referred to as “District”) and **MS. JUDITH CLARK**, (hereinafter referred to as “Ms. Clark”).

RECITALS:

WHEREAS, Dr. Sean Arney (herein “Dr. Arney”) was the duly elected Assistant Superintendent of the District through June 30, 2017, unless earlier terminated by Board action; and

WHEREAS, Dr. Arney resigned his position effective on or by March 3, 2017, and

WHEREAS, in consideration of the necessity to govern the ongoing operations of the District, the District is of the judgment that there will be a serious impairment of service needed to operate the District if the Assistant Superintendent position is vacant for any period of time; and

WHEREAS, the District desires to engage Ms. Clark, who is currently an annuitant in the Public School Employees’ Retirement System, to serve as Interim Assistant Superintendent effective March 1, 2017, and ending no later than June 30, 2017 or the termination of this agreement upon fourteen (14) days’ notice pursuant to section 9.

WHEREAS, in accordance with the provisions of the Public School Employees’ Retirement Code, 24 Pa. C.S. Section 8346(b), the District desires to return Ms. Clark to school service for a period not to exceed the maximum requirements set forth in Act 2004-63 and Act 2006-5; and

WHEREAS, Ms. Clark desires to be retained by the District upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Appointment as Interim Assistant Superintendent.** Ms. Clark is hereby appointed by the Board as Interim Assistant Superintendent for the term (hereinafter referred to as "Term of Employment") beginning on March 1, 2017 and ending upon termination by further resolution of the Board, but in any event no later than the Interim Assistant Superintendent Termination Date of June 30, 2017 (hereinafter referred to as "Term of Employment"). Ms. Clark will provide full-day services, following the 2016-2017 Calendar for twelve (12) month Administrators, for three to four (3-4) days per week. Ms. Clark and the Superintendent will mutually agree on a specific schedule on or by March 1, 2016.
2. **Compensation.** For all services rendered by Interim Assistant Superintendent to the District during the term of this Agreement, the District shall pay Ms. Clark for the period of the Term of Employment a total salary of Six Hundred Fifty Dollars (\$650.00) per day actually worked. Said compensation shall be subject to ordinary and necessary withholdings and shall be paid in equal installments in accordance with the policies of District covering the timing of payment of other professional staff members in the District.
3. **Benefits Entitlement.** Ms. Clark shall not be entitled to any of the fringe benefits paid to any of the administrators or other employees of the District, including, but not limited to, health, life insurance or sick days.
4. **Duties of Ms. Clark.** Ms. Clark agrees to perform well and faithfully the duties required by the Board from time to time, and to do so in accordance with applicable law, including, but not limited

to the School Code, and shall further perform such duties in connection with such employment as the School Board may assign.

5. **Expenses.** The District will reimburse Ms. Clark for all proper documented expenses incurred when traveling on official business of or for the District.
6. **Public School Code.** This Agreement shall not be in violation of the provisions of the School Code and shall be construed as containing and be read in conformity with all the provisions of the School Code which relate to the relationship of a "district" and its "assistant superintendent."
7. **Fulfilling All Aspects of the Agreement.** Ms. Clark shall be required to comply with all aspects of this Agreement, any exception thereto being agreed to only by mutual written consent of the District and Ms. Clark.
8. **Termination.** Either the District or Ms. Clark, with or without cause, for any reason or for no reason, except for a reason prohibited by law, may terminate this Agreement at any time upon fourteen (14) calendar days' notice in writing by certified or registered mail, return receipt requested, to the other at the addresses indicated in the preamble of this Agreement, or at any other address the parties may agree upon in writing. Upon termination, the payment of compensation shall cease. Ms. Clark hereby waives any and all rights to any hearings that may exist with respect to being terminated from the position of Interim Assistant Superintendent pursuant to this Agreement, to the extent they exist. If notice shall be properly given to District by Ms. Clark, District may, at its sole option, pay Ms. Clark for the compensation due during fourteen (14) calendar day time period (less holidays) and terminate this Agreement immediately.
9. **Professional Liability.** The Board agrees that it will defend, hold harmless and indemnify Ms. Clark from any and all demands, claims, suits, actions and legal proceedings brought against Ms. Clark in her individual capacity or in his official capacity as agent and employee of the Board,

provided the incident arose while Ms. Clark was acting, or reasonably believed she was acting, within the scope of his employment. This obligation shall survive the termination of this Agreement.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the within subject matter. This Agreement may not be changed, amended, modified, or superseded except by written instrument executed by the parties hereto.
11. **Severability.** If any provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement; and the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.
12. **Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The headings contained in this Agreement are for reference purposes only and shall not in any way effect the meaning or interpretation of this Agreement. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted, and in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted or negotiated any provision of this Agreement or its deletion.

IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

UPPER PERKIOMEN SCHOOL DISTRICT

Attest: _____
Board Secretary

By: _____
Board President

INTERIM ASSISTANT SUPERINTENDENT

Witness: _____

Ms. Judith Clark

UPPER PERKIOMEN SCHOOL DISTRICT SCHOOL CALENDAR 2017 - 2018

ATTACHMENT C

DRAFT

August 2017

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

September 2017

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

October 2017

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

November 2017

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

December 2017

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

January 2018

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

		<u>Student Days</u>		<u>Teacher Days</u>
August				
22, 23, 24	In-Service Days			
28	First Student Day	4		7
September				
1, 4	Labor Day Break			
29	Three-Hour Early Dismissal	19		19
October				
20	Two-Hour Early Dismissal	22		22
November				
7	In-Service Day			
20, 21	Parent-Teacher Conferences			
22, 23, 24	Thanksgiving Break	16		19
December				
15	Three-Hour Early Dismissal			
25-29	Winter Break	16		16
January				
1	Schools Closed			
15	Martin Luther King Day			
29	In-Service Day	20		21
February				
16	Two-Hour Early Dismissal			
19	President's Day	19		19
March				
12	In-Service Day			
28, 29, 30	Spring Break	18		19
April				
2	Spring Break	20		20
May				
25	Three-Hour Early Dismissal			
28	Memorial Day	22		22
June				
8	Graduation			
8, 11, 12	Half Day			
12	Last Student Day			
13	In-Service Day	8		9
		184		193

February 2018

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

March 2018

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

April 2018

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

May 2018

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

June 2018

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

- = School Closed
- = In-Service (No Student Day)
- ◇ = Three-Hour Early Dismissal
- ▲ = First Student Day
- ◊ = Half Day
- ⊕ = Graduation / Half Day
- ♥ = Last Student Day / Half Day
- ◻ = Parent / Teacher Conferences (No Student Day)
- ★ = 2 Hour Early Dismissal

If schools are closed due to inclement weather or emergencies, days will not be rescheduled unless there are more than three (3) days of school closings. The calendar will be revised in April to reflect 181 pupil days and 190 teacher days.