



**New Hope-Solebury School District  
Finance Committee Meeting  
January 19, 2017  
6PM—Upper Elementary School LGI**

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

**Agenda Items**

**Call to Order**

**Approve Minutes from December 14, 2016 Meeting**

**Accept New Members and Reaffirm Current Members of the Finance Committee**

**Approve the Mission Statement of the Finance Committee**

**Old Business**

- None

**New Business**

- 2016 - 2017 Budget
  - Fiscal Dashboard
  - Budget Transfers
- 2017 - 2018 Budget
  - Property Tax Elimination
  - Tax Collector Salary
- Contracts
  - New
    - ACA TaxTrack Software License Agreement
    - Austill's Rehabilitation Services, Inc.
    - Sungard K-12 - IEP Writer
    - BCIU - Canvas
- EDR Data - Form for Data Collection - Dr. Yanni

**Public Comment**

**Adjournment**



**New Hope-Solebury School District**  
**Finance Committee Meeting Minutes**  
December 14, 2016  
6:00PM— Upper Elementary School LGI

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### **Agenda Items**

**Attendance:**

- **School Board** – Mark Cowell, Neale Dougherty, Maria Povacz
- **Administration** - Andrew Lechman, Dr. Steven Yanni, Chuck Malone, Mike McKenna
- **Committee Members** – Rich Hepp, Jeff Kearney, Allison Kingsley, Stan Marcus, John O'Hara, Marcus Peckman, Ellen Stiefel
- **Public** - Bill Hamilton and Karianne Tomosky – Mayer Hoffman McCann P.C.

Mr. Dougherty called the meeting to order at 6:00PM.

Mr. Dougherty reminded the committee that per policy 006.2, all committee meetings are now being audio recorded.

The committee approved the minutes from the November 9, 2016 meeting with a motion made by Mrs. Stiefel and seconded by Mr. Cowell with the following amendment to the first item under New Business:

- Marcus Peckman requested that the Finance Committee discuss developing and proposing to the Board a written policy whereby all vendor contracts above a certain dollar amount require Administration to solicit, receive and consider at least two vendor proposals. The committee agreed that such a policy is considered a best practice and finalizing a policy recommendation should be an agenda item at an upcoming committee meeting.

**Old Business**

- None

**New Business**

- Mrs. Povacz informed the committee that she has stepped down as the chair of the committee due to work commitments. She thanked the committee for their work during the year she served as the chair of the finance committee.

➤ Presentation of Audit Report

- Bill Hamilton & Karianne Tomosky of Mayer Hoffman McCann P.C. provided the committee with a presentation summarizing the highlights of the audited financial statements for the year ended June 30, 2016. The audit process was much more efficient this year after the significant transition in business office staff from the prior year. The audit report was issued the beginning of November whereas last year wasn't completed until December. They have issued an unmodified opinion which is a clean audit or the financial statements are free from material misstatements. The presentation covered the sections of the audit report along with dialogue between the committee and the auditors. The most significant amount of questions arose around the internal control letter issued to the board of school directors. During the audit planning meeting Mr. Lechman requested that the audit cover a more in depth review of the district's capital asset records. This work identified 24 of 47 assets that could not be located. The majority of the assets that could not be located with very old and were fully depreciated. An example given was a wrestling mat from 1975. All current items were identified as per the district records. There was one material item that made up the majority of the \$500,000 in net book value of assets that were not identified. This item was entered prior to 1990 and the only information in the district's records was parking lot lights. After research and discussion with the Director of Operations the district could not identify what this asset referred to and believe it may have been entered in error many years ago. Due to the materiality of the item this a recommendation was made to management and the board of directors to perform a full physical inventory of capital assets. A number of questions and comments were provided in relation to this item:

- Request of auditors to reconsider the language in the internal control letter identifying this as a material weakness.
- Have the auditors reviewed capital asset records in the past which they described they review the annual changes which include additions and disposals. They confirmed that they do not ask annually if a physically inventory has been completed.
- Questions arose about if there is an issue with assets going unaccounted. Mr. Lechman confirmed that from the work that was done it appears to be an issue with the record keeping from many years ago. All current capital assets were accounted for.
- Mr. Lechman will bring information to next month's meeting confirming when the last physical inventory was completed.

Other Questions/Requests from this conversation included:

- Restricted Fund Balance – This was identified as a anonymous donation that was provided to the district to be used for a specific purpose during the 16-17 school year.
- Food Service – Status at a future meeting on the current status of the department and the breakfast program.

➤ 2016 – 2017 Budget

- Fiscal Dashboard – Mr. Lechman provided a brief summary of the fiscal dashboard for the 2016-17 year. YTD revenue is trending in line to slightly better than the same period in the prior year. YTD expenditures are also in line with the prior year at 34% of budget used.
- Budget Transfers – No budget transfers were presented this month.

➤ 2017 – 2018 Preliminary Budget Presentation – Mr. Lechman provided an overview of the preliminary budget. The recommendation will be made to the board of directors at the board meeting on Monday December 19 to approve a resolution authorizing a proposed preliminary budget displan and advertising. The preliminary budget reflects a tax increase of 4.0% which will require applying for referendum exceptions for expenditure increases in the area of special education and PSERS. The preliminary budget does not set a tax rate, but it is the only time in the process to apply for the opportunity to raise property taxes beyond the approved Act 1 index. The final budget can be approved with a tax increase up to the Act 1 index plus approved exceptions. Mr. Lechman reviewed, in detail, the changes from the first look of the budget which are all included in the budget packet provided to the committee. The preliminary budget is generating \$40,051,994 in revenue to fund \$40,967,905 in expenditures and utilizes \$915,911 of fund balance. This leaves a total fund balance of \$2,710,039 or 6.62% of expenditures. The multi-year projection is showing that the increase in expenditures continue to outpace the increase in revenues which is the work of the administration and the committee over the next six months toward the approval of a final budget in June.

- Discussion included the following topics
  - Act 153 – Land preservation frozen millage for eligible properties. This is estimated to be \$120,000 in lost revenue for the district in 17-18 and will continue to grow into the future as millage increases and more properties are approved. The committee agreed that there is interest in learning more about this agreement, its benefits and the process to eliminate this if the Board so desires to do. Mr. Lechman will work with Mr. Marcus to secure a member of the land preservation committee to attend a future finance committee meeting to discuss this item.
  - The committee discussed the plan to close the growing gap between expenditures and revenues to get back to a structurally balanced budget.
    - Dr. Yanni provided a high level overview of the items that the district is currently working on regarding expense management.
    - Mr. Peckman suggested identifying strategic initiatives as ideas to supplement the tactical expense management items.
      - Legislators, tax assessors as examples.
      - Reassessment of property at time of sale

- Mr. Dougherty discussed the issue of hold harmless related to state funding.
- EDR Data – Form for Data Collection – Dr. Yanni provided an update on the process of EDR data collection.
  - Discussion confirmed that we will begin to collect data on attendance, gate receipts, etc.
- Contracts
  - New
    - Dr. Yanni provided an overview of the Sweet, Stevens, Katz and Williams contract to be utilized for Special Education Services. Currently spending a lot of money on out of state tuitions and associated transportation costs. Current legal counsel special education lawyers have not been providing services to our satisfaction. Recommending this firm for their expertise is special education arena and at a lower hourly rate than our current solicitor.
  - Renew
    - BCIU – Homestead Notice Mailings – Part of the annual Act 1 Budget timeline includes the responsibility of a school district to send a mailing to all eligible homeowners for the homestead/farmstead exemption by December 31. All Bucks County school districts utilize the Bucks County Intermediate Unit to complete this task. They have a process set up to receive the data from the county and then print and mail these notices. NHSD has 1,286 eligible properties and based on the fee schedule the total costs will be \$805.

### **Public Comment**

- Public comments were made throughout the meeting and captured as part of the write-up for each agenda item.
- Update on borough permit fees – Dr. Yanni
- Facilities usage fee recommendation to the board. This will generate some additional revenue, but the primary goal is to level the playing field for all organizations that use our facilities.
- Accepting F1 Visa students – We have one potential student
- Transportation – Reduce busing which we accomplished with a reduction of 2 buses. Needed to add the buses back in for homeless students required by the McKinney Vento Act.

### **Adjournment**

- A motion was made to adjourn the meeting at 8:10pm and was unanimously approved.

Respectfully submitted,

Andrew Lechman  
Business Administrator

## Finance Committee Committee List

January 2017

### Board

- Chair – Neale Dougherty
- Mark Cowell
- Maria Povacz

### Administration

- Andy Lechman
- Dr. Steve Yanni

### Non-Board

- Richard Hepp
- Jeff Kearney
- Stanley Marcus
- John O'Hara
- Marcus Peckman
- Ellen Stiefel

## 005-BOG-2. FUNCTIONS OF STANDING COMMITTEES

New Hope-Solebury School District has five (5) standing committees: Community Engagement, Curriculum Advisory, Facilities, Finance, and Policy. The functions of these committees are:

### **Finance Committee**

Mission: It shall be the mission of the Finance Committee to assist the Board of School Directors of New Hope-Solebury School District with planning and making decisions on all matters relating to finance by reviewing financial accounts of the District and making recommendations thereon.

Principles: The Finance Committee shall review and make recommendations to the Board of School Directors of New Hope-Solebury School District on all areas of financial policy, including but not limited to:

- a. annual budgeting process and forecasting,
- b. financial activities for capital projects and operating activities,
- c. cash management,
- d. negotiation of large vendor contracts,
- e. the financial impact of all contracts,
- f. the reports of the School District Secretary and School District Treasurer concerning the financial status of the School District,
- g. the transfer of any School District funds, and
- h. recommend the proposed annual budget prepared by the School Administration prior to its presentation to the Board.

The Finance Committee shall provide financial review, analysis, and opinion, and shall propose frameworks or roadmaps for completing any and all financial or budget related projects.

Role: The Finance Committee shall recommend to the Board of School Directors of New Hope-Solebury School District any actions to be taken in the best interest of the financial stability and growth of the District. The Finance Committee will gain an understanding of issues and provide meaningful recommendations to the Board of School Directors of New Hope-Solebury School District for policy changes to enable financial improvement. The Finance Committee works in partnership with individuals from both campuses and community stakeholders in developing District-wide policies and making decisions that are needed and are aligned with the School District's mission, goals, and priorities. The Finance Committee will debate any issues and recommend decisions, actions, and policies to the Board of School Directors of New Hope-Solebury School District to ensure compliance with federal, state, and local laws while adhering to the principles outlined in this Mission Statement. These recommendations will be based on current research best practices, and innovative new ideas. All recommendations shall be reached by consensus, or a vote of a simple majority of the total Finance Committee members, after thorough discussion and deliberation. The group consensus or voting of the Finance Committee will be summarized and presented to the Board of School Directors of New Hope-Solebury School District for review and vote.

**New Hope - Solebury School District**  
**2016 - 2017 Fiscal Dashboard - Current Projections**  
**December 30, 2016**

	15 -16 Budget	15-16 Actual	15-16 YTD	15-16 YTD %	16-17 Budget	16-17 YTD	16-17 YTD %	15-16 YTD to 16-17 YTD
Beginning Uncommitted Fund Balance	5,131,939	5,131,939			4,332,021			
Committed Fund Balance - PSERS	1,200,000	1,200,000			700,000			
Total Beginning Fund Balance - July 1st	6,331,939	6,331,939			5,032,021			
<b>Revenues</b>								
<b>Local Revenue</b>								
Real Estate Taxes	25,555,657	25,419,912	25,335,139	99%	26,826,194	26,801,893	100%	1,466,754
Delinquent Tax	600,000	743,248	150,405	25%	600,000	162,050	27%	11,644
Transfer Tax	760,000	943,076	446,423	59%	760,000	442,360	58%	(4,063)
Earned Income Tax	4,000,000	3,749,681	1,470,430	37%	3,800,000	1,526,170	40%	55,740
Other Local Revenue	325,067	442,132	94,617	29%	322,817	91,295	28%	(3,322)
State Revenue - General	2,748,796	2,751,291	790,868	29%	2,794,910	1,683,229	60%	892,361
State Revenue - Retirement/FICA Subsidy	3,011,700	2,951,515	-	0%	3,331,452	495,779	15%	495,779
Federal Revenue	87,000	88,318	3,555	4%	269,515	36,990	14%	33,435
<b>Total Revenue</b>	<b>37,088,220</b>	<b>37,089,173</b>	<b>28,291,438</b>	<b>76%</b>	<b>38,704,888</b>	<b>31,239,765</b>	<b>81%</b>	<b>2,948,328</b>
<b>Expenditures</b>								
Salaries and Wages	18,028,630	18,033,385	6,901,125	38%	18,132,048	6,995,998	39%	94,873
Benefits & Taxes	9,910,508	9,874,902	3,760,761	38%	10,703,968	3,985,989	37%	225,228
Professional Services	2,621,497	2,043,782	1,325,525	51%	2,224,688	1,000,396	45%	(325,129)
Property Services and Utilities	814,443	723,598	315,811	39%	869,085	333,087	38%	17,276
Purchased Services	2,999,716	2,948,775	1,020,944	34%	3,348,823	1,180,651	35%	159,707
Supplies, Books, Software and Fuel	1,240,917	800,642	607,833	49%	1,001,978	392,984	39%	(214,849)
Equipment	275,606	117,641	78,731	29%	236,771	81,796	35%	3,065
Interest, Fees, and Dues	654,633	669,993	305,582	47%	971,913	388,706	40%	83,124
Principal and Transfers	3,172,504	3,176,373	2,152,071	68%	2,621,686	2,156,316	82%	4,245
<b>Total Expenses</b>	<b>39,718,455</b>	<b>38,389,091</b>	<b>16,468,383</b>	<b>41%</b>	<b>40,110,960</b>	<b>16,515,923</b>	<b>41%</b>	<b>47,540</b>
ACTIVITY FOR YEAR	(2,630,235)	(1,299,918)			(1,406,072)	14,723,842		
PROJECTED ENDING UNCOMMITTED FUND BALANCE	3,001,704	4,332,021			2,925,949			
Fund Balance Percentage of Expenditures	7.56%	11.28%			7.29%			
PROJECTED ENDING COMMITTED FUND BALANCE	700,000	700,000			700,000			
TOTAL ENDING FUND BALANCE - JUNE 30TH	3,701,704	5,032,021			3,625,949			

**Fiscal Dashboard - 2016-2017 Projections Highlights**

2016-2017 Current through December 31, 2016

**Revenue**

- Real Estate Taxes came in right in line with expectations - Balance to collect is related to interim property taxes
- Delinquent/Transfer Tax/EIT trending in line with prior year
- Received 81% of revenue to date as compared to 76% in the prior year - Primarily due to State funds

**Expenses**

- Overall expenditures are in line with the prior year on a percentage used to budget year to date. 41% current year to 41% prior year.



New Hope - Solebury School District  
2017 - 2018 Fiscal Dashboard - Future Projections  
December 30, 2016

	17-18 Budget	Change from 16-17	18-19 Projection	19-20 Projection	20-21 Projection
Beginning Uncommitted Fund Balance	2,925,949		2,010,040	655,619	(1,146,097)
Committed Fund Balance - PSERS	700,000		700,000	700,000	700,000
Total Beginning Fund Balance - July 1st	3,625,949		2,710,040	1,355,619	(446,097)
<b>Revenues</b>					
<b>Local Revenue</b>					
Real Estate Taxes	27,948,548	1,122,354	28,520,352	29,079,342	29,674,247
Delinquent Tax	600,001	1	600,001	600,001	600,001
Transfer Tax	760,000	(0)	760,000	760,000	760,000
Earned Income Tax	3,750,001	(49,999)	3,750,001	3,750,001	3,750,001
Other Local Revenue	321,289	(1,528)	321,289	321,289	321,289
State Revenue - General	2,793,453	(1,457)	2,782,653	2,782,653	2,782,653
State Revenue - Retirement/FICA Subsidy	3,659,190	327,738	3,933,765	4,166,134	4,316,046
Federal Revenue	219,515	(50,000)	69,515	69,515	69,515
<b>Total Revenue</b>	<b>40,051,996</b>	<b>1,347,108</b>	<b>40,737,575</b>	<b>41,528,934</b>	<b>42,273,751</b>
<b>Expenditures</b>					
Salaries and Wages	18,614,045	481,997	18,916,200	19,405,206	19,907,214
Benefits & Taxes	11,497,343	793,375	12,284,123	13,000,618	13,567,166
Professional Services	2,165,480	(59,208)	2,165,480	2,165,480	2,165,480
Property Services and Utilities	397,261	(471,824)	397,261	397,261	397,261
Purchased Services	3,471,883	123,060	3,516,377	3,561,910	3,608,508
Supplies, Books, Software and Fuel	1,488,748	486,770	1,488,748	1,488,748	1,488,748
Equipment	90,960	(145,811)	90,960	90,960	90,960
Interest, Fees, and Dues	1,067,186	95,273	1,147,841	1,089,805	1,019,710
Principal and Transfers	2,175,000	(446,686)	2,085,007	2,130,662	2,200,111
<b>Total Expenses</b>	<b>40,967,905</b>	<b>856,945</b>	<b>42,091,996</b>	<b>43,330,650</b>	<b>44,445,158</b>
ACTIVITY FOR YEAR	(915,909)		(1,354,421)	(1,801,716)	(2,171,407)
PROJECTED ENDING UNCOMMITTED FUND BALANCE	2,010,040		655,619	(1,146,097)	(3,317,504)
Fund Balance Percentage of Expenditures	4.91%		1.56%	-2.65%	-7.46%
PROJECTED ENDING COMMITTED FUND BALANCE	700,000		700,000	700,000	700,000
TOTAL ENDING FUND BALANCE - JUNE 30TH	2,710,040		1,355,619	(446,097)	(2,617,504)

Assumptions

Revenue

- Act 1 Index - 4.00% in 17-18 and 2.0% beyond
- EIT reduced by \$50,000 to match trend of prior 2 years
- State - Education subsidy amount adjusted to reflect current state subsidy amount per 15-16 approved budget
  - Retirement/FICA subsidy increase with Expenditure increases

Expenditure

- 17-18 is reflecting all actual salary increases per the current salary schedule - Teachers Contract expiring June 30, 2017
- PSERS Expense adjustment to only calculate PSERS eligible salary - Removed Retiree and Benefits waiver payments
- Charter School payments increased to match current enrollment.
- Beyond 17-18 Salary - Average increase of 3%
  - Average increase of 3%
  - Payroll Benefits - 3% to match salary increase
  - Medical - 6% increase
  - Retirement - Increase based on PSERS schedule
  - Insurance - Increase 3% per year
  - Debt Service - Matches current debt projections

## Property Tax Elimination

Information was received from PASBO on January 12, 2017 regarding the reemergence of property tax reform. This document is a summary of what we know so far. There are supplemental documents included with further information from PASBO. We will continue to keep the finance committee and Board updated as more information becomes available.

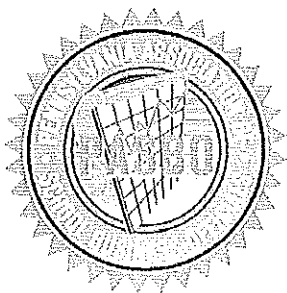
### What we know:

- Both chambers of the General Assembly (in particular the Senate) have indicated that school property tax elimination will be a priority issue in the new session. The Governor has also indicated his interest in school property tax reform.
- In the Senate, which narrowly defeated a school property tax elimination bill last session by a single vote (a 24-24 tie vote with the tie breaking vote being cast by Lieutenant Governor Stack), the prime sponsor of the legislation has indicated that the measure has sufficient support in the Senate to pass this session. We concur with this assessment since we know that several opponents of the legislation have left the Senate and have been replaced by known supporters of school property tax elimination.
- The prime sponsor of the legislation in the Senate (Senator Argall, R-Schuylkill) has written to all members of the Senate that his proposal (not yet introduced) will eliminate ALL SCHOOL PROPERTY TAXES EFFECTIVE JULY 1, 2017 (except for property taxes necessary to pay for debt service existing on December 31, 2016). No Bill has been introduced yet.
- Recommend districts be prepared to have a 2017-18 budget that anticipates a prohibition on school property tax (except for the amount of millage you need to pay existing debt service). Except for the purpose of paying EXISTING debt service, increased taxes at the state level—the Personal Income Tax (PIT) and the Sales and Use Tax (SUT)—will provide property tax replacement funding for districts.
- Advocacy – Now is the time to take action and talk to your legislators.

The recommendation is to be prepared to create a budget that anticipates a prohibition on school property taxes, however there is no information available on how to accomplish this. My only recommendation is to create a budget with a new line item for state allocation that factors in property tax at the same level as the current year (16-17).

### Immediate Concerns:

- Level of Funding – There is no guidance as to what the calculation would be to determine how much funding each district would receive. Even if the legislation confirms level funding we are anticipating a 3.75% tax increase in the budget generating \$1.1M in new tax revenue to fund the budget structural deficit. This would create an additional \$1.1M of budget gap that needs to be closed.
- Campus Revitalization Project – Bill explicitly states that school districts will be prohibited from incurring new debt without a referendum. We still have approximately \$7M to borrow to fund this project.
- Cash Flow – There is no information about the timing of when school districts would receive the new state allocations. The majority of tax revenues are received in July and August which funds expenditures that continue 12 months a year.



## Pennsylvania Association of School Business Officials

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*For Immediate Release*

January 16, 2017

Contact: Jay Himes, Executive Director, (717) 350-8593 (cell) or [jhimes@pasbo.org](mailto:jhimes@pasbo.org)  
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### **SCHOOL PROPERTY TAX ELIMINATION? NOT FOR MANY.**

HARRISBURG (1/16/2017)—Only 2% of the state's 500 school districts will be able to completely eliminate school property taxes under proposed legislation according to an analysis prepared by the PA Association of School Business Officials (PASBO) using the most recently available data from 2014-15. Some school property taxes will remain in 488 districts due to the requirement in the property tax elimination proposal that existing school district debt be paid off with property tax revenue.

The proposed school property tax elimination legislation allows retention of school property taxes for payment of existing debt. When the debt is paid off, the authority to levy the property tax is removed. While a portion of school property taxes will remain in place until the debt is paid off, school district bonds are typically paid back over 20 years.

Two-hundred-fifteen school districts (43% of all districts statewide) will retain at least 20% of their existing school property tax, and 23 districts will keep at least 50% of their current property tax to pay for existing debt. A few school districts will still need all or nearly all of their current property tax levy to fund existing debt payments.

As a result, taxpayers in some districts will pay simultaneous increases in the state personal income tax and sales and use tax while still paying school property taxes. In these districts, taxpayers will be subject to double taxation, paying significant state tax increases while continuing to pay some or all of their current school property tax bill and all of their county and municipal property taxes.

"While the school property tax elimination bill promises a lot, it fails to deliver true property tax elimination for many taxpayers" said Jay Himes, PASBO Executive Director. "While this massive shift of more than \$12 billion statewide will create winners, it will also create many losers who will send more tax dollars to Harrisburg and continue to pay school property taxes" Himes added.

School districts such as Reading School District, the 5<sup>th</sup> largest school district in the state with 18,000 students and the third lowest in the state in median household income, will maintain virtually all of their current property taxes to cover existing debt while taxpayers pay increases in personal income and sales taxes.



## Implications of Property Tax Elimination

**DISPARITY IN EDUCATION FUNDING.** Property tax elimination locks in the inequity in education funding across the state. Due to the dramatic differences in state support for education across districts, property taxes have had to generate revenue necessary to fund education. Some districts rely on local property taxes to provide local revenue of about \$1,000 per student, while other districts more heavily reliant on property taxes generate nearly \$24,000 per student at the local level. Instead of addressing this disparity, however, property tax elimination locks it in, requiring the state to distribute to each district the equivalent of their local property tax revenue. Under elimination, if all the state and local dollars are collected and distributed by the state, the state will give more than \$2,400 per student to one school district and nearly \$28,000 per student to another. How does the state argue that some students are worth more than others?

**SAY GOODBYE TO THE NEW FORMULA.** After months work by the Basic Education Funding Commission, a bipartisan recommendation and a nearly unanimous new formula enacted via Act 26 of 2016, property tax elimination would undo it before it had a chance to remedy the inequity it was designed to address. The entire structure of the new formula hinges on district factors, such as local tax effort and local tax capacity. With property tax elimination, these factors would be rendered meaningless, making the formula mathematically unworkable. Without a formula, we'll exacerbate the inequity in school funding and go back to funding schools based on political whim.

**SIX COUNTIES GET MOST OF THE MONEY.** Unless your school district is in Allegheny, Bucks, Chester, Delaware, Montgomery or Philadelphia County, it's unlikely much of your increased PIT or SUT will actually find its way to your school district. To replace the property taxes levied by all school districts, the highest of which are generally levied in these counties, a large portion of the state dollars collected under an elimination proposal will flow to the school districts in just 6 counties. This means that education funding is no longer local and your tax dollars are likely to be shipped across the state to benefit students hundreds of miles away.

**SCHOOL FUNDING LAWSUIT READY TO HAPPEN.** While there is already one lawsuit awaiting a decision by the PA Supreme Court on the justiciability of school funding issues, should the court determine that the court can hear the case, the inequity in the current system alleged by the plaintiffs is nothing in comparison to what it would be if property taxes were eliminated when the state will be sending one district \$5,100 per student and another nearly \$28,000 per student. If the issue is determined to be justiciable, then expect more lawsuits to come.

**SOME RESIDENTS WILL CONTINUE TO PAY SIGNIFICANT AMOUNTS OF SCHOOL PROPERTY TAX.**

Despite the fact that the elimination proposal touts the elimination of school property taxes, it actually maintains school property taxes in most districts for a long period of time to pay off debt in existence on December 31, 2016. For those districts that receive significant state funding and have relatively low local revenue, the amount of property taxes residents will continue to pay is substantial. In 215 school districts, at least 20% of the current school property tax bill will continue to be levied to pay off these debts. In 24 school districts, at least 50% of the current school property tax bill will continue to be levied to pay off these debts. There are even some school districts in which local taxpayers will continue to pay 100% of their school property taxes for years until the debt is paid off.

**DOUBLE TAXATION ON THE POOREST CITIZENS.** The residents in some of Pennsylvania's poorest school districts will be hit the hardest by property tax elimination. Not only will they not have their property taxes eliminated—many will maintain more than 50% of their current property taxes—but they will also be paying the increased PIT and SUT, which will be shipped out of their community to subsidize the education in some of the wealthiest school districts in the state. This proposal is nothing more than robbing Peter to pay Paul.

**DISTRICT CASH FLOW PROBLEMS.** With the expiration of a school district's ability to levy a property tax occurring on July 1, 2017 (with the exception of that for debt service), it will be nearly impossible for school districts to open their doors and pay their bills for 2017-18. School districts will face serious cash flow problems until the state is able to provide them with revenue from the increase PIT and SUT, a process which is likely to take 24 months. How will school districts operate in the absence of funding? Will the state provide all revenue necessary to ensure they can keep their doors open?

**NO NEW DEBT MAKES CASH FLOW WORSE.** The cash flow problems under elimination are bad enough (as the bill doesn't even provide a timeline for distribution of revenue to school districts), but the prohibition on the ability of a school district to incur any new debt makes it impossible for a district to respond to the financial chaos of elimination. This prohibits a district from borrowing money to keep its doors open while it waits for state revenue and prohibits a district from borrowing money to fixing a dead HVAC system. Allowing new debt only with referendum will ensure that school districts of all shapes and sizes across the state fall into financial distress. Will the state bail them all out?

**DISPROPORTIONATELY HARMS SCHOOL DISTRICTS WITH HIGH DELINQUENT TAXES.** Under property tax elimination, school districts will receive an amount equal to the property taxes they collected in 2016-17—not an amount equal to what they levied in property taxes. As a result, those school districts with high proportions of delinquent taxes—some of the poorest school districts in the commonwealth—would be disproportionately harmed. For these school districts, they would receive no corresponding state funding for the amount of outstanding delinquent taxes, and would forever forego that revenue.

**LETS DELINQUENT TAXPAYERS OFF THE HOOK.** By prohibiting a school district from levying, assessing or collecting property taxes after June 30, 2017, delinquent taxpayers appear to be off the hook. In some school districts, it takes years to collect delinquent taxes, but the blanket prohibition means that those taxpayer would never have to pay and that school districts would never receive state funding to make up for those delinquent revenues.

**TAX SHIFT FROM BUSINESSES TO INDIVIDUALS.** Eliminating property taxes across the board means that the property tax burden carried by businesses will be shifted to individuals in the form of increased PIT and SUT. Across Pennsylvania, businesses are currently paying approximately \$2.75 billion in property taxes, which will be shifted away from those businesses. Property tax elimination gives Walmart a free ride at the expense of individuals and small businesses.

**MAINTAINS \$5 BILLION IN COUNTY/MUNICIPALITY PROPERTY TAXES.** This property tax elimination bill doesn't actually eliminate property taxes. Instead, it eliminates only school property taxes (and not all at once, as taxes to pay outstanding debt remain in place), leaving approximately \$5 billion in other local government property taxes still on the table. In many areas across the state, property tax payers are

paying more in property taxes to other local governments than to their school districts. These county and other local property taxes will remain, and will increase, despite the elimination of school property taxes.

**STATE MUST COVER COSTS OF ALL NEW MANDATES.** The state will be unable to send even \$1 of additional costs to school districts without picking up the tab. With no ability to generate revenue to cover current costs, there is no way school districts will be able to cover new mandates. Any bill requiring teacher training, program offerings, additional reporting, even health and safety measures—anything—will result in additional school district costs. State dollars will need to accompany all new mandates or districts will have to cut programs, and with the comprehensive reforms required under ESSA on the horizon, this is a problem that the state will have to tackle sooner rather than later.

**SCHOOL DISTRICTS LOSE MONEY ON TAX COLLECTION.** While property taxes will be “eliminated,” most school districts will be sending out property tax bills to cover their outstanding debt service for several years. In those school districts with locally elected tax collectors that are paid per bill, the cost of tax collection just increased dramatically in comparison to the total amount being collected.

**STATE CONTROLS COLLECTIVE BARGAINING.** Property tax elimination removes all local control and funding authority of a school district and its school board. As a result, school districts will have no ability to hire new teachers, negotiate new contracts or fund an existing contract. The state will either have to change or eliminate collective bargaining rules and take over this role for each and every school district, which is likely to result in a significant cost to the state. Have fun fact-finding!

**DETERIORATING PA SCHOOLS.** With no ability to raise revenue to cover needed construction projects, roofs will leak, HVAC systems will fail, technology will fall far behind, parking lots will crumble and school districts will be unable to do anything about it. The state will be on the hook to cover the cost of all necessary maintenance and every needed renovation in school districts. While most districts are likely to defer maintenance under the unreasonable constraints of property tax elimination, what happens after 25 years of neglecting school facilities?

**CUTS TO EDUCATION JUST TO COVER MANDATED PSERS AND CHARTER SCHOOL COSTS.** PSERS and charter school costs increase significantly each year. Property tax elimination will not provide school districts with enough revenue to even begin to cover just these two rising costs. And with no ability to control these costs, let alone others such as special education, school districts will have to cut their way out of the annual increases, harming students to pay for these mandated costs.

**WINDFALL TO THE FEDS.** The elimination of property taxes will mean that approximately \$600 million will be sent to the federal government each year through lost federal income tax deductions for real estate taxes. More Pennsylvania money will go to Washington D.C. than ever before, meaning that there will be hundreds of millions of dollars less to be used to generate additional sales tax revenue.

**NO MORE CLEAN AND GREEN.** For years, taxpayers paid higher tax rates to fund the Clean and Green program, giving taxpayers with eligible properties a break on taxes to incentivize agriculture and green spaces, with the idea that the taxes would be paid in the future upon sale. What happens to these agreements? Are taxes due upon sales of these properties? If so, who are the taxes paid to? If these taxes are forgiven, will this result in sales of these properties and reductions of green spaces? Can we still incentivize such property maintenance without property taxes?

**WHO NEEDS LOCAL CONTROL?** With the elimination of property taxes, comes the total elimination of taxing authority by locally elected school boards and a total undercutting of local control. As a result, locally elected school board members—individuals locally elected by their communities to make the important decisions, including funding decisions, about how to run and operate the district's schools—will be rendered useless. The state will oversee and second guess every decision made by a school board. This elimination of local control and focus on big government for education flies in the face of over 100 years of PA tradition.

**A RECESSION WILL SPELL TROUBLE.** During the next severe recession, which eventually will occur, PIT and SUT revenues will take hit, spelling disaster for school funding. Unlike property tax, which is a stable base, PIT and SUT will be impacted negatively during and following a recession. Since school districts will have no ability to generate meaningful revenue to balance the impacts of a recession—or even to cut their way out of significant declines in PIT or SUT, the state will be required to find revenue to make school districts whole during any and all financial downturns.

**UNJUSTIFIED COSTS FOR SCHOOL DISTRICTS.** School districts that levy a per capita tax generally send those invoices with their property tax bills, and the collection process for those taxes is the same as the property tax collection process. Without property taxes, how can a school district justify a \$5 or \$10 per capita tax when the administrative costs per dollar will skyrocket? With no authority to replace the per capita tax revenue, school districts will lose even more than just property tax revenue through property tax elimination.

**PA RESIDENTS PICKING UP THE TAB.** There are many districts in which out-of-state residents pay a large portion of a school district's total property tax revenue. By eliminating property taxes across the board, the property tax dollars currently coming from non-PA residents will have to be made up by PA residents. In some districts, this means that a quarter or more of their total tax levy will need to be replaced by PA taxpayers.

**SCHOOL DISTRICT BOND RATINGS TANK.** With no ability to raise property tax revenue and complete dependence on the state for funding, school district bond ratings will decrease (S&P has already foreshadowed this). Additionally, as school districts are forced to spend down their fund balances to pay for rising costs not covered by state funding, bond ratings of every school district will tank.

**VERY RAINY DAY FUND NEEDED.** Under a property tax elimination plan, the state will need a very large rainy day fund to stabilize the greatly increased economic volatility that will be inherent with a switch to PIT and SUT. Without an enormous fund, the commonwealth's school finance policy will ride the whims and tide of the economy, making it unpredictable to deal with annually for the state and providing zero consistency for school districts—especially at a time where school districts are being asked to implement significant changes to education policy under ESSA.

**STATE BUDGET TIMELINE DOESN'T WORK.** Under property tax elimination, the state's budget process itself must change. Under elimination, a district will have no other options for funding once a state budget is passed, so districts must have time following the approval of the state budget to make necessary changes to educational programs and services for that year (which could include significant cuts). The current process, which requires districts to put together their budgets in winter and early spring is useless and no longer viable.

**INCREASED COSTS FOR OTHER LOCAL GOVERNMENTS.** With property tax elimination, there is no need for school districts to be involved in the process of assessments or assessment appeals. Those costs, which were mostly borne by school districts, will now be shifted to other local governments, placing a new and large cost on their plates, and potentially meaning that they have to increase their property taxes, the exact opposite of the intended effect of any elimination proposal.

**TAX DOLLARS ARE BEING SIPHONED AWAY FROM EDUCATION.** Under the elimination proposal, some of the dollars generated for the purpose of replacing local property taxes with the increased PIT and SUT will be siphoned away from school districts. Over \$250 million of the new revenue collected to replace school property taxes will actually be sent to the Transportation Assistance Fund and not to local school districts. How many other competing interests will siphon money away from education?





## Implications of Property Tax Elimination for Parents

**PROPERTY TAX ELIMINATION MEANS CUTS ARE IMMINENT.** Property tax elimination will create significant financial challenges for school districts, giving them no option but to respond to these challenges through cuts to programs, services and staff. With no ability to raise needed revenue to respond to district needs, when special education costs increase, when enrollment increases or when the middle school HVAC system fails, the district will have no option but to cover those necessary costs through cuts. Education will suffer.

**PROPERTY TAX ELIMINATION KILLS LOCAL DECISIONMAKING.** With the elimination of property taxes, comes the elimination of virtually all local control that is the hallmark of Pennsylvania school district governance. School boards, parents and communities will no longer have any authority to make decisions that impact the educational, extracurricular or other programming at the school district. Without this authority, school districts will not be able to add new academic programs, increase staffing or implement extracurricular programs to respond to the needs of their students, and education will become a state-driven, one-size-fits-all approach in 500 school districts.

**PROPERTY TAX ELIMINATION LOCKS IN INEQUITY IN EDUCATION FUNDING.** If property tax elimination is approved, the state will send one school district \$5,100 per student in total state funding, while another school district will receive nearly \$28,000 per student in total state funding. The state will be picking educational winners and losers, indicating that to Harrisburg, some of Pennsylvania's students are worth more than others.

**PROPERTY TAX ELIMINATION MEANS SCHOOLS MAY STRUGGLE TO OPEN THEIR DOORS.** The massive shift to increased personal income and sales taxes to replace school property taxes can't happen overnight. If school districts can't levy a property tax after June 30, 2017, many school districts won't have the revenue (since the state hasn't implemented the increased taxes yet and since districts will be prohibited from borrowing) to open their doors to students in September. What happens to students' education while the state sorts out the administrative chaos created from this shift?

**PROPERTY TAX ELIMINATION MEANS SCHOOLS WILL DETERIORATE.** The health and safety of students and staff should be of utmost importance, but under property tax elimination, most school districts will have no ability to respond even to the most critical of school building maintenance needs. With no ability to raise revenue or even incur debt, most school districts won't be able to replace a leaking roof, update school security infrastructure, fix a faulty heating system or even pave a parking lot. As a result, schools will deteriorate to the detriment of students and their ability to learn.

**IT DOESN'T ELIMINATE SCHOOL PROPERTY TAXES.** Property tax elimination maintains school property taxes to pay off school district debt. Taxpayers in over 40% of school districts will maintain at least 20% of their current school property tax bill—in addition to paying more in statewide personal income tax and sales tax. Taxpayers in 24 school districts will maintain at least 50% of their current property tax bill, and taxpayers in some districts will continue to pay 100% of their current school property tax bill even after an elimination bill passes.



## Implications of Property Tax Elimination for Taxpayers

**LOCAL TAX DOLLARS DON'T STAY LOCAL.** Unless your school district is in Allegheny, Bucks, Chester, Delaware, Montgomery or Philadelphia County, it's unlikely much of the increase in personal income or sales tax you will pay under property tax elimination will actually find its way to your school district. To replace the property taxes levied by all school districts, a large portion of the new state dollars collected will flow to the school districts in just 6 counties. This means that education funding is no longer local and your tax dollars are likely to be shipped across the state to benefit students hundreds of miles away.

**IT DOESN'T ELIMINATE SCHOOL PROPERTY TAXES.** Property tax elimination maintains school property taxes to pay off school district debt. Taxpayers in over 40% of school districts will maintain at least 20% of their current school property tax bill—in addition to paying more in statewide personal income tax and sales tax. Taxpayers in 24 school districts will maintain at least 50% of their current property tax bill, and taxpayers in some districts will continue to pay 100% of their current school property tax bill even after an elimination bill passes.

**IT DOESN'T ELIMINATE OTHER LOCAL PROPERTY TAXES.** In addition to property tax elimination not eliminating school property taxes, it doesn't even touch county or other local government property taxes. This means that taxpayers will still be paying an ever-increasing \$5 billion in non-school property taxes each year.

**IT'S DOUBLE TAXATION ON THE POOREST CITIZENS.** The residents in some of Pennsylvania's poorest school districts will be hit the hardest by property tax elimination. Not only will they not have their property taxes eliminated—many will maintain more than 50% of their current property taxes—but they will also be paying the increased personal income and sales taxes, which will be shipped out of their community to subsidize the education in some of the wealthiest school districts in the state. This proposal is nothing more than robbing Peter to pay Paul.

**IT SHIFTS TAXES FROM BUSINESSES TO INDIVIDUALS.** Eliminating property taxes across the board means that the property tax burden carried by businesses will be shifted to individuals in the form of increased personal income and sales taxes. Across Pennsylvania, businesses are currently paying approximately \$2.7 billion in property taxes, which will be shifted away from those businesses. Property tax elimination gives Walmart a free ride at the expense of individuals and small businesses.

**IT GIVES A WINDFALL TO THE FEDS.** The elimination of property taxes means that approximately \$600 million will be sent to the federal government each year through lost federal income tax deductions. More Pennsylvania money will go to Washington D.C. than ever before, meaning that there will be hundreds of millions of dollars less to be used to generate additional sales tax revenue.

**WHO NEEDS LOCAL CONTROL, ANYWAY?** With the elimination of school property taxes, comes the total elimination of taxing authority by locally elected school boards and a total undercutting of local control. As a result, locally elected school board members—individuals locally elected by their communities to make the important decisions, including funding decisions, about how to run and operate the district's schools—will be rendered useless. The state will oversee and second guess every decision made by a school board. This elimination of local control and focus on big government for education flies in the face of over 100 years of PA tradition.

### Tax Collector Compensation

Act 1 Timeline – Every 4 years, municipal election year, the school district must approve the compensation for elected tax collectors. The language states that school board action is required to establish or change the compensation rate. 2017 is the next applicable year.

Current rates have been in place for the last 8 years:

- Solebury Township – \$31,809
  - Additional \$6.25 per collected installment payment
- New Hope Borough - \$ 9,850
  - Additional \$6.25 per collected installment payment

Recommendation – No increase to the tax collector compensation amounts for the years 2018 – 2022.

## ACA TaxTrack Software License Agreement

**THIS SOFTWARE LICENSE AGREEMENT** (the "Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Execution Date")

### BETWEEN:

AMCA Systems, LLC  
(the "Vendor")

### OF THE FIRST PART

And

New Hope-Solebury School District  
(the "Licensee")

### OF THE SECOND PART

### BACKGROUND:

The Vendor wishes to license computer software to the Licensee and the Licensee desires to purchase the software license under the terms and conditions stated below.

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

#### License

1. Under this Agreement the Vendor grants to the Licensee a non-exclusive, non-transferable, and non-sublicensable license (the "License") to use ACA TaxTrack (the "Software") for the tax year 2016 subject to the limitations and restrictions set forth herein. This License is valid for one Federal Employer Identification Number. Additional licenses are necessary for each Federal Employer Identification Number used in connection with the Software. No additional rights are granted by this License, and any rights that are not expressly granted by this Agreement shall not be implied. No transfer of ownership of the Software is intended by this Agreement.
2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Any rights that are not expressly granted by this Agreement shall not be implied. The License granted pursuant to this Agreement authorizes or permits only the actions and uses of the Software as defined herein. Except for the limited rights and License expressly granted hereunder, no other license is granted, no other use is permitted, and Vendor retains all right, title and interest in and to the Software including all intellectual

property rights such as, but not limited to, trademarks, technical information, copyrights, and the look and feel.

4. The Software will be accessed through a secure login and password and accessed through a third-party hosted environment. Licensee acknowledges that hosted environments can be inaccessible from time to time due to scheduled or unscheduled server outages and errors.
5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

#### **License Fee**

8. The purchase price of \$3,495.00 USD ("License Fee") paid by the Licensee will constitute the entire fee for the License and is the full consideration for this Agreement. This License Fee will cover the filing requirements for the 2016 tax year. Additional license fees will be due for each tax year after 2016 and beyond, to be separately agreed upon in writing. All data will be carried over from year to year provided the Software is used and consecutively licensed every year. To the extent that the license is not renewed for consecutive years, Vendor shall not be obligated to store or export any data.

The License Fee for ACA TaxTrack will cover the following functional requirements:

- 1) Accept employee data from the licensee with either manual entry or from a .csv text file with the proper fields and formats
- 2) Allow the licensee to update employee status manually or upload monthly payroll change files to identify employee changes
- 3) Allow employer to code all necessary IRS approved codes for each employer based on specific circumstances dictated by the Licensee
- 4) Map all entered data directly to IRS Forms 1095-C and 1094-C in a format available for printing for employee distribution
- 5) Electronic filing to the IRS
- 6) Importing of enrollment files from IBC and Aetna

Automated employee distribution options are available to be purchased by the Licensee at a cost of \$1.40 per 1095-C generated.

#### **Warranties, Limitation of Liability, and Disclaimers**

9. The Vendor warrants and represents that it owns the Software and has the right to enter into this Agreement. Licensee warrants and represents that it has the right to enter into this Agreement.
10. Vendor warrants that the Software will meet reasonable professional standards and will meet Licensee's needs, as understood between the Parties.
11. ALL OTHER WARRANTIES ARE WAIVED BY VENDOR, INCLUDING EXPRESS OR IMPLIED WARRANTIES AND WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE. ANY LIABILITY OF VENDOR FOR DEFECTIVE SOFTWARE WILL BE LIMITED EXCLUSIVELY TO, AS A MAXIMUM, A REPLACEMENT OF THE SOFTWARE OR THE ORIGINAL PURCHASE PRICE OF THE SOFTWARE. IN NO EVENT WILL VENDOR BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A REPRESENTATIVE OF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. Vendor will indemnify Licensee from any liabilities arising out of a claim that the Software, standing alone and without being combined with any other system, device, or process, infringes any third-party intellectual rights, provided that Licensee notifies Vendor of any such claim within thirty (30) days of Licensee being notified, and that Licensee provides Vendor with the option to defend the claim on behalf of Licensee.
13. ASIDE FROM THE INDEMNIFICATION AND WARRANTY PROVIDED IN THIS SECTION, LICENSEE ASSUMES THE ENTIRE RISK OF USING THE SOFTWARE. SHOULD LICENSEE INCUR ANY LIABILITY ARISING OUT OF ITS USE OF THE SOFTWARE, LICENSEE IS SOLELY RESPONSIBLE FOR SUCH LIABILITY.
14. The Vendor will not be liable for any tax assessments, interest, or penalties that may be assessed by any taxing bodies for the tax year for 2016 relating to any of the tax forms generated by the Software based on the data provided by the licensee.

### Acceptance

15. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon execution of this Agreement.

### User Support

16. The Licensee will be entitled to one year of phone support for problems experienced while using the Software, available 9:00 AM to 4:00 PM on regular business days with reasonable exceptions, at no additional cost.
17. The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for a period of one year from the date of Acceptance, or April 30, 2017, whichever is earlier.

### Term

18. The term of this Agreement will begin on Acceptance and will continue for a period of One year, or April 30, 2017, whichever is earlier.

### Termination

19. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement.

### Force Majeure

20. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

### Governing Law and Choice of Forum

AL

- ~~21. The Parties to this Agreement submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement and agree that, in the event an action is brought in the Commonwealth of Pennsylvania, they will waive any argument of lack of personal jurisdiction or improper venue. This Agreement will be enforced or construed according to the laws of the Commonwealth of Pennsylvania. Both parties waive any rights to remove any action brought in a court in Pittsburgh, Pennsylvania to a court outside that city.~~

### Miscellaneous

22. In recognition of the foregoing, Vendor agrees and covenants that it shall: (i) keep and maintain all Licensee data confidential using a commercially reasonable degree of care; (ii) use and disclose Licensee data solely and exclusively for the purposes of fulfilling its obligations under this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Licensee data for Vendor's own purposes or for the benefit of

anyone other than Licensee, in each case, without Licensee's prior written consent; and (iii) not, directly or indirectly, disclose Licensee data to any third party without express written consent from Licensee unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law.

23. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
24. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
25. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
26. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
27. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
28. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.
29. The failure of either party to enforce, in any one or more instances, any of the terms and conditions of this Agreement shall not be construed as a waiver of the future performance of any such term or condition.



IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Vendor: AMCA Systems, LLC

per: \_\_\_\_\_

\_\_\_\_\_  
Name of Vendor's Agent

\_\_\_\_\_  
Title of Vendor's Agent

Various  
Name of Licensee

per: \_\_\_\_\_

\_\_\_\_\_  
Name of Licensee's Agent

\_\_\_\_\_  
Title of Licensee's Agent

## **Austill's Rehabilitation Services, Inc.**

### **CONTRACT FOR SERVICES AGREEMENT**

This contract for therapy services ("Agreement") is made on September 27, 2016 by and between AUSTILL'S REHABILITATION SERVICES, INC. with offices at 100 John Robert Thomas Drive, Exton, PA 19341-2652 ("Austill's") and New Hope-Solebury School District, with offices at 186 West Bridge Street, New Hope, PA 18938 ("New Hope-Solebury").

#### **BACKGROUND**

Austill's has extensive background and expertise in providing occupational therapy, physical therapy, speech therapy and other specialized therapeutic healthcare services. New Hope-Solebury desires to obtain therapy services from Austill's which is willing to provide therapy services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Engagement. New Hope-Solebury engages Austill's to provide occupational therapy, physical therapy and speech-language services consistent with New Hope-Solebury's needs and requirements. Austill's agrees to provide such services through credentialed and experienced therapists.
2. Term. The term of the Agreement will commence on July 1, 2017 and continue through June 30, 2020 unless terminated by either party upon sixty (60) days prior written notice to the other party.
3. Professional Services. Austill's will furnish therapists to provide evaluation/consultation/treatment services as requested by New Hope-Solebury. Austill's therapists will prepare appropriate reports and documentation concerning the services rendered. Upon the specific request of New Hope-Solebury, Austill's therapists will be available to attend meetings and participate in IEP conferences. Austill's and New Hope-Solebury each represent that therapy services will be requested and provided, as the case may be, without regard to race, sex, creed, color, religion, handicap or national origin.
4. Qualifications. All therapists furnished by Austill's shall be properly credentialed and experienced with respect to the services required. Austill's will be responsible for providing appropriate documentation to confirm current malpractice insurance, state license (Occupational Therapy, Physical Therapy and if applicable Speech Language Clinicians), child abuse, criminal record

check and federal criminal history clearances and national certification (Occupational Therapy, only) with respect to all therapists furnishing services under this Agreement. Upon request, New Hope-Solebury may interview and approve/disapprove any therapist Austill's recommends for assignment within New Hope-Solebury.

5. Compensation/Reimbursement for Services. Austill's will be reimbursed at the following rate:


	Contract Year 1 (7/1/17 – 6/30/18)	Contract Year 2 (7/1/18 – 6/30/19)	Contract Year 3 (7/1/19 - 6/30/20)
OTR and PT per hour	\$64.00	\$64.00	\$64.90
OTR and PT per hour for group services billed at 5 minute increments with a maximum indirect group billing not to exceed the total direct group time	\$73.60	\$73.60	\$74.63
COTA/PTA per hour	\$53.00	\$53.00	\$53.74
COTA and PTA per hour for group services billed at 5 minute increments with a maximum indirect group billing not to exceed the total direct group time	\$60.95	\$60.95	\$61.80
Speech per hour	\$67.00	\$67.00	\$67.94
Speech per hour for group services billed at 5 minute increments with a maximum indirect group billing not to exceed the total direct group time	\$77.05	\$77.05	\$78.13

Reimbursement will include, but is not limited to, the following: on-site evaluation/consultation/treatment time; off-site follow-up documentation/consultation time; travel time between New Hope-Solebury schools; and travel time to and from one student per location. An itemized accountability form detailing specific student services rendered each month will be generated and furnished to New Hope-Solebury for each therapy service provided.

6. Billing Procedures. Austill's will invoice New Hope-Solebury for services on a regular basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor. Austill's is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between Austill's and New Hope-Solebury shall be that of independent contractor and principal. New Hope-Solebury shall not provide any other compensation or benefit to, or for the benefit of, any therapist(s) rendering services under this Agreement. Nothing contained in this Agreement will be construed to constitute Austill's, or any therapist providing services, as an employee or agent of New Hope-Solebury; nor shall Austill's or New Hope-Solebury have any authority to bind the other in any respect.
8. Coordination of Services. New Hope-Solebury will designate the individual(s) responsible for requesting, directing, coordinating and evaluating the therapy services to be provided to students on behalf of New Hope-Solebury. Until such time as Austill's is notified otherwise, Alyssa Marton, Director of Special Education will be responsible for such direction and coordination on behalf of New Hope-Solebury. Until such time as New Hope-Solebury is notified otherwise, Laura Gladden, M.Ed., OTR/L, Austill's Director of Operations, will serve as the primary contact person and initial coordinator for Austill's.
9. Restrictive Covenant. New Hope-Solebury agrees that it will not, directly or indirectly, employ or otherwise engage the services of any Austill's therapist referred or engaged to provide therapy services at any time during the term of this Agreement or for a period of one (1) year from the date this Agreement terminates. New Hope-Solebury further understands and acknowledges that each therapist assigned to provide services under this Agreement is also subject to the same restrictive covenant against accepting employment with, or otherwise rendering therapy services to New Hope-Solebury at any time during the term of this Agreement or for a period of one (1) year following termination.
10. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, which may have been entered into between them. This Agreement may be amended and/or modified only by a writing signed by the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed the day and year first above written.

AUSTILL'S REHABILITATION SERVICES, INC.

Signature: 

NEW HOPE-SOLEBURY SCHOOL DISTRICT

Signature: \_\_\_\_\_

# New Hope-Solebury School District



## Signing Instructions:

Thank you for selecting SunGard K-12!

Two original copies of the following documents have been signed by SunGard K-12 and included in this packet:

1. Addendum and Exhibits

Please sign and date the documents with pages flagged and return one signed original of each document to:

SunGard Public Sector LLC  
(d/b/a SunGard K-12)  
3 West Broad Street  
Bethlehem, PA 18018  
Telephone: 610-691-3616  
Toll Free: 866-905-8989  
Fax: 610-954-8378

Attn: David Madea, VP of Finance

Questions regarding this Agreement should be directed to:

Attn: Joe Sarnitsky  
Telephone: 866-905-8989 Ext. 27225  
Email: joe.sarnitsky@sungardps.com

To avoid delays in all correspondence, please provide billing and other pertinent information in the space below:

Address:

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Billing Attention:

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Other:

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Thank you!

CONTRACT NO. 2678

SunGard Public Sector LLC an FIS Company  
d/b/a "SUNGARD K-12" formerly known as SunGard Public Sector Inc.  
d/b/a SunGard K-12 Education

AMENDMENT AND ADDENDUM

**Client:**

New Hope-Solebury School District  
180 West Bridge Street  
New Hope, PA 18938  
Telephone: (215) 862-8191  
Fax: (215) 862-2906  
Attn: Alyssa Marton, M.S., B.C.B.A.,  
Director of Special Education

**Licensor:**

SunGard K-12  
3 West Broad Street  
Bethlehem, PA 18018  
Telephone: (610) 691-3616  
Fax: (610) 954-8378

SunGard K-12 and Client agree to amend their existing agreement, ASP 04, dated April 12, 2000 ("Agreement"), to add the following as attached hereto and part of this Amendment and Addendum.

**LIMITATIONS OF LIABILITY.**

I. FOR SOFTWARE LICENSE AND CONSULTING SERVICES RELATED THERETO WITH RESPECT TO EACH ORDER FORM, SUNGARD K-12'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE INITIAL LICENSE FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD K-12 UNDER THIS AGREEMENT.

II. FOR TERM LICENSES AND CONSULTING SERVICES RELATED THERETO WITH RESPECT TO EACH ORDER FORM, SUNGARD K-12'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE ANNUAL FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD K-12 UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

**Additional Definitions.**

"Appendix" means, a schedule attached to this Agreement that is marked as an "Appendix." The Appendices to this Agreement are identified serially.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Our warranty services and Our Maintenance program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs that is identified in any Exhibit or to an Order Form as a "Component System or "Licensed Software" "System" or "Licensed System". A Component System includes all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements, derivative works and enhancements to and all Intellectual Property Rights for that Component System.

"Consulting Services" means, to the extent applicable, the tasks and professional services to be provided to You by Us as specified in the applicable Order Form. By way of example, and not limitation, Consulting Services may include the following professional services: consulting services, managed services, installation services, training, value added services, custom programming assistance, and specialized support services.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date of the applicable Order Form or the anniversary of that Execution Date, and ending one (1) year thereafter.

"Custom Modification" means a change that We make at Your request to any Component System in accordance with a specification that We create, but without any other changes whatsoever by any person or entity. Each Custom Modification for which We are going to provide You with Improvements will be identified in the applicable Order Form.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Client has given Us enough information to enable Us to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Our control.

"Enhancements" means general release changes to a Baseline Component System or Custom Modification which increase the functionality of that Baseline Component System or Custom Modification.

"Execution Date" has two meanings: For this Agreement, the Execution Date is the latest date shown on the signature page of this Agreement; and for each Order Form, the Execution Date is the latest date shown on the signature page of that Order Form.

"Exhibit" means a schedule attached to an Order Form that is marked as an "Exhibit." The Exhibits to an Order Form will be identified in serial form.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases that We provide under an Order Form.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Maintenance" means using reasonable efforts to provide Client with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in the Exhibits.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Order Form" means a document that You and We will sign in each instance in which We are providing you with a license, or Consulting Services, or System Services, or Improvements for a Component System. Each Order Form is entered into pursuant to the terms and conditions of this Agreement, and may contain additional legal terms, and will always contain business terms – such as fees and payment schedules – for each licensing and services engagement. Each Order Form shall be



attached hereto as an Appendix identified in serial form

"Software" refers to those Component Systems in the aggregate that We have licensed to You.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"System Services" means the services to be provided to You by Us in connection with an Term License. The specific System Services will be provided for in the applicable Order Form.

"Term License" means a license for use of Software that We grant to You for a specified period. The duration of each Term License will be specified in the Order Form pursuant to which the Term License is granted.

## EXHIBITS TO ORDER FORM

### EXHIBIT A: PAYMENT SUMMARY AND SCHEDULE

### EXHIBIT B: LICENSED SOFTWARE AND SERVICES

1. Software as a Service (Term License)
  - i. IEPPLUS
2. Professional Services
  - i. IEPPLUS
  - ii. PLUS 360 Integration
  - iii. Third Party
3. System Requirements
  - i. IEPPLUS
4. Regulatory Reporting
5. Pricing Notes

### EXHIBIT C: MANAGED SERVICES

1. Software as a Service (Term License)
  - i. IEPPLUS

### EXHIBIT D: MAINTENANCE AND SUPPORT

1. Software as a Service (Term License)

All terms and conditions of the existing Agreement shall remain in effect (with the exception of any conditions, prices and payment terms indicated herein). For payment terms, refer to the payment schedule in Exhibit A. IF any provision of this Amendment conflicts with any provision of the Agreement, the terms of this Amendment will be controlling.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Addendum to be signed by its duly authorized officer.


New Hope-Solebury School District

SunGard Public Sector LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DocuSigned by:

  
50E73C948350416

PRINT NAME: \_\_\_\_\_

PRINT NAME: Adam R. Eberle

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: Chief Commercial Officer

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: November 1, 2016



**EXHIBIT B: LICENSED SOFTWARE AND SERVICES****1. SOFTWARE AS A SERVICE (Term License)**

(1)	<div>IEPPLUS</div> <div>Based on an Enrollment of 1200 Students</div> <div>Software as a Service</div>
	<b>Applications</b>
	IEPPLUS Base System
	System Configuration
	Demographics
	Referral and Eligibility
	Evaluations/Tests
	Meetings
	Placement/Services
	Suspensions/Discipline
	School Interoperability Framework (SIF) Agent

**IEPPLUS Footnote:**

- 1 Some additional network hardware components may be required at the client site at an additional cost. SunGard K-12 can work with the district to identify what if any network components would be required. All network devices are required to have registered or unique IP addresses.
- 4 Please see attachment for Regulatory Reporting.

Software as a Service is for an initial term of three (3) Contract Years. Continued Software as a Service after the initial three (3) Contract Year term is optional and will automatically renew for consecutive three (3) year periods, unless either party elects not to renew Software as a Service for the upcoming renewal term by notifying the other party in writing of non-renewal at least ninety (90) days prior to the expiration of the then-current term. Annual Software as a Service fees are subject to an annual adjustment.

## 2. PROFESSIONAL SERVICES

IEPPLUS Professional Services		
	Training Days	Price
(1) IEPPLUS Base System		
System Configuration		
Demographics		
Referral and Eligibility		
Evaluations/Tests		
Meetings		
Placement/Services		
Suspensions/Discipline		
Regulatory Reporting		
Regulatory Forms		
Integrated Reporting System		
Subtotal Proposed Services:	12.00	\$15,360

- 1 SunGard K-12 training methodology is based on a train-the-trainer methodology. SunGard K-12 led training is delivered to the Project Core Team and Functional Focus Groups comprised of limited building staff, with the remaining end users trained by District staff. SunGard K-12 led end user training is available on a time and materials basis and costs based on district size and needs, can be provided upon request.

Value Added Services	Days	Price	2nd Year Maintenance
(1) Remote Project Manager	Fixed Fee	4,200	N/A
Subtotal Proposed Services:		4,200	

- 1 The Remote Project Manager fee provides up to 21 hours of services. Standard Remote Project Manager services include: planning meeting, implementation schedule, periodic status calls, status reports, project closeout.

Client will not be entitled to a refund if the quoted hours are not rendered in full as quoted; however, Client understands and agrees that if additional hours are requested beyond what is quoted, any additional hours will be provided at our then current rates.

Data Conversion Toolkit	
Conversion includes Data Conversion Utility and Training	3,750
District Staff, District Organizations, Student Guardians, Student Important Date, Student Disabilities, Student Organizations, Student Placement, Student Services, Student Courses, Student Tests/Evaluations, Student Suspensions.	
Subtotal Proposed Services:	\$3,750

Data Conversion Toolkit includes:

- A Pre-defined and formatted spreadsheet that the school district populates with the appropriate data.
- A conversion utility that school district staff will use to load data from the spreadsheet to the IEPPLUS database.
- Time for SunGard K-12 technical staff to familiarize district staff with the data elements and conversion utility.
- Up to 12 hours of conversion assistance.

TOTAL IEPPLUS Proposed Services:	\$23,310
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PLUS 360 Integration		Professional Services	
Applications		Days	Price
(1)	eSchoolPLUS	-	-
(1)	IEPPLUS	-	-
(1)	PerformancePLUS	-	-
TOTAL PLUS 360 Proposed Services:		-	-
TOTAL PLUS 360 Optional Services:		-	-

- 1 PLUS 360 Integration Services pricing includes installation and setup, 2 hours of integration mapping between 2 PLUS 360 products and 1 integration webinar per site. If additional mapping is needed, it will be billed at our then current rate.

TOTAL PROPOSED PROFESSIONAL SERVICES:	\$23,310
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### 3. SYSTEM REQUIREMENTS

IEPPLUS	System Requirements
---------	---------------------

**Workstations:**

- Browser Compatibility
- Internet Explorer 9, 10, or 11
- Microsoft Edge
- Firefox - current release plus 4 prior versions

Current system requirements, subject to change.

#### 4. REGULATORY REPORTING

##### Pennsylvania

##### Regulatory Reporting

The following programs/reports are included with the IEPPLUS System:

##### Special Education Forms

- PA State IEP
- Summary of Academic Performance
- PWN Initial Evaluation
- PWN Reevaluation
- Evaluation Report
- Agreement to Waive Reevaluation
- Re-Evaluation Report
- Invitation Letter
- Functional Behavior Support Plan (FBA)
- Positive Behavior Support Plan (PBSP)
- NOREP

##### Gifted Forms

- PA Gifted IEP
- Permission to Evaluate
- Permission to Reevaluate
- Gifted Written Report
- NORA

##### 504 Program

- 504 Plan

##### Regulatory Reporting

- PennData (Student Files, Tables 1-13) (12/1, Exit)
- PIMS Special Education (12/1, Exit)
- Leader Extracts:
  - Student Data
  - Related Services
  - Assignment
  - Address
  - Compliance
  - Staff

##### Regulatory Footnotes

- Our maintenance fee for regulatory reporting includes annual updates necessary to maintain compliance for the regulatory items listed and documented in our original agreement. The output provided for these reports includes data and totals, supported within the application software, which are required by your organization to complete the mandated government form. This data will be formatted correctly for electronic submission when the state or federal agency requires electronic submission. In the event that new federal or state legislative mandates additional reports, or future legislative initiatives impose extensive changes to reports listed above, additional fees may apply.

## 5. PRICING NOTES

- 1 SunGard K-12's pricing for services are billed as incurred unless otherwise indicated within the Payment Summary and Schedule.
- 2 Training and Consulting services are provided through a blended learning approach; comprised of instructor led onsite, distance learning (via WebEx), with ongoing self-paced review via eLearning if available. Your Project Manager will work with you to determine the optimum blend of onsite versus distance training during the Planning Meeting based on your needs.
- 3 Travel and living expenses are not included in the Professional Services costs.
- 4 Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with your Project Manager. Any services required beyond those days indicated will be performed at our then current rates.
- 5 Training day counts are based on a maximum class size of 16 individuals. SunGard K-12 training methodology is based on a train-the-trainer deployment.
- 6 The schedule for the above Training, Consulting and Professional Development services will occur as mutually agreed by SunGard K-12 and Client and as documented in a training agenda that will be sent to the Client. SunGard K-12's cancellation policy requires a 21-day advance notice to cancel scheduled training. Cancellations within 6-21 days of the scheduled service will be invoiced at 50% of the total quoted service cost. Cancellation within 5 days, or on the scheduled date, the service will be invoiced at 100% of the quoted cost. For any cancellation of on-site services, any non-refundable travel expenses will be invoiced to your organization at cost.
- 7 SunGard K-12's current Professional Services rates are as follows:
  - Training Rate: 1,280 per day.
  - Data Conversion (BusinessPLUS): 1,280 per day, Data Conversion (eSchoolPLUS, IEPPLUS, eFinancePLUS) Rate: 1,500 per day.
  - Custom Programming Rate: 1,500 per day.
  - Project Management / Business Process Review / Consulting / Schools Interoperability Framework (SIF) Rate: 1,600 per day.



## EXHIBIT C: MANAGED SERVICES

### 1. Software as a Service (Term License)

#### i. IEPPLUS

a. **System Use:** This Agreement permits Client to use the Component Systems that are provided during normal business hours, subject to any Concurrent User limitations. In the case of a Perpetual License for Component Systems, SunGard K-12 will provide non-exclusive hardware to operate Software on behalf of Client.

b. **Administration:** SunGard K-12 will provide system management resources for computer server management, data storage and backup. System backups will be performed on a full-backup basis weekly, with partial-backups daily.

SunGard K-12 will schedule with the Client in advance for routine maintenance and repairs performed at the SunGard K-12's data center. Generally, these activities are not performed during business hours; however, the Client should anticipate SunGard K-12 to schedule short periods of downtime quarterly. SunGard K-12 will make every effort to schedule this maintenance period at least two weeks in advance.

c. **Network Responsibilities:** SunGard K-12's responsibility for network communication terminates at the WAN connection on the router at SunGard K-12's location, and excludes the leased line, Client routers and local computing infrastructure and personal computers at the Client site.

SunGard K-12 will assume responsibility for the purchase, configuration, installation, and management of the data communications equipment hosted at SunGard K-12's facility and will hold title to same.

d. **System Performance:** Client and SunGard K-12 will work together to isolate performance bottlenecks, should they occur, and to identify whether they are related to the data communications link, the SunGard K-12 computer server, or the Client's local network. SunGard K-12 will provide sufficient Internet access bandwidth and server capacity for the duration of this Agreement to meet the reasonable performance requirements of the number of concurrent system users provided for in this Agreement.

For purposes of this agreement, "reasonable performance requirements" will mean the following:

- End-user response time: typically 2-5 seconds to retrieve a single record using the primary indexed key
- System availability: 99% available during normal business hours calculated on an annual basis.

e. **Interfaces or Custom Reports:** Interfaces, custom reports, special formats, and other programming or set-up requests are not included in this Agreement, but can be provided by SunGard K-12 under separate Agreement.

- f. **Creation/Setup of New Users:** SunGard K-12 will set up and create new users at the operating system level within two business days when requested by Client.
- g. **On-Going Maintenance:** SunGard K-12 will be responsible for maintenance of the computer server(s) at SunGard K-12, the respective operating system(s), and the data communications equipment at SunGard K-12. SunGard K-12 will update the computer server and operating system software as necessary to remain current with new releases of the software.
- h. **Client's Network, Personal Computers:** Client's network and personal computers, including configuration, Microsoft Client Access Licenses, and setup to use the products listed in Exhibit B, are not included in this Agreement.
- i. **Additional Databases and Update Frequency:** In addition to the production database for client processing, SunGard K-12 will provide a test database. The test database will be refreshed from the production database at the customer's request up to two times per year at no additional cost. Additional refreshes of the test database will be offered at the hourly rate then in effect. Additional databases beyond the production and test databases would be subject to additional monthly maintenance fees as well as the hourly rate then in effect for setup.
- j. **Creation/Setup of Remote Printers:** Most reports generated by applications running in the SunGard K-12 Data Centers can be output by users to printers defined within the Client's desktop computer network. Some applications will require IP Addressable printers that support PCL (Printer Control Language) Version 5 or above. For these printers, associated print queues need to be uniquely defined and configured on the servers housed in the SunGard K-12 Data Center.

SunGard K-12 will provide the set up for up to five (5) IP Addressable print queues at no additional charge. For each additional IP Addressable print queue the Client requires beyond the initial 5, SunGard will bill an additional setup fee based on SunGard K-12's then-current rates (as of the Commencement Date, \$200 each).

SunGard K-12 will complete printer configuration changes within two business days when requested by Client.
- k. **Disaster Recovery:** In the event of a disaster which disables SunGard K-12's data center, SunGard K-12 will have a SunGard K-12 recovery project team working on and dedicated to the recovery in an effort to recover the Client's time-critical systems for continued processing at the recovery location. Client will be given an initial projection of estimated recovery time, and SunGard K-12 will provide daily status updates thereafter to Client concerning estimated recovery time frames.
- l. **Specific Periodic Tasks Performed by SunGard K-12:** SunGard K-12 will also provide the specific services listed below at the time intervals specified for each such service:
  - Daily
    - Monitor previous night's backups and continuous logs
    - Monitor system performance and throughput

- Perform nightly backup of all Client data
- Perform nightly differential system backups (system/software and related data files which have changed since the last full system backup)
- Process Printer/User requests

#### **Weekly**

- Perform Full Backups including delivery to off-site storage location to include:
  - 5 nightly backups
  - 4 weekly backups
  - 12 monthly backups
  - Year end backup kept on a permanent basis
- Test failover to data center generator

#### **Monthly**

- Check space in File Systems
- Check space in Swap file
- Check Wide Area Network statistics

#### **As Necessary**

- Perform operating system, third party (to the extent provided by the third party vendor), and Component System upgrades
- Add users and printers
- Modify users and printers
- Restore data as identified by Client
- Update database statistics and indexes
- Design, implement, and execute disaster recovery procedures
- Build and maintain communication circuit

#### **m. Client Responsibilities.**

- i. Printing.** Client is responsible for all printing, using compatible local printers. No print jobs will print at SunGard and all physical printing requirements will be handled by the Client. Printers must support TCP/IP and be PCL5 compliant. For IP addressable print queues, any Jet-Direct compatible printer may be used. If the printer is not Jet-Direct compatible or routed through external servers, additional software or services may be required.
- ii. Existing Environment.** Client is responsible for any issues arising from the existing LAN, existing data communications configuration, hardware, or software at the Client's site. Specifically, the Client is responsible for all elements of their existing infrastructure. If any Client site application updates (either hardware or software) are needed, they will be the responsibility of the Client.
- iii. Application Set Up.** Client assumes responsibility for application software setup, setup and maintenance of user security within the software applications testing, and operation, such as chart of accounts, setup, posting strategies, common code setup, etc. User/site based administrative tasks are the responsibility of the Client (e.g. report generation/creation, printing, local configuration, defining user security, etc.).

- iv. **Leased Lines and Data Communications Equipment.** Client will connect to the SunGard data center over the Internet. Client assumes responsibility for the leased lines, Internet access, and the data communications equipment to support the leased lines, Internet access (excluding the router equipment at SunGard's facility), including installation, troubleshooting, maintenance, management, and any contracts related thereto. Client will assume responsibility for the purchase, configuration, installation, management and on-going support of the data communications equipment and will hold title to same (excluding the router equipment at SunGard's facility).
- v. **User Set Up and Management.** Client will perform all user setup and maintenance at the application level.
- vi. **Facility Restrictions.** Client is responsible for costs associated with any special requirements or restrictions of Client's office facility that preclude the installation of telecommunication or other necessary equipment required for this project.
- vii. **Maintenance.** Effective application software administration is the key to a successful installation and smooth on-going system operation. An individual (or two) must be designated as a primary focal point of contact for communication between Client's organization and SunGard, and will handle the daily coordination of issues raised within your organization regarding the use of SunGard's application software products.

The responsibilities of this individual would include:

1. Communicating with SunGard Support personnel for problem reporting and resolution
2. Provide first level application software support to end users
3. Train new staff on software applications
4. Maintain any unique procedural documentation to your organization
5. Diagnose and resolve minor user procedural problems

## EXHIBIT D: MAINTENANCE AND SUPPORT

### 1. Software as a Service (SaaS) (Term License)

#### i. Services to be Provided By SunGard K-12

1. Provide Improvements when and as the same are developed by SunGard K-12. Client is responsible for incorporating such Enhancements in each copy of the applicable SunGard K-12 Software licensed by Client.
2. Provide assistance to Client in the use of the Component Systems via telephone inquiries to SunGard K-12's designated software support offices. Telephone support services are available weekdays, excluding holidays, during normal business hours. Normal business hours are 8:00 AM - 5:00 PM Client local time.
3. Investigate errors in the intended capabilities of Component Systems upon receipt of notification from Client and provide Client with an alternate procedure or programming modifications to correct errors.

All of the above services will be provided by Internet or telephone communication contact between SunGard K-12 and Client.

#### ii. Client Responsibilities

1. Internet access is required for delivery of Maintenance and will be the primary connectivity medium for all support activities. Client will be responsible to provide access to each server via the SunGard K-12 SecureLink gateway.
2. Client agrees that if the Client has application software changes, screen changes or changes to SunGard K-12 tables within the database made by non-SunGard K-12 employees, this may affect SunGard K-12's ability to perform its obligations hereunder or may result in extra charges by SunGard K-12.

Prohibited table changes include the addition of triggers – small programs in the database that run automatically when an INSERT, UPDATE, or DELETE statement is issued against the associated table and data element – to SunGard K-12 data elements.

3. Client is obligated to fulfill the responsibilities of system administrator as defined in these Exhibits or this may be accomplished by contracting with SunGard K-12 for Remote System Administration Services or Application Hosting.
4. Client will be responsible for acquiring any necessary Microsoft Client access licenses used in conjunction with the Licensed Software.

## Canvas Consortium Pricing Agreement Bucks County Intermediate Unit #22 – New Hope Solebury

The following terms serve to define the partnership between the New Hope Solebury School District (hereinafter "New Hope Solebury") and the Bucks County Intermediate Unit #22 (hereinafter BCIU) as they relate to consortium pricing services offered by BCIU for user accounts ("Users") in the Canvas learning management system (LMS) offered by Instructure, Inc. "Users" are defined as students, teachers, online learning mentors, and administrators requiring access to online service offerings.

WHEREAS, BCIU has entered into an agreement with Instructure, Inc. to obtain Canvas LMS user accounts ("the service"); and

WHEREAS, through the agreement with Instructure, Inc., BCIU can provide consortium pricing for the service; and

WHEREAS, New Hope Solebury wishes to utilize the service and participate in consortium pricing.

NOW THEREFORE, for and in consideration of the premises and promises set forth therein, and intending to be legally bound, the parties hereto agree as follows:

### 1. Scope of Services

- a. BCIU maintains a consortium pricing agreement with Instructure, Inc. to offer user accounts in the Canvas LMS at the following rates:
  - Year 1 (2017-2018): \$6.07 per user
  - Year 2 (2018-2019): \$6.07 per user
  - Year 3 (2019-2020): \$6.07 per user
- b. BCIU agrees to provide:
  - i. Consortium pricing for 600 user accounts in Canvas to New Hope Solebury at the following rates:
    - Year 1 (2016-17): \$3,642 (600 x \$6.07)
    - Year 2 (2017-2018): \$3,642 (600 x \$6.07)
    - Year 3 (2018-2019): \$3,642 (600 x \$6.07)
  - ii. Billing Services on behalf of Instructure, Inc. for guided implementation, set-up, professional development, and support services offered by Instructure, Inc. at the following rates:
    - One-time Standard Implementation Fee (one time only fee incurred in Year 1): \$4500.00.
      - The \$4500.00 implementation fee will be charged upon initially signing the agreement in 2017. New Hope Solebury will receive access to their Canvas Instance from implementation to 6/30/17 at no additional charge beyond the implementation fee. New Hope Solebury will be charged for user accounts as described in 1.(b) beginning on July 1, 2017.
    - Basic Support: \$0.00 (included in purchase)
- c. BCIU offers options for related services at an additional cost as noted in section 2a below.

### 2. Optional services:

- a. The following pricing structures will be in effect for the 2017-18 school year:
    - i. Additional users: Additional user logins are available at the rate listed in section 1a.
    - ii. Professional Development: Professional development in online teaching methodology may be provided for teachers, online learning mentors, and/or administrators at the rate of \$500 for half-day trainings and \$800 for full-day trainings.
3. BCIU reserves the right to change services and pricing as necessary and will notify New Hope Solebury of same.
4. Term and Termination: This Agreement shall be in effect for a term of three years from July 1, 2017 to June 30, 2020, after which parties may, by written addendum signed by both parties, renew for an additional equivalent term of one year or term of a different duration. BCIU will invoice New Hope Solebury at the beginning of the term for the renewal. Either party may terminate this Agreement by providing the other with 30 days advance written notice of its intent to terminate. New Hope Solebury is responsible for pro-rated payment for services rendered by the BCIU up to and including the date of termination.
5. Billing/Invoice: The BCIU shall submit to New Hope Solebury an invoice for the services provided at the beginning of the term, with payment due within 45 days from the date of issuance. Failure of New Hope Solebury to pay invoices may result in termination of services at the discretion of BCIU. New Hope Solebury will be responsible for pro-rated payment for services rendered by the BCIU up to and including the date of termination.
6. BCIU is not the manufacturer or author of software or hardware necessary for the user accounts offered through this agreement with Instructure, Inc., and therefore makes no warranties or guarantees of any kind including, but not limited to: infringement, fitness for a particular use, merchantability, and the like.
7. New Hope Solebury Responsibilities: New Hope Solebury (i) is solely responsible for its content, and User activity on its account in the service; (ii) must keep its passwords secure and confidential, and notify BCIU promptly of any unknown unauthorized access, and (iii) may use the service only in accordance with applicable law.
8. New Hope Solebury Restrictions: New Hope Solebury may not, and will use reasonable means to ensure that each User does not,
  - a. Sell, resell, rent or lease the service or application-programming interface (API);
  - b. Use the service for non-educational purposes, to store or transmit infringing, unsolicited marketing emails, libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, or otherwise objectionable, unlawful or tortuous material, or any other material in violation of a third-party right;
  - c. Use the service to harm or impersonate any person, or for any commercial purpose;
  - d. Interfere with or disrupt the integrity or performance of the service; or
  - e. Attempt to gain unauthorized access to the service or their related systems or networks.
  - f. Reverse engineer the service or API;
  - g. Remove or modify any proprietary marking or restrictive legends in the service; or access the service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

9. Compliance with Laws: Each party represents and warrants to the other party that it will comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA), and other laws with respect to its activities under this agreement.
10. Indemnity: Each party agrees to indemnify and hold harmless the other against any and all claims, actions, causes or action or whatever kind and/or nature arising from or related to the former's violation or breach of its duties under the terms of this Agreement, including, but not limited to the acts and/or omissions of its employees, students, directors, and/or contractors.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have set their hands and seals the day and written below.

New Hope Solebury

Bucks County Intermediate Unit #22

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Team/Sport	EDR Rate	Level	Total Compensation	Supplies, Equipment	Dues / Fees	Transportation	Officials	Other Supervision Costs	Field Maintenance	Gate Receipts	Total Cost	Number of Students	Total Cost Per Student
Basketball JV Girls	\$4,282.00	HS	\$5,088.73	\$341.00		\$754.11		\$0.00			\$6,183.84	12	\$515.32
Cheerleading	\$2,688.00	HS	\$3,194.42			\$538.65		\$0.00			\$3,733.07	12	\$311.09
Competitive Cheer Varsity-Winter	\$5,006.00	HS	\$5,949.13					\$0.00			\$5,949.13	RECINDED	#VALUE!
Cross Country Asst Coach (prorated)	\$2,232.00	HS	\$2,652.51								\$2,652.51	40	\$66.31
Cross Country Varsity Coach	\$3,324.00	HS	\$4,187.92		\$1,375.00			\$0.00			\$5,562.92	40	\$139.07
Field Hockey JV	\$3,358.00	HS	\$3,990.65					\$0.00			\$3,990.65	RECINDED	
Field Hockey Varsity	\$4,623.00	HS	\$5,493.97	\$32.00		\$969.57	\$1,991.00	\$0.00			\$8,486.54	15	\$565.77
Football JV	\$3,968.00	HS	\$4,715.57			\$215.46		\$0.00			\$4,931.03	23	\$214.39
Football Varsity	\$5,464.00	HS	\$6,493.42	\$4,914.00		\$538.65	\$1,948.00	\$0.00			\$13,894.07	26	\$534.39
Golf	\$2,822.00	HS	\$3,353.66		\$375.00	\$646.38		\$0.00			\$4,375.04	17	\$257.36
Soccer JV Boys (prorated)	\$2,751.00	HS	\$3,269.29			\$646.38		\$0.00			\$3,915.67	13	\$301.21
Soccer JV Girls	\$3,358.00	HS	\$3,990.65			\$646.38		\$0.00			\$4,637.03	13	\$356.69
Soccer Varsity Boys	\$4,623.00	HS	\$5,493.97			\$969.57	\$1,628.00	\$0.00			\$8,091.54	15	\$539.44
Soccer Varsity Girls	\$4,623.00	HS	\$5,493.97			\$969.57	\$1,112.00	\$0.00			\$7,575.54	16	\$473.47
Tennis JV Girls	\$2,192.00	HS	\$2,604.97					\$0.00			\$2,604.97	8	\$325.62
Tennis Varsity Girls	\$3,308.00	HS	\$3,931.23	\$300.00		\$646.38		\$0.00			\$4,877.61	8	\$609.70
Volleyball JV	\$3,358.00	HS	\$3,990.65					\$0.00			\$3,990.65	12	\$332.55
Volleyball Varsity	\$4,623.00	HS	\$5,493.97	\$385.00		\$969.57	\$1,488.00	\$0.00			\$8,316.54	12	\$693.05
Cross Country MS	\$1,348.00	MS	\$1,601.96					\$0.00			\$1,601.96	18	\$89.00
Field Hockey 7th grade	\$1,704.00	MS	\$2,025.03			\$426.82	\$165.00	\$0.00			\$2,616.85	20	\$130.84
Soccer 7th grade	\$1,556.00	MS	\$1,849.15			\$682.92		\$0.00			\$2,532.07	22	\$115.09
Soccer 8th grade Boys	\$1,704.00	MS	\$2,025.03			\$426.82	\$165.00	\$0.00			\$2,616.85	22	\$118.95
Volleyball 7th grade	\$1,556.00	MS	\$1,849.15					\$0.00			\$1,849.15	23	\$80.40
Volleyball MS	\$1,704.00	MS	\$2,025.03	\$379.00	\$200.00	\$853.65	\$208.00	\$0.00			\$3,665.68	27	\$135.77

Club or Organization	EDR Rate	Level	Total Compensation	Registrations or Fees	Supplies	Total Cost	Approx. Number of Students	Total Cost Per Student
Art Club	\$2,044.00	HS	\$2,429.09	\$0.00	\$0.00	\$2,429.09	30	\$80.97
Athletic Equipment Manager	\$5,645.00	HS	\$6,708.52	\$0.00	\$0.00	\$6,708.52	350	\$19.17
Band Director	\$2,677.00	HS	\$3,181.35	\$0.00	\$0.00	\$3,181.35	50	\$63.63
Blue/Gold Advisor	\$1,003.00	HS	\$1,191.97	\$0.00	\$0.00	\$1,191.97	300	\$3.97
Chess Club	\$946.00	HS	\$1,124.23	\$0.00	\$0.00	\$1,124.23	12	\$93.69
Choral Director	\$2,677.00	HS	\$3,181.35	\$0.00	\$0.00	\$3,181.35	40	\$79.53
Class Advisor 10	\$647.00	HS	\$768.89	\$0.00	\$0.00	\$768.89	140	\$5.49
Class Advisor 10	\$647.00	HS	\$768.89	\$0.00	\$0.00	\$768.89	140	\$5.49
Class Advisor 11B	\$2,093.00	HS	\$2,487.32	\$0.00	\$0.00	\$2,487.32	140	\$17.77
Class Advisor 12	\$1,672.00	HS	\$1,987.00	\$0.00	\$0.00	\$1,987.00	140	\$14.19
Class Advisor 12B	\$1,672.00	HS	\$1,987.00	\$0.00	\$0.00	\$1,987.00	140	\$14.19
Class Advisor 12C	\$1,672.00	HS	\$1,987.00	\$0.00	\$0.00	\$1,987.00	140	\$14.19
Class Advisor 9	\$647.00	HS	\$768.89	\$0.00	\$0.00	\$768.89	125	\$6.15
Class Advisor 9	\$647.00	HS	\$768.89	\$0.00	\$0.00	\$768.89	125	\$6.15
Culminating Project Coordinator	\$8,270.00	HS	\$9,828.07	\$0.00	\$0.00	\$9,828.07	140	\$70.20
Debate Team	\$577.00	HS	\$685.71	\$0.00	\$0.00	\$685.71	12	\$57.14
Director of Musical	\$3,309.00	HS	\$3,932.42	\$0.00	\$0.00	\$3,932.42	65	\$60.50
Drama Club Choreographer	\$2,611.00	HS	\$3,102.91	\$0.00	\$0.00	\$3,102.91	65	\$47.74
Environmental Club	\$1,611.00	HS	\$1,914.51	\$0.00	\$0.00	\$1,914.51	20	\$95.73
Envirothon	\$628.00	HS	\$746.32	\$0.00	\$0.00	\$746.32	20	\$37.32
FBLA	\$1,556.00	HS	\$1,849.15	\$0.00	\$0.00	\$1,849.15	18	\$102.73
GSA Alliance	\$686.00	HS	\$815.24	\$0.00	\$0.00	\$815.24	30	\$27.17
HS Ski Club	\$809.00	HS	\$961.42	\$0.00	\$0.00	\$961.42	50	\$19.23
HS Ski Club	\$809.00	HS	\$961.42	\$0.00	\$0.00	\$961.42	50	\$19.23
Junior Class 11B	\$2,093.00	HS	\$2,487.32	\$0.00	\$0.00	\$2,487.32	135	\$18.42
Key Club	\$1,707.00	HS	\$2,028.60	\$0.00	\$0.00	\$2,028.60	50	\$40.57
Key Club	\$1,707.00	HS	\$2,028.60	\$0.00	\$0.00	\$2,028.60	50	\$40.57
Lion's Tale	\$1,946.00	HS	\$2,312.63	\$0.00	\$0.00	\$2,312.63	30	\$77.09
Mathletes HS	\$986.00	HS	\$1,171.76	\$0.00	\$0.00	\$1,171.76	25	\$46.87
National Honor Society	\$629.00	HS	\$747.50	\$0.00	\$0.00	\$747.50	50	\$14.95
National Honor Society	\$629.00	HS	\$747.50	\$0.00	\$0.00	\$747.50	50	\$14.95
Pianist Musical	\$702.00	HS	\$834.26	\$0.00	\$0.00	\$834.26	50	\$16.69
Pit Orchestra Musical	\$1,438.00	HS	\$1,708.92	\$0.00	\$0.00	\$1,708.92	50	\$34.18
Play Director	\$2,434.00	HS	\$2,892.57	\$0.00	\$0.00	\$2,892.57	65	\$44.50
Press Coordinator	\$1,505.00	HS	\$1,788.54	\$0.00	\$0.00	\$1,788.54	40	\$44.71
Reading Olympics	\$324.00	HS	\$385.04	\$0.00	\$0.00	\$385.04	25	\$15.40
Science Olympics	\$271.00	HS	\$322.06	\$0.00	\$0.00	\$322.06	20	\$16.10
Set Construction	\$2,182.00	HS	\$2,593.09	\$0.00	\$0.00	\$2,593.09	65	\$39.89
Stage Manager	\$2,968.00	HS	\$3,527.17	\$0.00	\$0.00	\$3,527.17	65	\$54.26
String Groups	\$1,704.00	HS	\$2,025.03	\$0.00	\$0.00	\$2,025.03	100	\$20.25
Student Council HS	\$3,406.00	HS	\$4,047.69	\$0.00	\$0.00	\$4,047.69	25	\$161.91
Vocal Coach/Musical	\$2,136.00	HS	\$2,538.42	\$0.00	\$0.00	\$2,538.42	65	\$39.05
Yearbook	\$1,946.00	HS	\$2,312.63	\$0.00	\$0.00	\$2,312.63	500	\$4.63
Blue/Gold & Spirit Club	\$2,434.00	MS	\$2,892.57	\$0.00	\$0.00	\$2,892.57	50	\$57.85
Class Advisor-7	\$1,296.00	MS	\$1,540.17	\$0.00	\$0.00	\$1,540.17	140	\$11.00
Class Advisor-8	\$1,296.00	MS	\$1,540.17	\$0.00	\$0.00	\$1,540.17	140	\$11.00
Jazz Band	\$1,653.00	MS	\$1,964.43	\$0.00	\$0.00	\$1,964.43	45	\$43.65
MS Yearbook	\$2,190.00	MS	\$2,602.60	\$0.00	\$0.00	\$2,602.60	300	\$8.68
Musical MS	\$1,798.00	MS	\$2,136.74	\$0.00	\$0.00	\$2,136.74	65	\$32.87
Odyssey of the Mind	\$1,191.00	MS	\$1,415.38	\$0.00	\$0.00	\$1,415.38	15	\$94.36
Outdoors Club (A)	\$1,270.00	MS	\$1,509.27	\$0.00	\$0.00	\$1,509.27	30	\$50.31
Outdoors Club (B)	\$1,270.00	MS	\$1,509.27	\$0.00	\$0.00	\$1,509.27	30	\$50.31
Pit Orchestra/Musical	\$2,372.00	MS	\$2,818.88	\$0.00	\$0.00	\$2,818.88	40	\$70.47
Reading Olympics-6	\$324.00	MS	\$385.04	\$0.00	\$0.00	\$385.04	35	\$11.00
Reading Olympics-7/8	\$324.00	MS	\$385.04	\$0.00	\$0.00	\$385.04	35	\$11.00
Stage Manager MS	\$646.00	MS	\$767.71	\$0.00	\$0.00	\$767.71	65	\$11.81
Student Council Advisor	\$1,234.00	MS	\$1,466.49	\$0.00	\$0.00	\$1,466.49	25	\$58.66
TAG Environmental Club	\$1,838.00	MS	\$2,184.28	\$0.00	\$0.00	\$2,184.28	30	\$72.81
Talent Show	\$719.00	MS	\$854.46	\$0.00	\$0.00	\$854.46	250	\$3.42
Chorus-4th & 5th	\$834.00	ES	\$991.13	\$0.00	\$0.00	\$991.13	50	\$19.82
Garden Club	\$686.00	ES	\$815.24	\$0.00	\$0.00	\$815.24	20	\$40.76
Homework Club	\$1,233.00	ES	\$1,465.30	\$0.00	\$0.00	\$1,465.30	20	\$73.26
Intramural Basketball	\$1,062.00	ES	\$1,262.08	\$0.00	\$0.00	\$1,262.08	20	\$63.10
Intramural Flag Football	\$1,062.00	ES	\$1,262.08	\$0.00	\$0.00	\$1,262.08	20	\$63.10
Intramural Floor Hockey	\$1,060.00	ES	\$1,259.70	\$0.00	\$0.00	\$1,259.70	20	\$62.99
Intramural Soccer	\$1,060.00	ES	\$1,259.70	\$0.00	\$0.00	\$1,259.70	20	\$62.99
Jump Rope Club	\$270.00	ES	\$320.87	\$0.00	\$0.00	\$320.87	25	\$12.83
Naturals-4th	\$449.00	ES	\$533.59	\$0.00	\$0.00	\$533.59	25	\$21.34
Newspaper/Yearbook	\$1,284.00	ES	\$1,525.91	\$0.00	\$0.00	\$1,525.91	25	\$61.04
Outdoors Club	\$719.00	ES	\$854.46	\$0.00	\$0.00	\$854.46	20	\$42.72
Reading Olympics	\$300.00	ES	\$356.52	\$0.00	\$0.00	\$356.52	30	\$11.88
Safety Patrol	\$600.00	ES	\$713.04	\$0.00	\$0.00	\$713.04	20	\$35.65
School Store	\$379.00	ES	\$450.40	\$0.00	\$0.00	\$450.40	15	\$30.03
Student Council	\$646.00	ES	\$767.71	\$0.00	\$0.00	\$767.71	20	\$38.39
Talent Show	\$719.00	ES	\$854.46	\$0.00	\$0.00	\$854.46	60	\$14.24
Tech Club (Cyber Club)	\$719.00	ES	\$854.46	\$0.00	\$0.00	\$854.46	25	\$34.18

EDR Name	EDR Rate	Total Compensation
Curriculum Liaison-Elementary K-5	\$2,166.00	\$2,574.07
Curriculum Liaison-Fine/Practical Arts	\$2,166.00	\$2,574.07
Curriculum Liaison-Math 6-12	\$2,166.00	\$2,574.07
Curriculum Liaison-RELA/English 6-12	\$2,166.00	\$2,574.07
Curriculum Liaison-Science 6-12	\$2,166.00	\$2,574.07
Curriculum Liaison-Social Studies 6-12	\$2,166.00	\$2,574.07
Curriculum Liaison-World Languages	\$2,166.00	\$2,574.07
Mentor - J. Miller (prorated)	\$207.30	\$246.36
Mentor-Davis	\$691.00	\$821.18
Mentor-Fofrich	\$345.50	\$410.59
Mentor-Genner	\$345.50	\$410.59
Mentor-Kopp	\$691.00	\$821.18
Mentor-Pesci	\$691.00	\$821.18
Teacher Tech-LES	\$1,843.00	\$2,190.22
Teacher Tech-UES	\$1,843.00	\$2,190.22
Teacher Tech - MS	\$1,843.00	\$2,190.22
Teacher Tech-HS	\$1,843.00	\$2,190.22
Webmaster-LES	\$1,850.00	\$2,198.54
Webmaster - UES	\$1,850.00	\$2,198.54
Webmaster - MS	\$1,850.00	\$2,198.54