

Agenda – Committee of the Whole
Penn Manor School District
Tuesday, May 17, 2011
Manor Middle School – Board Room

EXECUTIVE SESSION

(6:00 – 6:30) Superintendent’s Evaluation

(6:30 – 6:45) Student Matter

Personnel

COMMITTEE OF THE WHOLE

7:00

CALL TO ORDER: Dr. Frerichs

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday June 6, 2011 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES: May 2, 2011
<http://www.pennmanor.net/boardminutes/>

STUDENT REPORT: Katie Maisel and Evan Bigler

CITIZEN’S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

Item 1. **Graduation Plan** – Mr. Gale

(7:15 – 7:35)

Explanation: Mr. Gale will discuss the arrangements for high school commencement to be held at Franklin and Marshall College.

Information Only

Item 2.
(7:35 – 7:45)

Copier Contracts – Mr. Reisinger

Explanation: The agreement for renewal of our existing copier contract with Ikon Business Services will be reviewed.

Approval for Placement on School Board Meeting Agenda

Item 3.
(7:45 – 8:25)

2011-2012 Proposed Final Budget – Mr. Johnston

Explanation: The 2011-2012 proposed final budget will be presented.

Approval for Placement on School Board Meeting Agenda

Item 4.
(8:25)

Hambright Elementary School – Mr. Long

Explanation: The Facility Committee will present their recommendation to build a new Hambright Elementary School on the Manor Middle School campus.

Approval for Placement on School Board Meeting Agenda

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

Any individual or group wishing to address the Board of School Directors may do so at each meeting during the agenda item titled Citizen's Comments. At this time the President will ask if any district resident or taxpayer wishes to address the Board of School Directors. If so, the following procedures shall be followed:

- The resident or taxpayer wishing to speak will be recognized by the President and then state his/her name and address.
- The speaker may choose to speak at that time or request a delay until specific agenda item is before the Board of School Directors for consideration.
- Comments shall be limited to no more than five minutes.
- The chair may limit repetitive comments.
- The right to comment is for the purpose of addressing the Board of School Directors, not for asking questions of the directors or persons employed by the Penn Manor School District.
- Vulgar, abusive, obscene, profane language, defamatory remarks will not be permitted.

2011-2012 Funding Gap Worksheet - 5/17/2011

Penn Manor School District

	2008-2009	2009-2010	2010-2011	2011-2012
	ACTUAL	ACTUAL	BUDGET	BUDGET
Revenues	(64,000,781)	(63,716,337)	(66,012,309)	(63,498,545)
Expenses	62,899,607	65,087,302	66,974,076	64,423,314
Total	(1,101,174)	1,370,965	961,767	924,769

Funding Gap - May 17, 2011 924,769

2011-2012 Projection Information

Current Millage	16.46
Collection Rate	96.67%
Projected July Duplicate	\$ 2,331,485,400
Mill Net Collectible	\$ 2,253,847

	Millage Increase	Millage Increase	Millage Yield	Millage	REQUIRED USE OF FUND BALANCE
	0.00	0.00%	-	16.46	924,769
	0.02	0.12%	45,077	16.48	879,692
	0.04	0.24%	90,154	16.50	834,615
	0.06	0.36%	135,231	16.52	789,538
	0.08	0.49%	180,308	16.54	744,461
	0.10	0.61%	225,385	16.56	699,384
	0.12	0.73%	270,462	16.58	654,307
	0.14	0.85%	315,539	16.60	609,230
	0.16	0.97%	360,616	16.62	564,153
	0.18	1.09%	405,692	16.64	519,077
	0.20	1.22%	450,769	16.66	474,000
	0.22	1.34%	495,846	16.68	428,923
	0.23	1.40%	518,385	16.69	406,384
	0.24	1.46%	540,923	16.70	383,846
	0.26	1.58%	586,000	16.72	338,769
PA Base Index at 1.4%	0.27	1.6403%	608,539	16.73	316,230
	0.30	1.82%	676,154	16.76	248,615
	0.32	1.94%	721,231	16.78	203,538
	0.34	2.07%	766,308	16.80	158,461
	0.36	2.19%	811,385	16.82	113,384
	0.38	2.31%	856,462	16.84	68,307
	0.40	2.43%	901,539	16.86	23,230
Needed to balance the budget	0.41	2.49%	924,077	16.87	692

2011-12 Preliminary Budget

Description	2009-10 ACT	2010-11 BUD	2011-12 BUD	CHANGE \$	CHANGE %
BUILDING BUDGETS	1,165,395	899,542	674,658	(224,884)	-25.00%
OPERATIONAL BUDGETS	21,151,272	19,708,443	19,219,835	(488,608)	-2.48%
SALARIES AND BENEFITS	38,177,902	43,185,179	42,847,539	(337,640)	-0.78%
GRANTS AND PROGRAMS	4,592,734	3,180,912	1,681,281	(1,499,631)	-47.14%
TOTAL EXPENDITURES	65,087,302	66,974,076	64,423,313	(2,550,763)	-3.81%
LOCAL REVENUES	(41,678,281)	(42,746,355)	(43,668,666)	(922,311)	-2.16%
STATE REVENUES	(19,165,999)	(21,683,973)	(19,609,108)	2,072,865	-9.56%
FEDERAL REVENUES	(2,833,002)	(1,583,981)	(829,281)	754,700	-47.65%
OTHER FINANCING SOURCES	(39,055)	-	-	-	#DIV/0!
TOTAL REVENUES	(63,716,337)	(66,012,309)	(64,107,655)	1,905,254	-2.89%
	1,370,965	961,767	316,258	(645,509)	-6.69%
Description	2009-10 ACT	2010-11 BUD	2011-12 BUD	CHANGE \$	CHANGE %
10 DISTRICT ELEMENTARY	563,009	212,322	159,242	(53,080)	-25.00%
11 CENTRAL MANOR	28,775	34,579	27,629	(6,950)	-20.10%
12 CONESTOGA	18,164	18,247	13,593	(4,654)	-25.51%
13 ESHLEMAN	18,825	19,024	14,437	(4,587)	-24.11%
14 HAMBRIGHT	26,116	26,263	19,456	(6,807)	-25.92%
15 LETORT	17,525	17,230	12,660	(4,570)	-26.52%
16 MARTIC	20,603	20,580	14,747	(5,833)	-28.34%
17 PEQUEA	22,288	23,990	17,413	(6,577)	-27.42%
23 MARTICVILLE MIDDLE	66,835	59,683	49,385	(10,298)	-17.25%
24 MANOR MIDDLE	86,677	104,195	74,737	(29,458)	-28.27%
30 HIGH SCHOOL	296,578	363,429	271,359	(92,070)	-25.33%
57 BUILDING BUDGETS	-	-	-	-	#DIV/0!
BUILDING BUDGETS	1,165,395	899,542	674,658	(224,884)	-25.00%
18 SPECIAL EDUCATION DEPARTMENT	261,373	132,500	116,000	(16,500)	-12.45%
19 PSYCHOLOGIST	13,236	16,000	37,500	21,500	134.38%
21 ESL	3,725	6,898	6,500	(398)	-5.77%
22 INSERVICE	7,801	10,000	4,100	(5,900)	-59.00%
25 DISPOSAL	46,852	72,000	49,000	(23,000)	-31.94%
26 MAINTENANCE / CUSTODIAL	614,995	594,275	480,000	(114,275)	-19.23%
27 TRANSPORTATION	2,718,753	2,827,298	2,650,050	(177,248)	-6.27%
28 DATA PROCESSING	154,309	169,750	169,750	-	0.00%
29 TECHNOLOGY	314,697	325,000	234,100	(90,900)	-27.97%
32 ATHLETICS	131,129	198,710	181,710	(17,000)	-8.56%
33 PUBLIC RELATIONS	20,799	26,300	22,500	(3,800)	-14.45%
35 TUITION PAYMENTS	850,180	927,500	1,006,500	79,000	8.52%
36 UTILITIES	1,155,568	1,651,883	1,359,400	(292,483)	-17.71%
50 GIFTED	8,173	12,407	10,600	(1,807)	-14.56%
51 SPECIAL PROGRAMS	3,496	6,725	4,165	(2,560)	-38.07%
52 HEALTH	17,030	14,770	15,000	230	1.56%
53 DSSD	100	4,000	-	(4,000)	-100.00%
54 CONTRACTS	190,439	190,071	194,630	4,559	2.40%
55 INSURANCE	189,575	198,500	203,725	5,225	2.63%
56 HOMEBOUND	2,594	4,950	3,000	(1,950)	-39.39%

2011-12 Preliminary Budget

Description	2009-10 ACT	2010-11 BUD	2011-12 BUD	CHANGE \$	CHANGE %
58 COMMUNICATIONS	36,956	73,784	52,200	(21,584)	-29.25%
59 LEGAL / ACCOUNTING	159,211	205,600	220,600	15,000	7.30%
60 DEBT SERVICE	7,828,837	7,813,853	7,800,000	(13,853)	-0.18%
62 ALTERNATIVE SCHOOLING	1,525,007	1,627,787	1,532,180	(95,607)	-5.87%
63 IU SPECIAL EDUCATION	621,205	1,059,969	1,441,372	381,403	35.98%
64 FUND TRANSFER AND RESERVES	3,565,462	750,000	750,000	-	0.00%
65 DISTRICT COSTS	709,770	787,913	675,253	(112,660)	-14.30%
OPERATIONAL BUDGETS	21,151,272	19,708,443	19,219,835	(488,608)	-2.48%
66 SALARIES	28,315,805	30,811,436	30,275,614	(535,822)	-1.74%
70 LIFE	30,498	37,000	35,000	(2,000)	-5.41%
71 INCOME PROTECTION	55,555	67,400	67,000	(400)	-0.59%
73 SOCIAL SECURITY	2,199,066	2,357,087	2,316,084	(41,003)	-1.74%
74 RETIREMENT	1,371,434	2,532,699	2,618,841	86,142	3.40%
75 CREDIT REIMBURSEMENT	451,072	440,000	515,000	75,000	17.05%
76 UNEMPLOYMENT	27,420	50,000	50,000	-	0.00%
77 WORKERS COMP	179,718	199,100	215,000	15,900	7.99%
68 HEALTH	5,019,939	6,200,000	6,200,000	-	0.00%
69 DENTAL	423,674	450,000	470,000	20,000	4.44%
78 VISION FUND	67,159	-	75,000	75,000	#DIV/0!
81 ADMIN BENEFITS	32,281	30,457	-	(30,457)	-100.00%
82 PROFESSIONAL DUES	4,281	10,000	10,000	-	0.00%
93 TEMP	-	-	-	-	#DIV/0!
SALARIES AND BENEFITS	38,177,902	43,185,179	42,847,539	(337,640)	-0.78%
100 PMEF GRANT	2,030	-	-	-	#DIV/0!
101 MUSIC FOR EVERYONE GRANT	1,589	-	-	-	#DIV/0!
102 COMET GRANTS	5,248	5,000	-	(5,000)	-100.00%
104 RESSLER MILL GRANT	-	-	-	-	#DIV/0!
108 LCC GRANT	-	-	-	-	#DIV/0!
109 NEA GRANT	-	-	-	-	#DIV/0!
207 SCHOOL IMPROVEMENT GRANT	-	-	-	-	#DIV/0!
212 ACCOUNTABILITY GRANT	619,166	619,166	-	(619,166)	-100.00%
213 PROJECT 720 GRANT	22,234	-	-	-	#DIV/0!
214 DUAL ENROLLMENT GRANT	35,318	34,776	-	(34,776)	-100.00%
251 ALTERNATIVE ED GRANT	-	-	-	-	#DIV/0!
292 PSED GRANT	-	-	-	-	#DIV/0!
341 CFF GRANT	25,000	-	-	-	#DIV/0!
390 LSTA GRANT	-	-	-	-	#DIV/0!
391 ACCESS GRANT	168,516	125,000	124,000	(1,000)	-0.80%
392 HIV/STD PREVENTION GRANT	-	-	-	-	#DIV/0!
393 WATERSHED GRANT	-	-	-	-	#DIV/0!
394 DEP GRANT	-	-	-	-	#DIV/0!
411 TITLE I GRANT	515,992	560,927	567,440	6,513	1.16%
421 TITLE II GRANT	131,938	131,000	137,841	6,841	5.22%
424 TITLE II-D GRANT	-	-	-	-	#DIV/0!
431 DRUG FREE SCHOOLS GRANT	13,991	11,000	-	(11,000)	-100.00%
451 ACADEMIC ACHIEVEMENT GRANT	10,800	-	-	-	#DIV/0!
490 TITLE V	-	-	-	-	#DIV/0!

2011-12 Preliminary Budget

Description	2009-10 ACT	2010-11 BUD	2011-12 BUD	CHANGE \$	CHANGE %
520 IDEA GRANT	1,027,855	925,989	840,000	(85,989)	-9.29%
521. PARAELECTOR PERFORMANCE GRANT	-	-	-	-	#DIV/0!
871 DRUG FREE COUNTY GRANT	15,000	-	-	-	#DIV/0!
891 ACCESS TRANSPORTATION GRANT	8,521	12,000	12,000	-	0.00%
981 STIMULUS IDEA GRANT	584,548	594,500	-	(594,500)	-100.00%
983 STIMULUS TITLE I GRANT	114,733	155,654	-	(155,654)	-100.00%
985 STIMULUS TITLE II GRANT	1	5,900	-	(5,900)	-100.00%
988 BEF UP TO STIMULUS	1,251,737	-	-	-	#DIV/0!
989 BEF OVER STIMULUS	38,517	-	-	-	#DIV/0!
GRANTS AND PROGRAMS	4,592,734	3,180,912	1,681,281	(1,499,631)	-47.14%
TOTAL EXPENDITURES	65,087,302	66,974,076	64,423,313	(2,550,763)	-3.81%
REAL ESTATE TAXES	(34,169,442)	(35,903,413)	(36,548,550)	(645,137)	1.80%
TAX REBATE PROGRAM	52,059	68,000	55,000	(13,000)	-19.12%
INTERIM TAXES	(428,542)	(400,000)	(350,000)	50,000	-12.50%
WAGE TAX	(3,688,082)	(3,700,000)	(3,854,116)	(154,116)	4.17%
TRANSFER TAXES	(613,726)	(522,000)	(600,000)	(78,000)	14.94%
DELINQUENT TAXES	(763,494)	(600,000)	(750,000)	(150,000)	25.00%
PERCAP / OCC TAXES	(588)	-	-	-	#DIV/0!
INTEREST EARNINGS	(305,180)	(145,000)	(135,000)	10,000	-6.90%
GRANTS AND PROGRAM REVENUE	(1,078,791)	(962,989)	(877,000)	85,989	-8.93%
RENTAL REVENUE	(75,346)	(81,000)	(70,000)	11,000	-13.58%
TUITION REVENUE	(96,329)	(135,000)	(130,000)	5,000	-3.70%
MISCELLANEOUS REVENUE	(250,556)	(117,250)	(136,000)	(18,750)	15.99%
HEALTHCARE PREMIUMS	(260,285)	(247,703)	(273,000)	(25,297)	10.21%
LOCAL REVENUES	(41,678,281)	(42,746,355)	(43,668,666)	(922,311)	2.16%
STATE REVENUES	(19,165,999)	(21,681,973)	(19,609,108)	2,072,865	-9.56%
FEDERAL REVENUES	(2,833,002)	(1,583,981)	(829,281)	754,700	-47.65%
OTHER FINANCING SOURCES	(39,055)	-	-	-	#DIV/0!
TOTAL REVENUES	(63,715,337)	(65,012,309)	(64,107,053)	1,905,254	-2.89%

**Penn Manor School District
2011-2012 Proposed Final Budget
Information
May 17th, 2011**

May 17th, 2011
June 20th, 2011

Proposed Final Budget
Final Budget

Executive Summary – The Proposed Final Budget for 2011-12 is being presented with a funding gap of \$924,769. This gap will be offset by planned use of the district’s fund balance. The budget is still considered to be “under construction” with adjustments to be made before the Final Budget is approved on June 20th.

This document is divided into several sections:

- **2011-12 Proposed Final Budget – A summary spreadsheet showing comparisons between the Final Budget for 2010-11 and the Proposed Final Budget for 2011-12. Columns have been added to highlight monetary and percentage changes between budget years by category.**
- **Revenues – A narrative section that provides explanations of various areas on the “revenue” side of the budget.**
- **Expenses – A narrative section that provides explanations of various areas on the “expense” side of the budget.**

Per Act 1 the district may only increase millage up to 1.7%. In recognition of economic factors and future projections that include increased employee pension costs, the loss of Federal stimulus funding, and the uncertainty of future state revenue contributions, the administration is recommending a tax increase of 1.70% for the 2011-12 budget. The final decision on a real estate tax increase rests with the school board and will be made at the June 20th meeting.

REVENUES

Revenues are classed according to their "source" – Local, State, Federal and Miscellaneous.

Local Revenue Sources

Real Estate Tax Revenue – Projected revenues from real estate taxes were based upon a projected assessment total of \$2,331,485,400 using the proposed tax rate of 16.73 mills and a 96.67% collection rate. At this level of assessment, the "mill net collectible" is \$2,253,740. (A mill net collectible is the tax revenue generated by a 1 mill increase) This number has been adjusted to include information through April, 2011 received from Lancaster County Assessment Office. The increase in revenue was generated by natural growth of the assessed tax base and a 1.64% increase in tax millage for 2010-11 as recommended by the administration. Under this scenario, the millage would rise from 16.46 to 16.73.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Real Estate Taxes	34,169,442	35,903,413	36,548,550	645,137	1.80%

Tax Rebate Program (Contra-Revenue) – Projected payout for the property tax rebate program is budgeted for \$55,000. This program was designed to help taxpayers with incomes less than \$15,000 with a rebate based upon the PA State Tax Rebate Program.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Tax Rebate Program	(52,059)	(68,000)	(55,000)	13,000	19.12%

Interim Tax Revenue – Projected revenues from interim real estate taxes are based upon expected billing for new home construction and real estate additions during the fiscal year. Significant fluctuations in past years combined with the economic downturn have made this source of revenue difficult to predict.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Interim Taxes	428,542	400,000	350,000	(50,000)	-12.50%

Earned Income Tax Revenue – The earned income tax for residents of our district is 1%. The revenue is collected by the Lancaster County Tax Collection Bureau and distributed to the appropriate municipalities and school districts. Penn Manor splits the revenue collected with the five municipalities in our district. (.5% to the district, .5% to the municipalities) The budget is based upon projections from the tax bureau and could be significantly impacted by the implementation of ACT 32 provisions.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Earned Income Tax	3,688,082	3,700,000	3,854,116	154,116	4.17%

Real Estate Transfer Tax Revenue – A 2% tax is collected whenever a property is sold in our district. 1% goes to the state and the remaining 1% is split by the school district and the municipality. We have done consistently better than budget in recent years, but projections should be tempered by concerns of the housing market.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Real Estate Transfer Tax	613,726	522,000	600,000	78,000	14.94%

Delinquent Real Estate Tax Revenue – Currently, collections of delinquent taxes are handled by the County Tax Claim Bureau. Historical data and trending is used when budgeting in this area. The totals of delinquent taxes have increased slightly in recent years, but collections seem to be keeping pace.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Delinquent Real Estate Tax	763,494	600,000	750,000	150,000	25.00%

Interest and Investment Revenue – The investment earnings have been calculated in consultation with our investment advisor. Estimated bank interest earnings have also been budgeted.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Investment Revenue	305,180	145,000	135,000	(10,000)	-6.90%

Rental Revenue – The rental income budget is projected using historical trend data.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Rental Income	75,346	81,000	70,000	(11,000)	-13.58%

Tuition and Program Revenue – The tuition and program income budget is projected using historical trend data.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Tuition and Program Revenue	96,329	135,000	130,000	(5,000)	-3.70%

Health Premiums from Retirees – The budget for health premiums for retirees is calculated using an estimated rate times a projected number of retirees.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Health Premiums from Retirees	260,285	247,703	273,000	25,297	10.21%

Miscellaneous Revenue – This budget area includes such items as rebates, fees, fines, tax certification charges, and the naming rights funding.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Miscellaneous	250,536	117,250	136,000	18,750	15.99%

IDEA Funding – Offset by equal expense budget.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
IDEA Funding	1,027,855	925,989	840,000	(85,989)	-9.29%

ACCESS Funding – Offset by equal expense budget.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
ACCESS Funding	8,521	12,000	12,000	0	0.00%

State Revenue Sources

Basic Education Subsidy – The amount budgeted came from the Governor’s budget estimates as released. The amount may be in question as continued debate and negotiations occur at the state level. Substantial cuts to funding have occurred.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Basic Educational Subsidy	9,599,549	11,797,393	10,503,711	(1,293,682)	-10.97%

Charter School Subsidy – The Charter School subsidy line item was eliminated from the Governor’s budget.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Charter School Subsidy	148,235.41	124,946	-	(124,946)	-100.00%

Special Education Subsidy – The amount budgeted came from the Governor’s budget estimated as released.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Special Education Subsidy	2,583,338	2,552,874	2,567,567	14,693	0.58%

Transportation Subsidy – The amount budgeted is based upon a projection using the current year costs multiplied by factors as indicated in the state’s transportation subsidy calculation.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Transportation Subsidy	1,662,702	1,650,000	1,650,000	0	0.00%

Rentals & Sinking Fund Subsidy – This budget represents the state’s share of the debt service to be paid in the fiscal year and was determined using the scheduled debt service payments and the applicable reimbursable percentage.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Rental & Sinking Fund Subsidy	1,115,116	893,191	855,492	(37,699)	-4.22%

Health Services Subsidy – This subsidy does not vary too much from year to year and is budgeted for no increase over the 2008-09 estimated receipt.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Health Services Subsidy	104,928	103,437	103,43	0	0.00%

Vocational Education Subsidy – The amount budgeted came from the Governor's budget estimated as released.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Vocational Education Subsidy	67,189	71,917	72,000	(83)	-0.12%

Tuition for Court Placed Children Subsidy – Based upon historical trending, this subsidy is paid by the state to help offset the costs of educating students who are placed in the district as wards of the state. This amount fluctuates greatly from year to year.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Tuition for Court Placed Children	54,518	100,000	100,000	0	0.00%

State Share of Social Security – This budget represents the state's share of social security expense as calculated on the budgeted payroll accounts.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Social Security Reimbursement	1,104,604	1,178,544	1,158,043	(20,501)	-1.74%

State Share of Retirement – This budget represents the state's share of retirement expense as calculated on the budgeted payroll accounts. As has been presented, this number will increase in future years as the cost of funding the PSERS retirement plan increases.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Retirement Reimbursement	735,055	1,266,350	1,309,421	43,071	3.40%

PA Accountability Grant Funding – The subsidy line item was eliminated from the Governor’s budget.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
PA Accountability Grant	619,166	619,166	0	(619,166)	-100.00%

Dual Enrollment Grant Funding – The subsidy line item was eliminated from the Governor’s budget.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Dual Enrollment Grant	35,318	34,776	0	(34,776)	-100.00%

Federal Revenue Sources

Title I Grant Funding – Offset by equal expense budget.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Title I Funding	515,992	560,927	567,440	6,513	1.16%

Title II Grant Funding – Offset by equal expense budget.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Title II Funding	131,938	131,000	137,841	6,841	5.22%

ACCESS Funding – Offset by equal expense budget.

Revenue Source	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
ACCESS Funding	168,516	125,000	124,000	1,000	0.80%

Expenses

Expenses are budgeted by "Category" and are presented in several groupings. Overall expenditures were reduced 3.8% over the current year budget.

Educational / Department / Program Budgets

Building Level Budgets – Building Level budgets contain funds used by building principals for supplies, books, equipment, repairs and conferences as they relate to the instructional program in the buildings. The overall pool of money was reduced by 25% and was distributed based upon enrollment. While the total available funds are determined by the administration, the principals are responsible for allocating the resources for their programs.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
BUILDING LEVEL BUDGETS	1,165,395	899,542	674,658	(224,884)	-25.00%

Special Education Department Budget – The Special Education Department is administered by the director of Special Services and contains funds used for supplies, books, equipment, repairs, and purchased services for the internal special education and speech programs. Funds for IU programs and tuition for special classes are located elsewhere in the budget.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
SPECIAL EDUCATION DEPT	261,373	132,500	116,000	(16,500)	-12.45%

Psychology Budget – The Psychology budget is administered by Dr. Hoepfel and contains funds used for activities concerned with administering psychological tests and interpreting the results, gathering and interpreting information about student behavior, working with other staff members in planning school programs to meet the special needs of students as indicated by psychological tests, and behavioral evaluation and planning and managing a program of psychological services including psychological counseling for students, staff and parents. The budget was increased to include the costs of outsourcing the SAP program.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
PSYCHOLOGIST	13,236	16,000	37,500	21,500	134.38%

ESL Budget – The English as a Second Language budget is administered by Mrs. Carroll and contains funds for books, supplies, conferences and local travel to support our ESL program.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
ESL	3,725	6,898	6,500	(398)	-5.77%

In-Service Budget – The in-service budget is administered by Ms. Pollock and funds the internal in-service program as well as the new teacher induction program and the Excel program.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
INSERVICE	7,801	10,000	4,100	(5,900)	-59.00%

Tuition Payments Budget – The tuition payments budget is used to fund tuition to cyber and charter schools. In addition payments are made from this category for tuition costs for students being educated by other school districts as a result of special placement arrangements.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
TUITION PAYMENTS	850,180	927,500	1,006,500	79,000	8.52%

Gifted Budget – The gifted budget is administered by Mrs. Murray and contains funds for books, supplies, conferences and local travel to support our gifted program.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
GIFTED	8,173	12,407	10,600	(1,807)	-14.56%

Special Programs Budget – The special programs budget is administered by Ms. Pollock and covers the books, supplies, purchased services and transportation for the Summer Break program.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
SPECIAL PROGRAMS	3,496	6,725	4,165	(2,560)	-38.07%

Differentiated Supervision Budget – The DSSD program is administered by Ms. Pollock. Funding has been eliminated.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
DSSD	100	4,000	-	(4,000)	-100.00%

Homebound Budget – The homebound budget is administered by Ms. Pollock and contains funds for local travel to support our homebound program.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
HOMEBOUND	2,594	4,950	3,000	(1,950)	-39.39%

Operational / Administrative Budgets

Disposal Budget – The disposal services budget is administered by Mr. Wolfgang and funds the collection and disposal of trash, hazardous waste and medical waste. Reduced costs were realized with the latest bid for services.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
DISPOSAL	46,852	72,000	49,000	(23,000)	-31.94%

Maintenance/Custodial Budget – The maintenance and custodial budget is administered by Mr. Coleman and funds the activities concerned with keeping the physical plant open, comfortable and safe for use, and keeping the grounds, buildings and equipment in working condition and state of repair. Budget reductions may affect aesthetic items normally covered by these funds.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
MAINTENANCE / CUSTODIAL	614,995	594,275	480,000	(114,275)	-19.23%

Transportation Budget – The transportation budget is administered by Mrs. Kelshaw and funds expenditures concerned with the conveyance of students to and from school, as provided by State and Federal law. It includes transportation costs only for trips between home and school and from school to school including non-public schools. Transportation costs for educational field trips are covered by building budgets where applicable. Significant changes are being implemented for the 2011-12 school year including elimination of mid day kindergarten transportation, streamlined bus routes and increased walking distances.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
TRANSPORTATION	2,718,753	2,827,298	2,650,050	(177,248)	-6.27%

Data Processing Budget – The data processing budget is administered by Mr. Reisinger and funds expenditures designed to support the technology infrastructure of the district. Expenses would include, support agreements, data transport services, purchased services local travel costs and conferences. Included also are costs involved with the addition of network storage capacity.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
DATA PROCESSING	154,309	169,750	169,750	-	0.00%

Technology Budget – The technology budget is administered by Mr. Reisinger and funds new initiatives, software, equipment, equipment replacement, technology supplies and conference costs. Significant budget reductions may affect some technology projects, but resources are still available through the Technology Capital Reserve Fund.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
TECHNOLOGY	314,697	325,000	234,100	(90,900)	-27.97%

Athletics Budget – The athletics budget is administered by Mr. Roth and contains items related to the athletic program such as supplies, uniforms, equipment, and the rental of the swimming pool, bowling alley and golf course and items such as entry fees and officials pay. Salaries for coaches are located elsewhere in the budget.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
ATHLETICS	131,129	198,710	181,710	(17,000)	-8.56%

Public Relations Budget – The public relations budget is administered by Ms. Rhoades and funds expenditures related to the district newsletter, employee recognition dinner, alumni wall of honor dinner as well as other public relations activities.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
PUBLIC RELATIONS	20,799	26,300	22,500	(3,800)	-14.45%

Utilities Budget – The utilities budget is used to fund expenses for gas service, electricity, water & sewer, and bulk fuel for heating. The district is involved with a consortium to help reduce costs in this area. The new energy policy will help to reduce costs in this area.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
UTILITIES	1,155,568	1,651,883	1,359,400	(292,483)	-17.71%

Health Budget – The health budget is administered by Ms. Pollock and funds activities concerned with the physical health of students, such as health appraisal, including screening for vision and hearing deficiencies; periodic health examinations; emergency injury and illness care and communications with parents and medical officials.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
HEALTH	17,030	14,770	15,000	230	1.56%

Contracts Budget – The contracts budget is administered by Mr. Coleman and funds the automatic temperature control contracts in place for the district. These automatic systems allow for the efficient running of the heating and cooling systems for the buildings.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
CONTRACTS	190,439	190,071	194,630	4,559	2.40%

Insurance Budget – The insurance budget funds the Student / Athletic Policy, the General Liability and Property Policy, the Errors & Omissions Policy and the Underground Fuel Tank Policy. The district participates in the Lancaster Lebanon Public School Insurance Pool.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
INSURANCE	189,575	198,500	203,725	5,225	2.63%

Communications Budget – The communications budget is administered by Mr. Reisinger and funds the telephone operations for the district. Included are expenses for dial tone services, repairs, telephone usage, long distance and cell phones.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
COMMUNICATIONS	36,956	73,784	52,200	(21,584)	-29.25%

Legal / Accounting Budget – The legal and accounting budget funds the expected costs for these services. While the accounting fees result from the annual audit, the legal fees stem from actions discussed and or taken with our solicitors for normal district operations as well as for the gifted and special education areas.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
LEGAL / ACCOUNTING	159,211	205,600	220,600	15,000	7.30%

Debt Service Budget – The debt service budget funds the principal and interest payments required by the district's outstanding debt.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
DEBT SERVICE	7,828,837	7,813,853	7,800,000	(13,853)	-0.18%

Alternative Schooling Budget – The alternative schooling budget is used to fund expenses related to the Penn Manor students attending alternative schools such as the Lancaster County Academy, the Lancaster County Career and Technology Center and other school districts that educate students on our behalf. While the AVTS debt service has been paid off, the district continues funding future, expected debt for the CTC bond to be issued for the renovation and modernization of facilities.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
ALTERNATIVE SCHOOLING	1,525,007	1,627,787	1,532,180	(95,607)	-5.87%

IU Special Education Budget – The IU special education budget covers the costs of educating students in special IU classes, as well as at the LCCTC. In addition, payments are made to the IU for their base operating budget, the joint purchasing consortium and the IU recruiting consortium. The IU Special Education contract is largely offset by IDEA funding.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
IU SPECIAL EDUCATION	621,205	1,059,969	1,441,372	381,403	35.98%

Fund Transfer and Reserves Budget – The fund transfer and reserves budget is set up to fund planned transfers to the Capital Reserve Fund and the Food Service Fund. The transfer for the food service fund is to cover large health expenses in the current year. Cutting planned transfers to capital reserves will have an impact on our ability to fund future projects on the maintenance plan.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
FUND TRNSFR AND RESERVES	3,565,462	750,000	750,000	-	0.00%

District Costs Budget – The district costs budget contains the funding for a variety of annual expenses. Items such as copier costs, school board costs, superintendent costs, business office costs, district calendar costs, postage costs, tax collection costs, printing, supplies, school resource officer and crossing guard costs are all included in this budget category.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
DISTRICT COSTS	709,770	787,913	675,253	(112,660)	-14.30%

Salary and Benefits Budgets

Salary Budget – The district budgets for all salaries in this category except for those covered by grants. As a budgeting aid, salaries are sub-grouped into areas such as administrative, department coordinator, building and classroom aides, custodial, maintenance, secretarial, technology, professional staff, substitutes, long term substitutes and miscellaneous positions. Significant savings can be attributed to the salary freeze for all staff and the large amount of retirees.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
SALARIES	28,315,805	30,811,436	30,275,614	(535,822)	-1.74%

Healthcare Budget – The district budgets for healthcare in this category except for expenses covered by grants. The district participates in a consortium and is self-funded for healthcare expenses using HealthAmerica as our third party administrator. The estimated amount budgeted comes from a projection based upon our population and experience.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
HEALTH	5,019,939	6,200,000	6,200,000	-	0.00%

Dental Budget – The district budgets for dental coverage in this category. The estimated amount budgeted comes from a projection based upon our population and experience.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
DENTAL	423,674	450,000	470,000	20,000	4.44%

Life Insurance Budget – The district budgets for life insurance in this category.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
LIFE	30,498	37,000	35,000	(2,000)	-5.41%

Income Protection Budget – The district budgets for income protection coverage in this category.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
INCOME PROTECTION	55,555	67,400	67,000	(400)	-0.59%

Social Security Budget – The district budgets for the employer’s portion of social security expense in this category based upon the total salaries budgeted. The district receives approximately 50% of this expense back as a subsidy from the state.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
SOCIAL SECURITY	2,199,066	2,357,087	2,316,084	(41,003)	-1.74%

Retirement Budget – The district budgets for the employer’s portion of retirement expense in this category based upon the eligible salaries budgeted. The contribution rate will rise to 8.65%. Future increases will present major challenges for the district. The district will receive approximately 50% of the actual expense back as a subsidy from the state.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
RETIREMENT	1,371,434	2,532,699	2,618,841	86,142	3.40%

Tuition Reimbursement Budget – The district budgets for tuition reimbursement expenses that result from the section of the negotiated agreement dealing with tuition reimbursement for classes taken in accordance with the agreement. In addition an amount is budgeted for support staff reimbursement expenses.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
CREDIT REIMBURSEMENT	451,072	440,000	515,000	75,000	17.05%

Unemployment Budget – The district budgets for unemployment expenses in this category. The estimated amount budgeted comes from a projection based upon historical projections.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
UNEMPLOYMENT	27,420	50,000	50,000	-	0.00%

Workers Compensation Budget – The district budgets for expenditures for Worker’s Compensation insurance coverage in this category. The district is involved with a consortium to help reduce costs in this area.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
WORKERS COMP	179,718	199,100	215,000	15,900	7.99%

Grants and Programs Budgets

Grants and programs are budgeted on both the revenue side and the expense side of the budget. All expenses are assumed to be fully reimbursed during the fiscal year.

PA Accountability Grant – The Pennsylvania Accountability Grants was eliminated from the Governor’s budget proposal for 2011-12.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
PA Accountability Grant	619,166	619,166	0	(619,166)	-100.00%

Dual Enrollment Grant – The dual enrollment grant has been eliminated from the Governor’s budget proposal for 2011-12.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Dual Enrollment Grant	35,318	34,776	0	(34,776)	-100.00%

Access Funding – The district continues to apply for funds that are reimbursed from the federal Medicaid School Based ACCESS Program for direct health-related services. The funds are restricted and must be used within the special education program. They may not be used to supplant professional positions that the LEA has been supporting and they may not be transferred to the district general fund and used outside the special education program.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
ACCESS Funding	168,516	125,000	124,000	(1,000)	-0.80%

Title II Funding – The district receives federal funding from Title II to be used for preparing, training and recruiting high quality teachers and principals and includes improving teacher quality, professional development and class size reduction.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Title II Funding	131,938	131,000	137,841	6,841	5.22%

Title I Funding – The district receives federal funding from Title I to be used for improving the academic performance of the disadvantaged and would include improving basic programs.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
Title I Funding	515,992	560,927	567,440	6,513	1.16%

IDEA Funding – The district receives funding from the federal IDEA program for financial assistance to initiate, expand or improve educational programs for children with disabilities. Historically, these funds have been used to help offset the IU13 charges to the district.

Category	2009-10 Actual	2010-11 Budget	2011-12 Budget	2011-12 Inc \$\$	2011-12 INC %%
IDEA Funding	1,027,855	925,989	840,000	(85,989)	-9.29%

STIMULUS Title I Funding – The district received federal stimulus funding from Title I to be used for improving the academic performance of the disadvantaged and would include improving basic programs. The funding has been eliminated.

STIMULUS IDEA Funding – The district received funding from the federal IDEA program for financial assistance to initiate, expand or improve educational programs for children with disabilities. The funding has been eliminated.

Agenda – School Board Meeting
Penn Manor School District
Tuesday, May 17, 2011
Manor Middle School – Board Room
At Conclusion of the Committee of the Whole

CALL TO ORDER: Dr. Frerichs

PRAYER AND FLAG SALUTE: Mr. Rintz

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, June 6, 2011 following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES: May 2, 2011
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

TREASURER’S REPORT: April 2011
<http://www.pennmanor.net/blog/category/tr/>

PAYMENT OF BILLS: April 2011
<http://www.pennmanor.net/blog/category/tr/>

General Fund	\$	2,471,393.80
Cafeteria Fund	\$	216,067.32
Capital Reserve Fund	\$	31,399.68
Technology Capital Reserve	\$	27,825.00
2010 Construction Fund	\$	469,303.57
Student Activity Fund	\$	28,089.04

Item 1. **Review of School Board Meeting Agenda** – Dr. Frerichs

Item 2. **Consent Agenda for the Committee of the Whole Meeting** – The committee is recommending approval of the following: (ROLL CALL)

- A. Hambright Elementary School – to begin design work for a new Hambright Elementary School on the Manor Middle Campus utilizing the services of Crabtree Rohrbaugh Associates.
- B. Copier Agreement with IKON Office Solutions, Inc. for copier services for the monthly lease amount of \$9,824.43 as per the attached documentation (see pages 6 – 12).
- C. Adoption of the 2011-2012 Penn Manor School District Proposed Final Budget
 - 1. Adoption of a proposed final budget for 2011-2012 listing expenditures in the amount of \$64,423,313.00.
 - 2. Adoption of the resolution authorizing the advertising of the tentative budget and setting the date of June 20, 2011 for consideration of the final adoption of the budget (see pages 13 – 14).

Item 3. **Consent Agenda for Administrative Actions** – The administrative staff is recommending approval of the following: (ROLL CALL)

- A. Budget Transfers listed on Penn Manor’s web page (<http://www.pennmanor.net/tr/>).
- B. Authorization to Bid and Advertise the Manor Middle School fire alarm system replacement project.
- C. Authorization to Bid and Advertise the Letort sewer line installation project.
- D. Student and Athletic Accident Insurance – purchase of insurance from Ace American Insurance Company at an annual premium of \$11,735 and offering voluntary accident insurance to students at a rate of \$30 per year for school time coverage and \$116 per year for 24 hour per day coverage for the 2011-2012 school year.

Explanation: This policy covers all enrolled students who participate in interscholastic sports including band members, cheerleaders, majorettes, student coaches, student trainers, and student manager. Also covered are all non-athletic, interscholastic or extracurricular activities. The amount represents a 4.69% increase over last year.

- E. School Resource Officer agreement with the Millersville Police Department for the 2011 – 2012 school year to pay 75% of the salary of School Resource Officer, Jason Hottenstein, with total payments not to exceed \$61,300.

Explanation: This figure represents an increase of \$800 from the 2010-2011 school year due to increased contractual costs from Millersville Borough.

- F. Aesop Bi-Directional Integration Application Proposal/Agreement with Professional Systems, Software and Technologies, LLC to provide software integration between Aesop and Munis (see pages 15 – 17).

Explanation: The software will allow time, attendance and accrual information to move between separate software packages.

- G. Approval of Graduates – The members of the Class of 2011 to receive their diplomas provided that they have met the necessary criteria as established by the board policy to be considered as graduates.

- H. Educational Agreement with a special education student.

- I. Change Order – High School Soffit Replacement project with Donald E. Reisinger, Inc. in the amount of \$2,816.02.

Explanation: To caulk window units, replace wet insulation and rusted furring channels above the loading dock area.

- J. Tax Exonerations as cited.

<u>BILL NO.</u>	<u>NAME</u>	<u>REASON</u>	<u>ASSESSMENT CHANGE</u>	<u>TAX DOLLARS LOST</u>
<i>Martic Township</i>				
43010-3-376	DEVONSHIRE, Bessie Susie	MOBILE HOME REMOVED	\$ 3,700.00	\$ 60.90
43009-3-376	DEVONSHIRE, Bessie Susie	MOBILE HOME REMOVED	\$ 3,700.00	\$ 58.87

- K. Mowing Services Agreement with Your Estate Service, Inc. to provide mowing services for Hambright Elementary School for a fee of \$160 per mow.

Explanation: Services will include mowing, weed-eating and blowing of walks. Proposed services will eliminate the need to purchase a replacement tractor for a building that is being proposed to close.

- L. Design Proposal for Marticville Middle School Basketball Courts proposal by Derck & Edson for \$2,850 to provide design for plans and specifications for the repairs to the basketball courts at Marticville Middle School.

Explanation: Due to the modular classrooms being located on the basketball courts during renovation, we were unable to overlay the paving at that time. In addition, damage occurred to the courts resulting from the foundations of the modular classrooms.

- M. IU13 Job Training Services contract for Job Training services provided by IU 13 for the 2011-2012 school year (see pages 18 – 20).

Explanation: This contract is based upon preliminary unit costs of \$309.51 per day for 324 days in the 2011-2012 school year. Reconciliation will be done at the end of the school year to adjust the costs based upon actual expenditures and membership records.

- N. IU 13 Occupational/Physical Therapy Services provided by IU 13 for the 2011-2012 school year (see pages 21 – 23).

Explanation: This contract is based upon preliminary unit costs of \$84.54 per hour for 400 hours in the 2011-2012 school year. Reconciliation will be done at the end of the school year to adjust the costs based upon actual expenditures and membership records.

- O. IU 13 Speech/Language Services provided by IU 13 for the 2011-2012 school year (see pages 24 – 26).

Explanation: This contract is based upon preliminary unit costs of \$81.36 per hour for 700 hours in the 2011- 2012 school year. Reconciliation will be done at the end of the school year to adjust the costs based upon actual expenditures and membership records. (This service will be provided only to Penn Manor students in placements outside of the Penn Manor School District.)

- P. Special Education Contract with Intermediate Unit #13 to provide special education services, special education support services and to set hourly rates for services for interpreters, physical therapy and occupational therapy (see pages 27 – 29).

Item 4. Consent Agenda for Personnel – The administrative staff is recommending approval of the following: (ROLL CALL)

- A. Substitute teachers within the school district until such time that either the school district or the individual would opt to have their name deleted from the substitute teacher list.

Tammi S. Onuschak

Kristi E. Sellers

- B. Employment of the individuals listed per the effective date for the 2010-2011 school year (see page 30).

- C. Change in Status for the 2011-2012 school year (see pages 31 – 32).

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

Any district resident or taxpayer wishing to address the Board of School Directors may do so at each meeting during the agenda item titled Citizen's Comments. At this time the President will ask if any district resident or taxpayer wishes to address the Board of School Directors. If so, the following procedures shall be followed:

- The resident or taxpayer wishing to speak will be recognized by the President and then state his/her name and address.
- The speaker may choose to speak at that time or request a delay until specific agenda item is before the Board of School Directors for consideration.
- Comments shall be limited to no more than five minutes.
- The chair may limit repetitive comments.
- The right to comment is for the purpose of addressing the Board of School Directors, not for asking questions of the directors or persons employed by the Penn Manor School District.
- Vulgar, abusive, obscene, profane language, defamatory remarks will not be permitted.



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Product Schedule Number: _____

State and Local Government Master Agreement Number: 1013136

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and Penn Manor School District, as Customer ("Customer" or "you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Master Agreement.

CUSTOMER INFORMATION

Penn Manor School District				Christopher Johnston			
Customer (Bill To) 2950 Charlestown Road				Billing Contact Name			
Product Location Address Lancaster Pa 17603				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 717.872.9500			Billing Contact Facsimile Number 717-872-9505		Billing Contact E-Mail Address chrisj@pennmanor.net		

PRODUCT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
13	Ricoh MP 2851
8	Ricoh MP 4001
4	Ricoh MP 6001
14	Ricoh MP 8001
10	Ricoh MPC 4501

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>
60

Minimum Payment <i>(Without Tax)</i>
\$ 9,842.24

Minimum Payment Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

Advance Payment
<input type="checkbox"/> 1 st Payment
<input type="checkbox"/> 1 st & Last Payment
<input type="checkbox"/> Other: _____

Guaranteed Minimum Images*°	
Black/White	Color
1,500,000	30,000

Cost of Additional Images°	
Black/White	Color
.004	.05

Meter Reading/Billing Frequency
<input type="checkbox"/> Monthly
<input checked="" type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

* Based upon Minimum Payment Billing Frequency

° Based upon standard 8-1/2" x 11" paper size. Paper sizes greater than 8-1/2" x 11" may count as more than one image.

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date.
- You, the undersigned Customer, have applied to us to use the above-described items ("Product") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**

1-888-ASK IKON www.ikon.com

Customer Initials _____

3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: Pricing per PA COSTARS Contract

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: IKON OFFICE SOLUTIONS, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
--	---

IKON OFFICE SOLUTIONS, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS



The below service commitments (collectively, the "Service Commitments") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), and a wholly owned subsidiary of Ricoh Americas Corporation. The words "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. IKON will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered product and soft-metered product). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

RESPONSE TIME COMMITMENT

IKON will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any IKON office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

IKON will service the Product to be Operational with a quarterly uptime average of 98% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON and will end when the Product is again Operational. You agree to make the Product available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, IKON will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both you and IKON. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by you and IKON for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Image Management Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule or Amendment will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your IKON Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Service Commitments and in the unlikely event that IKON is not able to repair the Product in your office, IKON, at IKON's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at IKON's service center, or IKON will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Image Management Plus Commitments, Customer's exclusive remedy shall be for IKON to re-perform any Services not in compliance with this warranty and brought to IKON's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. If you are dissatisfied with IKON's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your IKON sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. IKON will follow up within 8 business hours of a call or e-mail to one of our account management team members requesting a metrics review. IKON will, upon your request, be pleased to annually review your business environment and discuss ways in which we may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210. Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local IKON office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. IKON is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Product Schedule within a two (2) day timeframe. To ensure the most timely response please call 1-888-ASK-IKON.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by IKON, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless IKON and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by an "IKON Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, IKON may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Image Management Plus Commitments as of _____, 20 11.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

IKON OFFICE SOLUTIONS, INC.

By: _____
Name: _____
Title: _____
Date: _____

Penn Manor School District Fleet Configuration - 2011

Qty	VPN	DESCRIPTION
13	mp2851	Ricoh MP 2851
13	414143	ARDF 3030
13	413673	2-Tray Paper bank (PB3030)
13	414125	Bridge Unit 3020
13	412730	SR790 finisher
13	415682	DOSS Type IJK-E
13	414120	PostScript Type 3350

Qty	VPN	DESCRIPTION
8	mp4001	Ricoh MP 4001
8	415002	2-Tray Paper bank (PB3040)
8	414175	Bridge Unit 3030
8	412730	SR790 finisher
8	415682	DOSS Type IJK-E
8	413954	PostScript Type 5000

Qty	VPN	DESCRIPTION
4	mp6001	Ricoh MP6001
14	mp8001	Ricoh MP 8001
18	414517	RT43 LCT
15	414957	SR4030 Finisher
3	414950	SR4040 Finisher (Saddle Stitch)
2	412209	Hole Punch Unit Type 3260
18	415681	DOSS Type HM-E
18	415050	PostScript Type 9001

Qty	VPN	DESCRIPTION
10	mpc4501	Ricoh MPC 4501
10	415455	2-Tray Paper bank (PB3040)
10	414175	Bridge Unit 3030
10	412730	SR790 finisher
10	415483	Postscript Type C5000



Work Order - US
Ricoh Americas Corporation

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
Various	Various		

Customer must already be an Ricoh customer to use this form without being part of the SFP

Bill To Cust No.: _____ Pymt Method: _____ Ship To Customer No.: _____ PO No.: _____ PO Date: _____
 Bill To Customer: Penn Manor School District Ship To Customer: Penn Manor School District
 Address: 2950 Charlestown Road Address: 2950 Charlestown Road
 City: Lancaster State: Pa Zip: 17603 City: _____ State: _____ Zip: _____
 Customer Contact: Charlie Reisinger Title: Technology Director Phone: 717-872-9500
 Ricoh Sales Rep: Robert A. Monca Phone: 717-526-2309
 MPS/FSM/SAM/SAC: _____ SC: _____ SC-C: _____ SA/SSA: _____

Description of Services

Professional Services Provided - 1st Task	Professional Services Provided - 2nd Task	Professional Services Provided - 3rd Task
HD Surrender o Remove existing hard drive and surrender to customer	Installation - Ricoh @Remote Connectivity o Install and configure printer interface o Assist customer in connecting to their network o 1 RC Gate Appliance o System Administrator Training	Installation - Ricoh Basic Scan (Scan to Folder/eMail) o Design and perform solution implementation plan o Installation and configuration for 5 users o Administrator training o Key Operator training o End User training

Task	eIKON Code	OMD Code	Qty	Price	Ext. Price	Notes
1	HDSURRENDER	N/A	49	\$50.00	\$2,450.00	Included in Lease
2	PS-INSRICREMOTE	WPSR40	1	\$0.00	\$0.00	
3	PS-INSRICBASSCAN	WPSR40	49	\$0.00	\$0.00	Total Price: \$2,450.00

This Work Order shall be effective as of the date of execution by both Ricoh and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

CUSTOMER	RICOH AMERICAS CORPORATION
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

The performance by Ricoh of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages Ricoh to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay Ricoh the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh). Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services. Customer acknowledges that Ricoh's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

Ricoh shall perform its Services in a professional manner. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturers of the software, tools and/or products utilized by Ricoh in connection with its Services hereunder, to the extent transferable and without recourse. If Customer has engaged Ricoh to provide Customer tools to assist Customer in Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of Ricoh. This Work Order shall be interpreted in accordance with the substantive laws of the State of New Jersey, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.





Work Order - US
Ricoh Americas Corporation

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
Various	Various		

Customer must already be an Ricoh customer to use this form without being part of the SFP

Bill To Cust No.:	Pymt Method:	Ship To Customer No.:	PO No.:	PO Date:
Bill To Customer: Penn Manor School District		Ship To Customer: Penn Manor School District		
Address: 2950 Charlestown Road		Address: 2950 Charlestown Road		
City: Lancaster	State: Pa	Zip: 17603	City:	State:
Customer Contact: Charlie Reisinger	Title: Technology Director		Phone: 717-872-9500	
Ricoh Sales Rep: Robert A. Monca	Phone: 717-526-2309			
MPS/FSM/SAM/SAC:	SC:	SC-C:	SA/SSA:	

Description of Services

Professional Services Provided - 1st Task	Professional Services Provided - 2nd Task	Professional Services Provided - 3rd Task
Connect Svc Tech - Segment 2 (21 to 30 ppm) o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's o System Administrator Training o End user training for print drivers/PPD's	Connect Svc Tech - Segment 3 (31 to 40 ppm) o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's o System Administrator Training o End user training for print drivers/PPD's	Connect Svc Tech - Segment 4 (45 to 69 ppm) o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's o System Administrator Training o End user training for print drivers/PPD's

Task	eIKON Code	OMD Code	Qty	Price	Ext. Price	Notes
1	PS-CONN2	WPWY20	13	\$0.00	\$0.00	Included in Lease
2	PS-CONN3	WPWY30	6	\$0.00	\$0.00	
3	PS-CONN4	WPWY40	4	\$0.00	\$0.00	Total Price: \$0.00

This Work Order shall be effective as of the date of execution by both Ricoh and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

CUSTOMER	RICOH AMERICAS CORPORATION
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

TERMS AND CONDITIONS

The performance by Ricoh of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages Ricoh to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay Ricoh the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh). Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services. Customer acknowledges that Ricoh's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

Ricoh shall perform its Services in a professional manner. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturers of the software, tools and/or products utilized by Ricoh in connection with its Services hereunder, to the extent transferable and without recourse. If Customer has engaged Ricoh to provide Customer tools to assist Customer in Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind. Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of Ricoh. This Work Order shall be interpreted in accordance with the substantive laws of the State of New Jersey, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.





Work Order - US
Ricoh Americas Corporation

Base Eq Model #	Base Eq Serial #	Email Address of PS Rep	Date of Services:
Various	Various		

Customer must already be an Ricoh customer to use this form without being part of the SFP

Bill To Cust No.:	Pymt Method:	Ship To Customer No.:	PO No.:	PO Date:	
Bill To Customer: Penn Manor School District		Ship To Customer: Penn Manor School District			
Address: 2950 Charlestown Road		Address: 2950 Charlestown Road			
City: Lancaster	State: Pa	Zip: 17603	City:	State:	Zip:
Customer Contact: Charlie Reisinger	Title: Technology Director		Phone: 717-872-9500		
Ricoh Sales Rep: Robert A. Monca	Phone: 717-526-2309				
MPS/FSM/SAM/SAC:	SC:	SC-C:	SA/SSA:		

Description of Services

Professional Services Provided - 1st Task	Professional Services Provided - 2nd Task
Connect Svc Tech - Segment 5 (70 to 90 ppm) <ul style="list-style-type: none"> o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's o System Administrator Training o End user training for print drivers/PPD's 	Connect PS Analyst - B2C Segment 4 & 5 <ul style="list-style-type: none"> o Design and perform solution implementation plan o Install and configure printer interface o Assist customer in connecting to their network o Install and setup print drivers/PPD's o System Administrator Training o End user training for print drivers/PPD's

Task	eIKON Code	OMD Code	Qty	Price	Ext. Price	Notes:
1	PS-CONN5	WPPWY50	14	\$0.00	\$0.00	Included in Lease
2	PS-CONN-B2C-4-5	WPPWYLD	10	\$0.00	\$0.00	
3						Total Price: \$0.00

This Work Order shall be effective as of the date of execution by both Ricoh and Customer. By signing below, the undersigned represent that they are duly authorized to enter into this Work Order on behalf of their respective entities.

CUSTOMER	RICOH AMERICAS CORPORATION
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

TERMS AND CONDITIONS

The performance by Ricoh of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages Ricoh to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay Ricoh the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to Ricoh hereunder within thirty (30) days of the date of the invoice submitted by Ricoh. If Ricoh undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. Ricoh may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transactions contemplated hereby (other than with respect to the income of Ricoh). Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services. Customer acknowledges that Ricoh's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

Ricoh shall perform its Services in a professional manner. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturers of the software, tools and/or products utilized by Ricoh in connection with its Services hereunder, to the extent transferable and without recourse. If Customer has engaged Ricoh to provide Customer tools to assist Customer in Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind. Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This Work Order may be amended only in writing executed by the authorized representatives of both parties. Any purchase order, service order or other Customer ordering document will not modify or affect this Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service ordered. This Work Order may not be transferred or assigned by Customer without the prior written consent of Ricoh. This Work Order shall be interpreted in accordance with the substantive laws of the State of New Jersey, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. This Work Order is separately enforceable as a complete and independent binding agreement, independent of all other Work Orders, if any. By signing, the Customer acknowledges and accepts the terms and conditions of this Work Order, and confirms that the undersigned has the necessary power and authority to enter into this Work Order on behalf of Customer.



PENN MANOR SCHOOL DISTRICT

Resolution Authorizing Proposed Final Budget
Display and Advertising

RESOLVED, by the Board of School Directors of Penn Manor School District, as follows:

1. The proposed Final Budget of the School District for the 2011- 2012 fiscal year on form PDE 2028 as presented to the School Board shall be considered the proposed Final Budget of the School District for the 2011- 2012 fiscal year and shall be made available for public inspection after this date.
2. At least ten (10) days before the date scheduled for adoption of the Final Budget, the Secretary shall advertise **Final Budget Notice** in substantially the form as presented to the School Board. The Notice shall be advertised once in a newspaper of general circulation and shall be posted conspicuously at the School District offices.

PENN MANOR SCHOOL DISTRICT

Final Budget Notice

NOTICE is given that the Proposed Final Budget for the General Fund of Penn Manor School District for the 2011- 2012 fiscal year in its most recent form is available for public inspection at the school district offices, 2950 Charlestown Road, Lancaster, Pennsylvania, and will be presented for adoption as a Final Budget at a school board meeting to be held in the board conference room of the Manor Middle School, 2950 Charlestown Road, Lancaster, Pennsylvania on June 20th, 2011. The budget will be amended before final adoption.

_____, Secretary

AESOP BI-DIRECTIONAL INTEGRATION APPLICATION PROPOSAL/AGREEMENT



School District: **Penn Manor School District**
 Address: **PO Box 1001, Millersville, PA 17551**
 Contact: **Charlie Reisinger**
 Title: **Director of Information Technology**
 Email: **Charlie@penmanor.net**
 Phone: **717-872-9500**

Proposal Date: **April 27, 2011**
 Cancellation Terms: **30 days written notice**
 Proposal Valid Through: **June 1, 2011**
 Billing: **Billed annually based on 10 months**
 (Two Months at no charge)
 Reference: **Penn Manor02d**

1.	Annual Subscription Fee	Employees	Rate	Monthly Investment
	A. Employees Requiring a Substitute	375	.80	300.00
	B. Employees Not Requiring a Substitute	0	.40	00.00
	Estimated Monthly Investment (Add A + B)			300.00
<u>Annual Contract based on 10 months</u> (Two Months FREE)				
	Estimated Annual Investment			\$ 3,000.00

2.	One-Time Set-Up and Training Fees	Amount
<input type="checkbox"/>	A. Standard System Setup (<i>Invoiced at signing, due in 30 days</i>) <ul style="list-style-type: none"> • Standard Remote Setup, Installation and Remote Training Less Implementation Discount	3,500.00 -250.00
<input type="checkbox"/>	B. PSST On-Site Training Option ___ Days @ \$1,500 = \$_____ • \$1,500 per day (6 hour minimum) plus travel expenses (At PSST standard pricing)	_____
Total One-Time Set-Up, Installation and Training Fees (A + B enter amount in 3A below): (<i>All travel and lodging costs, if applicable, are the responsibility of the school district – invoiced separately</i>)		_____

3.	Payment Schedule	Amount
	A. Setup and Training fees due 30 days after Agreement signing date (<i>Total from above</i>)	_____
	B. Estimated Annual Subscription Fee due 30 days after live data moved from Client's HR System to Aesop (<i>See 5b-i of Terms and Conditions</i>)	3,000.00
	C. Final Invoice based on Actual Investment due 30 days after Final Audit Terms: Net 30 days. (<i>See 5b-ii of Terms and Conditions</i>)	

4.	Custom Enhancements	Amount
	PSST will conduct (at no charge) a 1-2 hour in depth operational review with Client personnel, defining district processing requirements. Custom logic changes applicable only to a specific district may result in an additional investment.	TBD

5.	Proposal Acceptance
	Please read and agree with the Additional Terms & Conditions attached before accepting this proposal and dating below.
	Signature _____ Title _____ Agreement Date _____

ADDITIONAL TERMS AND CONDITIONS:

1. Subscription. Client is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") from Professional Systems, Software and Technologies, LLC (*PSST*) a 'Bi-Directional Integration Application' software system (**BDIA**).
2. PSST-BDIA Administrator. Client shall designate an employee to serve as its **BDIA** Administrator. The **BDIA** Administrator shall arrange to promptly attend on-line / remote training sessions using the **BDIA** provided by *PSST*. Client may also choose to have *PSST* provide training at: (i) Client's location; or (ii) *PSST* training facility in Louisville, Kentucky. If client chooses either (i) or (ii), the training required by the client will be established prior to the training event with all associated costs listed and then provided to Client for approval. In the event the **BDIA** Administrator retires; is promoted to another position; or no longer will be responsible for the **BDIA** for any reason; the Client will promptly notify *PSST* of such change and will also notify *PSST* of the identity of the proposed new **BDIA** Administrator. The proposed new **BDIA** Administrator shall attend or receive **BDIA** training at the Client's expense.
3. Initial Term. The Initial Term shall begin when data is successfully moved from the Client's HR System to Aesop. If neither party has given written notice to the other party within thirty days prior to the end of the Initial Term, this Agreement shall automatically renew yearly.
4. Annual Subscription Term. The Annual Subscription Term shall begin the 1st day of the month after data was successfully moved from the Client's HR System to Aesop (Example: Data moved March 15, 2010; Annual Subscription begins April 1, 2011 and renewals April 1st thereafter).
5. Payment. Client shall pay *PSST* as follows:
 - a. The One-Time Set-Up and Training Fees set forth on the first page of this Agreement will be invoiced to Client by *PSST* upon execution of this Agreement and shall be paid to *PSST* within thirty (30) days of such invoice; provided that if Client terminates this Agreement before receiving training, *PSST* will refund the One-Time Set-Up and Training Fees, less any out-of-pocket travel expenses related thereto incurred by *PSST* prior to the termination. If Client elects to receive training at *PSST* facility, Client shall be responsible for transportation, lodging and the like for Client personnel. If Client elects to receive 'On-site Training' at Client's facility, Client shall be responsible for Travel time (based on current hourly support rates), round-trip mileage, lodging, transportation and meals and will be invoiced during the month in which they were incurred. An additional 5% administrative surcharge will be added to these expenses (*excluding hourly support rates*).
 - b. The Estimated Monthly Investment (*Page 1, Section 1*) and the Estimated Annual Investment (*Page 1, Section 1*) set forth on the first page of this Agreement are merely general guidelines based on estimates Client provided.
 - (i) Upon data being moved successfully from the Client's HR System to Aesop, *PSST* will submit to Client an invoice for the Estimated Annual Subscription Fee, (*Section 3.B*). Terms: Net 30 Days.
 - (ii) At the end of the month in which the **BDIA** is fully functional for the Client, and after final auditing of the number of employees requiring replacements and those not requiring replacements, *PSST* will submit to Client a Final Invoice of the Actual Investment (*Section 3.C*) Terms: Net 30 Days.
 - c. In all following years, before the start of the next school year, *PSST* will calculate the Actual Monthly Investment based on actual employees on the **BDIA**, times the transactional rates on the first page of this Agreement, as amended from time to time, to yield the Actual Monthly Investment. The Actual Monthly Investment will be multiplied times ten (10) months to yield the Actual Annual Investment for the year. Two months usage shall be free. Said invoice shall be paid to *PSST* within 30 days of receipt. Should the number of employees on the **BDIA** change significantly during the year, *PSST* will recalculate the Estimated Annual Investment and render an invoice, or present a credit, for the remaining difference.
 - d. *PSST* reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Client. *PSST* reserves the right to apply a late fee of 1.5% of any amount due *PSST* whenever payment of the entire amount due on any date is not received by *PSST* within thirty (30) days of any payment due date.
6. PSST Assistance. *PSST* shall provide Client with commercially reasonable: (i) assistance in the initial installation and training of the **BDIA**; and (ii) ongoing telephone assistance regarding the use of the **BDIA** during the Initial Term and any renewal term during normal E.S.T. business hours, Monday through Friday, 08:00 – 17:30; provided that: (i) all telephone assistance rendered by *PSST* shall be to Client's **BDIA** Administrator; and (ii) *PSST* shall not be required to provide help desk support for services other than the **BDIA**.
7. Subscription Restrictions.
 - a. Without the prior written consent of *PSST*, Client shall not assign, transfer, pledge or otherwise encumber or dispose of any of Client's rights or obligations under this Agreement, including the Subscription.
 - b. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Client who are not the **BDIA** Administrator, or any business, school or operation acquired by Client by merger, consolidation, purchase, operation of law or otherwise, unless *PSST* agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of the **BDIA** for or by any third party. A transfer of control or ownership of Client shall be considered a prohibited transfer of Client's Subscription.
 - c. *PSST* may assign this Agreement to any third party acquiring all or substantially all of the assets of *PSST* in either a stock or asset sale by *PSST* to said third party.
 - d. *PSST* acknowledges that all data and other information regarding the Client's employees which may be acquired by *PSST* in the course of performing this Agreement are strictly personal and confidential, and shall be maintained as such. Any aggregate data acquired by *PSST* in the course of performing this agreement will be the sole property of *PSST*.

8. Limitation of Liability.

- a. *PSST* shall not be responsible or liable to Client for the following: (i) damages to *PSST* caused by Client or its employees; (ii) failure of Client to properly follow operating instructions provided by *PSST*; or (iii) damages occurring by virtue of Force Majeure, electrical malfunction or interruption, failure, or delay of telephone service.
- b. CLIENT AGREES THAT THE MAXIMUM LIABILITY OF *PSST*, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS, AND DIRECTORS FOR ALL DAMAGES, CLAIMS OR LOSSES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF *PSST* OR THIS AGREEMENT, AND INCLUDING THOSE RELATING TO THE NEGLIGENCE OF *PSST*, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT PURSUANT TO THIS AGREEMENT WITHIN ANY GIVEN CALENDAR YEAR.
- c. NO ACTION, REGARDLESS OF FORM, WHETHER AT LAW OR IN EQUITY, ARISING IN TORT OR ARISING OUT OF OR RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF *PSST* OR THIS AGREEMENT, MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.
- d. Anything herein to the contrary notwithstanding, the limitations upon the liability of *PSST* set forth in this Section shall not apply in the event that *PSST* unlawfully misappropriates personal or confidential information of Client; or in the event that Client should be made a party to any claim or action involving any alleged infringement by *PSST* of the intellectual property of a third party.
- e. Upon termination of this Agreement for any reason, whether as a result of Client's default or otherwise, the provisions of this Section shall survive termination and continue in full force and effect.

9. Default by Client. The following events shall constitute events of default by Client:

- a. Failure by Client to pay any amounts due under this Agreement within thirty (30) days after such amount becomes due.
- b. Failure by Client to observe or perform any other covenants, conditions or provisions contained in this Agreement, provided that such default shall continue for a period of thirty (30) business days after written notice thereof from *PSST* to Client.

10. Default by *PSST*. A failure by *PSST* to observe or perform any covenants, conditions or provisions contained in this Agreement, provided that such default shall continue for a period of thirty (30) business days after written notice thereof from Client to *PSST* shall constitute an event of default by *PSST* hereunder.

11. Remedies.

- a. If an event of default shall occur and be continuing beyond the applicable notice periods set forth above, the non-breaching party may, by written notice to the defaulting party, terminate this Agreement. Upon termination, *PSST* shall promptly return to Client any data, confidential information, materials, records and other information furnished to *PSST* by Client.
- b. If an event of default by Client shall occur and be continuing beyond the applicable notice periods set forth above, *PSST* may immediately terminate the Subscription and the rights granted to the Client under this Agreement and take all necessary actions to deny, prevent, and prohibit access the use of the **BDIA** by its employees; and *PSST* shall be permitted and is authorized to collect any monies due under this Agreement for services rendered as of the date of said termination. *PSST* shall return to Client, on a pro-rated basis, any fees paid in advance by Client that were not earned as of the date of termination.

12. Termination Without Cause by Client. Client may terminate this Agreement at any time, for any reason or no reason with thirty (30) days prior written notice to *PSST*. In the event Client terminates this Agreement pursuant to this Section, *PSST* shall be entitled to retain all monies received from Client pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Client. *PSST* shall promptly return to Client any data, confidential information, materials, records and other information furnished to *PSST* by Client. *PSST* shall return to Client, on a pro-rated basis, any fees paid in advance by Client that were not earned as of the date of termination.

13. Public Disclosure. In return for the Subscription, Client grants to *PSST* the right to publicly disclose the fact that Client is using the **BDIA**, including but not limited to, the reproduction and distribution of "screen shots" and/or "box shots" for *PSST* advertising and other promotional purposes. In no event shall *PSST* be authorized to disclose personal or confidential information of Client pursuant to this Agreement.

14. Copyright and Trademarks. Client acknowledges that all title, trademarks and copyrights in and pertaining to *PSST* and related materials are owned proprietary to *PSST*; are owned by *PSST* or its affiliated companies; and shall remain the sole property of *PSST* or its affiliated companies.

15. Notices. All notices under this Agreement shall be mailed via first-class mail, postage prepaid, to the parties hereto at their respective addresses set forth on the first page of this Agreement. Any party may change its mailing address by serving written notice of such change and of such new address upon all other parties hereto.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky other than the provisions thereof relating to the conflict of laws.

**LANCASTER-LEBANON INTERMEDIATE UNIT 13
CONTRACTED SERVICES AGREEMENT
FOR JOB TRAINING SERVICES (District Operated Classes)**

Dear District Superintendent:

Thank you for the opportunity to help serve the needs of the children of Penn Manor School District. Please review the following Service Agreement.

The contract for Job Training services ("Agreement") is made on May 17, 2011 by and between Lancaster-Lebanon Intermediate Unit 13 and Penn Manor School District.

BACKGROUND

Lancaster-Lebanon Intermediate Unit 13 has extensive background and expertise in providing Job Training services. Penn Manor School District desires to obtain Job Training services from Lancaster-Lebanon IU 13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: Penn Manor School District has identified a need for Job Training services and desires to use Lancaster Lebanon IU13 for the fulfillment of that need. Lancaster-Lebanon IU 13 agrees to provide such services through qualified Job Trainers.
2. Term: The term of Agreement will commence on July 1, 2011 and continue until June 30, 2012.
3. Professional Services: Lancaster-Lebanon IU 13 will furnish Job Trainers to coordinate and monitor the student job training needs as requested by Penn Manor School District. Lancaster-Lebanon IU 13 will organize and analyze all Job Training service data rendered (billable time). Lancaster Lebanon IU 13 Job Trainers will be available to attend meetings and participate in IEP conferences. Lancaster-Lebanon and Penn Manor School District each represent that Job Training services will be requested and provided, as the case may be without regard to race, sex, creed, color, religion, handicap or national origin. Students in district operated classes may be transported by a job trainer in an IU 13 vehicle for Community Based Vocational Instruction.
4. Qualifications: All Job Trainers furnished by Lancaster-Lebanon IU 13 shall receive staff development with respect to the services required. Lancaster-Lebanon IU 13 will be responsible for compliance and monitoring of the Federal Labor Standards Act (FLSA) and Federal and State guidelines for coverage of the Child Law Provisions.

Section 1-111 of the Pennsylvania School Code requires that employees of independent contractors obtain criminal background checks and child abuse history clearance records. Lancaster-Lebanon IU 13 will secure a criminal record check from the Pennsylvania State Police and a child abuse history clearance record for each Job Trainer who will have direct contact with students.

5. Service Rates: Lancaster-Lebanon IU 13 services will be billed at the rate of **\$309.51/day** for the 2011-2012 school year. This rate applies, but is not limited to,

establishing initial business certifications and maintaining business partnerships, on-site evaluation/consultation time, off-site follow-up documentation/consultation time, and travel time between Penn Manor School District schools. Contracted services will be provided in ½ day increments set on a weekly basis.

6. Billing Procedures: Lancaster-Lebanon IU 13 will invoice Penn Manor School District for services on a monthly basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor: Lancaster-Lebanon IU 13 is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between Lancaster-Lebanon IU 13 and Penn Manor School District shall be that of an independent contractor and principal. Penn Manor School District shall not provide any other compensation or benefit to, or for the benefit of, any Job Trainer(s) rendering services under this Agreement. Nothing contained in the Agreement will be construed to constitute Lancaster-Lebanon IU 13's, or any Job Trainer providing services, as an employee or agent of Penn Manor School District; nor shall Lancaster-Lebanon IU 13 or Penn Manor School District have any authority to bind the other in any respect.
8. Student Information: Lancaster-Lebanon IU 13, in order to fulfill its responsibilities under this Agreement will have a legitimate educational interest in creating and reviewing certain personally identifiable information regarding students ("Student Information"). Lancaster-Lebanon IU 13 shall be bound by the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act ("PPRA") and any other applicable federal, state and/or local statute or regulation regarding Student Information.

Lancaster-Lebanon IU 13 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. Lancaster-Lebanon IU 13 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to Lancaster-Lebanon IU 13's employees and representatives who need to know such information for the sole purpose of delivery educational services in accordance with the terms of this Agreement and who are provided with a copy of this confidentiality provision of the contract and agree to be bound by the terms thereof to the extent as if they were parties hereto. In the event that Lancaster-Lebanon IU 13 is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any student information, Lancaster-Lebanon IU 13 shall provide Penn Manor School District with prompt written notice of any such request or requirement so that Penn Manor School District may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, Lancaster-Lebanon IU 13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, Lancaster-Lebanon IU 13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which it is legally required to be disclosed, provided that Lancaster-Lebanon IU 13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Within one (1) year from the date that a student has completed services with Lancaster-Lebanon IU 13, Lancaster-Lebanon IU 13 shall return all Student Information to Penn Manor School District, no copies thereof shall be retained. The sole purpose for the

retention of the documents shall be to assist Lancaster-Lebanon IU 13 and Penn Manor School District in defending any claim by the student and/or the student's parents or natural guardians. Lancaster-Lebanon IU 13 shall certify in writing to Penn Manor School District that such action has been taken notwithstanding the return of the information; Lancaster-Lebanon IU 13 shall continue to be bound by its confidentiality obligations hereunder.

9. Service Days : Penn Manor School District will contract for the total number of days per week to be provided under this contract at 324.00 day(s).

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.

If the terms of this agreement meet your district's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to Lancaster Lebanon IU13 and retain a copy for your records.

In witness hereof, and intending to be legally bound, the parties hereto affix their signatures below:

By:

_____ District Superintendent

_____ Date

By:

_____ Lancaster Lebanon Intermediate Unit 13

_____ Date

**LANCASTER-LEBANON INTERMEDIATE UNIT 13
CONTRACTED SERVICES AGREEMENT
FOR OCCUPATIONAL/PHYSICAL THERAPY SERVICES**

Dear District Superintendent:

Thank you for the opportunity to help serve the needs of the children of Penn Manor School District. Please review the following Service Agreement.

The contract for therapy services ("Agreement") is made on May 17, 2011 by and between Lancaster-Lebanon Intermediate Unit 13 and Penn Manor School District.

BACKGROUND

Lancaster-Lebanon Intermediate Unit 13 has extensive background and expertise in providing occupational therapy and physical therapy services. Penn Manor School District desires to obtain OT/PT services from Lancaster-Lebanon IU 13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: Penn Manor School District has identified a need for school-based occupational/physical therapy services and desires to use Lancaster Lebanon IU13 for the fulfillment of that need. Lancaster-Lebanon IU 13 agrees to provide such services through credentialed therapists.

2. Term: ~~The term of Agreement will commence on July 1, 2011 and continue until June 30, 2012.~~
3. Professional Services: Lancaster-Lebanon IU 13 will furnish therapists to provide evaluation/consultation/treatment services as requested by Penn Manor School District. Lancaster-Lebanon IU 13 therapists will prepare appropriate reports and documentation concerning the services rendered. Lancaster-Lebanon and Penn Manor School District 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 Lancaster-Lebanon IU 13 shall be properly credentialed and experienced with respect to the services required.

Section 1-111 of the Pennsylvania School Code requires that employees of independent contractors obtain criminal background checks and child abuse history clearance records. Lancaster-Lebanon IU 13 will secure a criminal record check from the Pennsylvania State Police and a child abuse history clearance record for each therapist who will have direct contact with students.

5. Service Rates: Lancaster-Lebanon IU 13 services will be billed at the rate of **\$84.54** per hour for the 2011-2012 school year. This rate applies, but is not limited to, on-site evaluation/consultation/treatment time, off-site follow-up documentation/consultation time, and travel time between Penn Manor School District schools. An itemized invoice form detailing specific student services rendered each month will be generated and furnished to Penn Manor School District for each therapy service provided.

6. Billing Procedures: Lancaster-Lebanon IU 13 will invoice Penn Manor School District for services on a monthly basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor: Lancaster-Lebanon IU 13 is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between Lancaster-Lebanon IU 13 and Penn Manor School District shall be that of an independent contractor and principal. Penn Manor School District 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 the Agreement will be construed to constitute Lancaster-Lebanon IU 13's, or any therapist providing services, as an employee or agent of Penn Manor School District; nor shall Lancaster-Lebanon IU 13 or Penn Manor School District have any authority to bind the other in any respect.
8. Student Information: Lancaster-Lebanon IU 13, in order to fulfill its responsibilities under this Agreement will have a legitimate educational interest in creating and reviewing certain personally identifiable information regarding students ("Student Information"). Lancaster-Lebanon IU 13 shall be bound by the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act ("PPRA") and any other applicable federal, state and/or local statute or regulation regarding Student Information.

Lancaster-Lebanon IU 13 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. Lancaster-Lebanon IU 13 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to ~~Lancaster-Lebanon IU 13's employees and representatives who need to know such~~ information for the sole purpose of delivery educational services in accordance with the terms of this Agreement and who are provided with a copy of this confidentiality provision of the contract and agree to be bound by the terms thereof to the extent as if they were parties hereto. In the event that Lancaster-Lebanon IU 13 is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any student information, Lancaster-Lebanon IU 13 shall provide Penn Manor School District with prompt written notice of any such request or requirement so that Penn Manor School District may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, Lancaster-Lebanon IU 13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, Lancaster-Lebanon IU 13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which it is legally required to be disclosed, provided that Lancaster-Lebanon IU 13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Within one (1) year from the date that a student has completed services with Lancaster-Lebanon IU 13, Lancaster-Lebanon IU 13 shall return all Student Information to Penn Manor School District, no copies thereof shall be retained. The sole purpose for the retention of the documents shall be to assist Lancaster-Lebanon IU 13 and Penn Manor School District in defending any claim by the student and/or the student's parents or natural guardians. Lancaster-Lebanon IU 13 shall certify in writing to Penn Manor School District that such action has been taken notwithstanding the return of the

information; Lancaster-Lebanon IU 13 shall continue to be bound by its confidentiality obligations hereunder.

9. Estimated Service Hours : Penn Manor School District has estimated the total number of contract services hours to be provided under this contract at 400.00 hours. This estimate does not commit the school district to a minimum or maximum number of contracted service hours. The estimate will be used by Lancaster-Lebanon IU 13 as a guide for staffing purposes only.

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.

If the terms of this agreement meet your district's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to Lancaster Lebanon IU13 and retain a copy for your records.

In witness hereof, and intending to be legally bound, the parties hereto affix their signatures below:

By: _____ Date _____
District Superintendent

By: _____ Date _____
Lancaster Lebanon Intermediate Unit 13

LANCASTER-LEBANON INTERMEDIATE UNIT 13 CONTRACTED SERVICES AGREEMENT FOR SPEECH/LANGUAGE SERVICES

Dear District Superintendent:

Thank you for the opportunity to help serve the needs of the children of Penn Manor School District. Please review the following Service Agreement.

The contract for therapy services ("Agreement") is made on May 17, 2011 by and between Lancaster-Lebanon Intermediate Unit 13 and Penn Manor School District.

BACKGROUND

Lancaster-Lebanon Intermediate Unit 13 has extensive background and expertise in providing speech/language services. Penn Manor School District desires to obtain speech/language services from Lancaster-Lebanon IU 13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: Penn Manor School District has identified a need for school-based speech/language therapy services and desires to use Lancaster Lebanon IU13 for the fulfillment of that need. Lancaster-Lebanon IU 13 agrees to provide such services through credentialed therapists.
2. Term: ~~The term of Agreement will commence on July 1, 2011 and continue until June 30, 2012.~~
3. Professional Services: Lancaster-Lebanon IU 13 will furnish therapists to provide evaluation/consultation/treatment services as requested by Penn Manor School District. Lancaster-Lebanon IU 13 therapists will prepare appropriate reports and documentation concerning the services rendered. Lancaster-Lebanon and Penn Manor School District 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 Lancaster-Lebanon IU 13 shall be properly credentialed and experienced with respect to the services required.

Section 1-111 of the Pennsylvania School Code requires that employees of independent contractors obtain criminal background checks and child abuse history clearance records. Lancaster-Lebanon IU 13 will secure a criminal record check from the Pennsylvania State Police and a child abuse history clearance record for each therapist who will have direct contact with students.

5. Service Rates: Lancaster-Lebanon IU 13 services will be billed at the rate of **\$81.36** per hour for the 2011-2012 school year. This rate applies, but is not limited to, on-site evaluation/consultation/treatment time, off-site follow-up documentation/consultation time, and travel time between Penn Manor School District schools. An itemized invoice form detailing specific student services rendered each month will be generated and furnished to Penn Manor School District for each therapy service provided.

6. Billing Procedures: Lancaster-Lebanon IU 13 will invoice Penn Manor School District for services on a monthly basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor: Lancaster-Lebanon IU 13 is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between Lancaster-Lebanon IU 13 and Penn Manor School District shall be that of an independent contractor and principal. Penn Manor School District 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 the Agreement will be construed to constitute Lancaster-Lebanon IU 13's, or any therapist providing services, as an employee or agent of Penn Manor School District; nor shall Lancaster-Lebanon IU 13 or Penn Manor School District have any authority to bind the other in any respect.
8. Student Information: Lancaster-Lebanon IU 13, in order to fulfill its responsibilities under this Agreement will have a legitimate educational interest in creating and reviewing certain personally identifiable information regarding students ("Student Information"). Lancaster-Lebanon IU 13 shall be bound by the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act ("PPRA") and any other applicable federal, state and/or local statute or regulation regarding Student Information.

Lancaster-Lebanon IU 13 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. Lancaster-Lebanon IU 13 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to Lancaster-Lebanon IU 13's employees and representatives who need to know such information for the sole purpose of delivery educational services in accordance with the terms of this Agreement and who are provided with a copy of this confidentiality provision of the contract and agree to be bound by the terms thereof to the extent as if they were parties hereto. In the event that Lancaster-Lebanon IU 13 is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any student information, Lancaster-Lebanon IU 13 shall provide Penn Manor School District with prompt written notice of any such request or requirement so that Penn Manor School District may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, Lancaster-Lebanon IU 13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, Lancaster-Lebanon IU 13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which it is legally required to be disclosed, provided that Lancaster-Lebanon IU 13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Within one (1) year from the date that a student has completed services with Lancaster-Lebanon IU 13, Lancaster-Lebanon IU 13 shall return all Student Information to Penn Manor School District, no copies thereof shall be retained. The sole purpose for the retention of the documents shall be to assist Lancaster-Lebanon IU 13 and Penn Manor School District in defending any claim by the student and/or the student's parents or natural guardians. Lancaster-Lebanon IU 13 shall certify in writing to Penn Manor School District that such action has been taken notwithstanding the return of the

information; Lancaster-Lebanon IU 13 shall continue to be bound by its confidentiality obligations hereunder.

9. Estimated Service Hours : Penn Manor School District has estimated the total number of contract services hours to be provided under this contract at 700.00 hours. This estimate does not commit the school district to a minimum or maximum number of contracted service hours. The estimate will be used by Lancaster-Lebanon IU 13 as a guide for staffing purposes only.
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.

If the terms of this agreement meet your district's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to Lancaster Lebanon IU13 and retain a copy for your records.

In witness hereof, and intending to be legally bound, the parties hereto affix their signatures below:

By: _____ Date _____
District Superintendent

By: _____ Date _____
Lancaster Lebanon Intermediate Unit 13

**Lancaster Lebanon Intermediate Unit 13
SPECIAL EDUCATION SERVICES AGREEMENT**

DISTRICT CONSORTIUM

July 1, 2011 – June 30, 2012

An Agreement with: Penn Manor School District

During the 2011-2012 school year, IU 13 will provide special education programs and services as listed on the attached worksheet.

The cost of the IU 13 special education programs and services for 2011-2012 provided in this agreement are based on the "Exhibit A – Projected Unit Cost Worksheet" completed by your district. The costs included in the worksheet are projected under a consortium model and a full reconciliation of actual costs will be completed at the end of the year.

Penn Manor School District will be billed the total estimated cost of this agreement. Your district will receive a credit or surcharge adjustment to this agreement for the 2010-11 school year based on the year-end reconciliation.

Costs will be billed using the following schedule:

30% - August 31, 2011
20% - November 30, 2011
20% - January 31, 2012
20% - March 31, 2012
10% - June 15, 2012

Interest at a rate of 5% per annum will be charged for payments not received by the scheduled due dates.

The year-end reconciliation associated with this agreement will be completed and forwarded to the District by September 15, 2012. A check for the credit adjustment or an invoice for the surcharge adjustment will be sent to the District by September 30, 2012.

The IU's obligation to maintain and operate special education programs and services, and Penn Manor School District's obligation to pay for those programs and services, will continue for the 2011-2012 school year.

At a meeting on _____, 2011, by a vote of _____ to _____ with _____ abstaining and _____ absent, the board approved and accepted the foregoing agreement.

Executive Director

Board President

Date

Date

PROJECTED 2011-2012 DISTRICT CONTRACT CONSORTIUM

SPECIAL EDUCATION UNIT COST WORKSHEET

(This worksheet is for School Districts electing to participate in the IDEA On-behalf Consortium.)

School District Name - Penn Manor School District

Date Submitted _____

EXCEPTIONALITY	Projected 2011-2012 Unit Cost	Min	Max		BUDGET ESTIMATE TOTAL
CLASSROOM SERVICES				ADM'S	
LIFE SKILLS SUPPORT, EL	\$ 23,568.67	\$ 18,415.75	\$ 27,623.63	3.00	\$ 70,706.01
LIFE SKILLS SUPPORT, SEC	\$ 23,568.67	\$ 18,415.75	\$ 27,623.63	1.00	\$ 23,568.67
DEAF/HEARING (FT CLASS)	\$ 39,092.33	\$ 18,487.42	\$ 36,974.83	3.00	\$ 117,277.00
EMOTIONAL SUPPORT, EL - classroom	\$ 26,371.56	\$ 16,113.51	\$ 32,227.02	0.00	\$ -
EMOTIONAL SUPPORT, EL - center	\$ 29,293.16	\$ 21,783.97	\$ 43,567.95	1.00	\$ 29,293.16
EMOTIONAL SUPPORT, SEC - classroom	\$ 26,371.56	\$ 16,113.51	\$ 32,227.02	0.00	\$ -
EMOTIONAL SUPPORT, SEC - center	\$ 29,293.16	\$ 21,783.97	\$ 43,567.95	4.00	\$ 117,172.66
FAIRLAND PROGRAM	\$ 45,575.48	\$ 30,364.67	\$ 60,729.33	1.00	\$ 45,575.48
AUTISTIC SUPPORT - classroom	\$ 41,114.18	\$ 29,137.23	\$ 58,274.45	7.00	\$ 287,799.23
AUTISTIC SUPPORT - center	\$ 75,261.56	\$ 65,289.40	\$ 130,578.80	1.00	\$ 75,261.56
LEARNING SUPPORT - classroom	\$ 22,942.16	\$ 18,162.54	\$ 36,325.08	5.00	\$ 114,710.79
MULTIPLE DISABILITIES	\$ 33,808.81	\$ 24,675.15	\$ 49,350.30	10.00	\$ 338,088.10
SCHOOL AGE EI ELIGIBLE	\$ 43,648.96			2.00	\$ 87,297.92
STW/BOS SUPPORT	\$ 22,829.84	\$ 14,020.90	\$ 26,289.19	2.00	\$ 45,659.68
ITINERANT SERVICES				HOURS	
DEAF/HEARING ITINERANT	\$ 102.00			1200.00	\$ 122,400.00
BLIND/VISION ITINERANT	\$ 93.25			1000.00	\$ 93,250.00
AUTISM ITINERANT	\$ 83.25			250.00	\$ 20,812.50
CTC SUPPORT SERVICES				STUDENTS	
LEARNING SUPPORT - CTC'S Full Day (Lanc Co)	\$ 3,778.02			50.00	\$ 188,901.01
LEARNING FACILITATORS - CTC'S Half Day (Lanc Co)	\$ 2,436.71			32.00	\$ 77,974.60
DISTRICT SERVICES				FTE	
SPEECH LANGUAGE THERAPIST	\$ 96,190.78			0.00	\$ -
					\$ 1,855,748.37

Note: This worksheet includes preliminary unit cost information for the 2011-12 school year. The District Contract Consortium continues to operate under the consortium model with a full reconciliation completed at the end of the year. Actual costs and ADMs are used to calculate the final cost of services provided under this contract.

Special Ed Administrator _____

Business Manager _____

Superintendent _____

2011-2012 SPECIAL EDUCATION CONTRACTED SERVICES COSTS
BUDGET WORKSHEET

(This worksheet is for Consortium Members electing to participate in the IDEA On-behalf Consortium.)

February 15, 2011

EXCEPTIONALITY	2011-2012 Rate		BUDGET ESTIMATE TOTAL
SUPPLEMENTAL CONTRACT SERVICES		HOURS	
PARAPROFESSIONAL - PART-TIME	\$ 14.99	0.00	\$ -
PARAPROFESSIONAL - FULL-TIME	\$ 24.50	2600.00	\$ 63,700.00
INTERPRETER - PART-TIME	\$ 30.88	30.00	\$ 926.40
SPECIAL EDUCATION TEACHER - PART TIME	\$ 48.50	0.00	\$ -
SPECIAL EDUCATION TEACHER - FULL TIME	\$ 57.50	0.00	\$ -
SOCIAL WORKER	\$ 58.00	0.00	\$ -
PSYCHOLOGIST	\$ 70.50	0.00	\$ -
SPECIAL EDUCATION CONSULTANT - FULL TIME	\$ 71.04	0.00	\$ -
OTHER CONTRACTED SERVICES		HOURS	
SPEECH LANGUAGE ITINERANT SERVICES	\$ 81.36	700.00	\$ 56,952.00
OT/PT ITINERANT SERVICES	\$ 84.54	400.00	\$ 33,816.00
		DAYS	
JOB TRAINING (Students in District-operated classrooms)	\$ 309.51	324.00	\$ 100,281.24
ADDITIONAL "FEE-FOR-SERVICE" SERVICES		UNITS	
FEEDING TEAM - Per Student	\$ 900.00	4.00	\$ 3,600.00
ACCESS BILLING SERVICES - Per Billing Transaction	\$ 4.50	0.00	\$ -
			\$ 259,275.64

PENN MANOR SCHOOL DISTRICT

May 17, 2011 Board Agenda

New employees for the 2010-2011 school year:

Burkhart, Melissa A. – elementary professional employee, long-term substitute, retroactive to October 12, 2010, B.S. Degree, no experience, Step 1, \$40,987 (\$33,220.88 prorated 153 days plus 1 in-service day), pending receipt of required documents. Assignment: Grade 2 Teacher/Martic Elementary School

Ms. Burkhart resides in Holtwood and is a graduate of Millersville University. She was hired to serve as an extended day to day sub at Martic Elementary in grade 2 in the Fall of 2010. This position turned into a long term sub position when we learned that the person Ms. Burkhart replaced will not return until the Fall of 2011 for medical reasons.

Longenecker, Lori J. – elementary professional employee, long-term substitute, retroactive to September 20, 2010, Masters' Degree, no experience, Step 1, \$44,519 (\$39,598.39 prorated 167 days plus 2 in-service days), pending receipt of required documents. Assignment: Academic Support Teacher/Hambright Elementary School

Mrs. Longenecker previously taught in the Penn Manor School District as third grade teacher at Pequea Elementary. After returning to the teaching profession after being home for period of time with her children, she served as a day to day sub in a variety of grade levels for a period of four years. In the Fall of 2010 she was hired as an extended day to day sub for Academic Support at Hambright Elementary. This position turned into a long term sub position when we learned that the person Mrs. Longenecker replaced will not return until the Fall of 2011 for medical reasons.

PENN MANOR SCHOOL DISTRICT

May 17, 2011 Board Agenda

Change in status [*] for the 2011-2012 school year:

Atkins, Billie Jo* – elementary/secondary professional employee, full-time, permanent position, [change from secondary professional employee, Health/PE Teacher/Penn Manor High School]. Assignment: Health/PE Teacher/Penn Manor High School/Elementary School TBD

Bookman, Sallie H.* – secondary professional employee, full-time, permanent position, [change from 125%], B.S. +24 Degree, 14 years experience, Step 12, \$55,432 plus \$600 gifted stipend = \$56,032. Assignment: Gifted Teacher/Penn Manor High School

Bounds, Diane V.* – secondary professional employee, full-time, permanent position, [change from elementary professional employee, Librarian/Conestoga/Hambright Elementary Schools]. Assignment: Librarian/Penn Manor High School

Cornell, Tracy L.* – elementary professional employee, full-time, permanent position, B.S. Degree, 1.5 years experience, Step 2, \$41,089 [change from 50%, part-time, permanent position/A.M. Session/Kindergarten Teacher/ Hambright Elementary School]. Assignment: Grade 2 Teacher/Martic Elementary School

Craig, Christa L.* – secondary professional employee, full-time, permanent position, [change from Computer Tech Teacher/Marticville Middle School]. Assignment: Business Teacher/Penn Manor High School

Crowther, Nicholas R.* – elementary/secondary professional employee, full-time, permanent position, [change from secondary professional employee, Tech. Ed. Teacher/Penn Manor High School]. Assignment: Tech. Ed. Teacher/Manor Middle School/Elementary School TBD

Garrett, Joey R.* – secondary professional employee, full-time, permanent position, [change from Tech. Ed. Teacher/Manor Middle School/Penn Manor High School]. Assignment: Tech. Ed. Teacher/Penn Manor High School

Horner, James G.* – secondary professional employee, full-time, permanent position, [change from Computer Tech Teacher/Manor Middle School]. Assignment: Computer Tech Teacher/Manor Middle School/Marticville Middle School

Klingaman, Maureen K.* – secondary professional employee, full-time, permanent position [change from French Teacher/Penn Manor High School]. Assignment: Spanish Teacher/Manor Middle School/Penn Manor High School

Matusek, Jr., John A.* – elementary professional employee, full-time, permanent position [change from Grade 5 Teacher/Pequea Elementary School]. Assignment: Grade 6 Teacher/Central Manor Elementary School

Miller, Karen M.* – secondary professional employee, full-time, permanent position [change from English Teacher/Manor Middle School]. Assignment: English Teacher/Manor Middle School/Penn Manor High School

Nadig, Nancy G.* – elementary professional employee, full-time, permanent position, [change from secondary professional employee, Librarian/Manor Middle School]. Assignment: Librarian/Conestoga/Hambright Elementary Schools

Niemkiewicz, Amy E.* – secondary professional employee, full-time, permanent position, [change from CSS Teacher/Manor Middle School]. Assignment: CSS Teacher/Manor Middle School/Marticville Middle School

Orihuel, Lori A.* – elementary professional employee, 66.6%, part-time, permanent position [change from Gifted Teacher/Eshleman/Hambright/Martic Elementary Schools]. Assignment: Gifted Teacher/Martic/Pequea Elementary Schools

Ruth, Judith S.* – secondary professional employee, full-time, permanent position, Masters' +45 Degree, 27 years experience, Step 18, \$79,888 plus \$36.00 stipend for 6% gifted = \$79,924 [change from \$200 stipend for 1/3 gifted/Marticville Middle School]. Assignment: Librarian/Manor/Marticville Middle Schools/Gifted/Manor Middle School

Santaniello, A. Christine* – elementary administrative/professional employee, 200 days, full-time, permanent position, [change from secondary administrative/professional employee, 50%/CSS Teacher/50% Assistant Principal/Marticville Middle School]. Assignment: 50%/Academic Support Teacher/50% Assistant Principal/Central Manor Elementary School, Administrative Act 93 Level prorated 50%

Stephan, Laura A.* – elementary professional employee, full-time, permanent position [change from Gifted Teacher/Central Manor/Conestoga/Letort Elementary Schools]. Assignment: Gifted Teacher/Central Manor/Conestoga Elementary Schools

Urban, Megan L.* – elementary professional employee, full-time, permanent position [change from Grade 6 Teacher/Pequea Elementary School]. Assignment: Grade 4 Teacher/Martic Elementary School

Wall, Amy M.* – secondary professional employee, full-time, permanent position, [change from Business Teacher/Penn Manor High School]. Assignment: Reading Specialist/Penn Manor High School

White, Christine R.* – elementary professional employee, full-time, permanent position [change from Grade 6 Teacher/Central Manor Elementary School]. Assignment: Grade 6 Teacher/Eshleman Elementary School

Yoder, Julie M.* – elementary professional employee, full-time, permanent position [change from Academic Support Teacher/Eshleman/Letort Elementary Schools]. Assignment: Academic Support Teacher/Letort Elementary School