

**PENNSBURY SCHOOL DISTRICT
FALLSINGTON, PA 19058-0338**

Board Finance/Partnership Committee Meeting

**August 8, 2019
6:00 p.m.**

Agenda

Welcome

Informational Items:

- Computer Center Cooling Rack
- GASB 84
- KidsCare
- PASBO/Pennsbury Shares
- Requests for Proposals
- RET Rate
- State Budget Analysis

Action Items:

- BoardDocs
- Bucks County International
- Debt Services Analysis and Potential Refunding
- FleetSoft
- Henise Tire Service
- Proposed 2020-2021 Budget and Capital Plan Calendar
- PSBA Policy Services

Other Items

Closing Remarks

Adjourn



Christopher M. Berdnik, PCSBA
Chief Financial Officer

PENNSBURY SCHOOL DISTRICT
134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: July 31, 2019

RE: Computer center cooling rack

I provide the following information:

Office/Department	Technology
Item Attached	N/A
Description:	The Technology and Facilities teams are exploring options to provide backup cooling at a reasonable price point for the central network and server equipment housed in the Technology Office and Eleanor Roosevelt Elementary School.
Cost	TBA – projected less than the bid threshold
Funds Allocated in Department Budget Account	TBD
Budget Transfer Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Anticipated Approval Date	TBA
Other information:	

Please contact me with any questions or comments regarding this information.



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Board Action or Information Item Request

TO: Board of School Directors

DATE: July 31, 2019

RE: GASB 84

I provide the following information:

Office/Department	Business Office
Item Attached	Document
Description:	Attached please find information regarding Governmental Accounting Standards Board Statement No. 84. We believe that the impact is truly a financial reporting issue and that the day-to-day operation of activity funds will not change.
Cost	N/A
Funds Allocated in Department Budget Account	N/A
Budget Transfer Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Anticipated Approval Date	N/A
Other information:	

Please contact me with any questions or comments regarding this information.

Accounting Bulletin #2019-01

SUBJECT: Implementation of GASB Statement #84: Fiduciary Activities

Effective Fiscal Year 2019-20

Date: July 1, 2019

This Bulletin applies to all LEAs and is a joint release from the Office of Comptroller Operations (OCO) and the PA Department of Education (PDE).

Implementation is effective July 1, 2019.

Overview

In January 2017, the Governmental Accounting Standards Board (GASB) released GASB Statement #84 – Fiduciary Activities (S84). S84 is effective for reporting periods beginning after December 15, 2018. For AFR reporting purposes, the change will be effective for the 2019-2020 AFR. This Accounting Bulletin will address major impacts this statement may have on LEA reporting of fiduciary fund types on the Annual Financial Report (AFR).

S84 establishes criteria for identifying fiduciary activities, with the objective of improving guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The criteria generally focus on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

S84 authorizes the following fiduciary fund types: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds.

Custodial funds will replace the old “agency” funds and generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria.

Fiduciary activity exists if all the following criteria is met:

1. The assets are controlled by the government.
2. The assets are not derived from the government’s own-source revenues or from government mandated nonexchange transactions, or voluntary nonexchange transactions.
3. The assets have one or more of the following characteristics:

- a. Assets are administered through a trust which the government is not a beneficiary; dedicated to providing benefits in accordance with the benefit terms; and legally protected from the government's creditors.
- b. Assets are for the benefit of individuals and the government does not have administrative or direct financial involvement with the assets.
- c. Assets are for the benefit of organizations or other governments that are not part of the financial reporting entity.

S84 will require the following Fiduciary Fund Financial Statements:

Statement of Fiduciary Net Position

Statement of Changes in Fiduciary Net Position

Required for all fiduciary funds including custodial funds

Impact on school accounting

The major impact is expected to be on Fund 81 – Activity Fund. Fund 81 is used to report moneys authorized by Section 511 of Public School Code of 1949 for school publications and organizations. Current OCO guidance is to report activity funds as agency funds. However, with the more specific criteria S84 provides regarding what constitutes a custodial fund (which will replace agency funds), Section 511 does not clearly dictate that all existing activity funds will still be considered fiduciary. Therefore, it will be up to the LEA to review each of their student activity funds to determine if they meet the criteria to be reported as a fiduciary fund.

The major determinant will be based on Board policies and whether the LEAs have administrative involvement with these funds. Administrative involvement exists if, for example, an LEA (a) monitors compliance with the requirements of the activity that are established by the government or by a resource provider that does not receive the direct benefits of the activity, (b) determines eligible expenditures that are established by the government or by a resource provider that does not receive the direct benefits of the activity, or (c) has the ability to exercise discretion in how the funds are allocated.

The following options exist:

- **An existing activity fund *does* meet the criteria to remain a fiduciary fund** and will be reported as a custodial fund. Fund 81 will be renamed to Student Activity Custodial Fund for this purpose.
- **An existing activity fund *does not* meet the criteria of a fiduciary fund** and should be reported as a special revenue fund providing it meets the definition of such as identified in GASB Statement #54 *Fund Balance Reporting and Governmental Fund Type Definitions*. A new student activity fund, Fund 21- Student Sponsored Activity Fund, will be established as a special revenue fund for this purpose.

Resources

gasb.org for additional information on fiduciary activities, fund balance reporting, and governmental fund type definitions. Note a draft implementation guide for S84 is also available.

www.education.pa.gov (Policy and Funding>> School Finances) for Chart of Accounts, and Manual of Accounting and Financial Reporting for PA Public Schools updates related to this statement. Also available is Accounting Bulletin 2010-02 - Implementation of GASB Statement #54: Governmental Fund Type Definitions

ra-schlfin@pa.gov for questions for the Office of Comptroller Operations regarding the accounting guidance in this Bulletin.



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Christopher M. Berdnik, PCSBA
Chief Financial Officer

Board Action or Information Item Request

TO: Board of School Directors

DATE: August 1, 2019

RE: Kids Care

I provide the following information:

Office/Department	Business Office
Item Attached	Document
Description:	Attached please find a PowerPoint presented by the Kids Care leadership team on August 1, 2019. It provides some useful data around enrollment and narrative on programming.
Cost	N/A
Funds Allocated in Department Budget Account	N/A
Budget Transfer Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Anticipated Approval Date	N/A
Other information:	

Please contact me with any questions or comments regarding this information.

WELCOME TO THE KIDSCARE FAMILY!



THE KIDSCARE
PARTNERSHIP WITH
THE PENNSBURY
SCHOOL DISTRICT

27 YEARS TOGETHER

- The 2019 – 2020 school year marks 27 years that the Pennsbury School District and KidsCare have worked together to provide a comprehensive program of school-age child care services. Our knowledge of the district and families enables us to do a better job as time goes by.
- The program provides additional revenue for the school district, and valuable services for working parents and their children.
- Enrollment has been strong. We look forward to future growth based on a “high quality / reasonable cost” formula.

MISSION STATEMENT

- KidsCare, founded in 1991, provides high quality, school-age child care for families in a safe, friendly, and child-centered environment.
- It offers learning and enrichment activities, and provides opportunities To develop skills for navigating challenging situations.
- KidsCare fosters positive social relationships, and encourages a healthy respect for the community.
- Programs are licensed by the DHS of the State of Pennsylvania, and are all developmentally age-appropriate.

KIDS CARE PROGRAMS

CURRENT

- KidsCare “AM” (Before-School)
- KidsCare “PM” (After-School)
- KidsCare “Day-Off” (In-Service, and most school holidays)
 - Summer Camp

PRIOR

- Half-Day Kindergarten Enrichment Program (before Kindergarten became full day)
- Kindergarten *Prep* (Pre-Kindergarten Preparation Program for 4 year olds)

POSSIBLE FUTURE

- Kindergarten *Prep* (Pre-Kindergarten Preparation Program for 4 year olds)

OUR TEACHERS

- Our teachers are all state licensed and have K-5 experience.
- They meet Pennsylvania Department of Human Services requirements and are required to take additional professional development courses in First Aid, Fire Safety, and several age-appropriate child development topics each year.
- All staff members are required to have child abuse, criminal history, and FBI fingerprint clearances.
- Each class has a lead teacher, plus educational aides.

WHAT DOES KIDSCARE PROVIDE?

Safe and accessible environment.

Clean and well-maintained facilities.

Flexible hours and school "Day-Off" programs to accommodate parents' schedules.

Educational activities which are age-appropriate and intentionally designed to develop skills, promote learning and foster child development.

Well-trained staff who meet or exceed the certification standards of the PA Dept. of Human Services (DHS).

Enrichment activities such as: Chess, Spanish, Science Wizards and Soccer.

Specialized programs by St. Mary's Hospital to promote fitness and make healthy choices.

Programs that promote learning through science, technology, engineering and mathematics ("STEM").

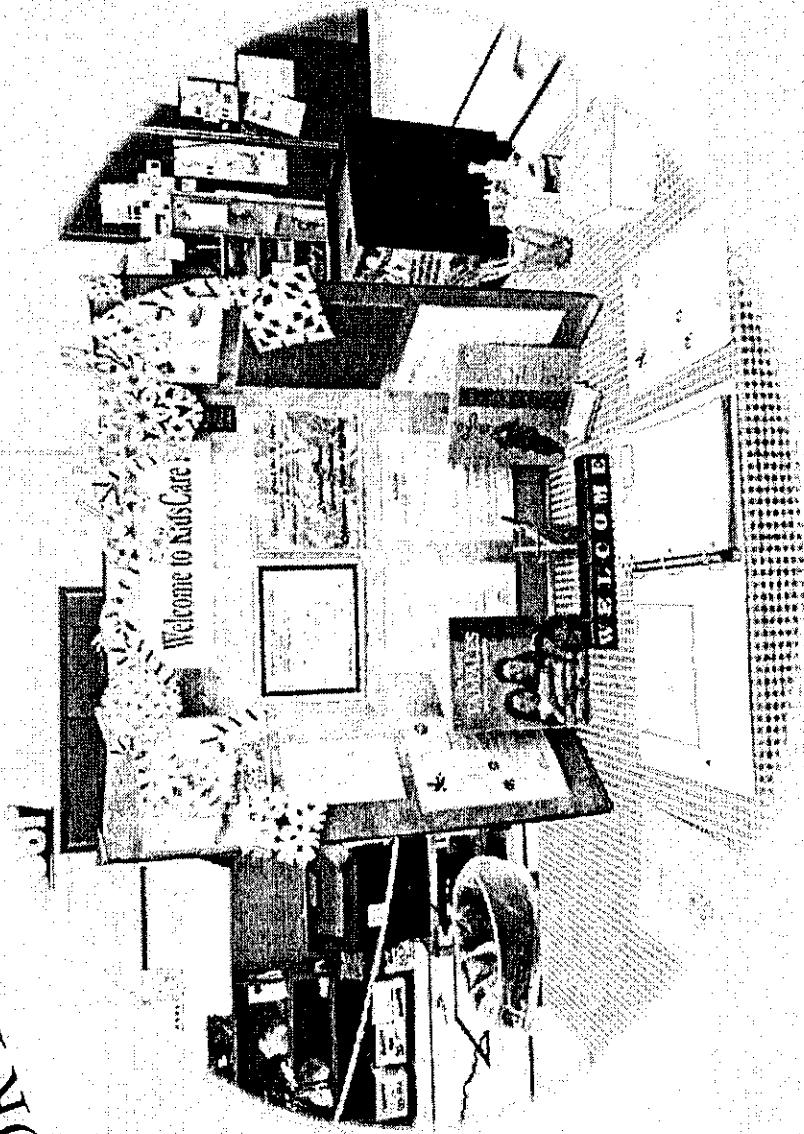
Programs that foster positive relationships among the children and staff.

Opportunities to contribute to the well-being of the community through community service projects.

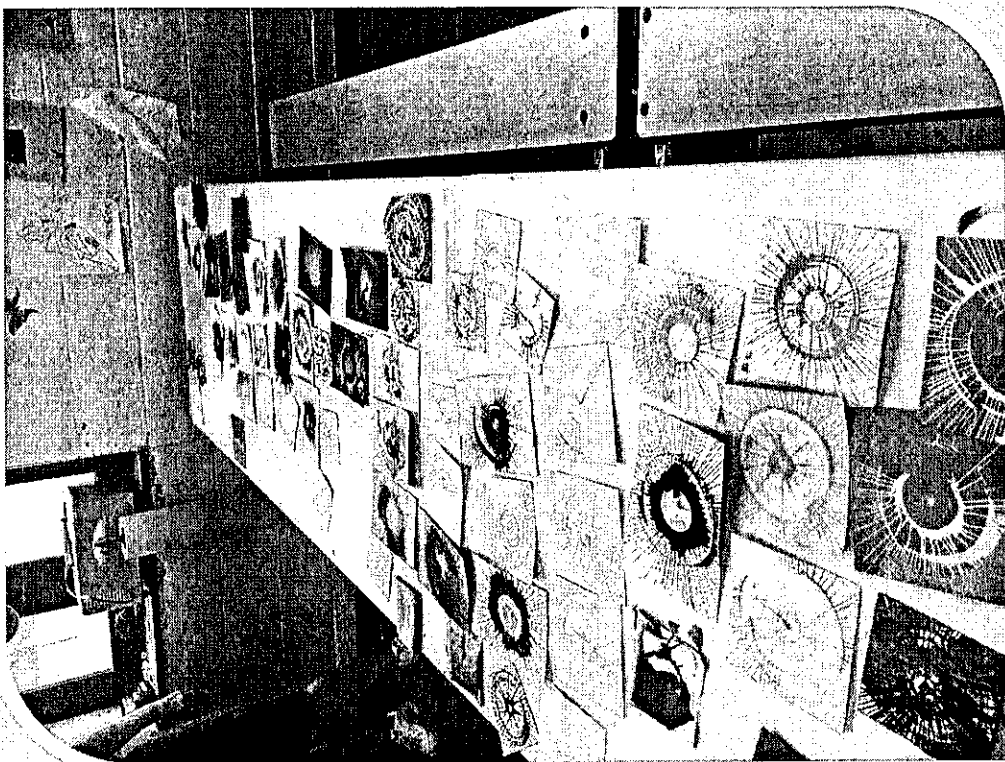
SPECIAL NEEDS STUDENTS

- KidsCare works to accommodate all students and their needs.
- We also work with the parent(s) to review the child's records and other pertinent information about how she/he functions in the classroom, so that we can develop a parallel plan of action with regard to the KidsCare program.

SIGN-IN-TIME FOR MOM OR DAD



FAVORITE CRAFTS



ENRICHMENT PROGRAMS OFFERED ON A "COST ONLY" BASIS AT SELECTED SCHOOLS

- Introduction to Chinese Language and Culture
- Intermediate Chinese
- Introduction to Spanish Language and Culture
- Introduction to German Language and Culture
- Science Wizards
- Chess
- Soccer



OUR WEEKLY SCHEDULE INCLUDES:

- Arts & Crafts
- Community Awareness Projects
- Cooking With Kids
- Dramatic Play
- Exercise, Sports & Recreation (daily 30 – 45 minutes)
- Homework Helper
- Monthly Program Activity Themes such as Bucks County History
- Science Adventures and “STEM”
- Snacks
- Walking Club

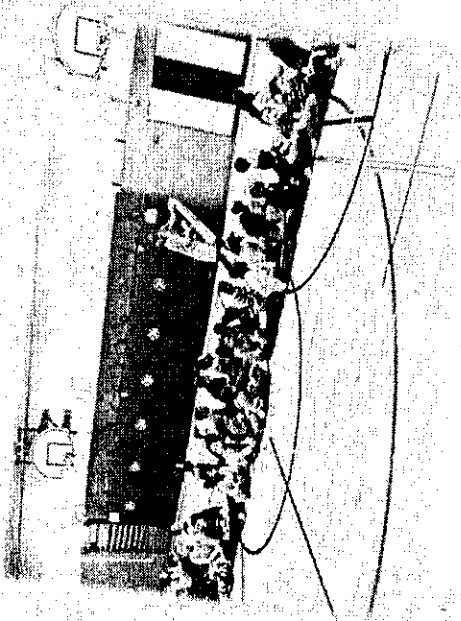
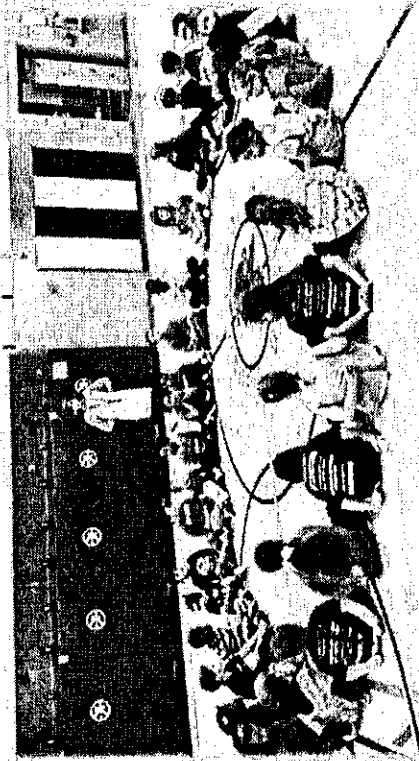
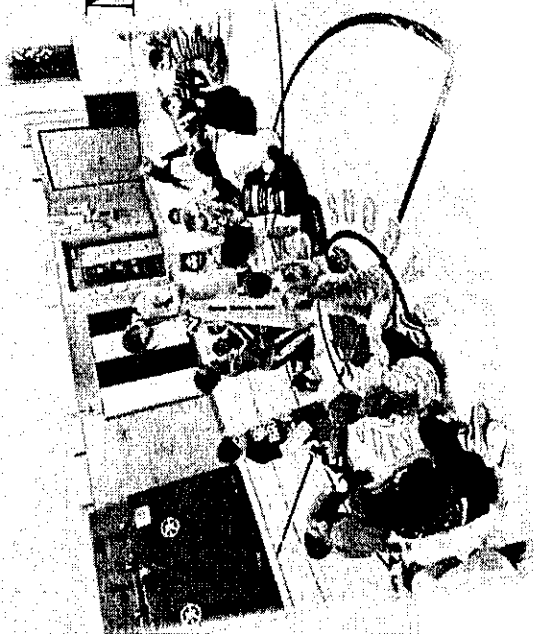
THE AIMS AND OBJECTIVES OF THE KIDSCARE "AM" & KIDSCARE "PM" PROGRAMS ARE:

- To provide a comprehensive, high-interest program that includes positive incentives for every child to want to attend and participate actively in the program.
- To provide a program in a relaxed, child-centered atmosphere geared towards providing a variety of unique enrichment and learning activities that reinforce the educational experiences of children, promote personal and social development, and foster a lifelong interest in learning.
- To provide activities that encourage children to develop new skills and interests, think critically, make decisions and solve problems.
- To expose children to a variety of arts, sports, games, and music.
- To promote safe practices and to provide children with strategies and skills for avoiding, as well as dealing with dangerous and/or challenging situations.
- To provide opportunities for children to develop a better understanding of their local community, as well as the global community.
- To encourage good hygiene, good nutrition for healthy development, team-building and a set time for homework.
- To provide parents with a high-quality, reasonably affordable child care program for their elementary age children.
- To provide before-school and after-school child care in a safe and comfortable neighborhood school setting.

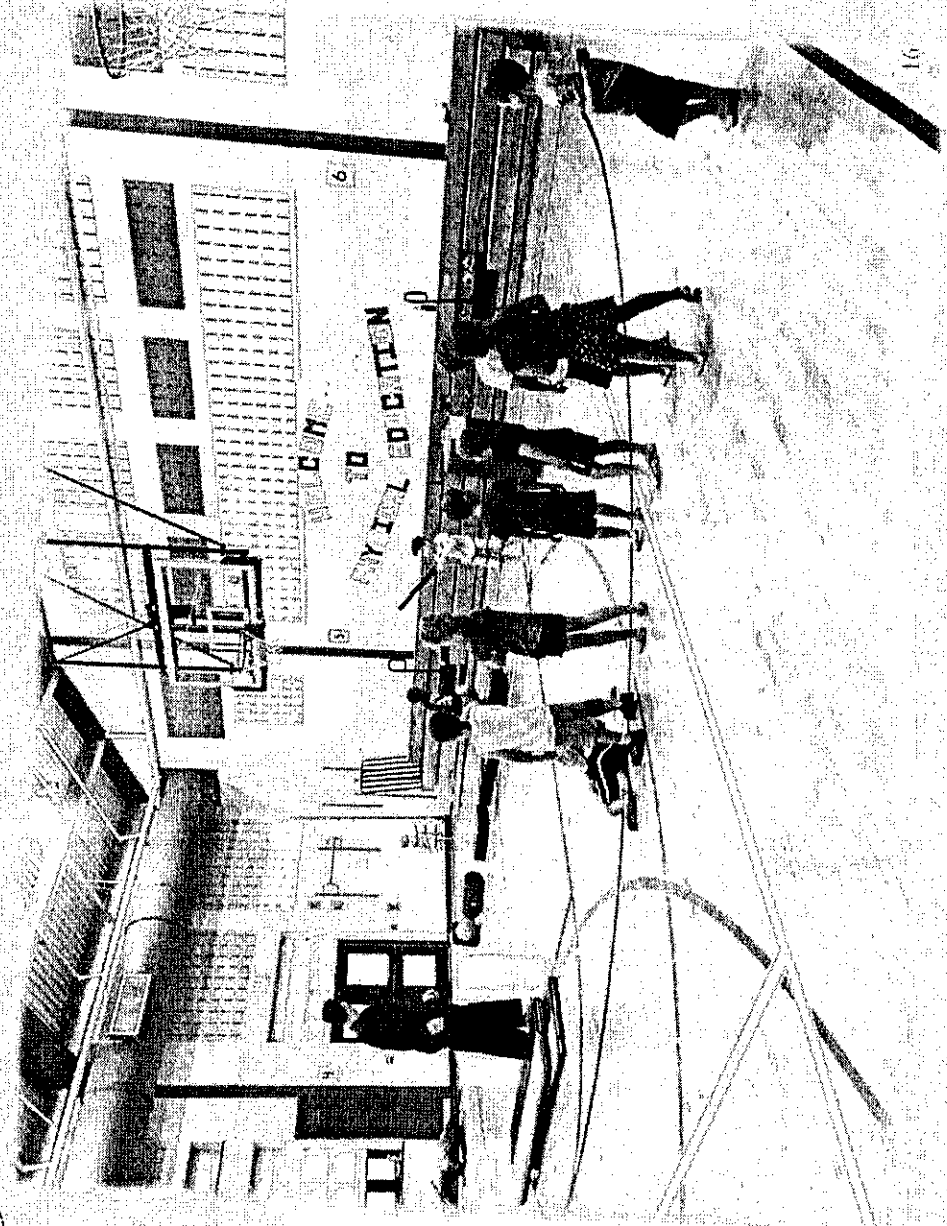
PLAY LOTS OF CHESS!
LEARN DIFFERENT STRATEGIES



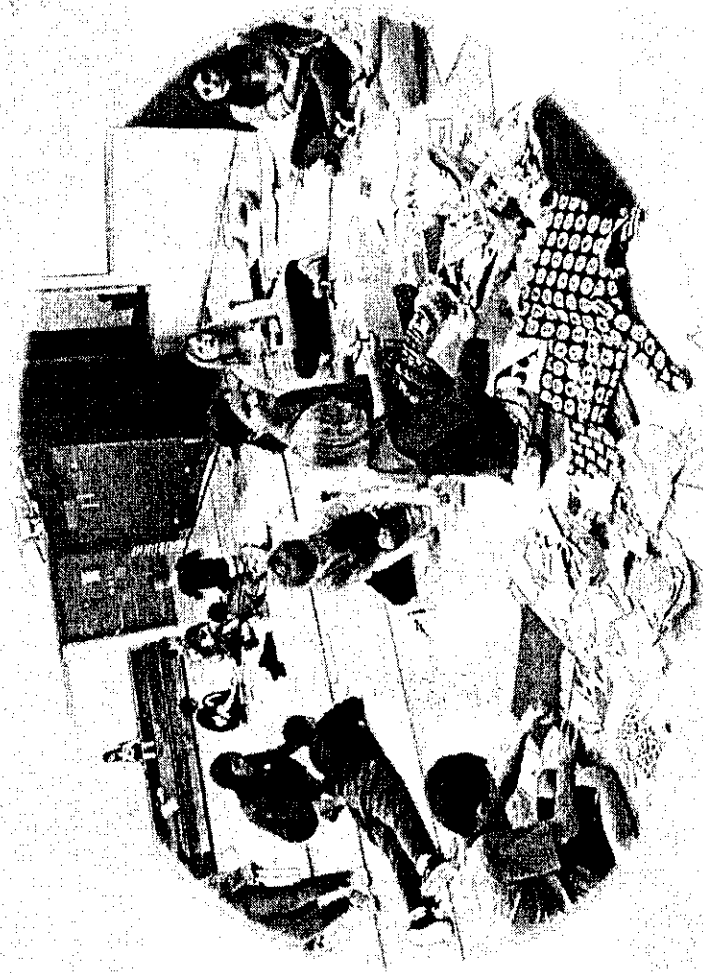
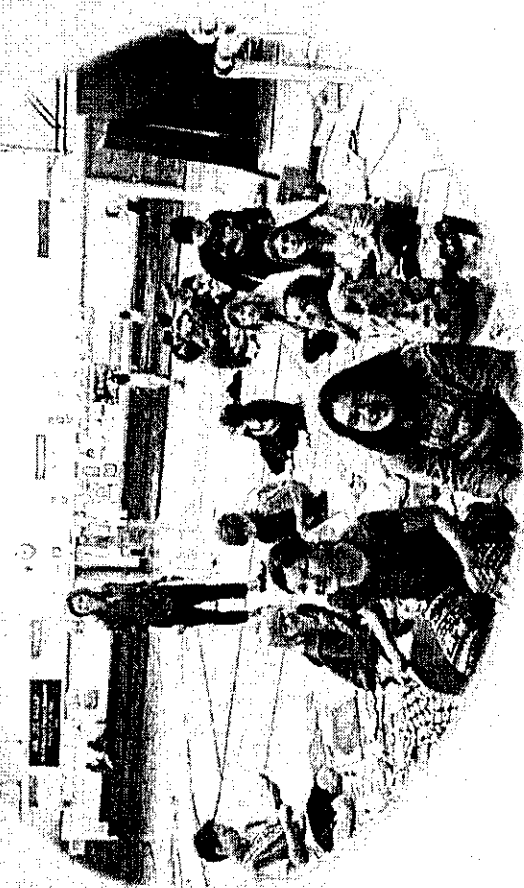
MUSIC ENRICHMENT



AND DAY-OFF PROGRAMS
MARTE AT SUMMER CAMP



ART AND ALLITERATION AT OUR
DAY-OFF PROGRAMS



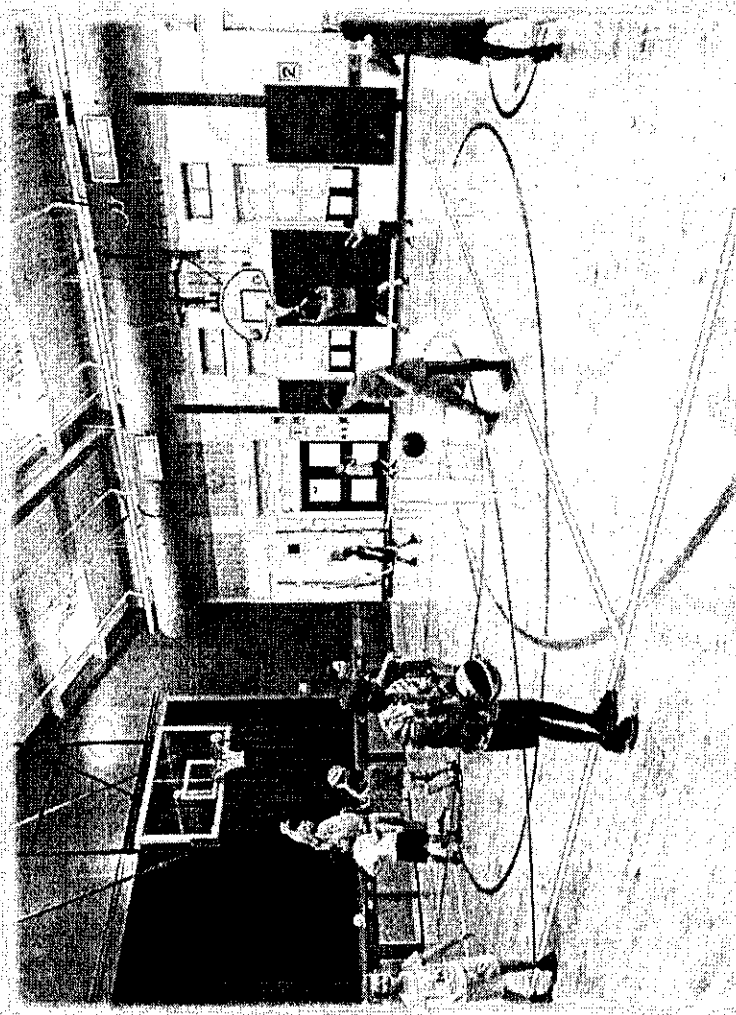
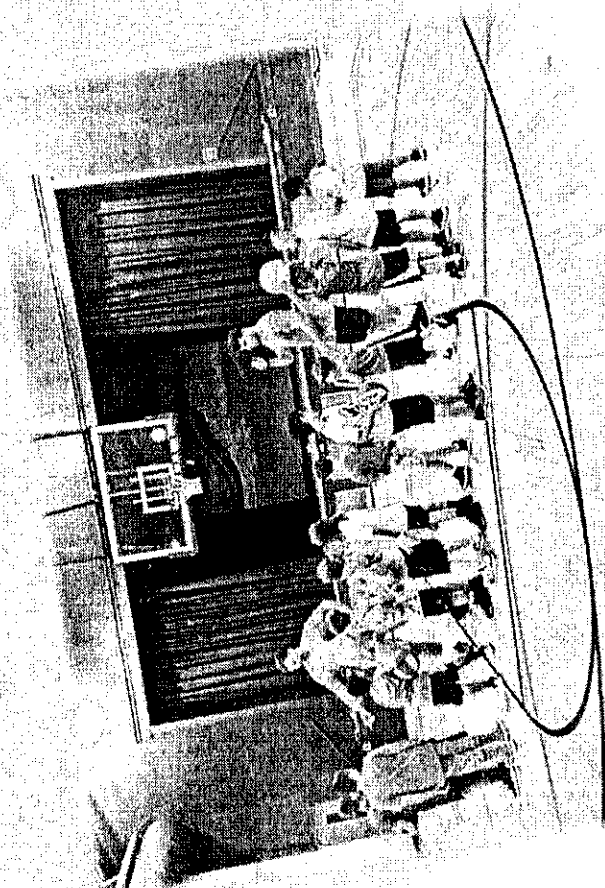
A NEW SOCCER STAR AT FALLSINGTON!



SCHOLARSHIPS ARE AVAILABLE

- KidsCare accepts students on a “no-fee” basis when recommended by local elementary school staff. This includes our winter and summer programs.
- Approximately 35 students attend the summer camp on a more than 50% scholarship basis - approximately 15% of the total.
- Approximately 45 students attend the winter program on a subsidy basis.

BASKETBALL



SAMPLE KIDSCARE PROGRAM THEMES

We celebrate children's books and authors by implementing a yearlong theme called...

"Living Literature" 2018 - 2019

We take a "tour" of children's literature and the authors that write it. We aspire to spark the children's interest in reading while exploring many different genres of literature. Your child is invited to come along for the adventure! Our "tour" will include some of these books and activities...

SEPTEMBER - LEGENDS, FOLKTALES AND FABLES: PASSING IT ON

Join us as we explore this legacy by learning how to make an enchanted rose and magic potions from *Beauty and the Beast*, make porridge for *Goldilocks and the Three Bears*, enter a contest to design the best house for *The Three Little Pigs*, make "birds of a feather" kitchen magnets, make murals and collages and have lots more fun! We'll do some dramatic play with *Aesop's Fables* and explore some of these phrases and sayings that come from stories and fables passed down from generation to generation and teach important lessons we all use in everyday life: "A bird in the hand is worth two in the bush", or "out the frying pan and into the fire?" Have you ever heard of someone having "sour grapes?" Come get the "lion's share" of our entertaining activities this month.

OCTOBER - UNDER THE MAGNIFYING GLASS: TALES OF MYSTERY AND INTRIGUE

Tiptoe between the pages of celebrated detectives like *Sherlock Holmes*, *Nancy Drew*, *the Hardy Boys*, *the Clue Crew Series*, *Big Nate series*, *the Bailey School Kids* and *Solve the A to Z Mysteries*. Get clued in to plenty of intriguing activities this month by making your own sleuth kit, learning to lift fingerprints and read invisible writing. Test your own powers of deduction while playing 7-UP, Hide It and Seek It, Blind Man's Bluff, and Human Who's Who! Become a mystery writer yourself and write a short mystery story to send to the Sherlock Holmes Museum in London. Get ready with your Sherlock Holmes hat, your McGruff trench coat and keep your nose to the magnifying glass for a mystifying and intriguing month of crime solving fun!

NOVEMBER - NAVIGATING INTO ADVENTURE

Jump into activities based on some of the best loved adventure stories. Travel the high seas, find the secret treasures of *Tom Sawyer*, explore cultures and habitats with *the Magic Tree House* gang, and travel with mice to unlock *The Secret of NIMH*. Come make a map that led Jim Hawkins to *Treasure Island*, create a mask of the infamous pirate *Long John Silver*, or a hat like the pirates in *Kidnapped* might have worn. Construct your own navigation tools or a replica of the raft that took *Huck Finn* down the Mississippi river. Keep your eyes open and your compass on course throughout this month of fun and adventure!

DECEMBER - IMAGINE THAT! THE WONDERFUL WORLD OF FANTASY

Ever wonder how the Unicorn got its horn? Where are the *Wild Things*? What is the power of *the Hobbit's* ring? These questions are just a few of the many we will be answering this month as we travel into the literary world of fantasy! Come along for the trip as we cook up *Snow White's* candy apples, craft some "Cowardly Lion" and pins and ruby red slippers from the *Wizard of Oz*. We'll also make some magical wands of Harry Potter variety and try some science from the *Magic School Bus*! Join *Percy Jackson* as he explores his mythological roots and create your own mythological character. This month is magical as you step *Through the Looking Glass* into the world of fantasy! During this month, we will also celebrate holidays across cultures!

JANUARY - FUTURISTIC FASCINATION! SCIENCE FICTION FEVER!

Ever want to travel to the center of the earth or rocket to the stars? Have you ever wanted to explore what robots can do and make one too? Ever think about spending *Midnight on the Moon* or taking a ride with *Dimitri the Astronaut*? Well here is your chance! This month we're "time warping" full speed ahead into science fiction fun! We'll hold on to our seats as we cook up a "Moon Pie", make some "astronaut rations" and test our cooking skill with a solar oven! We'll set up a Jedi Academy! We'll launch some "intergalactic" rockets and try to keep our "Egg-o-naus" from breaking in our Great Egg Drop Experiment. You can test your balance in our "Moon Boot" relays! Ever want to go *20,000 Leagues Under the Sea*? Put on your "Captain Nemo hat" and make a waterproof "diving bell"! If you can imagine it, we will be doing it! Come join the fun!

FEBRUARY - BIOGRAPHIES: WHO'S WHO FOR YOU?

Heroes! Ever wonder what kind of life they had before they became famous? What was the motivation that made them great people and leaders? These are just some of the questions that we will try to answer as we look into the world of biographies. Construct a log cabin and make lucky penny necklaces to honor Abraham Lincoln. Learn about famous African Americans in Black History Month by making Martin Luther King silhouettes and Harriet Tubman North Star Constellation Maps! Get in tune to nature through Audubon and his study of birds, by making beautiful animal portraits in the style of Davy Crockett! Get in the "old west" spirit, by making a Daniel Boone "coon skin" hat and "leather" moccasins! Do special projects related to the "I Am" biography series. Along with all of these other heroes, Teddy Roosevelt will inspire a variety of nature crafts from our great parks, and we'll create our very own teddy bear to honor him!

MARCH - KNOCK KNOCK ... JOKES AND HUMOR IN LITERATURE

We will begin the month celebrating April Fool's Day in hilarious style, because who doesn't enjoy a good laugh? After all, isn't laughter the best medicine? We will meet funny characters like *Amelia Bedelia* who is much loved for her literal interpretation of the English language. Don't tell her to dress a chicken because she will ask you for a shirt and tie! We'll tell jokes in *Junie B. Jones* style, design our own riddle books, and become amateur Charles Schultz comic strip writers! We will also explore the world of crazy expressions, "It's raining cats and dogs," and learn silly songs like *There was an Old Lady who Swallowed a Fly*! Come try your hand at pantomime! See if without saying a word, you can have the others guess who you are. Laughter and silliness will not be in short supply! This month of fun is just what the doctor ordered!

APRIL - A RHYME IN TIME: POETRY AND PROSE

This is poetry month for us! Celebrate some of the greatest children's poets throughout time. We'll be inspired by popular poems and prose to play *My Shadow* tag and measure our shadows, as well as, cook up some tasty *Peter Pumpkin Eater* bread and *Chicken Soup with Rice*! Tackle the task of sewing a *Calico Cat* and a *Gingham Dog* and challenge ourselves to a "Cat in the Hat" balancing act! Ever wonder about the origin of the limerick? Well, there here was a young man from Ireland, who wrote the very first limerick! Although mine isn't so fine, we'll have a good time, and I'm sure Mr. Lear wouldn't mind! So this month, go to *Where the Sidewalk Ends* and you'll find a *Light in the Attic*" with Shel Silverstein, a *Pizza the Size of the Sun* with Jack Prelutsky and a poetic party of fun! Hickory-Dickory-Doc. Poetry is on our clock!

MAY/JUNE - WARM AND FUZZY OR COLD AND SCALY: STORIES FOR THE ANIMAL LOVER IN US

Our "Living Literary" experience ends with wet noses and wagging tails, as we dig into the world of animals in literature! Come with us as we "sniff out" why *Frog and Toad* are friends, and what made *Balto* famous! Have fun exploring the large and the small by making *Mouse and the Motorcycle* miniature motorcycles to race and *Clifford the Big Red Dog* giant dog bone treats and designing beautiful "Rainbow Fish"! Challenge yourself by building a "Feathered Friends Feeder" to feed the birds. A game of *Charlotte's Web* always helps us to celebrate our friendships, as well as enjoying some hot fudge inspired by the lovable dog, *Hot Fudge*! Let's make some cat paintings after "Pete the Cat." Join in the fun as we enjoy animal antics and begin to prepare for our summer adventures. Where will we travel? What will we explore? Who will we see?

SAMPLE KIDSCARE PROGRAM THEMES

We celebrate children's books and authors by implementing a yearlong theme called...

"The 21st Century Life and Beyond"

Throughout the school year KidsCare will be exploring the 21st Century. We invite you to join us in our year-long theme...

SEPTEMBER - WELCOME TO OUR KIDSCARE COMMUNITY: HAVE FUN WITH FRIENDS!

Summer is over, but the fun is just beginning at KidsCare. Everyone is welcome! Play fun games like The Beach Ball Name Game, Hula Hoop Tic Tac Toe, Four Square and other cooperative games. Create a Kids Club and make a pennant, publish a newsletter or design a scrapbook. Exchange "Kidsgrams" within our KidsCare community. We'll also have fun this month engaging in some activities that families often do together. Learn what's going on in your local community too. Where can KidsCare help? We're planning to put the fun into our KidsCare community!

OCTOBER - EXPRESS YOURSELF: BECOME "ART SMART!"

Let your creativity flow! We will paint, color, glue, connect, construct, sing, act and dream as we use the part of us that Einstein said was "more important than knowledge" - the ability to imagine and create! We'll make all sorts of artsy creations, express ourselves through self-portraits and concoct delicious treats from some colorful ingredients! If you dream of writing or performing you might find yourself shining in the spotlight! Bring your dreams and ideas, and your creativity too... it's time to create!

NOVEMBER - EXPLORE THE COSMOS

Take an odyssey through space and time! Build a time machine and go back or forward in time! This month we're time warping full speed ahead into science fiction fun! Experience space the final frontier and discover some of the most amazing and mind-boggling intergalactic discoveries and out of this world ideas of the century. We'll hold on to our seats as we make some "astronaut rations" and test our cooking skills with a solar oven! We'll launch some "intergalactic" rockets and try to keep our "Egg-o-nauts" from breaking in our great Egg Drop Experiment. Follow your interests to learn about the planets and stars in our galaxy.

DECEMBER - CELEBRATE WINTERFEST

Let's celebrate winter with winter activities including penguin sledding, making gingerbread houses and igloos, and playing reindeer games! We'll also honor the world-wide tradition of winter holidays. We'll pay homage to Christmas and the holidays many of us observe during December as we make spinning Dreidels and have a Dreidel spinning challenge, make character ornaments, make reindeer pretzels, bake Santa Lucia buns, weave colorful Kwanzaa placemats, and make snowmen and snowflakes and snowball playdough!

JANUARY - LET'S TRAVEL AROUND THE WORLD: GRAB YOUR PASSPORT

Let the journey begin!!! Let's take a journey around the world from Alaska to Zimbabwe by taking a whirlwind trip around the world. We'll discover different cultures, traditions, customs, and food from lands that are near and far. Let's make igloos, African drums and totem poles. Ever dance the Hula or try moving your feet to the Irish Jig? We'll play games from other cultures, such as Catching Stars from Africa, or playing Mexican Kickball. We'll even make our own tortillas! This fun adventure goes to the far-reaching ends of the Earth in search of the most unique, bizarre, and fascinating parts of our planet! So, let's make and stamp our passports as we race around the world!

FEBRUARY - STEAMGINEERS: ALL ABOARD!!!

Climb aboard the KidsCare STEAM train! This month we are headed to Imagination Station! As we travel down the tracks of science, technology, engineering, art and math ("STEAM"), we will discover, explore, and create in ways we never thought were possible! Have fun as we go full speed ahead for all things STEAM! We'll design different structures like bridges and tall buildings, make rain clouds and bouncy balls, play "Tenz!" and "24" and have plenty of team-building challenges! Get ready....as we go full STEAM ahead!

MARCH - SUPER HEROES UNITE!

It's a bird, it's a plane, and it's Captain KidsCare! This month everyone has a super power waiting to be discovered. Is it strength, intelligence, or the ability to conquer an obstacle course in the blink of an eye? We'll create sticky spider webs, kryptonite candy, and have a super hero challenge. Every super hero needs a shield! Let's design our own super hero costumes! From masks, capes, and bat mobiles we can create all the tools a super hero needs to defend their city. Let's "Marvel" at the super hero in all of us!

APRIL - SAVE THE EARTH: ECOLOGICAL STEWARDSHIP

Let's look at our planet Earth. Did you realize that a Styrofoam cup will outlive you by 400 to 450 years when thrown in a landfill? This month we will take a look at how we each can do our part to help preserve the beauty and diversity of our world. Students will explore our planet's ecosystems and compositions of the five oceans that cover 70% of the Earth. Take an exhilarating journey into the depths of the ocean, and swim with some of the most beautiful ocean dwellers. Make ocean zones in a jar and play the recycling game. Out of the water, we will study beach erosion and how we can save the world's beaches. This month we will take a deep dive into how we can preserve our Earth!

MAY/JUNE - KIDSCARE GETS KIDSFIT

Do you have a favorite sport or afterschool activity that keeps you "on the move?" We will engage in larger than life games and contests, sport fitness, and age-appropriate exercises. Stimulate mind and body in mastering a challenging obstacle course where speed is not the only factor. Take a session of mindfulness or yoga. In the kitchen we will whip up some delicious healthy snacks like ants on a log! What do you want to put in your smoothies? Decorate your very own travel bottle to take along on a hike. Take steps to better health by participating in the "KidsCare Walking Club" or take the five day challenge! Join in the fun and track your progress on our physical fitness journey as we get ready for the summer!

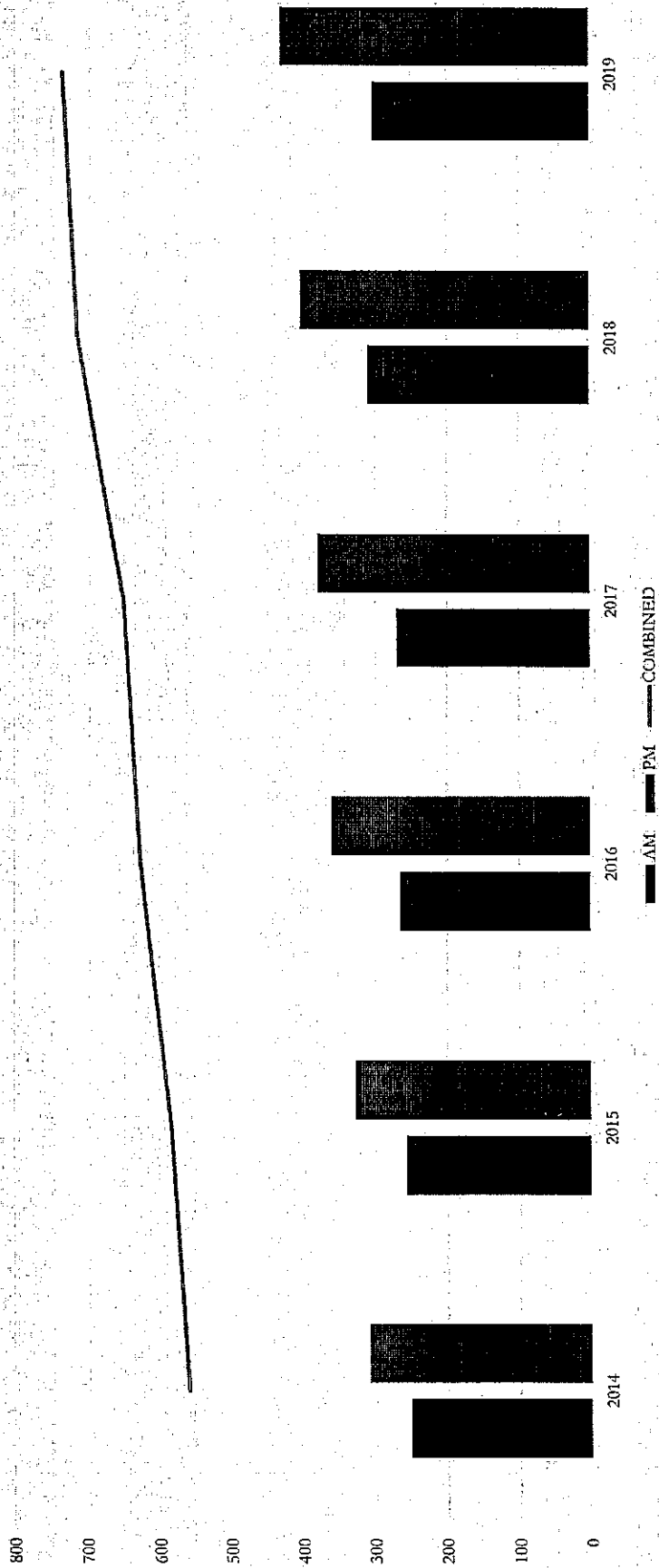
FRESH AIR AFTER SCHOOL IS THE
BEST!



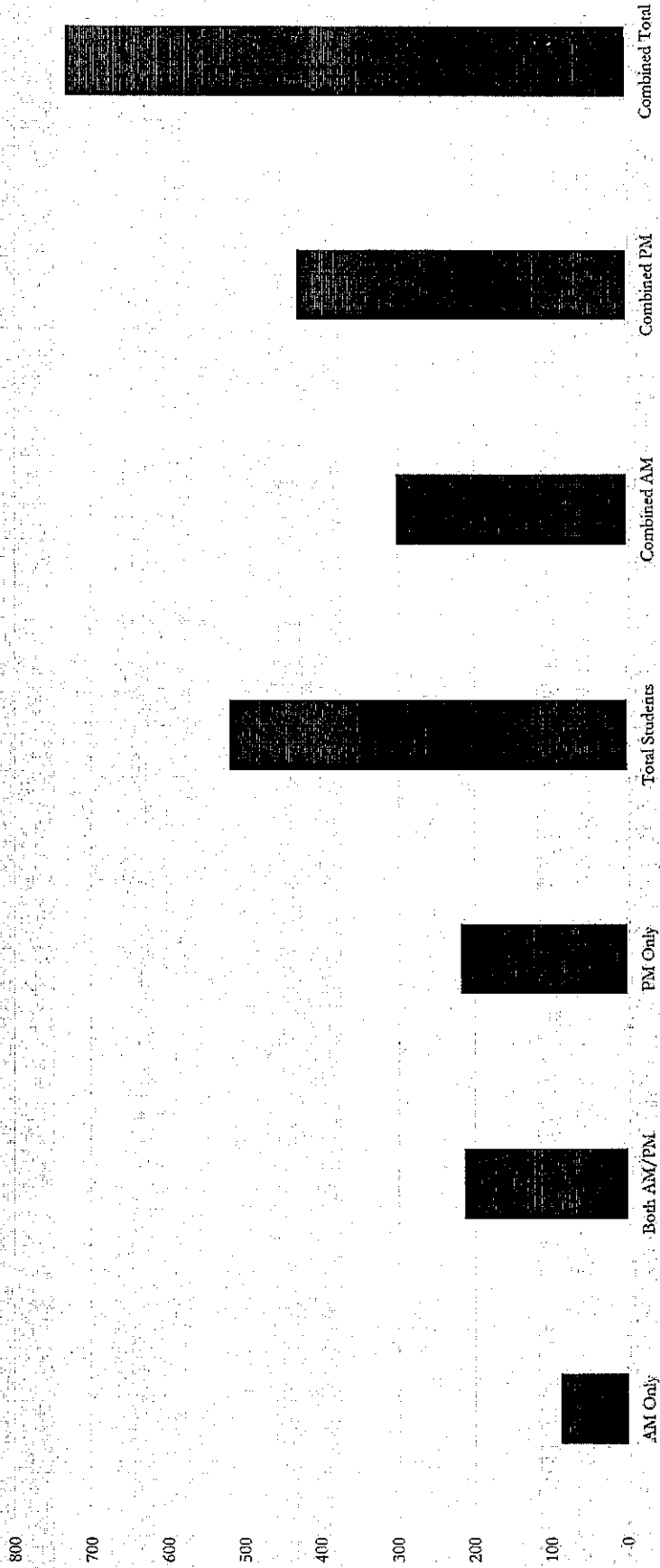
HIGH QUALITY AND REASONABLE COST

- Our number one goal is to provide a HIGH QUALITY CHILD CARE program to the children and families in the Pennsbury School District.
- We have very little employee turnover in our instructors, and slightly more with our education aides where we try to maintain a good mix of college-age students working part-time.
- Our employees are highly trained and well managed. Our corporate staff visits sites on a frequent basis.
- We pass our annual state inspections at each site with few, if any, adjustments to be made.
- KidsCare supports AFFORDABLE CHILD CARE in Bucks County! We try to limit cost increases to parents.

KIDSCARE STUDENTS AS REPORTED IN JUNE EACH YEAR

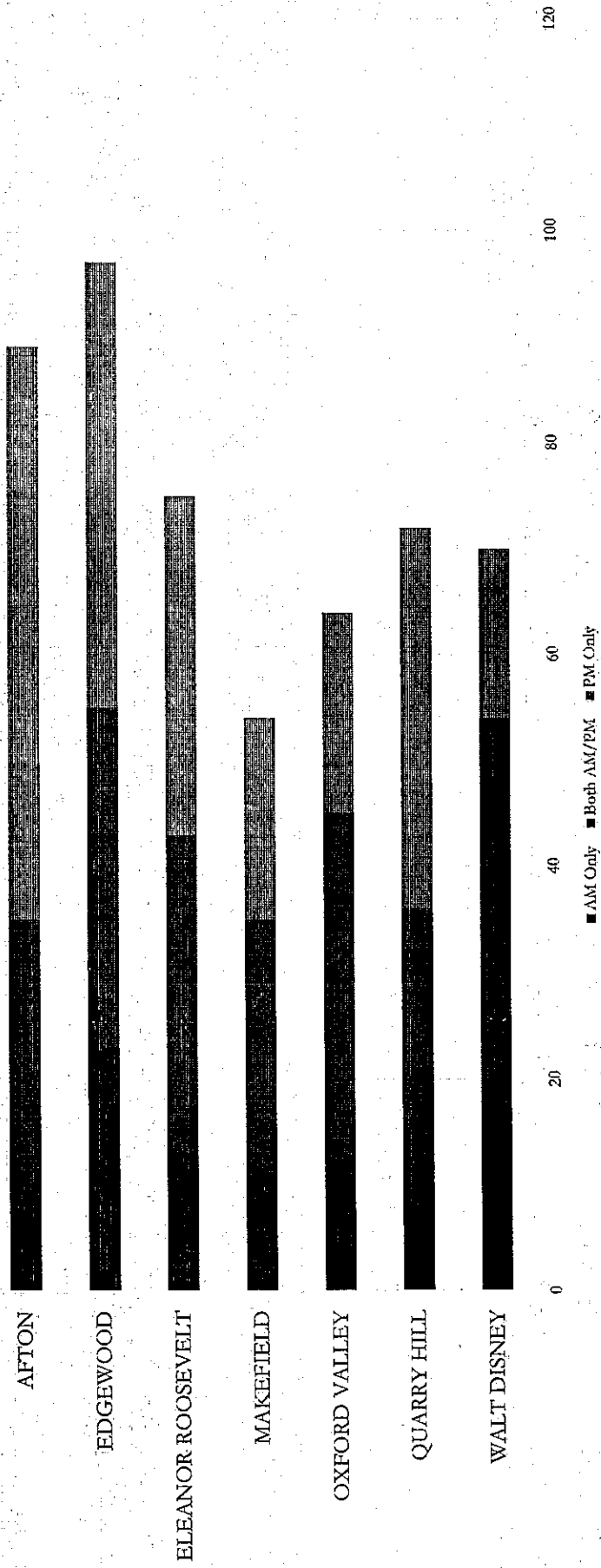


KIDSCARE STUDENTS, JUNE 2019, FIRST FOUR COLUMNS AS ENROLLED, LAST THREE COLUMNS AS REPORTED

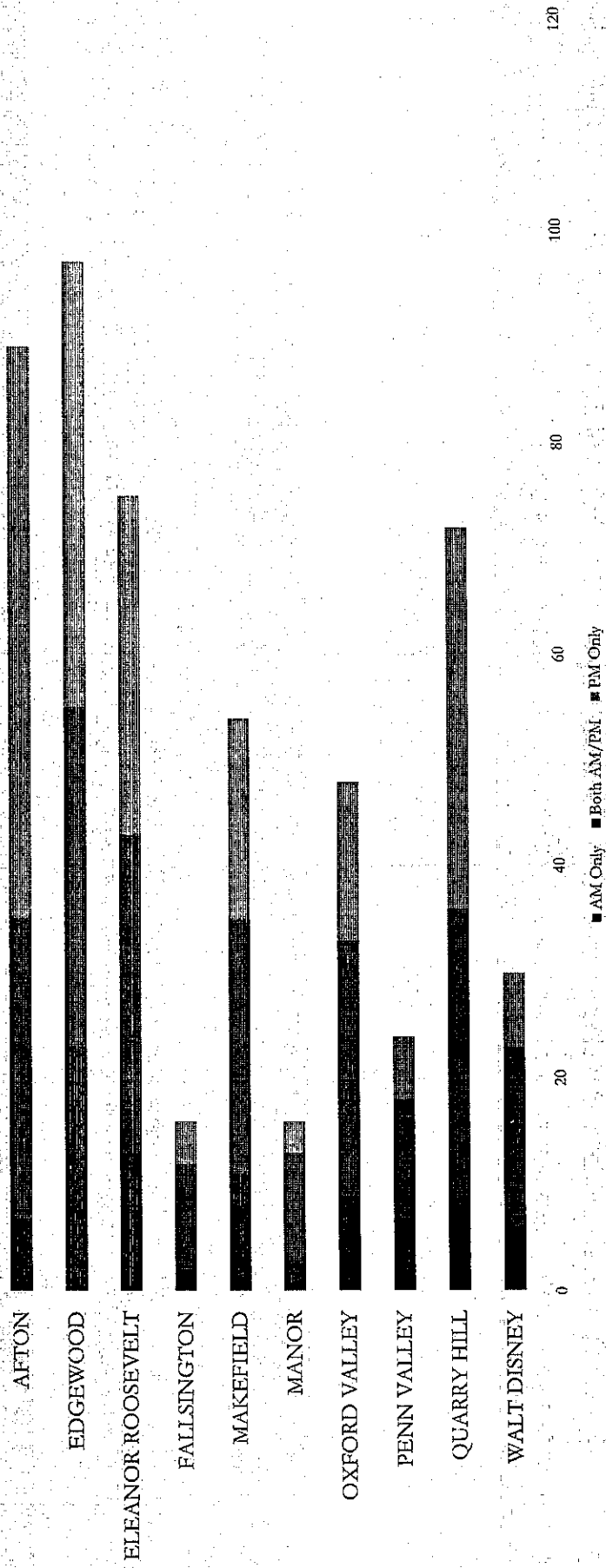


KIDSCARE STUDENTS AS ENROLLED BY SCHOOL

JUNE 2019



KIDSCARE STUDENTS AS ENROLLED BY HOME SCHOOL JUNE 2019



ADDITIONAL FUNDING FOR THE SCHOOL DISTRICT

- *Space is rented to KidsCare in each of seven elementary schools during the school year.*
- *A second fee, based on enrollment, is also part of the formula used to generate cash for the School District.*
- *Our payments for the school year ending June 2019 were \$300,000+.*

FUTURE OPPORTUNITIES ?

We may be able to expand our partnership with:

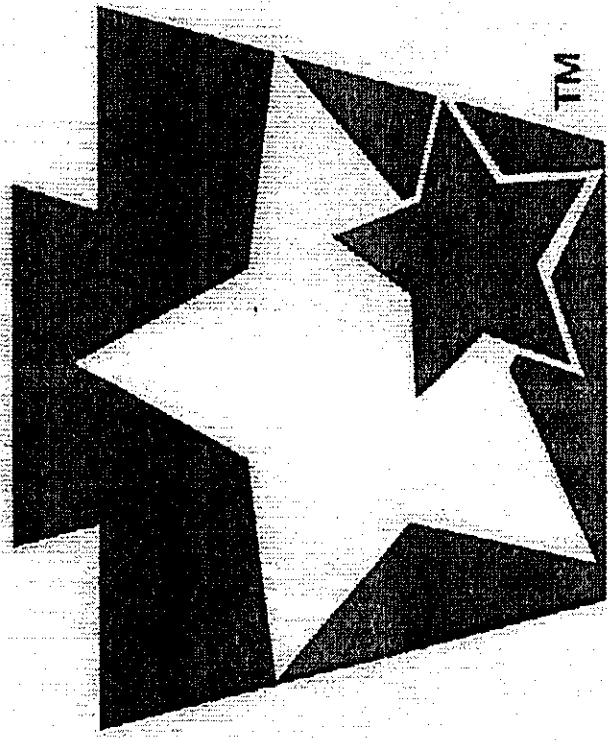
- a second summer camp location,
- a second Day-Off location,
- perhaps an alternative use for the Village Park facility,
- a program for 6th grade students

INCLUSION

- (A) In accordance with applicable Federal and State civil rights laws and regulatory requirements, all parents and children, as our clients, have the right to be provided services in our programs and to be referred for services at other facilities without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- (B) In addition, our programs adopt Pennsylvania's "Office of Child Development and Early Learning" (OCDEL) policies, practices and supports regarding "inclusion".
- (C) Applicable legislation includes Federal - the American With Disabilities Act of 1990, and State - 55 Pennsylvania Code which includes "The operator shall make reasonable accommodation to include a child with special needs."
- We continue to work with children with IEPs, developmental needs, medical challenges, etc.

Pennsylvania's Office of Child Development and Early Learning (OCDEL) supports the following definition of "inclusion"

Early childhood inclusion embodies the values, policies, and practices that support the right of every infant and young child and his or her family, regardless of ability, to participate in a broad range of activities and contexts as full members of families, communities, and society. The desired results of inclusive experiences for children with and without disabilities and their families include a sense of belonging and membership, positive social relationships and friendships, and development and learning to reach their full potential. The defining features of inclusion that can be used to identify high quality early childhood programs and services are access, participation, and supports.



pennsylvania

KEYSTONE STARS

OFFICE OF CHILD DEVELOPMENT AND EARLY LEARNING

KEYSTONE STARS

- KidsCare participates in the Keystone Stars program administered by the Pennsylvania Office of Child Development and Early Learning (OCDEL).
- Keystone Stars is a system to improve, support, and recognize continuous quality improvement in early learning programs.
- We use their “Performance Standards” as one of the tools in our internal review of staff performance.
- Their “performance standards” include:
 1. specific training for all new employees, and professional development planning for all staff members
 2. adherence to state early learning standards, and state guidelines regarding “inclusion” of all students
 3. actively communicating with families with a family handbook, discussion of IEP’s, special needs assessments, etc.
 4. management practices which include detailed written policies and procedures for all employees, tracking of illnesses and injuries, site safety reviews, establishment of care plans for children with allergies, asthma, other medical needs, etc.

ANNUAL PARENT PROGRAM EVALUATION

QUESTION	SCALE 5 = HIGH, 1 = LOW	AVERAGE SCORE
Staff care and supervision of children		4.5
Staff communications with parents		4.5
Program environment		4.6
Variety of program activities		4.5
Interest level in activities		4.5
Overall reaction of children		4.5
Overall satisfaction of parents		4.5
Would recommend program To other families		4.5

May 2019 Weather Event

- “I just wanted to let you know about what happened at Edgewood yesterday during the weather event and tornado warning. When I went to pick up my daughter and reached the building, it was at the height of the storm. Mrs. R. and her staff were very calm as they packed the children up and we evacuated to the lower level for shelter in place. As an educator, I have to practice this with my students all the time. Although I did not enjoy having to ride out the storm soaking wet on the cold floor, I was happy that I was there to witness an emergency. All of the teachers were very kind and reassuring. I know that parents always email to complain, but I wanted you to know that they all deserve kudos for a job well done!

- Have a great day!

- :)JD

PARENT TESTIMONIALS

- “As a single mother working full-time your services are much appreciated!”
- “My husband and I are so happy with this program. The staff are excellent!! My son loves going in the morning. Keep up the great work!”
- “My kids are going to KidsCare for the first time this year and they love it! The teachers are great and do a good job with the kids.”
- “Oh my goodness! You all are truly, the BEST, and today, you’re real lifesavers. We’re grateful for KidsCare as a safe and fun place for Owen to be.”
- “I just wanted to send a quick note to thank you for another great summer! Pippa and Lincoln loved summer camp again this year. Archery and Simple Circuits were especially well liked. Keep up the good work!”

SCHOLARSHIP FOR CAMP

The EP family has 3 children, 11, 9, and 8. The family is struggling and out of work and is having to move out of their current residence. They do not have funds for summer camp but the kids need this during the summer.

Can I connect the parent to you so they can get set up with a scholarship for the summer program?

TWM, PhD

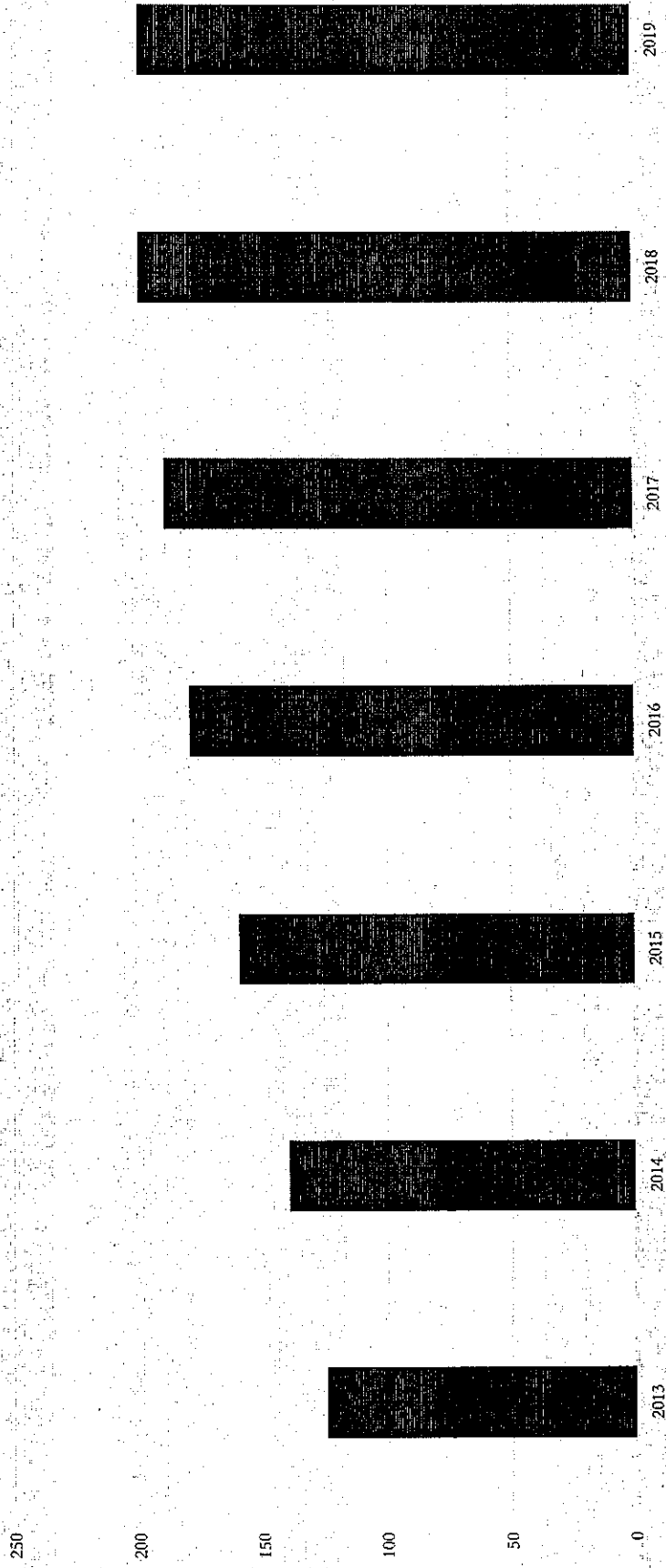
MSW, M.Ed, LCSW

School Social Worker

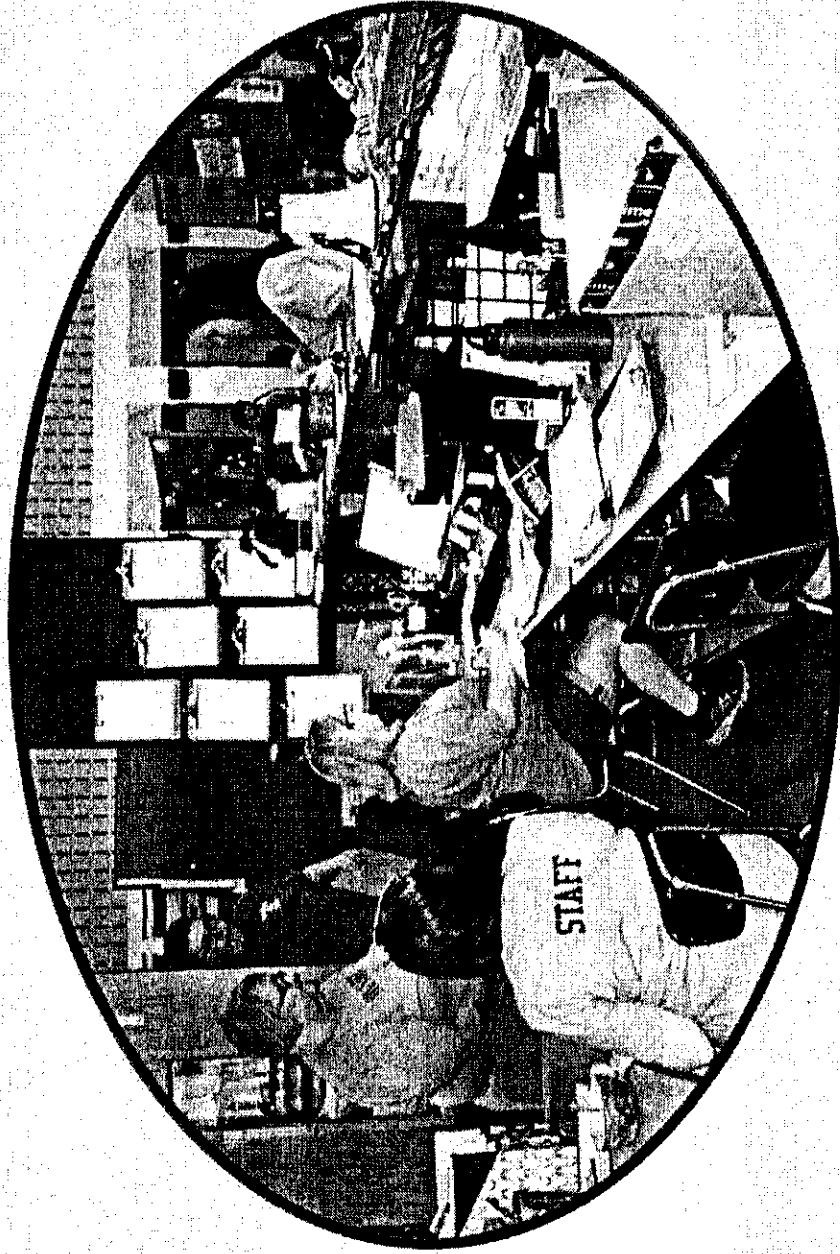
WELCOME TO OUR SUMMER CAMP!



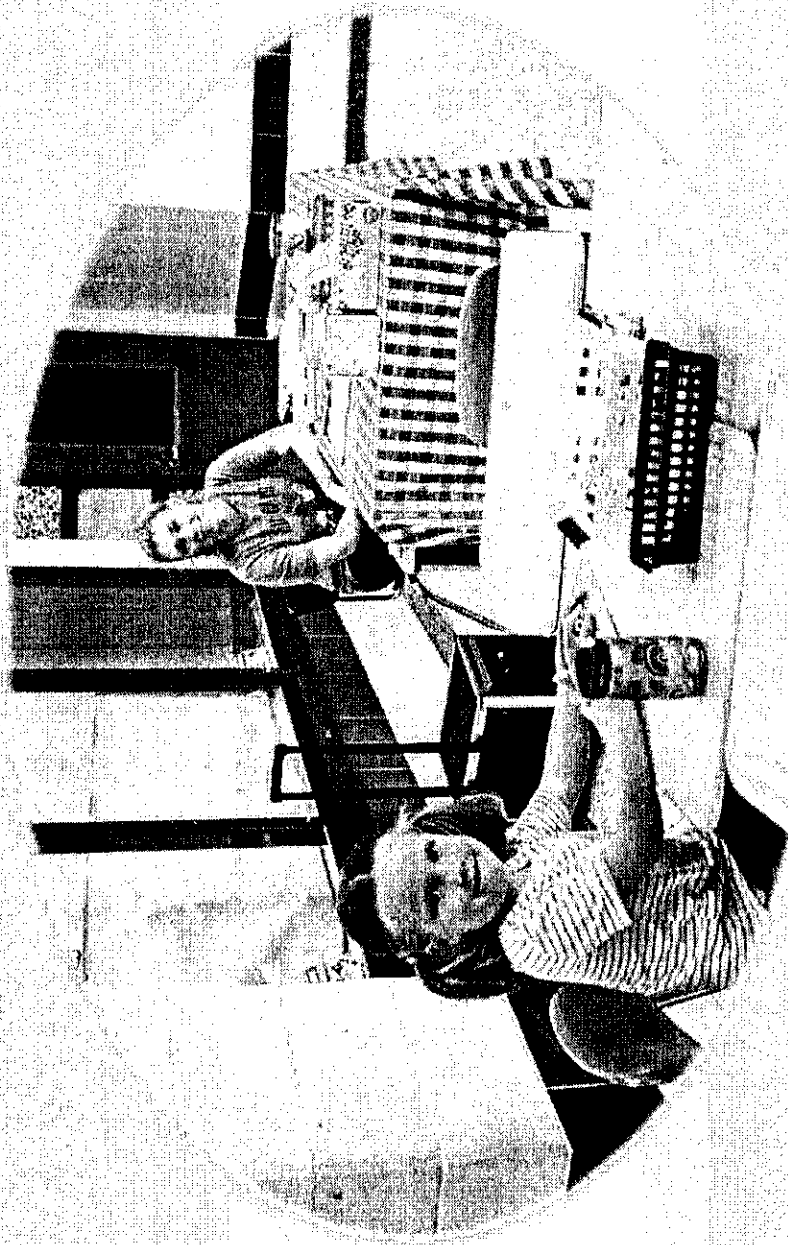
SUMMER CAMP ATTENDANCE



OUR CAMP DIRECTOR AND TEAM



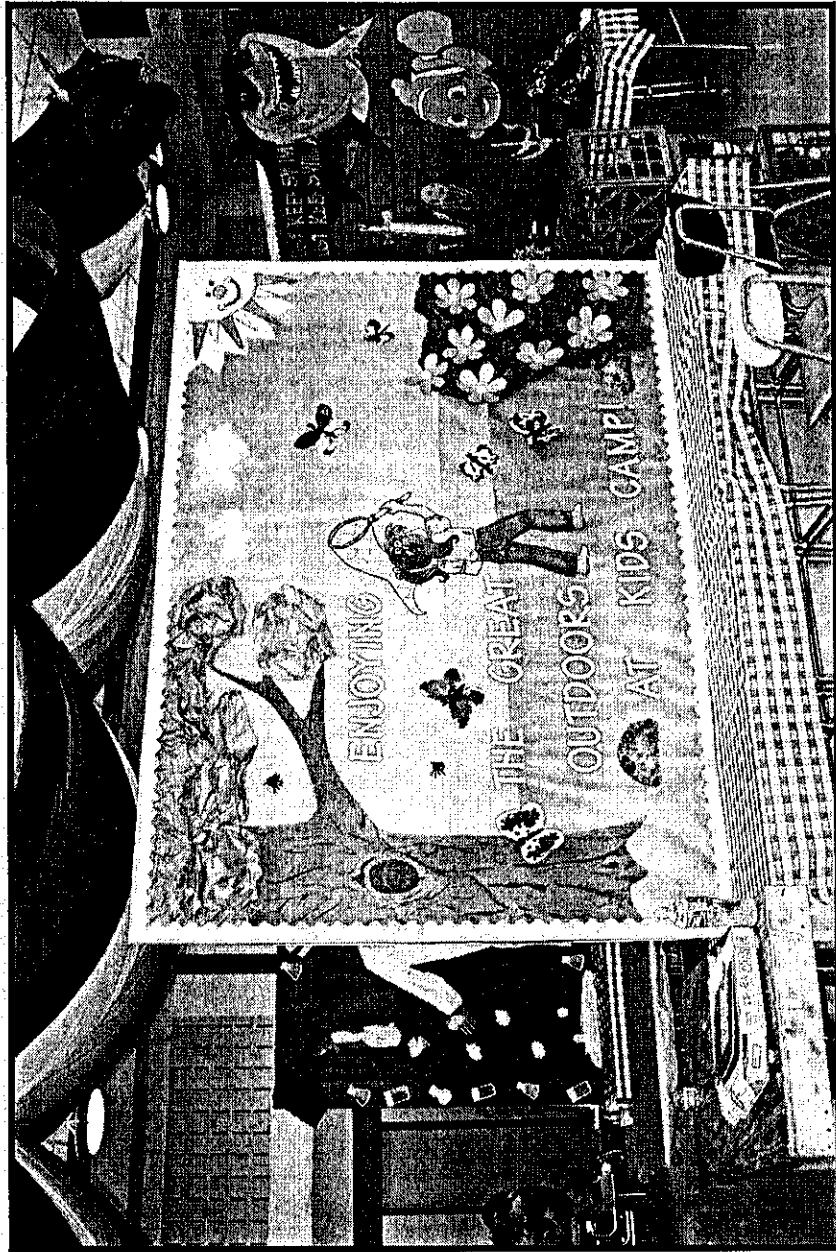
MISS SANTANGELO IS THE BEST CAMP NURSE



SUMMER CAMP TEAM MEMBERS



ART



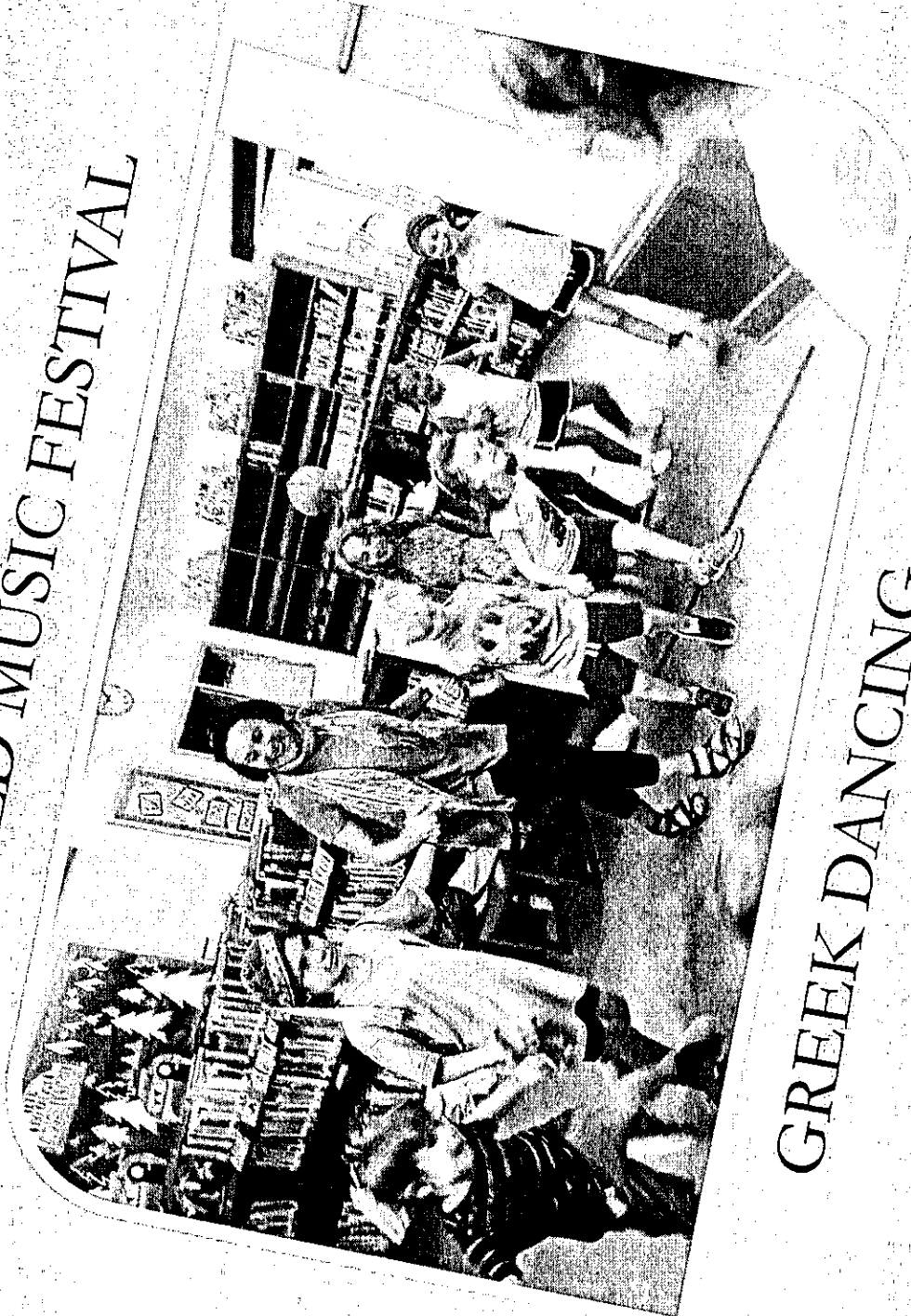
SCIENCE - MAKING FOSSILS!



“GAGA PIT” FOREVER!

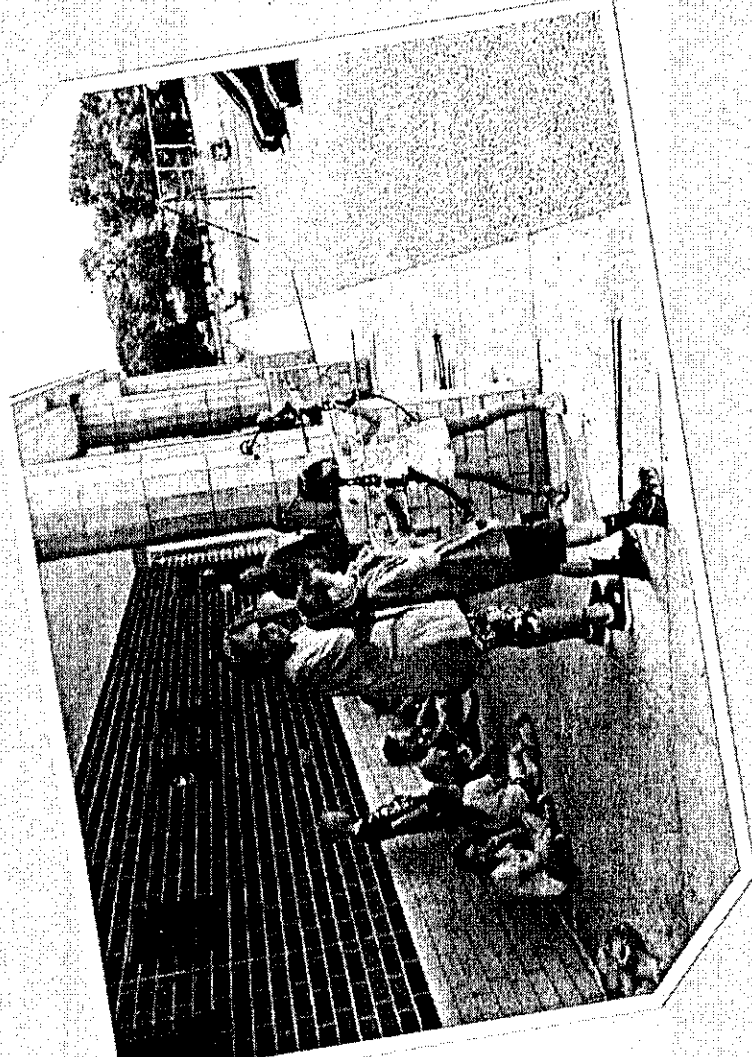


WORLD MUSIC FESTIVAL



GREEK DANCING

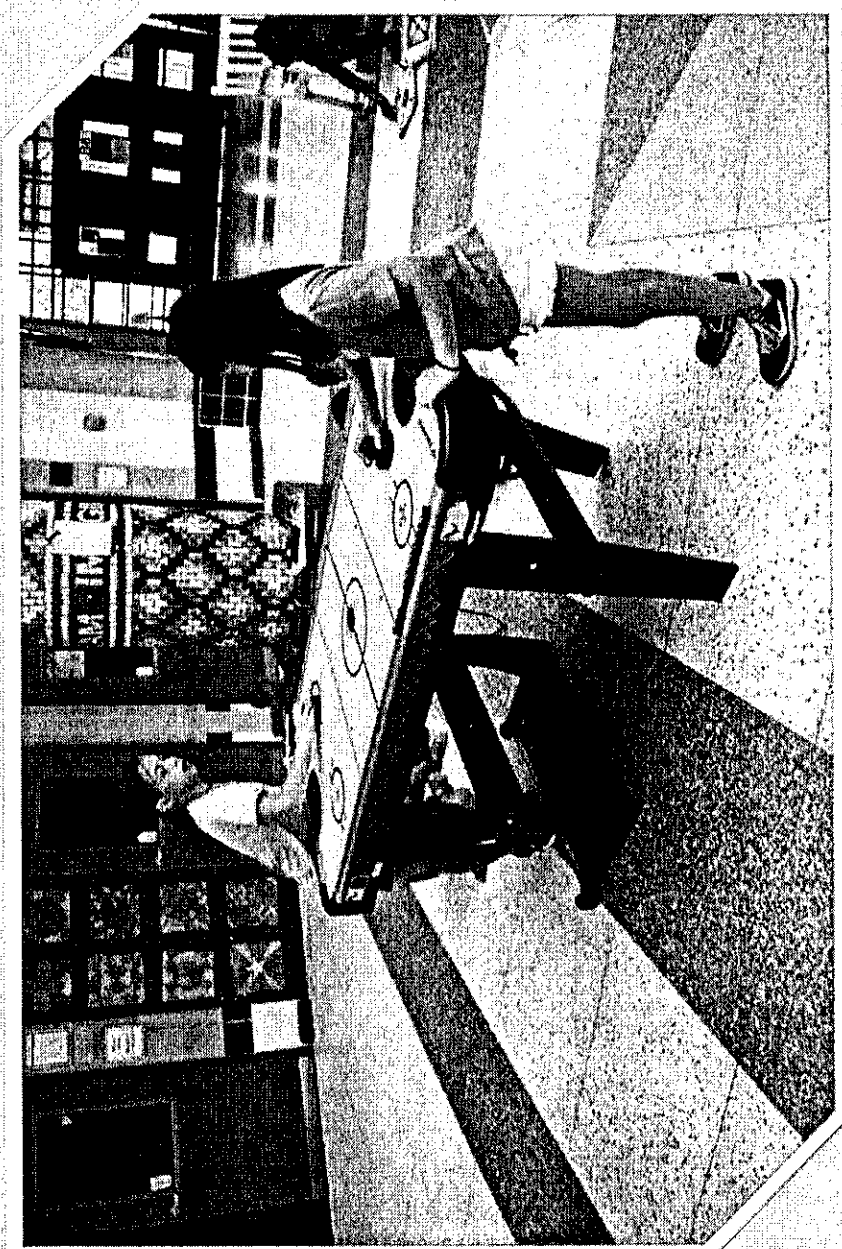
ROBIN HOOD WOULD BE PROUD OF US!



CHILDREN LOVE KARAOKE!



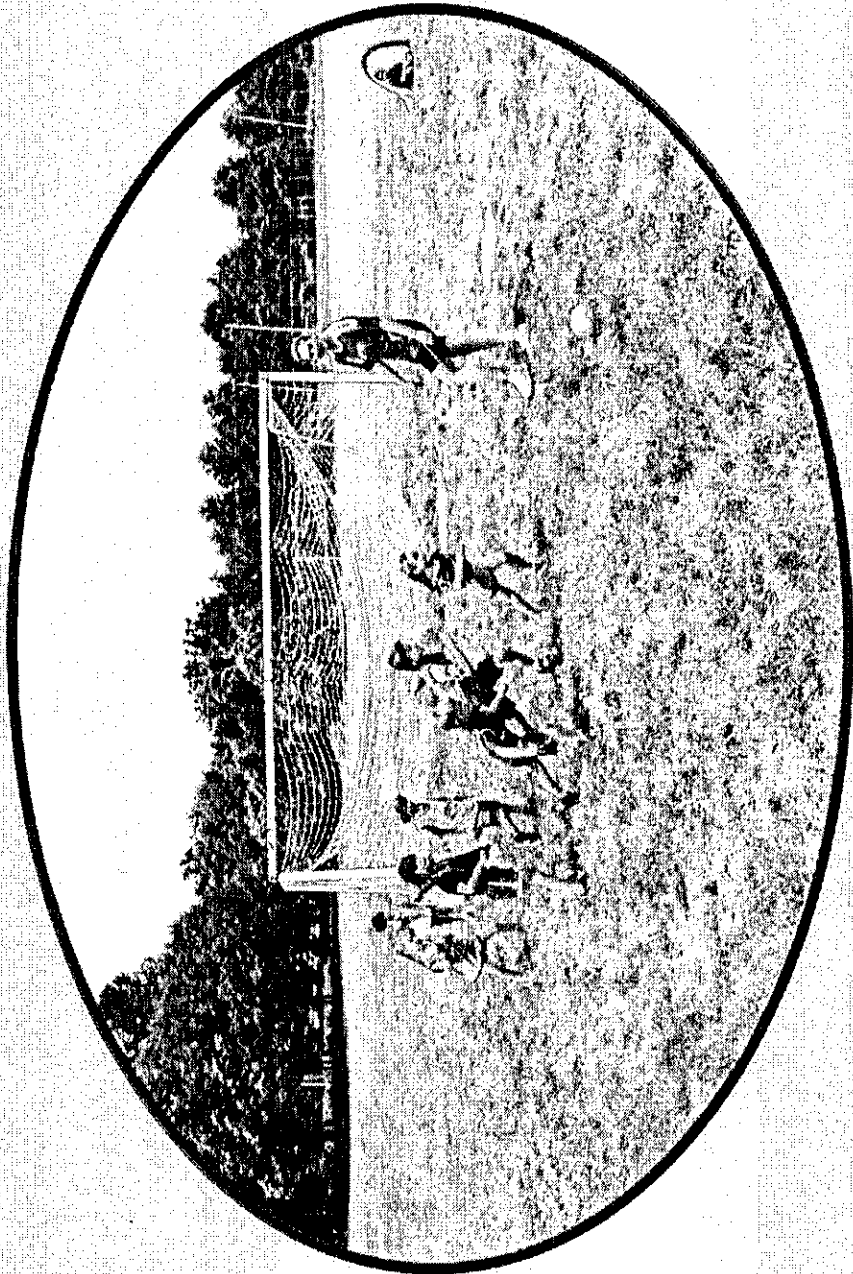
AIR HOCKEY IS THE BEST!



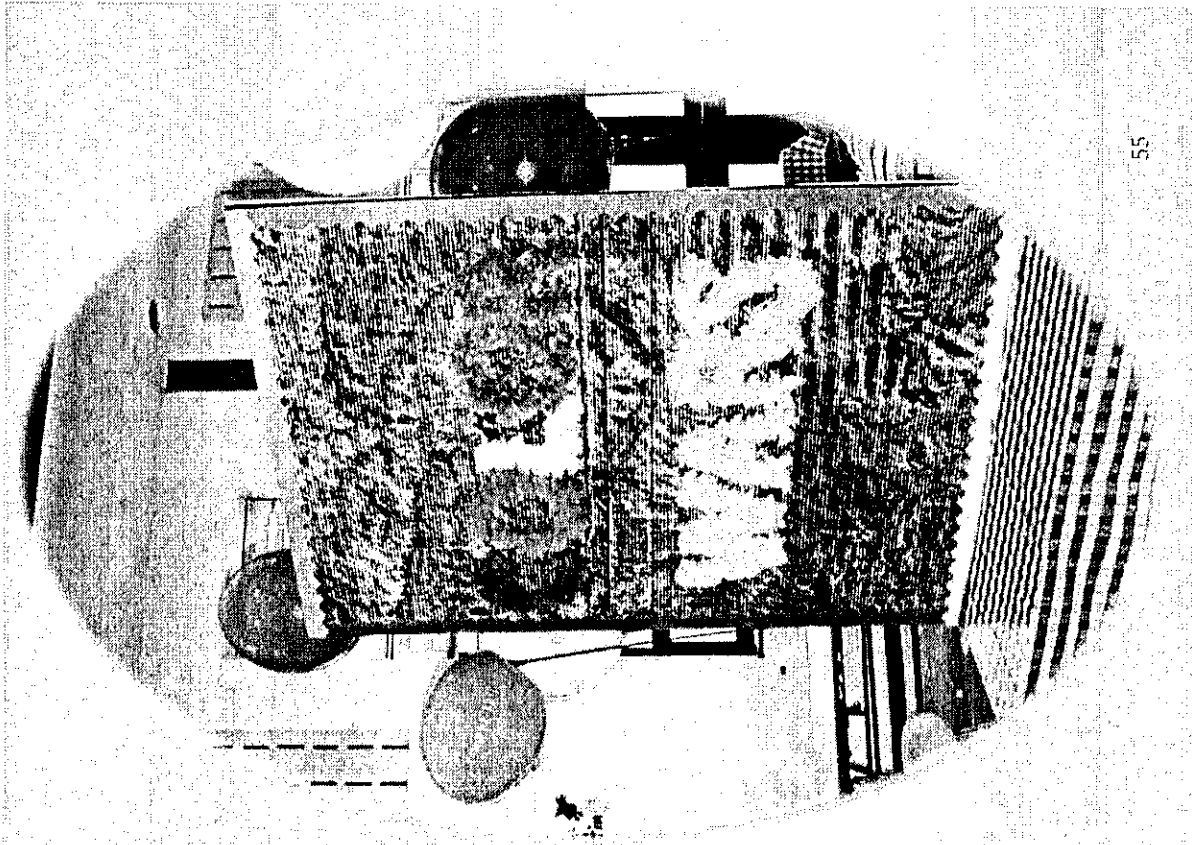
THE NEXT GENERATION OF PENNSBURRY CHEERLEADERS



SOCCER!

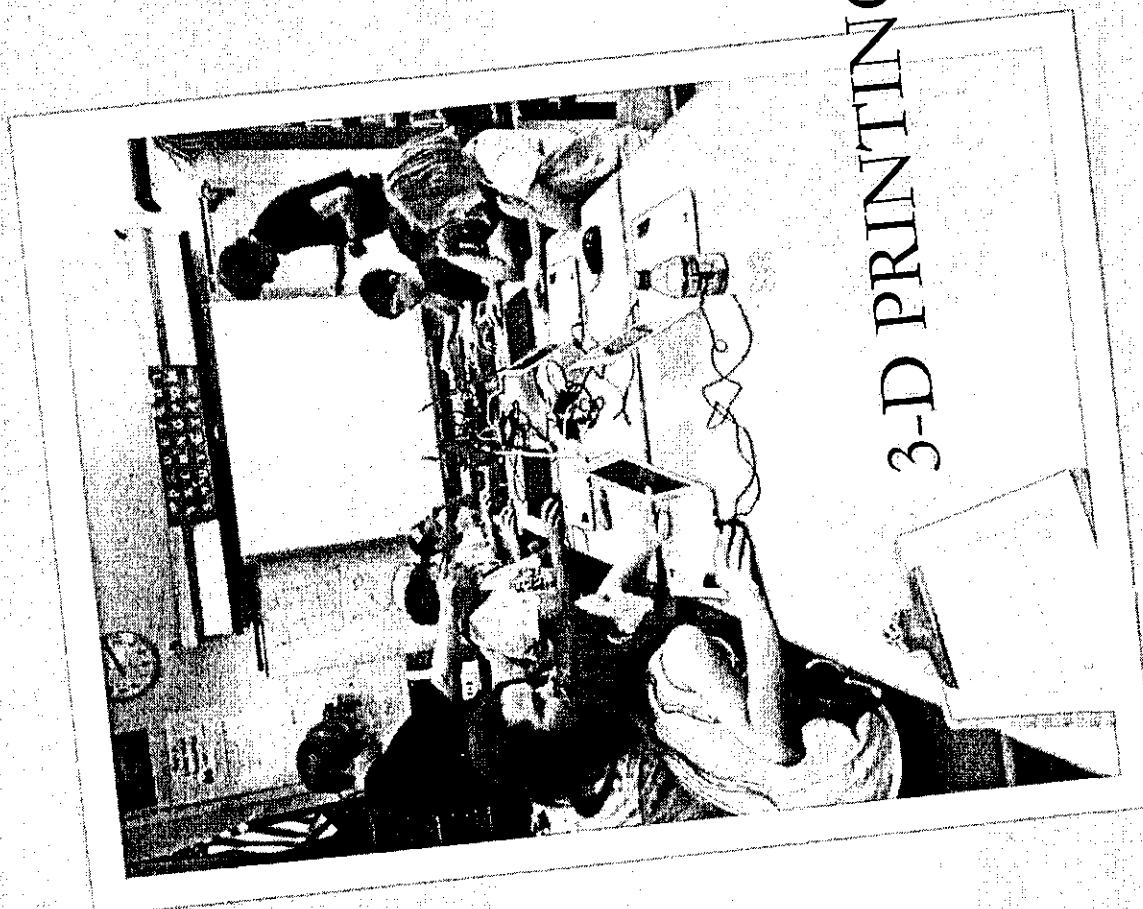


COLOR WARS IS SO MUCH FUN!



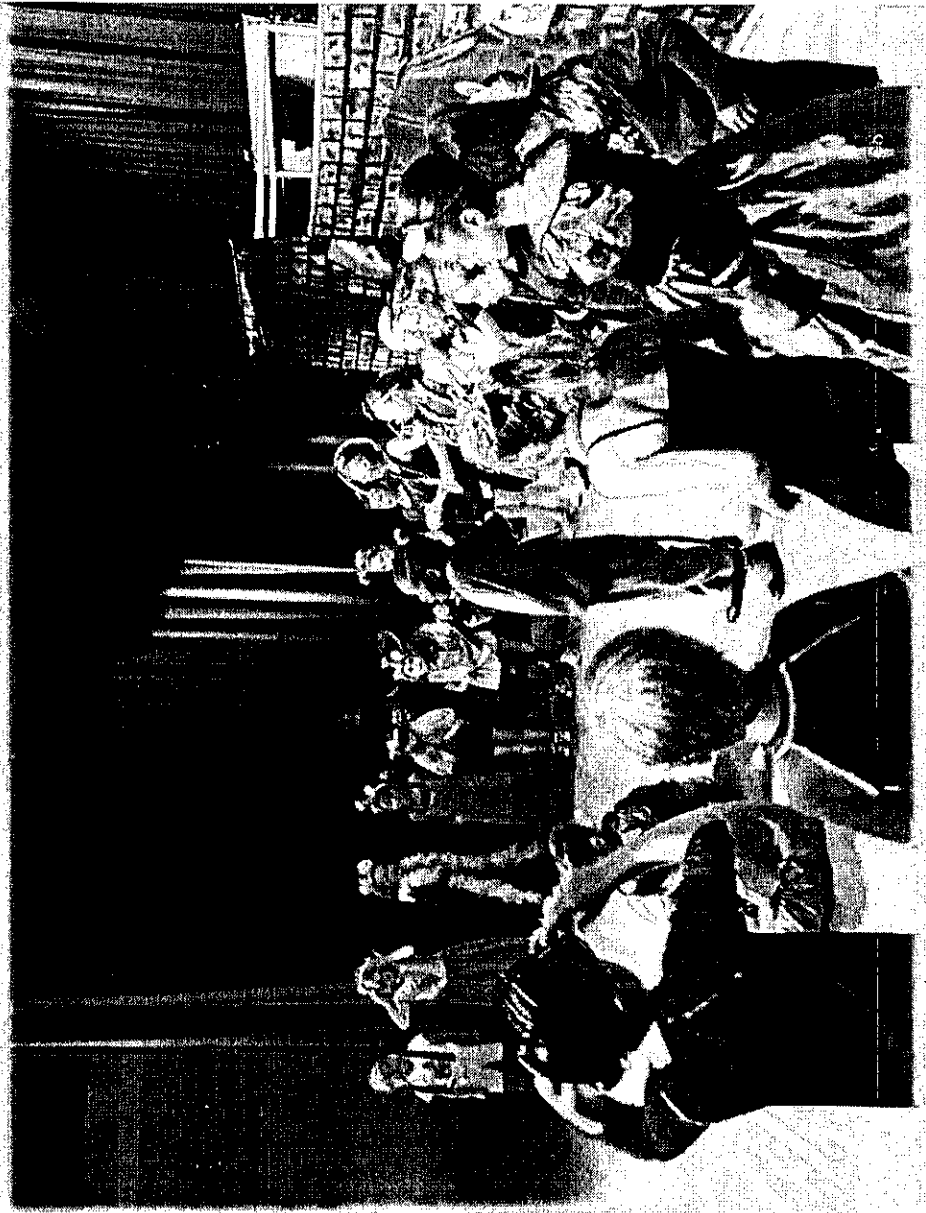
WOODWORKING WILL FEED THE BIRDS AT MY HOUSE





3-D PRINTING ELECTIVE AT SUMMER CAMP

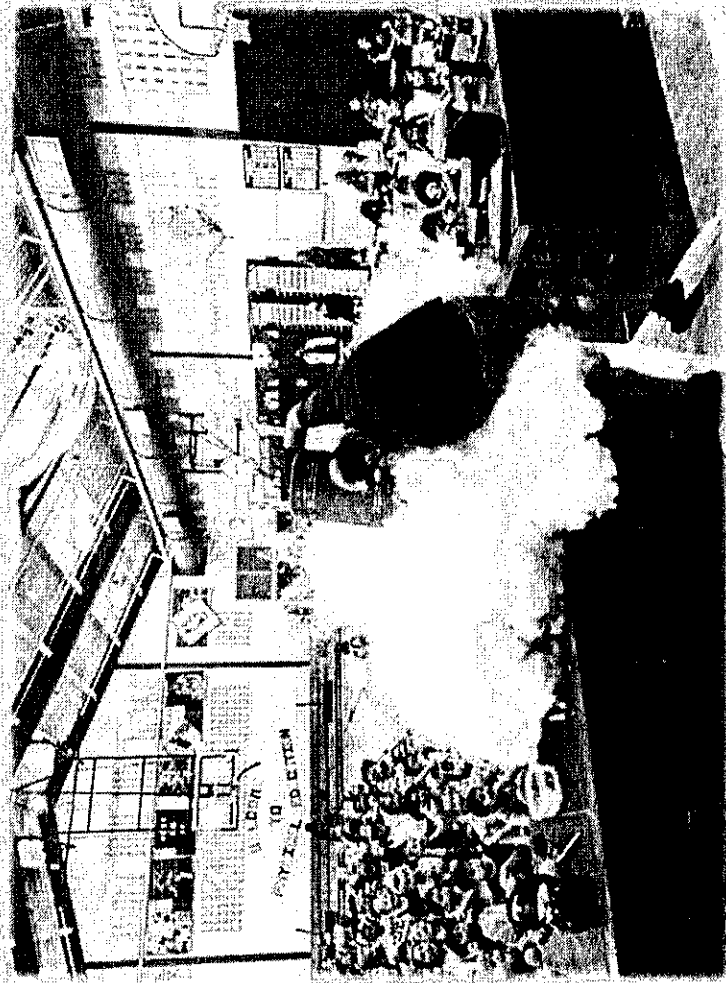
SUMMER CAMP MUSICAL "SHREK"



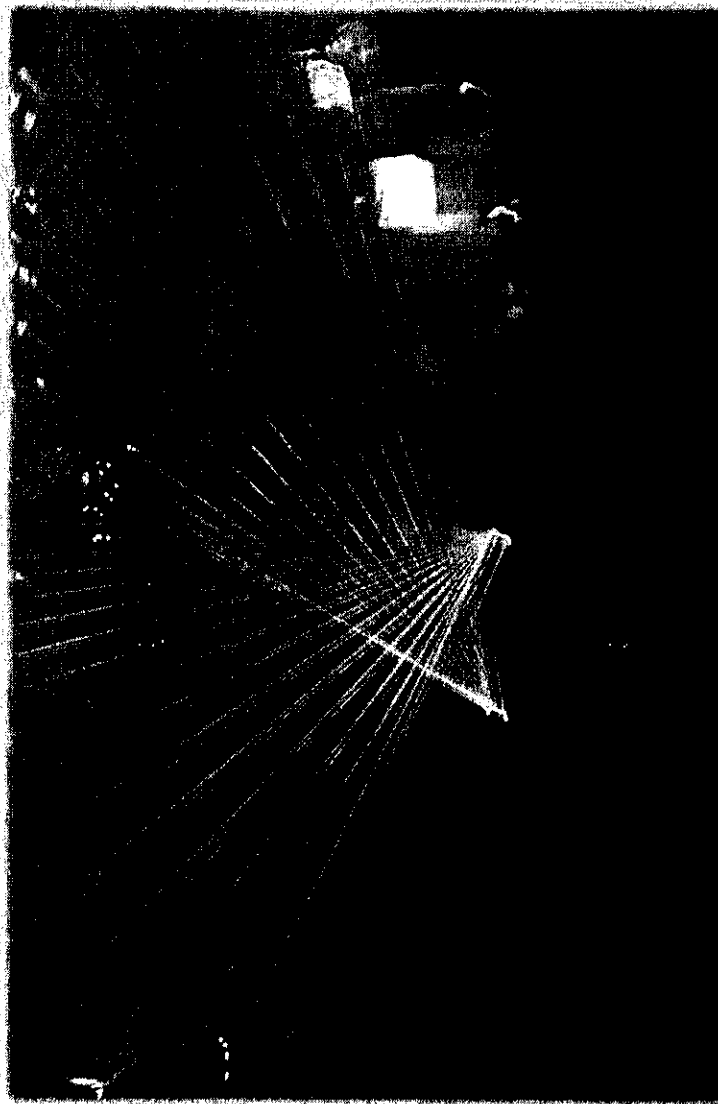
THE TEAM FROM "ITALY" DURING OUR
SPORTS OLYMPICS



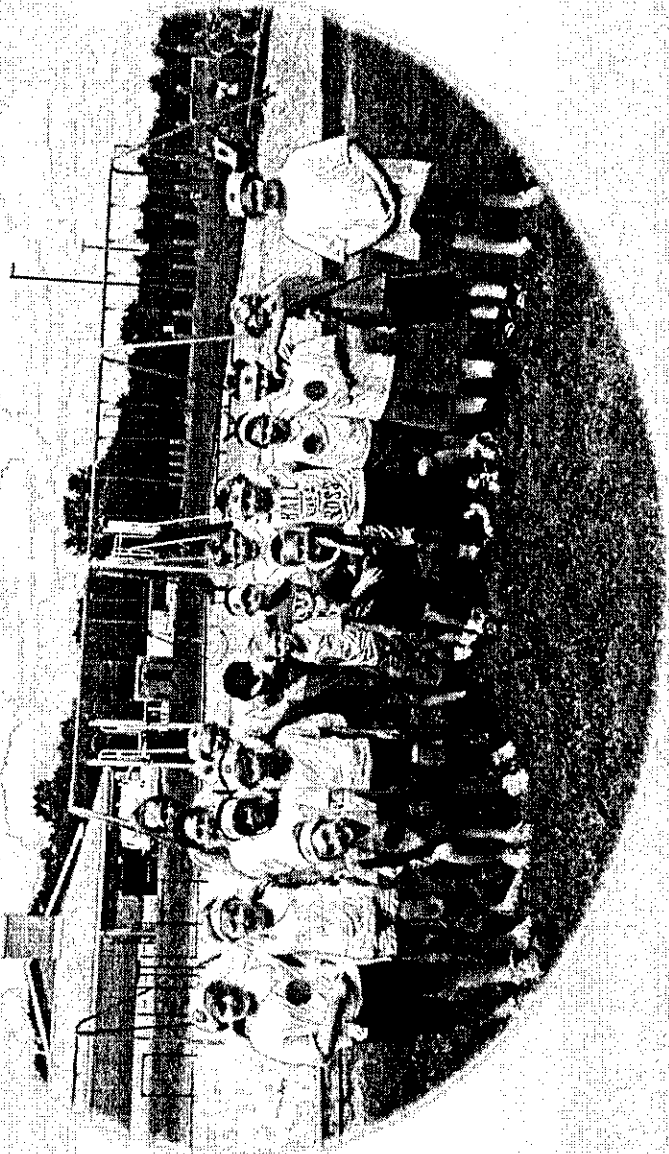
FRANKLIN INSTITUTE TRAVELING SCIENCE SHOW



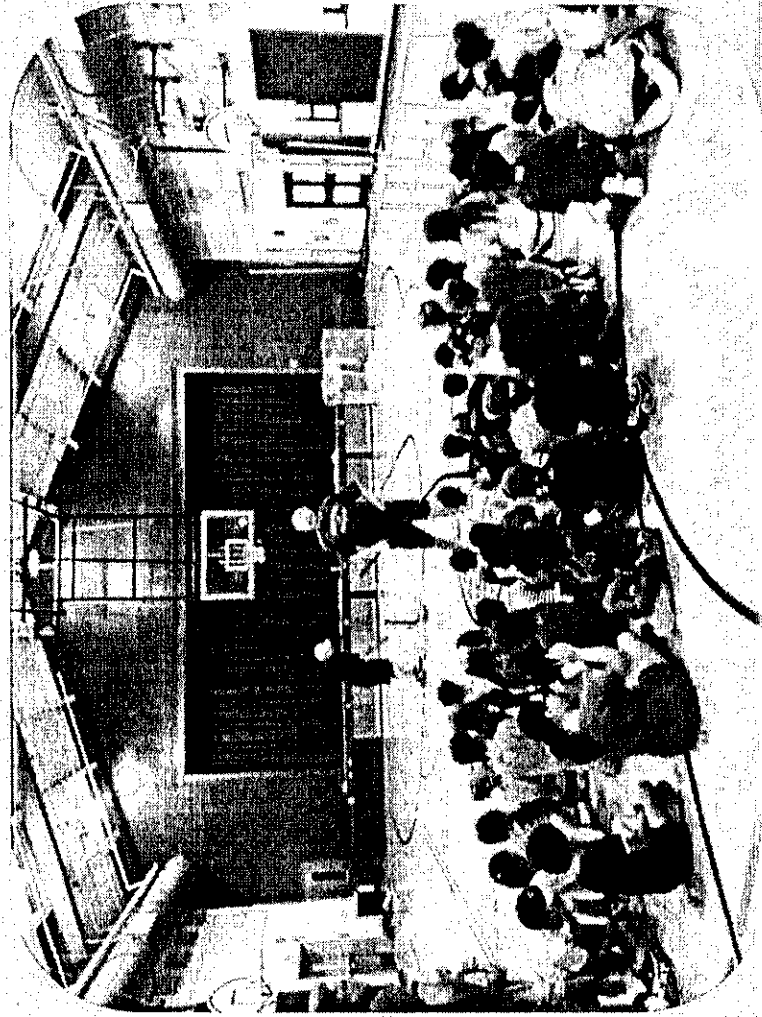
LASER SCIENCE SHOW AT
SUMMER CAMP!

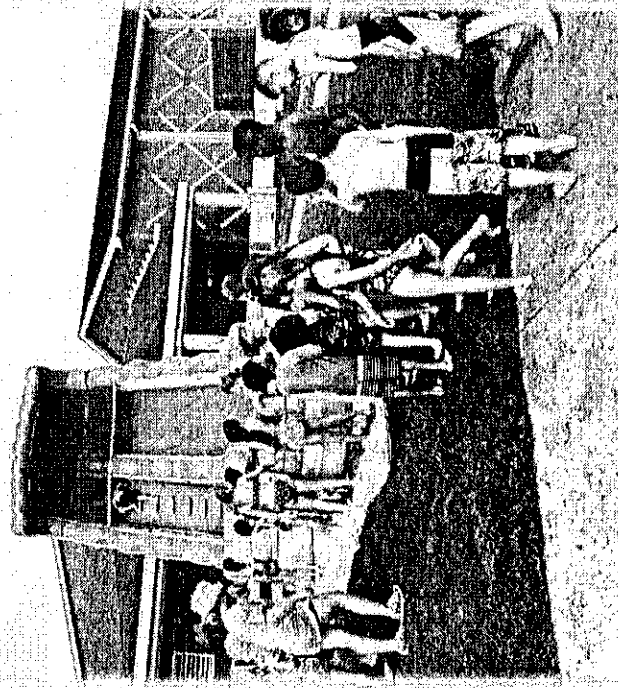
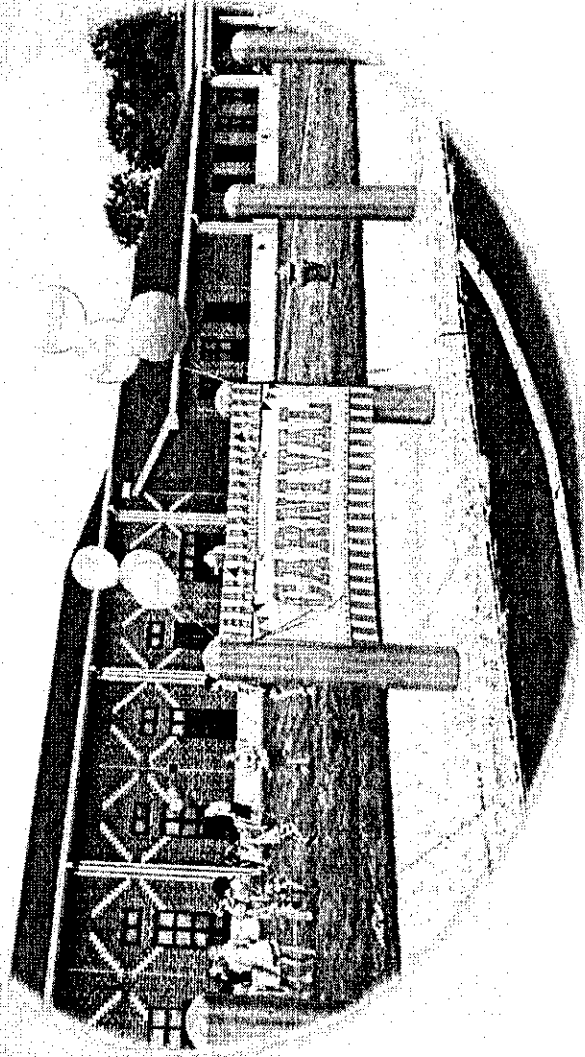


OUR TEAM WON TODAY!

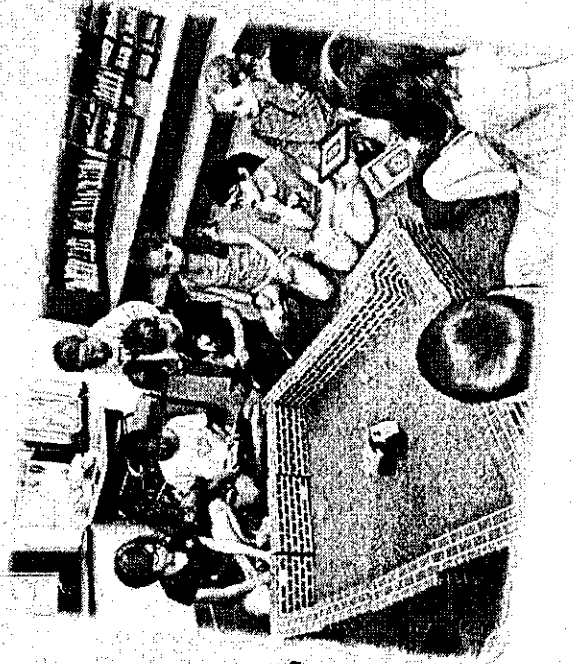


BOB KELLY OF THE "BROAD STREET BULLIES"
THE PHILADELPHIA FLYERS STANLEY CUP
CHAMPIONS OF 1974 & 1975 VISITS OUR SUMMER
CAMP.





SUMMER CAMP CARNIVAL DAY!



STEM ROBO CLASS



THANK YOU! THE END





PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338

Fallsington, Pennsylvania 19058-0338

Telephone: (215) 428-4100

www.pennsburyisd.org

Christopher M. Berdnik, PCSBA
Chief Financial Officer

Board Action or Information Item Request

TO: Board of School Directors

DATE: July 31, 2019

RE: Pennsbury shares

I provide the following information:

Office/Department	Business Office
Item Attached	N/A
Description:	I am just bringing to your attention the three PA Association of School Business Officials workshops that I will be teaching this year (known at this time): <ul style="list-style-type: none"> • Elements of Governmental Fund Accounting at Montgomery County IU 23 on October 15, 2019. • Applications in Revenues at the PASBO Office on May 6, 2020. • Elements of School Finance ONLINE beginning May 11, 2020 and closing on June 12, 2020.
Cost	N/A
Funds Allocated in Department Budget Account	N/A
Budget Transfer Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Anticipated Approval Date	N/A
Other information:	I will also be serving on PASBO's annual conference committee around finance and investments and presenting at the PASBO fall Facilities, Transportation, and School Safety Conference in a panel discussion of "25 Great Ideas." Any overnight commitments will come to the Board through the appropriate channels and process.

Please contact me with any questions or comments regarding this information.



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Christopher M. Berdnik, PCSBA
Chief Financial Officer

Board Action or Information Item Request

TO: Board of School Directors

DATE: July 31, 2019

RE: Requests for Proposals

I provide the following information:

Office/Department	Business Office
Item Attached	N/A
Description:	As the budget calendar progresses, the district should consider developing a cycle to review various professional service arrangements for requests for proposals. For any items to be bid for 2020-21, beginning that process in December 2019 – with some spacing between RFPs – would make logical sense.
Cost	TBA
Funds Allocated in Department Budget Account	TBD
Budget Transfer Required	<input type="checkbox"/> Yes <input type="checkbox"/> No TBD
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A TBD
Anticipated Approval Date	TBA
Other information:	

Please contact me with any questions or comments regarding this information.



Christopher M. Berdnik, PCSBA
Chief Financial Officer

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Memorandum

TO: Board of School Directors

CC: Dr. William J. Gretzula, Superintendent
Mr. Michael Clarke, Solicitor
Ms. Kimberly Zedalis, Director of Financial Services

FROM: Christopher M. Berdnik

DATE: July 8, 2019

SUBJECT: Real estate tax resolution

On June 20, 2019, the Board approved New Business Item R, Tax Resolution. The attached motion itself points to a copy of the resolution that was handed out at the meeting, and all local collectors received notification of the rate from the Interim Business Administrator.

Upon careful review of the signed resolution and letter, I noticed that the millage rate listed was 170.076 mills, which is a 1.51% increase from 167.54 mills, instead of the 2.11% increase suggested by the budget presentation. A 2.11% increase would have yielded a rate of 171.076 mills. Note the following:

- 1. How did this happen?** The tax resolution was prepared by the Interim Business Administrator and distributed on the evening of the 20th. I believe this was simply an error in typing "0" where "1" should have been. Because the spoken tax motion did not include the actual millage rate, there would have been no reasonable opportunity for any party that could have caught the error to catch the error.

Additionally, the budget resolution itself did not include a copy of the PDE 2028 general fund budget form, which includes a detailed calculation of real estate taxes. PDE 2028 was neither finalized nor submitted prior to my arrival in July. By law it must be filed 15 days after adoption, a deadline we met on Friday.

- 2. What is the fix?** The shorthand version of the school code on the subject is that a district can levy taxes once a year. I reviewed two somewhat similar cases with the Solicitor and Superintendent. The Solicitor's guidance is clear: while there is theoretically an avenue to try to correct the tax rate that we could try, we strongly believe that we would be challenged and the Solicitor does not recommend it. Even if we could prevail, there are additional, epic logistical issues.

3. **How does this impact our 2019-20 budget?** Real estate collections are a function of three items: millage, assessed value, and collection rate. The proposed final budget assumed a collection rate of that was slightly lower than the actual 2018-19 experience of 96.8% on a tax file that grew between May and June, when the final values were provided by the Board of Assessment. While the value of a mill is close to the \$895,000 assumed during budget deliberations, the higher assessed value and more recent collection rate offset the tax value loss, bringing us closer to less than a \$400,000 impact.

Given that it is now July and school begins in less than two months, I do not recommend a fire sale search for program reduction. While less than ideal, if nothing else, the \$2.5 million set-aside for future debt service should operationally be \$2.1 million. Budget development is an ongoing, multiyear process and we will work to find the gap in an orderly fashion to maintain the district's good credit rating.

4. **What is the communications plan?** In some regards, communication has already occurred with the tax bills mailed by collectors, none of which so far have generated a phone call to the Business Office. That is not a complete sample, as many taxpayers rely upon their escrows to process payment. A succinct release of information noting that the rate was adopted at the rate of 170.076, or a 1.51% increase, is in order.

5. **How do we prevent this from happening going forward?** I have several recommendations:

- a. **We need to agree upon the millage rate by the evening the proposed final budget is adopted.** While other minor changes will no doubt occur to individual revenue assumptions and expenditure accounts, the stakes are too great to risk an error on our largest revenue source. We can build this into the budget calendar.
- b. **The district needs to implement an electronic board meeting management platform, such as BoardDocs.** With BoardDocs, what is now a thick binder of material would all be accessible online, improving transparency for all stakeholders and providing the Board easier access to perform governance tasks, such as adopting a budget and setting a tax rate. I will bring this recommendation in August.
- c. **The general fund budget must be prepared on PDE 2028, with the final budget available the evening it is adopted.** June 20th is too late to be exploring scenarios and simply have the right document exposed to Board review and public exposure likely prevents this error, because the tax rate would be listed in the document. This does not preclude additional usage of a more user-friendly document as is Pennsbury School District's practice.
- d. **We need to plug some gaps in our Board Policies.** PSBA has a Board Policy service that is a separate contract for just this purpose. We are missing a number of standard policies in the 600 series alone, which includes budget development procedures. This service is approximately \$7,500 to subscribe plus the annual maintenance fee of \$1,250, which we already pay.



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Christopher M. Berdnik, PCSBA

Chief Financial Officer

Board Action or Information Item Request

TO: Board of School Directors

DATE: July 31, 2019

RE: State budget analysis

I provide the following information:

Office/Department	Business Office
Item Attached	Document
Description:	Attached please find information regarding the adopted Commonwealth budget and its impact on Pennsbury School District.
Cost	N/A
Funds Allocated in Department Budget Account	N/A
Budget Transfer Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Anticipated Approval Date	N/A
Other information:	

Please contact me with any questions or comments regarding this information.



2019-2020 State Budget, Omnibus School Code Bills, and End of Session Highlights

Tuesday, July 16, 2019

Rebecca Roberts-Malamis, Esq.

Deputy Executive Director and In-House Legal Counsel

Bucks County Intermediate Unit

Overview of Today's Discussion



- **2019-2020 Budget Bill**—(House Bill 790 now Act 1A of 2019)
 - Review of Appropriation Levels
 - Highlights and History of Budget Numbers
- **School Code BILLS** (All now enacted into law)
 - **Senate Bill 700** (Plan Con)
 - **Senate Bill 440** (Flexible Instruction Days)
 - **House Bill 1615** (Omnibus School Code Bill)
- **School Safety and Security Bills**
 - **Senate Bill 621** (School Safety: School Police Officers, SROs, Security Guards, Grants and Misc. Provisions.)
 - **House Bill 144** (School Safety: Trauma Informed Approaches)

B U D G E T



End of Session Highlights



- Nearly \$34 Billion budget completed on time
- **House Bill 790** Passed House 140-62, and approved in the Senate 42-8. Signed into law by Governor as **Act 1A of 2019** on June 28, 2019
- 1.8% spending increase, no new taxes or fees
- **Did Not** contain Governor's requests for:
 - Increases to statewide minimum wage
 - Minimum teacher salary
 - Additional funding or revenue sources for transportation/infrastructure repair
- \$250 Million into state's rainy day fund for future use; (first time that's been done since Rendell administration)

Review of Actual Appropriations



- \$160 M increase in BEF (Governor requested \$200 M)
-On paper, appears to be \$647 M increase in BEF, but Social Security Reimbursement (SSR) line item of \$480 M rolled into the BEF, and SSR cut by \$11 M from Governor's request.
- \$50 M increase for SEF (As requested by Governor)
- \$7M increase for CTE funding (\$10 M requested)
- \$3 M increase for CTE Equipment Grants (\$0 requested)
- Ready to Learn Block Grant level-funded at \$268 M (Stays a separate line-item; Governor requested rolling into BEF)
- \$25 M increase in Pre-K Counts (Governor requested \$40 M)
- \$5 M increase to Head Start (Governor requested \$10 M)
- \$15 M increase to Early Intervention (As requested by Governor)
- \$25 M increase to EITC (private vouchers) (\$0 requested)
- PCCD Safety Grants remain at \$60 M (Governor proposed \$45 M)

Budget Numbers



In Thousands	2018-2019 Budget	2019-2020 Budget	Difference
Basic Education*	\$6,095,079	\$6,742,838	\$647,759*
Special Education	\$1,136,815	\$1,186,815	\$50,000
Ready to Learn	\$268,000	\$268,000	\$0
Career & Technical Education	\$92,000	\$99,000	\$7,000
CTE Equipment Grants	\$2,550	\$5,500	\$3,000
Transportation	\$549,097	\$549,097	\$0
Nonpublic/Charter Transportation	\$80,009	\$79,442	(\$567)
Pensions	\$2,487,500	\$2,628,000	\$140,500
Social Security**	\$541,205	\$64,568	(\$476,637)**

*\$480 M is transfer of social security reimbursement, not new funds. ** Line item transferred to BEF.

Budget Numbers (Continued)

In Thousands	2018-2019 Budget	2019-2020 Budget	Difference
Early Intervention	\$299,500	\$314,500	\$15,000
Pre-K Counts	\$192,284	\$217,284	\$25,000
Head Start	\$59,178	\$64,178	\$5,000
PA Assessment	\$49,446	\$48,990	(\$456)
Teacher Professional Development	\$5,309	\$5,309	\$0
Trauma Informed Ed	\$500	\$750	\$250
PDE Safe Schools	\$10,000	\$11,000	\$1,000



Basic Education Funding



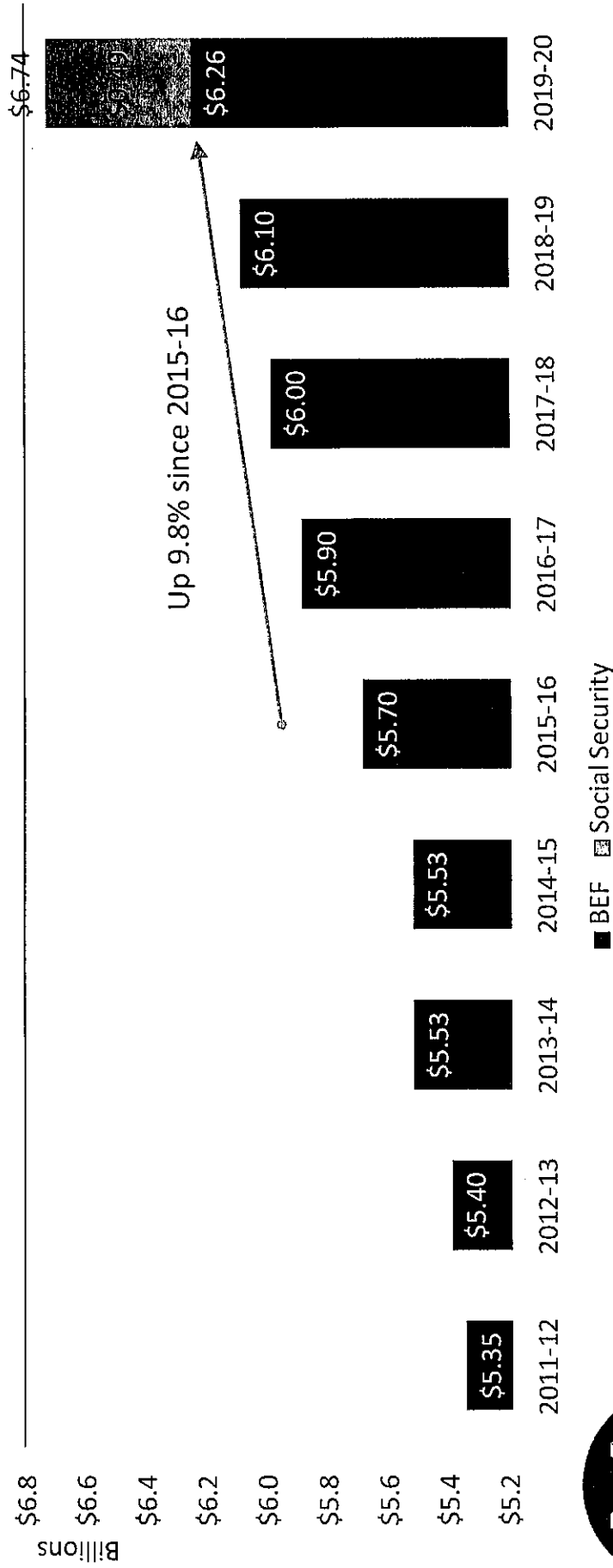
Increase of nearly \$648 million

- Only \$160 million in new money for formula
- Remaining \$488 million into BEF base is for social security payments

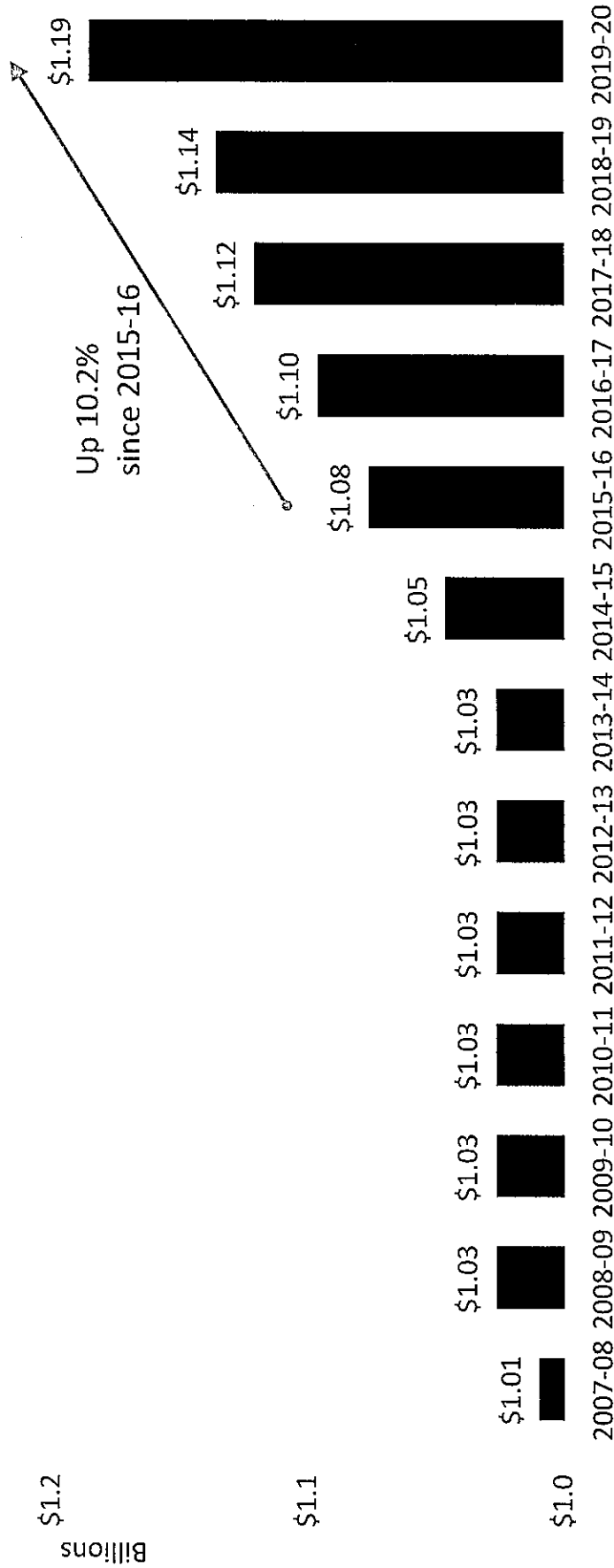
Nearly \$700 million to go through BEF formula

- 11.2% of the BEF subsidy
- 8 school districts get less than 2018-2019
- Distribution Sheets available on PDE's website

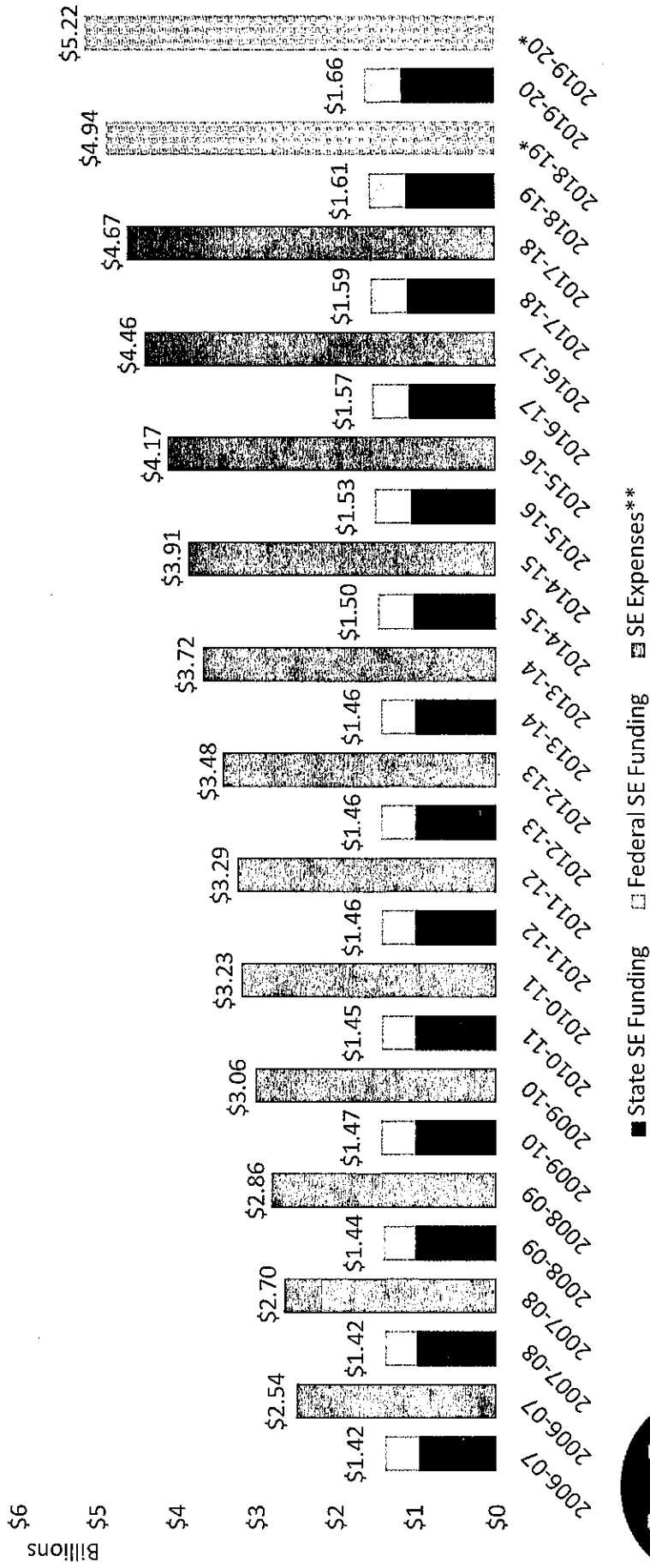
Basic Education Funding - History



Special Education - State Funding



Special Education Appropriations vs Expenses



* Expenses for 2018-19 and 2019-20 estimated based on average annual increase over the previous 11 years of 5.7%.

** Special education expenses do not include gifted support, early intervention, and other services that students may require.

Pensions



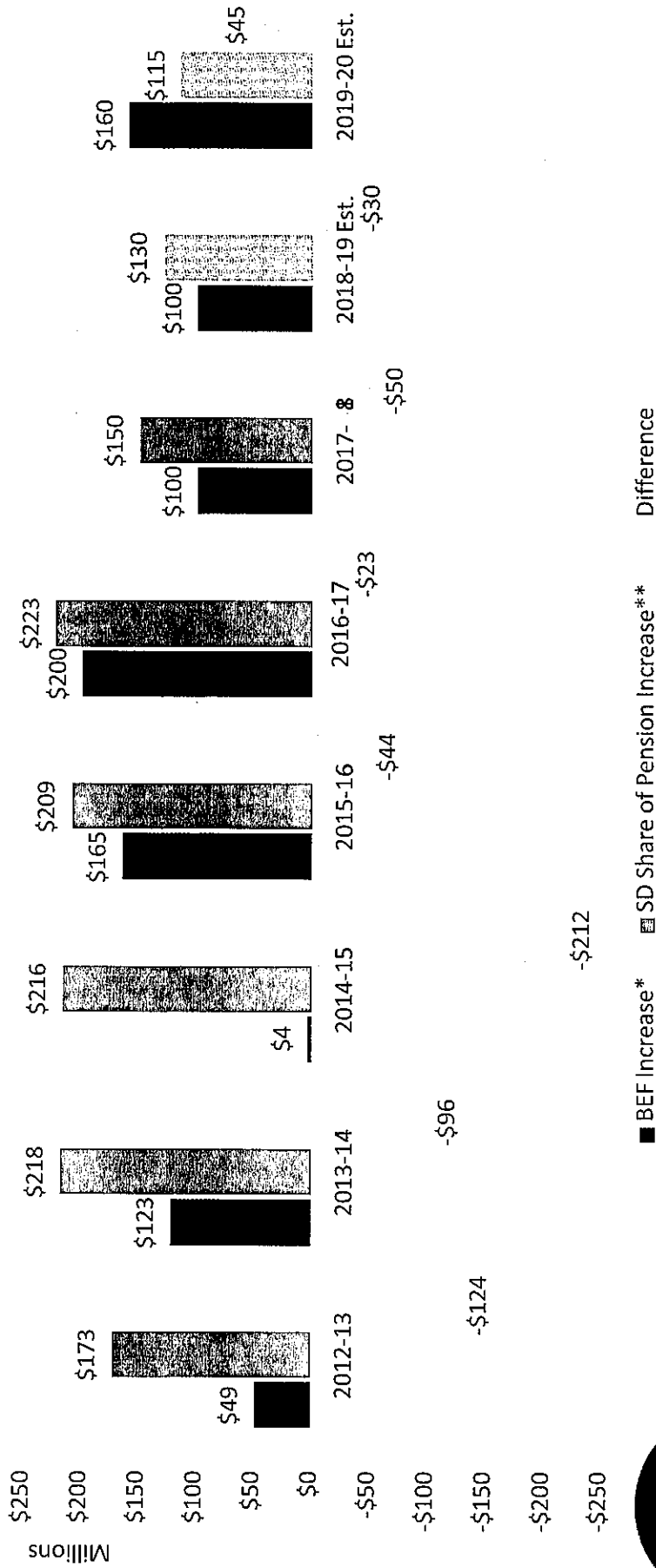
Increase of \$140.5 million in state pension contributions

- State contributions roughly 55% of total
- Could mean an increase of \$115 million in school district contributions
- BEF increase is MORE than potential increase in pension costs

2019-2020 Increase

Basic Education	\$160,000,000
Estimated Local Share of Pension Increase	(\$115,000,000)
Net Change	\$45,000,000

Local Pension Increases vs BEF Increases



* BEF amounts and increases based on actual/available budget line item looking back at the prior year.

** Total school district pension contributions minus state share of retirement contributions. 2017-18 is most recent year available.



School Code Bill(s)



Overview of School Code Bill(s)



- Much different than in year's past
- Not just one School Code Bill, but FIVE bills, only one of which could be called "Omnibus".
 - Senate Bill 700 (Plan Con)
 - Senate Bill 440 (Flexible Instruction Days)
 - House Bill 1615 (Omnibus)
 - House Bill 144 (School Safety: Trauma Informed Approaches)
 - Senate Bill 621 (School Safety: School Police Officers, SROs, Security Guards, Grants and Misc. Provisions.)
- What was not included:
 - Educator Evaluations
 - Minimum Teacher Salary
 - Charter School Funding Commission

PlanCon Bill—Senate Bill 700



Now Act 70 of 2019; Signed by Governor on July 2, 2019.

- Codifies the PlanCon Advisory Commission Recommendations
- Simplifies the Administrative Process of Applying for Plan Con Funding
- Requires PDE to develop a web-based application and data collection system
- New school construction and renovation approval process divided into four steps:
 - 1) project justification
 - 2) construction documents
 - 3) project bid awards
 - 4) project completion
- Recognizes high-performance building standards to receive a 10% reimbursement enhancement using LEED green building standards as the “high performance” standard
- Creates a program for smaller maintenance and modernization projects that includes a special set-aside for school safety needs. No grant award exceeds \$1 M, with school entities to provide a 50% match for each grant awarded. Other restrictions under this section.
- Authorization Only—NO APPROPRIATIONS for 2019-2020 to Actually Implement!
- **HB 1615 Extends the PlanCon Moratorium for Fiscal Year 2019-2020**

Senate Bill 440: Flexible Instruction Days (FIDs)



Approved by Governor on July 2, as "Act 64 of 2019".

- Amends the School Code to codify a previous pilot program that allows schools to receive approval from PDE to utilize up to five FIDs to fulfill instructional requirements and get "credit" for cancelled days.
- The bill was amended to extend the flexibility to private schools as well and clarifies that the bill's provisions do not supersede provisions in existing collective bargaining agreements.
- Within thirty days of effective date (August 31, 2019) PDE must develop a standard application form for entities to apply for FIDs. Entities must apply by September 1 of each school year. (*Unclear what deadline is for this first year if form is not released until September 30?*) PDE must notify school district by November 1 each year of approval status. Application, if approved, is valid for three years.

Senate Bill 440: FIDs (cont.)

- Form requires the following information:
 - Procedure to notify students, parents, and professional employees that a FID is being instituted
 - Whether technology will be used, and if technology is used, information must be provided on how students and professional employees without internet access will be accommodated on the FID
 - Procedure for enforcing attendance during for both students and staff
 - Instruction for English Language Arts, Math, Science, Social Studies must be provided.
 - Must also comply with IDEA for students with IEPs.
- FID means a day that fulfills one of the minimum required days of instruction and which prevents a building from opening due to one of the following:
 - A disease epidemic
 - A hazardous weather condition
 - A law enforcement emergency
 - The inoperability of school buses or other equipment necessary for operation
 - Damage to a school building
 - Another temporary circumstance rendering a school building unfit for use

School Code Changes: House Bill 1615 / Act 16



**“Act 16 of 2019”, signed into law by Governor on June 28, 2019.
Effective Date of July 1, 2019**

- **Special Education Funding Commission:** Reconstitutes the Special Education Funding Commission to review the funding formula for special education payments. The Commission’s work is limited to only reviewing special education payments to school districts. The group is to convene by August 15, 2019 and issue a report by November 30, 2019.
- **Full Academic Year Requirement (PA System of School Accountability for ESSA purposes):** Provides that if a student is enrolled in a school on or before October 1, and is continuously enrolled through the last day of the school year, and was absent for at least twenty percent (20%) of the school days in the school year, the student shall be deemed as not meeting the full academic year requirements and test scores for the student shall not be included in the school’s accountability performance calculation.

School Code Changes—House Bill 1615 / Act 16



- **School District Budgets:** Provides for school districts to submit an electronic copy of school district budget to the PDE within 15 days of adoption of the budget, and for PDE to post district budgets on its website within 30 days of receipt of each district budget.
- **School Superintendent Qualifications:** Provides that a person who has served as a chief recovery officer or financial administrator is eligible for election or appointment as a Superintendent or Assistant Superintendent. Individuals appointed under the section are required to successfully complete a leadership development program.
- **Compulsory School Age:** Redefines compulsory school age from the current ages of 8 to 17 to ages 6 to 18 (or earlier than 18 if a certificate of graduation from an approved High School has been issued to the student).

School Code Changes—House Bill 1615 / Act 16



- **School “Lunch Shaming” Changes:** If a student is not eligible for participation in the school food program and owes more than \$50 in a school year for meals, a school may provide alternative meals to the student until the student’s unpaid balance for school meals is paid or a payment plan has been established. Such actions by schools who choose to provide an alternative meal shall not be considered as public identification or stigmatization of a student.
- **Innovation School Pilot:** Provides for the designation of two (2) “innovation schools” to study and evaluate innovative approaches serving the needs of economically disadvantaged students in the areas of workforce development, mentoring services, before-school and after-school programs, prevention measures and social wrap-around services. To qualify, the school must be in bottom five percent of all schools in the state based on the percent of enrollment that is considered to be economically disadvantaged.

School Code Changes—House Bill 1615 / Act 16



- **Education Improvement Tax Credit (EITC):** Increases the amount of tax credits available for scholarship organizations by \$25 million, from \$160 million to \$185 million. Increases the maximum annual household income for scholarship eligibility from \$85,000 to \$90,000.
- **Opportunity Scholarship Program for Economically Disadvantaged Schools:** Provides for an additional \$5 million tax credits through the Opportunity Scholarship Tax Credit Program (OSTC) by up to \$1000 per student.

School Code Changes—House Bill 1615 / Act 16



- **Intermediate Unit Funding:** Provides level funding for IU's to be funded at an amount equal to 5.5% (\$65,275,000) of the special education funding appropriation. 35% of the above amount shall be distributed equally to all IU's. 65% to be distributed in proportion to number of ADM of the component school districts of each IU as compared to statewide total ADM.
- **Use of Undistributed Funds:** Allows PDE to use up to \$7 Million in undistributed funds to assist school districts in financial distress or identified for financial watch status.
- **Fee Assistance for AP and IB Exams:** Beginning in the 2019-2020 school year, PDE will provide assistance with fees for Advanced Placement (AP) and International Baccalaureate (IB) exams to students in financial need (defined as household income no greater than 185% of federal poverty level or a student in foster care, homeless, a migrant, or household receives SNAP or TANF funds.) A school entity offering the exam shall not accept any rebates from the College Board or IB program for students with financial need, and any rebate shall be credited toward the exam fee.

School Code Changes—House Bill 1615 / Act 16



- **AVTS-CTC References:** Provides for all references in statute or regulations to “Vocational Technical School” to be replaced with “Career and Technical School.”
- **Foster Child College Tuition:** Establishes a tuition and fee waiver program for youth who are or were in foster care who are PA residents and eligible for the federal Chafee Education and Training Grant Program under the Federal Foster Care Independence Act of 1999, beginning with the fall 2020 semester.
- **PlanCon Moratorium:** Extends the PlanCon moratorium by prohibiting PDE from approving new school building construction or reconstruction applications for 2019-2020.



Two Bills:

- **Senate Bill 621** signed into law by Governor on July 2, 2019, as **Act 67 of 2019.**
- **Senate Bill 144** signed into law by Governor on June 28, 2019, as **Act 18 of 2019.**



School Safety: Senate Bill 621—Act 67 of 2019

Concerning School Police Officers, Act 67 of 2019:

- Amends the definition of school police officer to include an independent contractor or individual provided through a third party vendor approved by the Office of Safe Schools.
- Requires a judge to grant a school police officer authority to carry firearms at the request of a school entity if the officer satisfies training requirements.
- To serve as a SPO, the officer must successfully complete BASIC training as required by the Municipal Police Officers' Education and Training Commission OR graduated from the State Police Academy and have been employed as a state trooper, separated in good standing. SPOs must successfully complete the Basic School Resource Officer Course of Instruction or an equivalent program approved by the PA Commission on Crime and Delinquency (PCCD). Current employees have six months to complete the training from the Act's effective date of August 31, 2019.

School Safety: School Police Officers (cont.)



- Must also attend annual in-service training approved by the Municipal Police Officers' Education and Training Commission
- Adds a school bus going to and from school activities to the list of areas a school police officer can enforce order
- Allows a school police officer to issue summary citations or detain individuals in school buildings, on school buses, and/or on school grounds until local law enforcement is notified.
- Clarifies that school entities and nonpublic schools are included in authority to enter into cooperative police service agreements.
- Removes the ability of school police officers to exercise the same authority as municipal police officers.

School Safety: School Resource Officers



Concerning School Resource Officers (SROs), Act 67 of 2019:

- Clarifies that an SRO is a law enforcement officer commissioned and employed by a law enforcement agency and who is assigned to a school entity or nonpublic schools through an agreement between the law enforcement agency and school entity.
- Now allows active certified sheriffs and deputy sheriffs to serve as SROs.
- SROs must complete the Basic School Resource Officer Course of Instruction offered by the National Association of School Resource Officers (NASRO) or an equivalent approved by PCCD prior to starting duties. Current employees have six months to complete the training from the Act's effective date of August 31, 2019.

School Safety: School Security Guards



Concerning School Security Guards, Act 67 of 2019:

- Allows independent contractors to serve as school security guards, can also be hired through a third party vendor approved by PCCD.
- Clarifies that a school security guard is an individual assigned for routine safety and security duties and is not a school police officer with authority to issue citations or detain individuals.
- If provided in the written contract between guard and school entity, an independent contractor shall be treated as an employee of the local agency.
- Requires a school security guard to successfully complete the Basic School Resource Officer Course of Instruction offered by the National Association of School Resource Officers (NASRO) or an equivalent program approved by PCCD prior to starting duties. Current employees have six months to complete the training from the Act's effective date of August 31, 2019.

School Safety: Senate Bill 144—Act 18 of 2019



Trauma Informed Education Training:

- **School Board Director Training:** Adds an additional hour of required training for newly elected school board directors (from four to five hours) and re-elected directors (from two to three hours) on the subject of trauma informed approaches.
- **School Wide Professional Development:** Requires the professional education plan of each school entity to include at least one hour of training in trauma-informed approaches.
- **School Leaders:** The PA Leadership Standards must include information on trauma-informed approaches.
- **School Safety and Security Coordinators:** The Coordinators' duties are amended to reflect trauma informed approaches.

Act 18 of 2019: Trauma and Trauma Informed Approach



- **Trauma**– “includes results from an event, series of events or set of circumstances that is experienced by an individual as physically or emotionally harmful or threatening and that has lasting adverse effects on the individual’s cognitive functioning and physical, social, emotional, mental or spiritual well-being.”
- **Trauma Informed Approach**– “includes a school wide approach to education and a classroom based approach to student learning that recognizes the signs and symptoms of trauma and responds by fully integrating knowledge about trauma into policies, professional learning, procedures and practices for the purposes of recognizing the presence and onset of trauma, resisting the reoccurrence of trauma and promoting resiliency tailored to a school entity’s culture, climate, demographics and community as a whole.”

School Safety: Act 44 Training Changes



- The current list of training topics that schools must provide to professional employees is amended to add “trauma informed approaches and threat assessment (recognition of student behavior that may indicate a threat to the safety of others)”.
- In addition, language clarifies that districts can provide training on one or more of the topics on the list based on their district needs; training is not required on every topic.
- The “list” includes: training on recognition of the signs of trauma in students, best practices for schools and classrooms regarding trauma informed approaches, recognition of the signs of the impact of secondary trauma on school employees, and appropriate resources for school employees experiencing secondary trauma, school entity polices regarding trauma-informed education.
- School entity must make a reasonable effort to facilitate a time and location for school employees to receive the training during paid working hours or in-service training.

Senate Bill 144/Act 18 of 2019: School Safety Grant Changes



- Grants will now be awarded by March 1 rather than October 31
- The committee will conduct training for applicants outlining the grant priorities and completion of applications
- School entities are permitted to apply for a grant in a subsequent year for the same purpose and amount as awarded in a prior year. The minimum grant award is increased from \$25,000 according to the following schedule:
 - For a school district with an average daily membership (ADM) greater than 3,900, a minimum award of \$45,000.
 - For a school district with an ADM greater than 2,100, but less than or equal to 3,900, a minimum award of \$40,000.
 - For a school district with an ADM greater than 1,200, but less than or equal to 2,100, a minimum award of \$35,000.
 - For a school district with an ADM less than or equal to 1,200, a minimum award of \$30,000.

Act 18 of 2019: School Safety Grant Changes (cont.)



School Safety Grants:

- Grants awarded to a cyber charter school are limited to the safety and security needs of students at facilities where tutoring, testing, supplemental programs and services or instruction for students with disabilities occur.
- The committee may use its discretion to use information from the survey to prioritize the allocation of grants.
- The state auditor general shall not perform audits related to school safety and security assessments, survey instruments and grant applications.

Act 18 of 2019: Threat Assessment Teams



Threat Assessment Teams:

- Requires each school entity to establish at least one threat assessment team for the assessment of an intervention with students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community, or others.
- The Act establishes membership qualifications, training, and reporting requirements for the threat assessment teams. **The duties of the threat assessment team may be assigned to an existing team established by the school entity.** Also provides for the consolidation of current requirements and teams into this new team.
- Provides that threat assessment teams are a permissible use of school safety grants.
- Provides two years for school entities to prepare before threat assessment teams must be established.

Act 18 of 2019: Threat Assessment Teams (cont.)



- Local juvenile probation departments and other county agencies are required to consult with the threat assessment team when requested in order to help the team carry out its duties, to the extent such agencies can do so in compliance with various state and federal laws.
- Establishes notification and referral requirements and procedures when a team makes a preliminary determination that a student's behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others.
- The PCCD School Safety and Security Committee must develop threat assessment guidelines, training and information materials to assist threat assessment teams with their training and operations.

Act 18 of 2019: Misc. Changes



- **PSP Risk Assessment Teams:** Increases the number of PA State Police (PSP) teams from three to six that must be established by the PSP to conduct risk and vulnerability assessments for schools free of charge. The PSP must make an annual report to the Governor and General Assembly on the activity of these teams.
- **Safe2Say Something:** Changes are made concerning how records from the Safe2Say program may be accessed through a judicial proceeding. Other changes specify that the annual report of the Safe2Say Something program will breakdown reports by Intermediate Units using only aggregate data.
- **Confidentiality, transference and removal of health records:** Allows school entities to disclose information from records to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals in accordance with FERPA.

Act 18 of 2019: Misc. Changes (cont.)



- **Duties of Department:** Requires PDE and PCCD to encourage the integration of trauma-informed approaches into the program curriculum and the professional development curriculum of personnel of eligible providers who have regular contact with children.
- **School Safety Programs for Nonpublic Schools:** Requires IUs to provide requesting nonpublic school with school security programs/enhancements that fall within the categories of programs approved for public school safety grants. The IU will apply for the grants at the request of any nonpublic schools within its borders. The Office of Safe Schools is allocated \$3.2 million for these grants.

Act 18 of 2019: Misc. Changes (cont.)



- **State Board of Education:** Requires the Board to adopt policies encouraging the inclusion of trauma-informed approaches in professional education curriculum in teacher preparation programs. Adds education and training in trauma-informed approaches to the topics for board's councils of basic and higher education to consider.
- **Keystone Telepresence Education Grants:** Establishes the Keystone Telepresence Education Grant, which will give the state's 29 IUs access to a maximum of \$300,000 in funds to purchase telepresence equipment to support homebound students facing serious medical conditions. The equipment must be made available to public and nonpublic schools for free.

Possible Fall Issues To Keep An 'Eye' On...



- Charter School Reform
- Right to Know Changes
- Sunshine Law Changes
- Teacher Evaluations

Fall Legislative Session Schedule

- House returns on September 17, 2019.
- Senate return on September 23, 2019.
- Each chamber is in session one week for September, October, November, and December.

Sources

- This report is compiled and based on various legislative reports and communications received from the Pennsylvania School Boards Association (PSBA), Pennsylvania Association of School Administrators (PASA), Pennsylvania Association of School Business Officials (PASBO), Pennsylvania Association of Intermediate Units (PAIU), Pennsylvania and Legislative Services (PLS) Reporter received from June 19, 2019 – July 16, 2019.
- Graphs and tables found on slides 9, 10, 11, and 13 were supplied by the Pennsylvania School Boards Association (PSBA) webinar entitled “2019-2020 State Budget Recap” presented by John Callahan, Chief Advocacy Officer on July 9, 2019.
- Legislative language taken directly from the following enacted statutes: Act 1A of 2019; Act 6 of 2019; Act 16 of 2019; Act 18 of 2019; Act 64 of 2019; Act 67 of 2019; Act 70 of 2019.

Pennsbury School District

7/12/2019

Comparison of Adopted 2019-20 Budget to PDE's Projected Distribution as of 7/12/19

ORGANIZATION	ORGANIZATION TITLE	ACCOUNT	ACCOUNT TITLE	BUDGET	PDE Projection	Gap
107110000	BASIC SUBSIDY	R71	STATE REVENUE	16,463,782.00	16,449,107.00	14,675.00
107270000	SPECIAL EDUCATION	R71	STATE REVENUE	5,613,038.00	5,610,951.00	2,087.00
107507000	BLOCK GRANT	R71	STATE REVENUE	783,733.00	\$783,733	-
			Total	22,860,553.00	22,843,791.00	16,762.00



PENNSBURY SCHOOL DISTRICT

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Christopher M. Berdnik, PCSBA
Chief Financial Officer

Board Action or Information Item Request

TO: Board of School Directors

DATE: August 1, 2019

RE: BoardDocs LT Document Management System

I support the following request:

Office/Department	Technology
Item Attached	Quote
Description:	Approves the implementation of BoardsDoc LT Document Management System and execution of documents thereof through Emerald Data Solutions, Inc., including a one-time start-up fee of \$1,000, plus a recurring, annual maintenance cost of \$2,700. Subsequent Board approval would be required if we were to upgrade to any combination of the BoardDocs pro and/or plus versions.
Cost	\$3,700 year one; \$2,700/year thereafter
Funds Allocated in Department Budget Account	Software, Technology
Budget Transfer Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cabinet Discussion	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Anticipated Approval Date	August 15, 2019
Other information:	BoardDocs is an electronic board meeting management platform designed for public entities. It is used by over 3,700 school districts in the country. This will facilitate our migration to a more paperless process, and provide easier public access to agenda materials.

Please contact me with any questions or comments regarding this information.

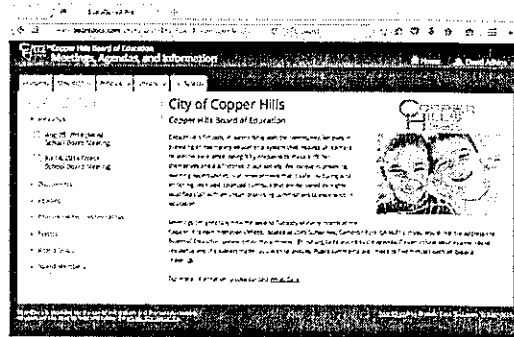


BoardDocs LT Formal Proposal

Executive Overview

Introduction

BoardDocs LT is the ideal entry level, Cloud-based Board Management System. Developed specifically for public governing bodies of smaller organizations, BoardDocs LT provides a means of immediately publishing and revising agenda items, supporting documents, minutes and policies and procedures via the Internet. This service provides organizations with a simple way to eliminate paper-based and less advanced electronic processes while maintaining a searchable legal repository for all documents.



BoardDocs also improves governance by making documents readily available to board members, designated staff and the public in a professional, easy-to-access format. The administration maintains total control over who sees what information and when. Governance stakeholders have immediate and ubiquitous access to their data via most Internet-connected devices. No third-party apps are required because BoardDocs is platform independent and looks, feels and functions the same across all devices.

Unlike email, general-purpose cloud services such as Google Docs, and PDF quick-fixes, BoardDocs is a turn-key, state-of-the-art solution, specifically designed for public governance. For example, the system “knows” not to allow communication between board members, is compliant with open records requirements, provides granular levels of security and contains many other community-defined features. With BoardDocs, there’s no need to incur the cost of purchasing and supporting a thick client infrastructure; the organization need only provide Internet-connected devices to access the service.



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Document Submission, Creation and Publishing

Document Submission Options

BoardDocs LT is an easy-to-use solution designed for organizations that have simple document workflow requirements. Simply designate a single person, or as many individuals as needed, as “document publishers” to gather electronic versions of meeting documents and enter them into the system. Document publishers can receive agenda item information and supporting documents via email or network share and create the agenda items using BoardDocs’ document publisher software.

This method often gives the document publishers ultimate control over all facets of the agenda item creation process. With BoardDocs, the people that create the packet are the ones who manage it. And, since BoardDocs services provide centralized storage of data, stakeholders can always be confident that there is only one valid copy of agenda information to be viewed or managed. There is no confusion regarding whether or not the information being viewed is current, because everyone is looking at the same documents.

Organizations that require more comprehensive document workflow options should consider those available in BoardDocs Pro.



BoardDocs Features and Benefits

Ease of Use

BoardDocs is currently being utilized by tens of thousands of users nationwide. This powerful solution provides a single Web app where stakeholders can quickly access current meetings and review archived meetings in an intuitive manner. Once a meeting is selected, agendas are fully expanded in a clear, concise format. Simply click on the agenda item and it will be fully displayed. Stakeholders can display the entire packet and then scroll down to review specific information.

Emerald Data Solutions has conducted a tremendous amount of research and taken recommendations from thousands of stakeholders to assure that every board member can use the service. We provide each of them with on-site training, user-friendly documentation, video tutorials, electronic manuals and online help. Plus, if a board member needs additional assistance, they can count on 24-hour, toll-free technical support at no additional charge.

Meeting Video

Meeting video allows stakeholders go well beyond documents and actually see what happened for each agenda item in a meeting. This feature simplifies the task of associating and managing meeting video by providing easy-to-use tools that automate the process involved with delivering video over the Web. Users can easily associate their video with each meeting and tag individual agenda items to any part of the video, all while displaying them through the organization's existing BoardDocs interface.

Stakeholders can then use BoardDocs' powerful search tools to find any agenda item within a meeting. Once the item is found, the stakeholder is presented with the highest fidelity experience of what actually happened during the meeting, with the agenda item, background information and video from one simple interface.

Advanced Web Application Technology

BoardDocs' advanced Web technology provides an extremely rich user experience by delivering custom interfaces across multiple platforms without the need to install custom software or special end-user configurations. Recognizing the power of the individual to customize their own Web experience, BoardDocs technology moves document management away from the IT department and toward the individual that actually creates and manages the packet.



BoardDocs LT Formal Proposal

In the end, this technology helps governing bodies operate more effectively by eliminating paper and streamlining board packet processes. Organizations save money, time and increase transparency for their stakeholders. With BoardDocs, organizations of all sizes can significantly improve the way they create and manage board packets, access information and conduct meetings.

Client Requirements

BoardDocs LT readers and publishers can access the BoardDocs user interface via most contemporary Web browsers, from virtually anywhere, on just about any Internet-connected device. There are no thick client applications to install, update or maintain. The organization is only responsible for supplying any client hardware and network infrastructure necessary to connect to BoardDocs services via the Internet.

Dedicated Database

BoardDocs uses a dedicated database instance for each client. By using separate databases, access control lists and code for each client, Emerald Data Solutions can assure that no other BoardDocs subscriber will have unauthorized access to your organization's private data. This also prevents data corruption from spreading throughout the system.

Hosting and Technology Partners

Our hosting environment is supported by technology partners who are regarded as the best-in-class providers of their services. Application services are provided by clusters of Sun servers from Oracle, behind four F5 enterprise load-balancers that are connected to redundant, high-speed network connections. These clusters are hosted at two SSAE 16/SOC1 audited (formally SAS 70) dedicated hosting centers; one near Denver, CO and the other in Sterling, VA. Both feature emergency backup environmental systems for continuous, 7 x 24 operation. At each site, data is kept on dual, fully-redundant fiber arrays with redundant connections to all servers and independent copies of the data are kept and stored on dual Raid 5+1 configured arrays at each site, so hardware failure is extremely unlikely. Additionally, each weeknight all production data is copied to a NAS-attached array. This backup is kept for 1 week, except for Friday's backup, which is stored for 3 additional weeks.

Storage

BoardDocs provides document archives and instant access for at least 20 years of information. If after 20 years the amount of information does not exceed 20 GB, additional data will be stored until the limit is reached. Data exceeding the 20-year limit will be archived on optical media and provided to the organization.



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Search and MetaSearch

BoardDocs provides the ability to perform searches against the full text of any document in the system – including attachments. The document publisher determines what documents or parts of documents users can access. Through MetaSearch, BoardDocs also provides the capability to perform searches of public agenda items and policies from similar organizations using BoardDocs services. By using this exclusive feature, staff and governing bodies can research policies and procurement on a national basis, incorporate findings into their own efforts, develop best practices, and ultimately save a great deal of time and money.

Custom Interface

BoardDocs supports the branding of public and private interfaces with the subscriber's information. Organization logo support is provided for the site and all printed documents. At any time, the subscriber can further modify their public and private interface with custom verbiage and designated documents. The public areas of BoardDocs are designed to integrate with the organization's Web site, and link back to it.

BoardDocs features several ways for subscribers to access data in the BoardDocs outside of the standard interface, including RSS and XML access to all public data. Using XML and RSS, dynamic information can be integrated into existing Web sites or custom queries can be made from most popular third-party reporting tools. Custom interfaces to BoardDocs data can also be created.

Minutes

BoardDocs LT provides the ability to edit and attach minutes to any meeting. LT subscribers can edit minutes from the Meeting Dashboard by importing the agenda and simply using the editor. Once saved, they can then attach a minutes agenda item to a future meeting.

Ownership of Data, Backups, Object and Source Code

While BoardDocs maintains the data on behalf of each subscriber, we believe that the organization should have an up-to-date, local copy of all data. The customer retains all ownership of content posted to the database and has exclusive control of who can access the data and when. Designated publishers control access to the system.

Technical Support

Emerald Data Solutions provides 7 x 24, US-based, no-charge technical support for all document publishers, authenticated users and even the public for the life of the agreement. The technical support is available via toll-free phone number with a guaranteed response time of two hours with a 24-hour resolution.



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User Accounts

Authenticated users will need an individual user ID and password. Initially, passwords and user names will only be shared with the designated document publisher. After the implementation, changes to user names and passwords can be managed by designated publishers using BoardDocs Manager.

Maintenance and Updates

Emerald Data Solutions provides ongoing maintenance, including minor fixes and updates to the software for the term of the agreement. Updates and fixes are automatically applied daily, as necessary, without user intervention. Emerald Data Solutions is continually responding to the needs of our subscribers and partners by improving our service and adding new features. This process is on-going and has taken BoardDocs from a simple paperless meeting solution to a comprehensive board management solution.

Emerald Data Solutions will inform the customer and provide version upgrades as they become available at no additional charge. All version upgrades will be scheduled in advance and performed only after approval by the organization. Since BoardDocs is 100% Web-based, there is no need to manage client software or install updates on workstations.

Training and Implementation

We have found that video or Web training is not sufficient to assure complete success. As a result, every implementation of BoardDocs is performed on-site.

Emerald Data Solutions will assign a dedicated Implementation Specialist and Technical Analyst to assist in the implementation of the solution. The Implementation Specialist will conduct on-site training sessions based on our proven curriculum. Each attendee will receive documentation, customized for the subject matter of their training session. Additionally, the organization's IT staff will receive a comprehensive IT Implementation Guide.



BoardDocs LT Formal Proposal

The training sessions will be scheduled on the same day and will consist of the following:

Document Publisher – This session is to be attended by the designated document publisher(s). The instructor will lead a 3 – 4 hour session where the attendee(s) will publish an entire meeting and learn how to load and manage the data and how the data is presented by BoardDocs LT.

Board Members – Each board member will attend a one – two hour instructor-led session where they will learn how to access the information from any Internet-enabled location and how to participate in a meeting using BoardDocs LT.

Other than a \$1,000, one-time start-up to cover travel costs, there is no charge for initial training and implementation. Emerald Data Solutions will provide subsequent visits for training, on-site support or attendance of meetings at the organization's request at no additional charge. For subsequent visits, the Company will submit travel expenses, including airfare, ground transportation and hotel for reimbursement. The BoardDocs Web site also features documentation and video tutorials if any user would like a quick refresher on how to use the system. Emerald Data Solutions maintains support and training staff in six states, so help is never far away.

Still Need Some Paper?

If some of your organization's stakeholders still want to use paper, BoardDocs LT provides an easy way to print individual agenda items, a customized agenda or even the entire packet. Organizations can easily customize all reports by adding logos, headers, footers and formatted text to their printed documents.



BoardDocs LT Formal Proposal

BoardDocs Plus

Need a Solution for Multiple Governing Bodies?

BoardDocs Plus is a new service enhancement enables organizations with multiple public governing bodies to provide a separate, distinct and comprehensive suite of BoardDocs services to each group via one subscription.

BoardDocs LT can support unlimited types of meetings for different committees; however, adding Plus, each governing body can have separate confidential meetings, separate document managers and separate administrative access. With BoardDocs Plus, BoardDocs services can provide agenda item-level security so only authenticated users in each group can access meetings, agenda items or even parts of an agenda item.

Upgrade Opportunities

Want Even More? Upgrade to BoardDocs Pro

BoardDocs is the only service that provides a simple and affordable solution, along with an easy upgrade path to the most powerful board management service available, BoardDocs Pro. Your organization can get comfortable with the paperless process by starting with BoardDocs LT, and then upgrade to the full power of BoardDocs Pro at any time, at no additional charge. Training costs are absorbed by BoardDocs and only out-of-pocket travel expenses for the trainer are billed to the subscriber.

About Emerald Data Solutions

Emerald Data Solutions is employee-owned and has been providing technology solutions to public and private organizations since 1989. Emerald Data Solutions is exclusively dedicated to the development and delivery of BoardDocs board management services. BoardDocs was initially developed in 2000, and since the national introduction of BoardDocs Pro in 2002, over 2,000 organizations have chosen BoardDocs for board management services.

Features and Pricing Summary

The BoardDocs LT service includes the following features:

- BoardDocs Board Management Solution for Unlimited Number of Users
- User-customizable, Cloud-based Publishing Interface
- BoardDocs Policy Services Development and Publication Solution, support for Web-based Policy Solutions
- Newly Refreshed Hardware Infrastructure with Redundant High-speed Internet Access
- Ability to Edit and Attach Minutes to a Meeting
- Access to BoardDocs MetaSearch for procurement on a national basis, policy research and more
- Attach Virtually Any Type of Document to Agenda Items
- Meeting Video simplifies the task of managing and associating videos for private or public meetings
- Integrated Audio Player - Listen to meetings indexed by agenda item
- Search Functionality for Consolidated Searches on Any Content
- Create and Save Draft Meetings
- Create and Publish Administrative and Executive level Content
- Granular Ability to Withhold Sensitive Information from the Public
- User and Security Administration via BoardDocs Manager
- Social Sharing via Twitter, Facebook and Email
- XML Capabilities to Dynamically Drive BoardDocs Data Into Your Organization's Web site
- 100% Web-based for access from Windows, Macintosh, Linux and iPad
- 7 x 24, Secure, Power-redundant Hosting with Daily Backups
- Single source, secure Document Database Technology
- No Charge, User-friendly On-site Training
- 7 x 24, Toll-free, US-based End-user Technical Support
- Up to 20 Years of History with DVD Archiving of Data beyond 20 Years
- Customized Printing of Agendas, Agenda Items and Meeting Packets
- Access to All Software Enhancements, Including Version Updates and Fixes for the Term of the Agreement



BoardDocs LT Formal Proposal

Subscriber Pricing

COST SUMMARY	
BoardDocs LT Document Management System – One-time start-up fee	\$1,000
Option 1 BoardDocs LT Document Management System – Recurring Cost: (Includes maintenance/support, installation, training, updates, upgrades, implementation and customization)	\$2,700 per year
Option 2 BoardDocs LT <u>Plus</u> Document Management System – Recurring Cost: (Includes maintenance/support, installation, training, implementation, updates, upgrades and customization) Provides separate confidential meetings, separate document managers and separate administrative access for unlimited meeting groups of the same organization.	\$5,900 per year

In some states, BoardDocs LT service fees are invoiced by a designated billing agent. Services are invoiced at the beginning of each annual term. The delivery of BoardDocs services is exclusively defined by the BoardDocs End User Agreement (EUA).

Company Contact Information

Corporate Office, Payment and Legal Notices:

Emerald Data Solutions, Inc.
519 Johnson Ferry Rd. NE
Suite A100
Marietta, GA 30068

Other Information:

Federal Tax ID: 80-0003127
DUNS: 131937562
(800) 407-0141
email: boarddocs@boarddocs.com
<http://www.BoardDocs.com>

BoardDocs
End User Agreement
Part I: Order Form

Diligent Corporation ("Diligent"), with an address at 111 West 33rd Street, 16th Floor, New York, NY 10120 provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "Agreement"). By executing this Agreement, the below named customer ("Customer") agrees to use, and Diligent agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

Billing Agent: Pennsylvania School Boards Association		Sales Rep Phone: 610-547-4271
Sales Rep Name: Andrew Klein		Sales Rep E-Mail: Aklein@Diligent.com
Organization Name: Pennsbury School District		
Address: 400 Bent Creek Blvd		
City: Mechanicsburg	State: PA	Zip: 17050

2. Charges. For each BoardDocs site (as defined by Diligent) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("ARC") and the Non-Recurring Charge ("NRC") set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
<input checked="" type="checkbox"/>	NRC (Non-Recurring Charge)	\$1,000.00
<input type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	\$18,000.00
<input type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$10,500.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	\$5,900.00
<input checked="" type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	\$2,700.00

3. Term. The "Initial Term" of this Agreement will commence on the Effective Date, as defined below, and continue for an Initial Term of one (1) year thereafter. On the expiration of the Initial Term, the Term of this Agreement will automatically renew and remain in effect for consecutive one- (1-) year periods (each a "Renewal Term") unless either party provides the other party at least thirty (30) days' advance written notice of non-renewal prior to the end of the then-current Term. Diligent may increase the ARC from time to time upon at least sixty (60) days' advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO DILIGENT THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER

DILIGENT CORPORATION

SIGNATURE

Date

SIGNATURE

Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

"Effective Date" shall be the date of the last signature.

Part II: Additional Terms and Conditions

4. Provision of the Service. Subject to the terms and conditions of this Agreement, Diligent will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Diligent Acceptable Use Policy ("AUP"), which SLA and AUP are posted on Diligent's web site at <http://www.BoardDocs.com/Home.nsf/legal> and both of which are incorporated into and made a part of this Agreement. Diligent will provide Customer with at least sixty (60) days' advance notice of any change in the SLA or AUP. Diligent will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties' "Marks" (as defined in Section 10). Diligent may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.

5. Payment. Customer agrees to pay Diligent (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer's receipt of the applicable invoice. Any amount not paid within such thirty (30) day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. The ARC will be invoiced annually in advance. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service and, if applicable, Customer will provide Diligent with any certificate or other evidence of tax-exemption. The continued provision of the Service is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Diligent are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.

6. Termination. This Agreement is effective for the Term described in Section 3. Diligent may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer's failure to pay any amount when due under this Agreement (after ten (10) days' prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Diligent; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filing of a petition in bankruptcy by or against Diligent; or (b) any material breach of this Agreement by Diligent. Upon any termination of this Agreement, Customer agrees its right to use the Service or Diligent "Intellectual Property" and/or "Marks" (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Diligent's Intellectual Property or Marks.

7. Use of the Service. Subject to the terms and conditions of this Agreement, Diligent hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer's purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer's utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with Customer's consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Diligent Intellectual Property or Marks, unless expressly permitted in writing by Diligent. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Diligent for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Diligent, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the "Content"), and Diligent has no responsibility or liability therefore, nor will Diligent be responsible for reviewing or determining the accuracy or appropriateness of any such Content. Content does not include data or information regarding other customers of Diligent or any information provided by Diligent. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer's request, Diligent will export the data from the Service database in its native format at no charge to Customer. If Customer desires Diligent to convert the data into any other format other than its native format, Customer shall pay Diligent two-hundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Diligent, and Diligent hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Diligent, arising out of any third-party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

9. Acceptable Use. All use of the Service will comply with the Diligent's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or Diligent's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Diligent from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

10. Ownership and Intellectual Property. "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Diligent owns (as between Diligent and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Diligent Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Diligent to confirm Diligent's exclusive ownership of Diligent's Intellectual Property and the Service. As between Customer and Diligent, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Diligent reserves all rights not expressly granted to Customer in this Agreement.

11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. DILIGENT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND DILIGENT EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY DILIGENT, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND DILIGENT DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT WILL BE UNINTERRUPTED OR ERROR-FREE.

12. Limitations of Liability. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. DILIGENT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY DILIGENT FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

13. Confidentiality. A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Diligent. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such disclosees that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and

remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

14. Miscellaneous

- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be governed by Delaware law. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing.
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Diligent is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Diligent will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Diligent, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Diligent (all of which are "Events of Force Majeure").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Diligent with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Diligent, which consent will not be unreasonably withheld or delayed. The terms and conditions of this Agreement may not be amended except in a writing signed by both parties.
- (g) To the extent permitted by law and approved by the Parties, the terms of this Agreement may be extended for use by other similarly situated state and/or governmental entities ("Related Entities") upon execution by Diligent and the Related Entity of an addendum or order document referencing this Agreement and setting forth all terms and conditions for such use. Applicable fees for any such Related Entity will be quoted by Diligent to the Client and/or any Related Entity upon written request, and shall be incorporated into the addendum or order document.



PENNSBURY SCHOOL DISTRICT
 134 Yardley Avenue • Post Office Box 338
 Fallsington, Pennsylvania 19058-0338
 Telephone: (215) 428-4100
 www.pennsburyisd.org

Christopher M. Berdnik, PCSBA
Chief Financial Officer

Board Action or Information Item Request

TO: Board of School Directors

DATE: July 16, 2019

RE: OEM International parts

I support the following request:

Office/Department	Transportation
Item Attached	Document
Description:	Approves the purchase of OEM International parts from Bucks County International, Inc. under COSTARS contract 025-008 and New Jersey cooperative purchasing contract T-42080 on as needed basis, with historical volumes on or about \$60,000 per year.
Cost	As-needed, projected on or about \$60,000
Funds Allocated in Department Budget Account	10-2700, Transportation supplies (object 610)
Budget Transfer Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Anticipated Approval Date	August 15, 2019
Other information:	Bucks County International, Inc.'s proximity to the garage is very helpful in securing OEM parts in an efficient and effective manner. This would be for items not on the parts bid where OEM is either required or the best solution path.

Please contact me with any questions or comments regarding this information.



Bucks County International Inc.

134 Old Oxford Valley Road
Langhorne, PA 19047
Phone 267-397-4000
Fax 215-493-1061

www.buckscountyinternational.com

July 12, 2019

Pennsbury School District
Derek Cesari
134 Yardley Ave
Fallsington, PA 19058-0338

RE: Blanket PO

Bucks County International, Inc. is located in Lower Makefield Township, within 5 miles of the bus garage. We can deliver parts thru out the day as needed. We have been an International Dealer and servicing the Tri-state area for 54 years. We have been doing business with Pennsbury School District for most of those years.

We have a large inventory of parts to serve our customers with quick service for their parts needs with experienced employees.

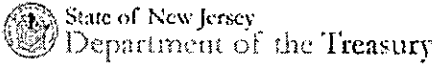
Bucks County International, Inc. is a sole provider for OEM International parts.

We look forward to working with Pennsbury School District for year to come.

Sincerely,

Cynthia A. Diegel
CEO

Contact #	Supplier Name	City	State	Service Area	Product Categories Offered	Manufacturer Offered	Award Date	Expiration Date
025-008	Bucks County International Inc.	Langhorne	PA	Adams; Allegheny; Armstrong; Beaver; Bedford; Berks; Blair; Bradford; Bucks; Butler; Cambria; Cameron; Carbon; Centre; Chester; Clarion; Clearfield; Clinton; Columbia; Crawford; Cumberland; Dauphin; Delaware; Elk; Erie; Fayette; Forest; Franklin; Fulton; Greene; Huntingdon; Indiana; Jefferson; Juniata; Lackawanna; Lancaster; Lawrence; Lebanon; Lehigh; Luzerne; Lycoming; McKean; Mercer; Mifflin; Monroe; Montgomery; Montour; Northampton; Northumberland; Out of State; Perry; Philadelphia; Pike; Potter; Schuylkill; Snyder; Somerset; Sullivan; Susquehanna; Tioga; Union; Venango; Warren; Washington; Wayne; Westmoreland; Wyoming; York	Cab and Chassis	International Truck and Engine Corporation	03/15/2010	03/15/2020



— Division of Purchase and Property

TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2085 17-x- 23842	AUTOMOTIVE PARTS FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	BUCKS COUNTY INTL	42080
T0126 15-x- 23841	OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	BUCKS COUNTY INTL INC	40820
T2108 15-x- 23440	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	BUCKS COUNTY INTL INC	89266

TOP



**PENNSBURY SCHOOL DISTRICT
NEW MONEY SCENARIOS**

ESTIMATED - FOR ILLUSTRATIVE PURPOSES ONLY



**PENNSBURY
SCHOOL DISTRICT**

1

\$17,000,000 Run Rate	
Par Amount	\$34,950,000
Premium	\$7,135,366
Construction Fund Deposit	\$42,085,366
Structure	Wrap

2

\$19,000,000 Run Rate	
Par Amount	\$75,025,000
Premium	\$14,681,032
Construction Fund Deposit	\$89,706,032
Structure	Wrap

3

\$24,000,000 Run Rate	
Par Amount	\$106,635,000
Premium	\$20,185,417
Construction Fund Deposit	\$126,820,417
Structure	Wrap

Fiscal Year Ending	Existing Debt Service	Estimated New Debt Service*	Ending Debt Service	Estimated New Debt Service*	Ending Debt Service	Estimated New Debt Service*	Ending Debt Service
6/30/2020	15,343,288	1,658,434	17,001,721	3,657,781	19,001,069	5,659,572	21,002,860
6/30/2021	15,278,015	1,725,122	17,003,137	3,725,791	19,003,806	5,724,726	21,002,741
6/30/2022	15,450,441	1,714,935	17,165,377	3,670,185	19,120,627	5,555,081	21,005,523
6/30/2023	15,654,418	1,714,841	17,369,259	3,670,091	19,324,509	5,348,738	21,003,156
6/30/2024	15,714,771	1,714,745	17,429,516	3,669,995	19,384,766	5,289,787	21,004,557
6/30/2025	15,732,206	1,714,649	17,446,855	3,669,899	19,402,105	5,271,459	21,003,665
6/30/2026	15,747,141	1,714,550	17,461,691	3,669,800	19,416,941	5,258,300	21,005,441
6/30/2027	13,818,269	3,181,750	17,000,019	5,185,750	19,004,019	7,183,375	21,001,644
6/30/2028	13,824,315	3,179,375	17,003,690	5,180,875	19,005,190	7,179,000	21,003,315
6/30/2029	13,820,529	3,183,000	17,003,529	5,182,000	19,002,529	7,184,000	21,004,529
6/30/2030	13,831,291	3,172,625	17,003,916	5,174,000	19,005,291	7,173,250	21,004,541
6/30/2031	10,191,523	6,809,875	17,001,398	8,813,375	19,004,898	10,813,250	21,004,773
6/30/2032	10,188,649	6,814,375	17,003,024	8,814,875	19,003,524	10,813,625	21,002,274
6/30/2033	8,940,744	8,062,125	17,002,869	10,064,500	19,005,244	12,060,375	21,001,119
6/30/2034	7,959,456	9,045,625	17,005,081	11,044,750	19,004,206	13,045,750	21,005,206
6/30/2035	7,025,850		7,025,850	11,979,875	19,005,725	13,978,875	21,004,725
6/30/2036	4,795,600		4,795,600	14,209,250	19,004,850	16,209,125	21,004,725
6/30/2037	3,394,425		3,394,425	15,605,625	19,000,050	17,609,000	21,003,425
6/30/2038						21,002,250	21,002,250
6/30/2039							
TOTAL	216,710,930	55,406,025	272,116,955	126,988,417	343,699,347	182,859,537	399,070,467

*Assumes estimated interest rates. Actual rates would be determined at time of pricing.



PENNSBURY SCHOOL DISTRICT
 134 Yardley Avenue • Post Office Box 338
 Fallsington, Pennsylvania 19058-0338
 Telephone: (215) 428-4100
 www.pennsburysd.org

Christopher M. Berdnik, PCSBA
 Chief Financial Officer

Board Action or Information Item Request

TO: Board of School Directors

DATE: July 16, 2019

RE: FleetSoft fleet maintenance and inventory management software

I support the following request:

Office/Department	Transportation
Item Attached	Document
Description:	Approves the implementation of FleetSoft fleet maintenance and inventory management software, at a first-year cost of \$7,864.00, with an annual maintenance fee thereafter of \$1,197.00.
Cost	\$7,864.00 1 st year; \$1,197.00 thereafter
Funds Allocated in Department Budget Account	10-2700, Transportation supplies and fees technology related (object 650)
Budget Transfer Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Anticipated Approval Date	August 15, 2019
Other information:	This version includes integration with Zonar (GPS) and Gasboy (fueling). The product is used by Neshaminy and Bristol Township in their operations. Management by spreadsheet is not practical with 131 busses.

Please contact me with any questions or comments regarding this information.



QUOTE

Remit to:
6009 W Parker Road, Suite 149-250, Plano, TX 75093

Number AAAQ2400

Date Jul 16, 2019

t. 469-200-4522 f. 847-741-9740

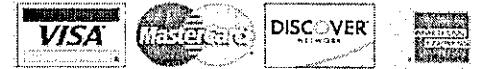
Prepared For

Pennsbury School District
Derek Cesari
134 Yardley Avenue
PO Box 338
Fallsington, PA 19058

Phone 215-428-4166
E-Mail dcesari@pennsburyisd.org

Your Sales Rep

Kurt Claussner
972-587-7123
kurt.claussner@fleetsoft.com



Terms	P.O. Number	Ship Via
-------	-------------	----------

Line	Qty	Description	Unit Price	Ext. Price
1	1	Fleetsoft 11 Professional Plus - 250 Assets Software	\$3,995.00	\$3,995.00
2	2	Fleetsoft 11 Professional Plus - 250 Assets Add'l User License	\$995.00	\$1,990.00
3	1	Annual Maintenance & Support @ 20% / Year Note: Required 1st Year, Optional Thereafter Includes: Toll Free Phone Support Free E-mail Support Free Maintenance Releases Free Updates to Current Software Version Free Major Version Upgrades	\$1,197.00	\$1,197.00
4	1	Bar Code Printer (without USB printer cable)	\$329.00	\$329.00
5	1	Bar Code Printer USB Cable (approx. 10 ft in length)	\$15.00	\$15.00
6	1	Bar Code Scanner (Wired) Kit (includes wired scanner, USB cable and Stand).	\$179.00	\$179.00
7	1	Piggyback Bar Code Labels (1 case, 5700 labels, 12 rolls)	\$159.00	\$159.00

Recurring Amounts:

\$1197.00 Billed Yearly

SubTotal	\$7,864.00
Tax	\$0.00
Shipping	\$0.00
Total	\$7,864.00

Payment Options

Select your preferred payment option / purchase terms*:

- Credit Card Purchase (purchase amount \$7,864.00), [plus \$1,197.00 annually]
- Terms Purchase (purchase amount \$7,864.00), [plus \$1,197.00 annually]

To proceed with this estimate, please sign and fax to 847-741-9740. If you need further assistance, or want to make changes, please call 800-980-2555. Thank you for the opportunity to serve you.

Signature _____ Date _____



Free trial available
at www.fleetsoft.com

Fleet Maintenance & Inventory Management Software

Since 1996, FleetSoft has helped organizations around the world efficiently manage their fleets and substantially reduce operating costs. FleetSoft is a complete fleet management solution. The software is available as a cloud-based subscription or client-server solution. With FleetSoft you gain a scalable solution that can grow with your needs.

Features

Work Orders – Monitor every work order performed and easily access each vehicle's service and parts history.

PM Scheduling – Automatic PM tracking keeps you on top of each vehicle's scheduled maintenance.

Parts Inventory – Know real-time quantities of each part and reports to you what parts need to be re-ordered.

Parts Warranty – Save thousands by being flagged when a part is under warranty while adding it to a work order.

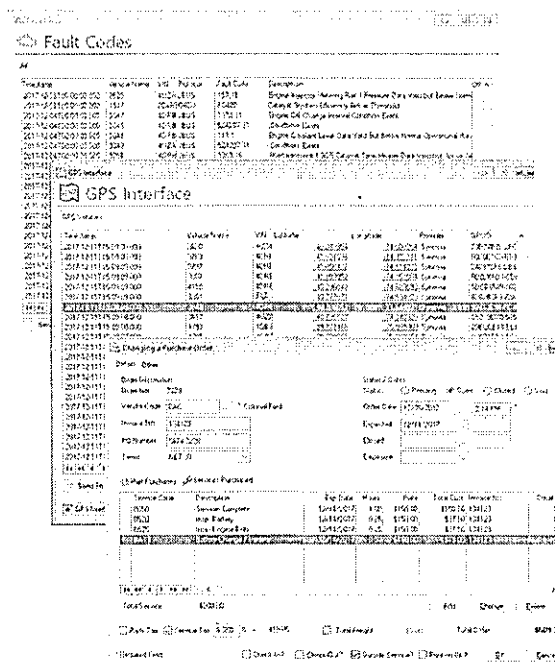
Reported Problems – Log problems reports on each vehicle and automatically inform technicians about it when making a work order.

Other Features – Vehicle Parts and Service History, Fuel Tracking, Fuel System Interface, Licensing and Permits, Driver License Management, Tire Tracking, Daily Logs, Miscellaneous Expense Tracking, Core Tracking, Vehicle Warranty Tracking, Purchase Orders, Parts Cross Reference, Export to Excel, Bar Coding, MS-SQL Server Database, Multi-Sites Support, Customer Invoicing, Employee Timecard.

Add-On Features

GPS Telematics Interface – Seamlessly receive your GPS system's data into FleetSoft to update odometer readings, record mileage logs and even view fault codes. Supported systems include: OnCommand Connection, Zonar, GEOTAB, Synovia Solutions, Forward Thinking, Transics, Keep Truckin', GPS Insight, Nextraq (more coming soon).

QuickBooks® Interface – Convert Fleetsoft customer invoices to QuickBooks invoices.



Money Saving Features

- Warranty Recovery
- Maximize Inventory Investment
- Extend Unit Life
- Save Money by Reducing Fuel and Tire Costs
- Increase Mechanic Productivity
- Boost Unit Uptime
- Centralize Control of Fleet Costs

For more information call 800.980.2555 or 469.200.4522 • Visit our website at www.fleetsoft.com

FleetSoft

Available Packages

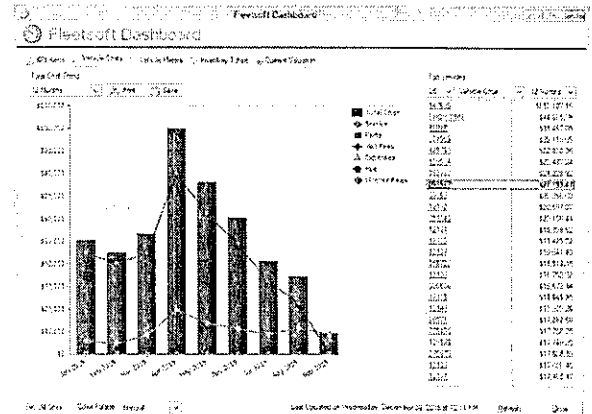
FleetSoft offers four packages structured to meet the demands of any type of fleet maintenance facility.

Standard – A perfect solution for those who do not keep an extensive parts inventory or outsource all maintenance and keep records of the repairs made and operating costs. Work Orders, Preventive Maintenance Scheduling, Vehicle Warranties, Service and Parts history, E-mail reminders and other key features assist in maintaining an efficient operation.

Standard Plus – Includes everything in Standard package plus eight additional modules (Fuel, Fuel Interface, Reported Problems, Licensing & Permits, Enhanced Employee Records, Tires, Driver Logs, and Vehicle Expenses) to help manage your fleet more efficiently.

Professional – An ideal solution if services are performed in-house and a parts inventory is kept on location. If organizing your inventory is vital to your operations, the Professional package is the solution to fit your needs. The Professional package offers all the features included in the Standard with the addition of a complete Parts Inventory Management and Invoicing system.

Professional Plus – Includes everything in Professional package plus eight more additional modules (Fuel, Fuel Interface, Reported Problems, Licensing & Permits, Enhanced Employee Records, Tires, Driver Logs, and Vehicle Expenses) to help manage your fleet more efficiently.



Testimonials

"FleetSoft software is a user friendly program, having a small fleet under 25 vehicles it enables us to keep track of service and parts of these vehicles with ease. One of my concerns when purchasing this new program was how was I going to get the information from the previous program into the new one, without having to spend countless hours typing the data in, the people at FleetSoft made this very easy for our company by exporting everything in the previous program to their program. Work orders now are all done by this program and then printed out saving lots of time hand writing them, keeping up on daily maintenance has been easier since this program tracks it for us. The people at FleetSoft check with us frequently to see how the program is going and if they can help with anything, which makes us feel important and not just a number."

– Helen Miner, North Warren Central School District, Chestertown, NY. FleetSoft customer since 1998.

"FleetSoft strives to help its customers meet the high demands of today's fleet operations by providing fleet managers the most comprehensive Fleet Maintenance Solution to meet the demands of their fleet. Fleetsoft has been very responsive to our business needs. They have worked very closely with us to identify solutions and structure them in an easy way for our maintenance."

– Ron Halley, VP of Fleet - Student Transportation of America, 13,500+ vehicles

For more information call 800.980.2555 or 469.200.4522 • Visit our website at www.fleetsoft.com



For more information
visit fleetsoft.com

Fleetsoft GPS/Telematics Interface

Options

Odometer and Hour Meters

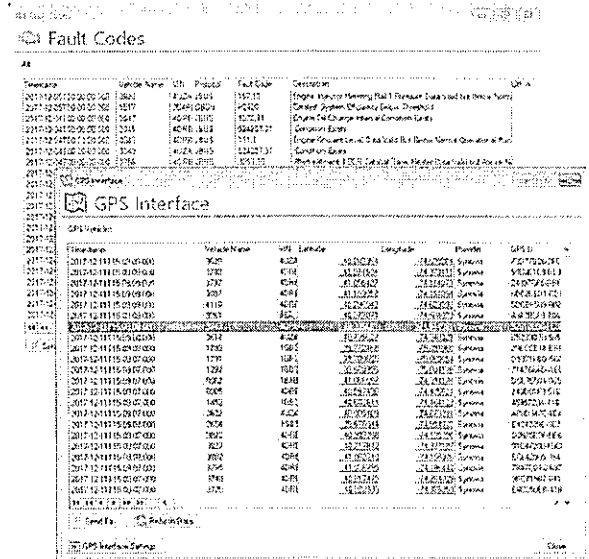
Vehicle odometers will update automatically from data brought in from current GPS/telematics provider. This will then flag PMs automatically and warn the mechanics that a work order needs to be done. Fleetsoft brings in the GPS coordinates of location of the vehicle and displays it on a map.

Telematics Data

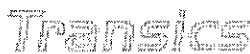
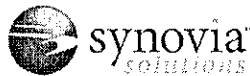
Filtered fault codes will be sent to Fleetsoft and the mechanic will be shown the current Fault Codes alerts from the vehicle from within Fleetsoft.

DVIR Data

Failed inspection data will be sent to Fleetsoft as a Reported Problem and will warn the Mechanics to fix the problem. Once it is fixed, it is removed from the current problem list.



Current Systems Supported *(more coming soon)*



No more
manual entry of
odometer
readings!

For more information call 800.980.2555 or 469.200.4522 • Visit our website at www.fleetsoft.com



PENNSBURY SCHOOL DISTRICT

134 Yardley Avenue • Post Office Box 338

Fallsington, Pennsylvania 19058-0338

Telephone: (215) 428-4100

www.pennsburysd.org

*Christopher M. Berdnik, PCSBA
Chief Financial Officer*

Board Action or Information Item Request

TO: Board of School Directors

DATE: August 7, 2019

RE: Henise Tire Service

I support the following request:

Office/Department	Transportation
Item Attached	Document
Description:	Approve the purchase of new tires and re-capped tires from Henise Tire Service under the Bucks County IU #22 Cooperative Group, per Bid #19-003 on as needed basis, with the projected cost to be \$60,000.
Cost	As-needed, projected on or about \$60,000
Funds Allocated in Department Budget Account	10-2700, Transportation supplies (object 610)
Budget Transfer Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Anticipated Approval Date	August 15, 2019
Other information:	

Please contact me with any questions or comments regarding this information.

REQUESTED 07/19/19
REQUIRED

APPROVAL GROUP 750
OPERATIONS-TRANSPORTATION 750

BUYER

SHIP TO 1
PENNSBURY ADMINISTRATION BUILD
134 YARDLEY AVE
P.O. BOX 338
FALLSINGTON, PA 19058-0338
ATTN: DEREK CESARI/BUS GARAGE
BLANKET(EM)

VENDOR 121369
HENISE TIRE SERVICE
3161 STATE ROAD, UNIT I-1
BENSALEM PA 19020
FREIGHT

PER BUCKS CTY IU #22 COOPERATIVE
PURCHASING GROUP RE-CAPPED TIRES
BID #19-003 EFF: 5/1/19 - 4/30/20

EMAIL ATTN OF: PETER RALL
PRALL@HENISETIRE.COM

THIS BLANKET ORDER IS ISSUED TO
COVER SUCH PORTION OF THE BUYER'S
REQUIREMENTS FOR THE PRODUCTS OR
SERVICES IN ACCORDANCE WITH THE
ATTACHED TERMS & CONDITIONS

PRODUCT TYPE FOR PURCHASE:
RE-CAPPED TIRES
EFFECTIVE: 7/1/19 - 6/30/20

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01	BLANKET PURCHASE ORDER		1.00	NTE	30,000.0000	30,000.00
	AUTHORIZED PSD PERSONNEL FOR					0.00
	PROCUREMENT FROM THIS ORDER					0.00
	DEREK CESARI					
					TOTAL PRICE	30,000.00
	BUDGET UNIT	ACCOUNT	PROJECT	ACCOUNT	CHARGE AMOUNT	
	1027007500110090	610			30,000.00	
					REQUISITION TOTAL	30,000.00

REQUESTED 07/19/19
 REQUIRED

APPROVAL GROUP 750
 OPERATIONS-TRANSPORTATION 750

BUYER

SHIP TO 1
 PENNSBURY ADMINISTRATION BUILD
 134 YARDLEY AVE
 P.O. BOX 338
 FALLSINGTON, PA 19058-0338
 ATTN: DEREK CESARI/BUS GARAGE
 BLANKET (EM)

VENDOR 121369
 HENISE TIRE SERVICE
 3161 STATE ROAD, UNIT I-1
 BENSLEM PA 19020
 FREIGHT

PER BUCKS CTY IU #22 COOPERATIVE
 PURCHASING GROUP NEW TIRES
 BID #19-003 EFF: 5/1/19 - 4/30/20

EMAIL ATTN OF: PETER RALL
 PRALL@HENISETIRE.COM

THIS BLANKET ORDER IS ISSUED TO
 COVER SUCH PORTION OF THE BUYER'S
 REQUIREMENTS FOR THE PRODUCTS OR
 SERVICES IN ACCORDANCE WITH THE
 ATTACHED TERMS & CONDITIONS

PRODUCT TYPE FOR PURCHASE:
 NEW TIRES
 EFFECTIVE: 7/1/19 - 6/30/20

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01	BLANKET PURCHASE ORDER		1.00	NTE	30,000.0000	30,000.00
	AUTHORIZED PSD PERSONNEL FOR PROCUREMENT FROM THIS ORDER					0.00
	DEREK CESARI					0.00
					TOTAL PRICE	30,000.00
	BUDGET UNIT	ACCOUNT	PROJECT	ACCOUNT	CHARGE AMOUNT	
	1027007500130090	610			30,000.00	

REQUISITION TOTAL 30,000.00

PAGE TOTAL 30,000.00



Christopher M. Berdnik, PCSBA
Chief Financial Officer

PENNSBURY SCHOOL DISTRICT
134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

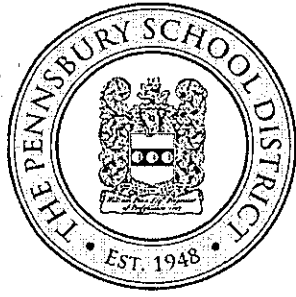
DATE: August 1, 2019

RE: 2020-21 budget and capital plan calendar

I support the following request:

Office/Department	Business Office
Item Attached	Document
Description:	Adopts the 2020-21 budget and capital plan calendar as presented.
Cost	N/A
Funds Allocated in Department Budget Account	N/A
Budget Transfer Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cabinet Discussion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Anticipated Approval Date	August 15, 2019
Other information:	

Please contact me with any questions or comments regarding this information.



**PENNSBURY SCHOOL DISTRICT
FALLSINGTON, PA 19058-0338**

July 31, 2019

2020-2021 BUDGET AND CAPITAL PLAN CALENDAR

July and August	Purchasing Agent reviews prior year spend to identify potential candidates for competitive requests for proposals or local bids.
August 8, 2019	Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
September and October	Director of Facilities completes detailed walkthroughs of every physical plant to identify and/or update potential capital needs.
September 1, 2019	Department of Education deadline to publish in Pennsylvania Bulletin 2020-2021 permitted tax increase base index.
September 12, 2019	Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
September 19, 2019	Administrative Budget Committee Meeting (TBA, 10:00 a.m.).
September 30, 2019	Begin distribution of budget information to budget managers through the scheduled training sessions. Department of Education deadline to notify school districts of applicable base index or adjusted index; and of PDE version of timeline for budget process.
As Needed	Training for budget input on Finance System.
October 10, 2019	Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
October 11, 2019	Training for Coordinators for budget input. Last day to submit technology requests to Information Technology. Last day to submit new position requests to Human Resources.
October 25, 2019	Last day for budget managers to complete edits and return General Fund and Capital Plan Instructional/Administrative Budget to Financial Services. Last day to submit facilities Capital Plan requests.
November and December	Business Administrator meets with individual administrators with budgetary authority.

November 14, 2019	Administrative Budget Committee Meeting (TBA, 10:00 a.m.). Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
November 15, 2019	Submission of salary projections from Human Resources to Financial Services. Submission of select multiyear plans for curriculum, capital projects, technology, and transportation to Business Administrator.
December and January	Purchasing agent meets with administrators with budgetary authority to develop a procurement strategy for competitive goods and services, including scopes of work and specifications, if applicable.
December 10, 2019	Department of Education deadline to notify school districts of school year AFR data to be used when calculating referendum exception under Section 333(f)(2)(v) (special education).
December 12, 2019	Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
December 19, 2019	Board considers/adopts Act 1 resolution. The resolution must be submitted to PDE within 5 days of adoption. (110 days prior to election – 1/9/20).
December 24, 2019	Deadline to submit a copy of the Act 1 resolution to PDE, if approved.
December 31, 2019	Last day to mail notices regarding Homestead and Farmstead applications to applicable residential property owners.
January 6, 2020	Last day to advertise intent to adopt Preliminary Budget (10 days before adoption).
January 9, 2020	Last day to post Preliminary Budget Proposal, if Act 1 resolution is not adopted on December 19, 2019. Administrative Budget Committee Meeting (TBA, 10:00 a.m.).
January 14, 2020	School district deadline to submit to PDE copy of opt out resolution and related proposed tax rate increase. To be filed online in Consolidated Financial System (CFRS), if applicable.
January 16, 2020	Board considers adoption of Preliminary Budget at Regular Meeting (90 days prior to election – 1/29/20), if applicable. Board considers authorizing the advertising of the intent to seek exceptions from PDE and the submission of exceptions, if applicable.
January 19, 2020	School district deadline to publish notice of intent to adopt 2020-2021 Preliminary Budget, if applicable.

January 24, 2020	Department of Education deadline to notify school districts that adopted opt out resolution whether the proposed tax rates are equal to or less than index.
February 3, 2020	Last day to submit Preliminary Budget to PA Dept. of Educ. (PDE) (85 days prior to election – 2/3/20), if applicable.
February 6, 2020	School district deadline to publish and post on district website notice of intent to apply to PDE for referendum exceptions, if applicable.
February 13, 2020	Last day to submit referendum exceptions to PDE (75 days prior to election – 2/13/20), if applicable. Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
February 28, 2020	Last day to submit back end referendum question, if proposed tax increase exceeds basic index and exceptions (60 days prior to election – 2/28/20), if applicable.
March to May	Purchasing Agent advertises, receives, and analyzes for Board consideration requests for proposals and local bids.
March 1, 2020	Homeowner deadline to file homestead application (and, if applicable, farmstead application) with county assessment office.
March 4, 2020	Deadline for PDE to rule on exceptions (55 days prior to election-3/4/20), if applicable.
March 9, 2020	School district deadline, if PDE denies all or a part of referendum exception request, to submit to county election officials primary election referendum question, if applicable.
March 12, 2020	Administrative Budget Committee meeting (TBA, 10:00 a.m.). Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
April 3, 2020	Refined draft of select multiyear plans for curriculum, capital projects, technology, and transportation to Business Administrator.
April 15, 2020	Secretary of Budget certifies total amount of slot money revenue in Property Tax Relief Fund and Property Tax Relief Reserve Fund and total amount available for distribution (annual deadline).
April 16, 2020	Administrative Budget Committee meeting (TBA, 10:00 a.m.). Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
April 20, 2020	Secretary of Budget notifies PDE whether it is authorized to provide school districts with slot money allocations (annual deadline).

- April 28, 2020 Primary Election. If school district budget requires tax rate increase in excess of index and approved exceptions, county election officials place referendum question on the ballot pursuant to school district request. In addition, county election officials, in conjunction with school board, draft non-legal interpretative statement to accompany referendum question.
- May and June Known purchases for the 2020-21 fiscal year at or above the bid threshold are submitted for Board approval. Additional, annual and/or perfunctory resolutions are presented for consideration to align operations to the anticipated appropriate levels.
- May 1, 2020 Department of Education notifies school districts of slot money allocation amount. This amount is used in calculating the homestead exclusion amount for tax bills.
- County assessment office provides each school district a certified report of homestead and farmstead properties per 53 Pa.C.S.A. § 8584(i).
- May 14, 2020 Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
- May 21, 2020 Budget Update Presentation at Board Meeting.
- Adopt Proposed Budget at Action Board Meeting (30 days before adoption – 5/21/19).
- Approval of Capital Plan and approval of summer facilities projects at Board meeting.
- May 29, 2020 Last day to post 2020-2021 Proposed Final Budget on PDE 2028 (20 days before adoption).
- June 8, 2020 Last day to advertise intent to adopt 2019-2020 Final Budget (10 days before adoption).
- June 11, 2020 Board Finance/Partnership Committee Meeting (SCR, 6:00 p.m.).
- June 18, 2020 Final Budget adopted at Board Meeting.
- July 1, 2020 Implementation of 2019-2020 General Fund Budget.

The Business Office is directed to make such minor adjustments as are necessary throughout the cycle to the budget calendar as are necessary to effectuate compliance with State law or local policy, or to improve the efficiency and effectiveness of service delivery to the district's stakeholders.



Christopher M. Berdnik, PCSBA
Chief Financial Officer

PENNSBURY SCHOOL DISTRICT
134 Yardley Avenue • Post Office Box 338
Fallsington, Pennsylvania 19058-0338
Telephone: (215) 428-4100
www.pennsburysd.org

Board Action or Information Item Request

TO: Board of School Directors

DATE: August 1, 2019

RE: PSBA policy services

I support the following request:

Office/Department	Technology
Item Attached	Quote and contract
Description:	Approves execution of a professional services contract with the Pennsylvania School Boards Association for policy development services at one-time cost of \$7,900. All such policies would move through the District's existing Policy Committee process.
Cost	\$7,900
Funds Allocated in Department Budget Account	Board Services, Professional Services
Budget Transfer Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cabinet Discussion	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Solicitor Review for Contract/Agreement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Anticipated Approval Date	August 15, 2019
Other information:	Our current PSBA membership level includes the Policy News Network, which offers updates, but this service would assist the District in filling any existing gaps and adopting a uniform template, complete with legal references, that will dovetail very nicely with BoardDocs.

Please contact me with any questions or comments regarding this information.



FOR USE ONLY BY GOVERNANCE SERVICES

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services ("CONTRACT") sets forth YOUR and OUR respective responsibilities and obligations with regard to the PROFESSIONAL SERVICES to be provided by US to YOU. When "YOU" and "YOUR" are used in this CONTRACT, it means the SCHOOL ENTITY that is identified below. When "WE", "US", "PSBA" and "OUR" are used in this CONTRACT, it means the PENNSYLVANIA SCHOOL BOARDS ASSOCIATION, whose address is 400 Bent Creek Blvd., Mechanicsburg, PA 17050.

<p><u>Full Legal Name of School Entity:</u></p> <p>Pennsbury School District</p>	<p><u>Term of CONTRACT:</u></p> <p>Procedure and timing of performance is as stated in this contract, including "Appendix A" which was provided to you and forms a part of this contract</p>
<p><u>School Entity's Physical Address:</u></p> <p>P.O. Box 338 Fallsington, PA 19058</p>	<p><u>PROFESSIONAL SERVICES to be Provided by PSBA and dates for PROFESSIONAL SERVICES to be provided:</u></p> <p>As stated in this contract, including "Appendix A" which was provided to you and forms a part of this contract.</p>
<p><u>School Entity's Mailing Address:</u></p> <p>SAME AS ABOVE</p>	

TERMS AND CONDITIONS

1. CONTRACT. This CONTRACT consists of the foregoing information, these TERMS AND CONDITIONS and Appendix A. These documents include all items necessary to describe the services and work to be provided by PSBA. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by PSBA shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there is any alleged or real conflict between any term(s) contained in these TERMS AND CONDITIONS and any term(s) contained in the Appendix, these TERMS AND CONDITIONS shall control.

2. PRICE. As stated in Appendix "A."

3. PROCEDURE AND TIMING OF PERFORMANCE. As stated in Appendix "A."

4. OWNERSHIP RIGHTS. PSBA Policy Guides are copyrighted policy templates written and designed by PSBA. PSBA shall retain ownership rights over PSBA Policy Guides and any associated documentation prepared by PSBA, to include style, design, formatting or numbering developed by PSBA Policy Services even if distributed to you for consideration and modification. PSBA Policy Guides and individualized policies furnished to YOU by PSBA for review and modification in the performance of this contract and intermediary revisions and modifications during the review period constitute YOUR "DRAFT POLICY OR POLICIES." Pursuant to this CONTRACT YOU are permitted to copy or distribute YOUR DRAFT POLICIES internally, to your legal counsel, or for use by YOUR committees assigned to review DRAFT POLICIES for the sole purpose of engaging in discussion, review and modification of the DRAFT POLICIES for YOUR use and consideration. At such time as any of YOUR DRAFT POLICIES have been revised and are ready for initial recommendation for adoption by YOUR governing body, YOU shall have them formatted by PSBA prior to presenting them for consideration by the governing body. Formatting by PSBA includes review from a policy perspective of any revisions, including insertions and deletions YOU have made, and necessary adjustments to spacing, font size/style, numbering and citations. Once formatting prior to recommended adoption is completed, YOU may, at any time, recommend one or more DRAFT POLICIES to YOUR governing body which shall be designated as YOUR "RECOMMENDED DRAFT POLICY or POLICIES." Upon adoption by your governing body, a policy shall be designated as YOUR FINAL ADOPTED POLICY. From the time a policy is designated as a RECOMMENDED DRAFT POLICY through its final adoption, you shall provide intermediary revisions to PSBA for further formatting and provide the finally adopted policy to PSBA with the addition of the adoption date. YOUR RECOMMENDED DRAFT POLICIES AND FINAL ADOPTED POLICIES belong to YOU and are not subject to PSBA copyright or ownership. Permitted uses by YOU of PSBA's Policy Guides shall not include the sale, release, or transfer of PSBA Policy Guides for any proprietary purposes. Individuals or entities that have not contracted with PSBA Policy Services are prohibited from possessing, copying, publishing, transmitting or transferring any PSBA Policy Guide without the express written permission of PSBA. Provided YOU maintain your membership in PSBA's separate Policy Maintenance Program, YOU are permitted to use PSBA's style, design, formatting or numbering when developing new policies or revising current policies. The right to use PSBA's style, design, formatting or numbering terminates upon termination of membership in PSBA's Policy Maintenance Program.

5. COMMERCIAL INFORMATION. Except as set forth in paragraph 4, the materials and services provided by the PSBA represent commercial information that is privileged and confidential. The disclosure of the materials, oral presentations, policy reviews, or analysis expressed would cause substantial harm to the competitive position of PSBA. The materials may only be used consistent with the terms in paragraph 4. The material shall not be forwarded, reproduced, disseminated or transmitted in any form or by any means to any person or entity except as provided for in paragraph 4, without the express written consent of the PSBA.

6. NOTICE OF RIGHT-TO-KNOW-LAW REQUESTS. All PSBA policy development and review services, including any material offered as part of PSBA's policy development or review service, may be subject to exemption from a Right-to-Know Law as original copyrighted material, as privileged material or pursuant to exemptions such as 65 P.S. § 67.708(b)(9) and 65 P.S. §67.708(10). In addition, some material provided to YOU may represent confidential

proprietary information or trade secrets as defined by 65 P.S. §67.102. Before providing records which have not yet reached the status of RECOMMENDED DRAFT POLICIES OR FINAL ADOPTED POLICIES, YOU shall provide PSBA with such reasonable notice as is possible so as to allow PSBA the opportunity to object to or limit disclosure. PSBA does not claim an interest in intervening in public records requests related to RECOMMENDED DRAFT POLICIES OR FINAL ADOPTED POLICIES.

7. TERMINATION PROVISIONS. PSBA and YOU each have the right to terminate this CONTRACT at any time and with or without cause, effective upon written notice to the other party. PSBA shall be paid for SERVICES satisfactorily completed prior to the effective date of the termination.

8. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than obligations of payment) if such delay or failure arises from any cause(s) beyond the reasonable control of such party, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof.

9. CHOICE OF LAW. This CONTRACT shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts.

10. INTEGRATION. The terms set forth in this CONTRACT constitute the entire agreement between the parties. No modifications, alterations, changes, or waiver to such terms shall be valid or binding unless accomplished by a written amendment signed by properly authorized representatives of both parties.

11. LIMITATION OF LIABILITY. PSBA's liability arising out of this agreement will be limited to refund of payments made up to the full price as stated in Appendix "A". In no event will PSBA be liable for any special, consequential, incidental or indirect damages (including without limitation loss of profit) whether or not PSBA has been advised of the possibility of such loss, however caused and on any theory of liability arising out of this CONTRACT. This exclusion applies to any liability that may arise out of third-party claims against YOU.

12. SURVIVAL OF DESIGNATED PROVISIONS BEYOND TERMINATION OF CONTRACT. Notwithstanding anything herein to the contrary, the following provisions of this CONTRACT shall survive termination of this CONTRACT:

- a. The Ownership Rights provisions in paragraph 4;
- b. The permitted uses of PSBA's copyrighted design and materials set forth in paragraph 4;
- c. The notice provisions of paragraph 6.

13. AUTHORITY. All persons signing this CONTRACT on behalf of PSBA and YOU hereby personally covenant and warrant that they are authorized to enter into this CONTRACT by the governing board of PSBA and YOUR governing body.

14. CONTEXT. Reference in this CONTRACT to the singular shall be meant to include reference to the plural and vice versa. Reference in this CONTRACT to the masculine gender shall be meant to include the female and neuter and vice versa.

15. HEADINGS. The headings of any Section or Paragraph hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

16. SEVERABILITY. All agreements and covenants herein contained are severable. In the event that any provision of this CONTRACT should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court construing this CONTRACT is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

Pennsbury School District

Pennsylvania School Boards Association

By: _____

By:

Title: Board President

Title: Chief Operating Officer

Date: _____

Date:

By: _____

Title: Board Secretary

Date: _____



July 9, 2019

Mr. Christopher Berdnik
Business Administrator
Pennsbury School District
P.O. Box 338
Fallsington, PA 19058

Dear Mr. Berdnik:

Thank you for your inquiry regarding PSBA's Policy Services. As you are aware, policy continues to become increasingly important to school entities. Maintenance of a current and compliant policy manual is essential for effective school governance. Policy provides continuity for the school and direction for decisions by the Board. It functions as a communication tool for the Board and administration when dealing with the public, students and staff. Updated policy reinforces that the district is operating in compliance with state and federal laws and regulations and provides a legal basis for actions by the Board.

In the past, school entities have received favorable court decisions based on the existence and proper implementation of current, legal policy. In these instances, policy proved to be an inexpensive form of legal insurance for the school system. However, a Board policy must be current and in compliance with relevant state and federal laws and regulations to be upheld in court.

In the last 40 years PSBA has provided professional policy services to more than 570 school entities in Pennsylvania. PSBA's policy guides are thoroughly researched and based on legal considerations, governance issues, and educational impact.

The Policy News Network (PNN) is the keystone of our Policy Maintenance Program. PSBA policy guides and additional information and resources are disseminated to school entities through the Policy News Network (PNN). PSBA policy guides are updated continuously and monitored for quality, effectiveness, and compliance. Designated individuals will receive e-mail notifications each time a new issue of our policy newsletter, the PNN is available. As new federal and state legislation is enacted, regulations are finalized and court and arbitration decisions change interpretation of laws, policies will require updating or enactment. PSBA will notify the school entity of new requirements through the PNN that will include correlated policy guide language, or a new policy, to ensure that adopted policies meet the requirements of law.

I am pleased to provide the following information for participation in PSBA's Policy Services:

Policy Development Service

The comprehensive review is based on pertinent federal and state laws and regulations, court and arbitration decisions and educational and liability issues, in conjunction with an analysis of the current adopted Policy Manual; student and employee handbooks; employee collective bargaining agreements; and budget documents. The Policy Development Service includes:

1. A comprehensive review of all Board minutes for the past three years.
2. A complete review of all pertinent handbooks and collective bargaining agreements used in the district, along with an analysis of existing adopted policies.
3. Access to PSBA's web-based policy system which includes links to legal citations within policies, expansive search capabilities and a streamlined policy processing and posting process.
4. The writing, processing and electronic transmission of customized first draft policies to be submitted for Board consideration.
5. A work session with the Board, administration and a PSBA staff member to discuss suggested revisions and formulate a final draft of the Policy Manual, if needed.
6. All processing and electronic transmission of intermediary changes to prepare for Board consideration and final adoption.
7. Access to the Policy News Network (PNN) through the web-based policy system. Designated individuals will receive e-mail notifications each time a new issue of our policy newsletter, the PNN is available. As new federal and state legislation is enacted, regulations are finalized and court and arbitration decisions change interpretation of laws, policies will require updating or enactment. PSBA will notify the school entity of new requirements through the PNN newsletter that will attach revised model policy language, or new policy, to assist the school district in meeting the requirements of law.

Upon adoption of the policy manual, the district will be placed in our Policy Maintenance Program. Participation in PSBA's Maintenance Program includes reviewing and processing all new policy adoptions and revisions received from your district.

During the policy drafting process, the PSBA policy guides are used as a foundation for the manual because the PSBA guides have gone through internal quality control and compliance checks and include updated policies which may be currently missing from your policy manual. Local language that is compliant with law, nonprocedural and is still part of district operations will be inserted in the PSBA policy guides.

PSBA will provide a cross-reference document which explains its policy analysis, specifying why local language from existing district policy was not included, why new language was added and which policies are completely new to the district. The resulting draft policies are PSBA recommendations to you and should be reviewed and modified locally to meet your needs. As proposed revisions are made, PSBA will review them and provide feedback if it has concerns, e.g. if there is a concern you may have deleted language mandated by applicable law or regulation. As local revisions are made, PSBA will process and format them for your further use in the review and adoption process. Paragraph 4 of the contract between PSBA and you further describes the stages of the review and formatting process.

The policies will be drafted and returned to the district one section at a time. The first section to be drafted is normally the 000 Joint Operating Committee Procedures section; however, we can draft the policy manual in any order the district prefers. For instance, if you are in need of the 200 Pupils section first, please notify us and we will begin the development process with the 200 Pupils section. If the district prefers to have the larger policy sections divided into two or three parts to facilitate the review process, we would be happy to do that as well.

The cost for the Policy Development Service is \$7,900, payable as follows:

- a. \$2,633 upon return of executed copy of the contract,
- b. \$2,633 pursuant to an invoice upon PSBA's completion of the drafting process for all sections of the policy manual;
- c. \$2,634 pursuant to an invoice in the next fiscal year after receipt of all PSBA drafted sections of the policy manual.

Policy Services Contract

Attached is a Contract for Professional Services. This proposal letter is referred to in the contract as Appendix A. If the policy service is approved, please review the contract including Appendix A, contact us with any questions, acquire the proper signatures and return the signed contract and Appendix A to me.

Within ten (10) business days of receipt of the executed contract and first payment, PSBA shall provide you with a confirmation which will include a checklist and questionnaire for your completion. This will instruct you on the materials you must gather to prepare for the on-site research visit by PSBA. The confirmation will also provide you with an approximate date for the policy research visit. This date will be determined based on PSBA workload and the district's availability. During the on-site visit the district will receive the first set of draft policies and training on how to access and edit policies in the web-based policy system. Thereafter, as revisions are made, PSBA will format the policies and provide feedback when concerns or questions arise, collaborating throughout the process and providing additional draft sections in the order and broken down as requested by you

If you need any additional information or clarification on our policy services, please do not hesitate to contact me. I can be reached at our toll-free number (800) 932-0588 or 717-506-2450, extension 3357 or by e-mail at davelyn.smeltzer@psba.org.

Sincerely,

A handwritten signature in cursive script that reads "Davelyn S. Smeltzer".

Davelyn S. Smeltzer
Senior Director of Governance Services

