

# **EXECUTIVE SESSION**

There will be an  
Executive Session  
of the School Board  
after the regular board  
meeting on Monday,  
May 24, 2021



**May 24, 2021**

7:00 P.M.  
H.S. Auditorium

**Mr. Nathan Miller**  
President  
Region I

**Mr. Nicholas Fiorini**  
Vice President  
Region III

**Mrs. Cathy Bachman**  
Treasurer  
Region III

**Mrs. Airneezer Bingham**  
Region I

**Mrs. Sue Bowman**  
Region I

**Mrs. Diane Cramer**  
Region II

**Mr. Todd Engel**  
Region III

**Mr. Steve Rupert**  
Region II

**Mr. Steve Shope**  
Region II

**Miss Madalynn Garner**  
Student Representative

**Dr. Mark Stamm**  
Superintendent

**Mrs. Jamie Mowrey**  
Board Secretary

**Mr. Fred Holland**  
Solicitor

## **Agenda**

### **Regular Board Meeting**

#### ***Opening***

Call to Order

Silent Meditation & Pledge of Allegiance

Roll Call

Preliminary Comments on Agenda Items

#### ***Action Items***

##### **Approval of Bills**

- General Fund – \$943,212.70
- Food Service – \$13,667.36
- Capital Reserve - \$14,830.00

##### **Approval of Minutes**

##### **Board Committee Reports**

#### ***Superintendent's Report & Recommendations***

1. Approval of Proposed Final Budget for 2021-2022
2. Employment
3. School Crossing Guards
4. Administrative Compensation Plan
5. Promethean Interactive Panels
6. Agreement with Levin Legal Group
7. District Copy Machines
8. Appoint Board Secretary
9. Approval of Food Service Management Company

#### ***General Information***

Old Business

New Business

Courtesy to the Floor

Final Remarks by Board Members

Adjournment

**SUPERINTENDENT'S REPORT AND RECOMMENDATIONS**  
**May 24, 2021**

**1. Approval of Proposed Final Budget for 2021-2022 – Attachment #1**

It is recommended the school board approve the 2021-2022 proposed final budget. Budgeted revenues are \$20,396,114 and budgeted expenditures are \$20,353,938. The taxes to support the budget numbers are as follows:

- Real Estate 17.48 mills
- Earned Income 1.1%
- Real Estate Transfer Tax 0.5%

This is a .7 mill tax increase budget. Tax rates are not final and are subject to change. The proposed final budget is subject to change prior to the adoption of the final budget in June 2021.

**2. Employment**

**High School English Positions**

It is recommended the school board approve hiring Brooke Rowles for the high school English position beginning with the 2021/2022 school year at a salary of \$62,281 based on step M-8 of the South Williamsport Area Education Association (SWAEA) Agreement.

It is recommended the school board approve hiring Kyle Essick for the high school English position beginning with the 2021/2022 school year at a salary of \$49,072 based on step M-1 of the SWAEA Agreement.

**High School Social Studies Position**

It is recommended the school board approve hiring Eric Gerber for the high school Social Studies position beginning with the 2021/2022 school year at a salary of \$66,055 based on step M-10 of the SWAEA Agreement.

**School Counselor Position**

It is recommended the school board approve hiring Alyson Stoner for the 200-day School Counselor position at the High School beginning with the 2021/2022 school year at a salary of \$53,926 based on step M-1 of the SWAEA Agreement.

**Employment Transfer**

It is recommended the school board approve the voluntary transfer of Mrs. Cheryl Loudenslager from Special Education K-2 to Elementary Second Grade. Mrs. Loudenslager's request will fill the position created to support academic learning loss as a result of the pandemic. Her experience as a learning support teacher, reading specialist, and familiarity with the K-2 curriculum make her an ideal fit for this position.

**3. School Crossing Guards**

The Borough of South Williamsport is requesting the school board consider hiring and overseeing the school crossing guards pursuant to Title 8 PCS 1124 (b). With the District creating its own police officer, this transfer of responsibility seems logical, per Borough Manager Steve Cappelli.

**4. Administrative Compensation Plan – Attachment #2**

It is recommended the school board approve the proposed Act 93 Compensation Plan as submitted by board committee. Notable changes to this plan include its alignment with other regional Act 93 agreements effecting new administrators, decoupling of this agreement to other collective bargaining agreements, clarification in health care coverage language, and the addition of a standardized evaluation form. This is a five (5) year plan effective July 1, 2021 through June 30, 2026.

**5. Promethean Interactive Panels – Attachment #3**

It is recommended the school board approve the purchase of 90 Interactive Panels to be installed in each of the classrooms and learning spaces at the High School, Rommelt, and Central Elementary. Total cost of the project will be \$303,000.00 for the panels, mounting brackets, and miscellaneous cables. The Director of Innovative Learning and Information Systems, will discuss this at the pleasure of the board.

**6. Agreement with Levin Legal Group – Attachment #4**

It is recommended the school board approve the agreement with Levin Legal Group to provide services on labor and employment matters. As attorney's who specialize in labor law, the firm will provide legal advice, written opinions, and other services for the district that may arise between the district and its employees or their associations. Fees are only incurred for services provided as attached. The Superintendent will discuss this at the pleasure of the board.

**7. District Copy Machines – Attachment #5**

It is recommended the school board approve the Copier and Maintenance Service Agreement to Golden Business Machines with Canon copiers.

**8. Appoint Board Secretary**

Board Policy stipulates that school board secretaries must be appointed in May every four years. It is recommended the school board appoint Jamie Mowrey as board secretary for a four-year term.

**9. Approval of Food Service Management Company**

It is recommended the school board approve an agreement with Nutrition, Inc. to oversee the District's food service program for the 2021-2022 school year with a guaranteed loss of no more than \$12,926.95. With waivers from USDA, the cafeteria will operate under the Seamless Summer Option (SSO) for the entire school year. This means that all students qualify for free breakfast and free lunch.

**BOARD INFORMATION**  
**May 24, 2021**

**BOARD MEETING DATES**

May 24 – School Board Meeting - 7:00 p.m.  
June 07 – School Board Meeting - 7:00 p.m.  
June 21 – School Board Meeting - 7:00 p.m.  
July 12 – School Board Meeting – 7:00 p.m.

**BOARD COMMITTEE DATES**

July 12 – Vision and Leadership Committee Meeting - 6:00 p.m.  
August 09 – Operations Committee Meeting - 6:00 p.m.  
September 13 – Vision and Leadership Committee Meeting - 6:00 p.m.  
October 04 – Operations Committee Meeting - 6:00 p.m.

# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - General Fund Payment Dates: 04/29/2021 - 05/19/2021

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards  
Sort: Payment Number

Payment #	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000019314	BLAST INTERMEDIATE UNIT 17	Wombat Email Security	Website-Mountie Academy	5,054.07
0000019315	GBM	Repairs & Maintenance		611.29
0000019316	DEBORAH R GLASER EdD LLC	GENERAL SUPPLIES		950.00
0000019317	ROBERT HOUSEKNECHT	AD Meetings		114.36
0000019318	IMMACULATA UNIVERSITY	Tuition-K Bollinger		2,145.00
0000019319	JAMF Software LLC	iPad Management Licenses		3,033.00
0000019320	JESSICA KALEDAS	Reimbursement-Zoom Conference		79.00
0000019321	KEYSTONE ADVERTISING SPECIALTIES	GENERAL SUPPLIES		5,280.00
0000019322	KURTZ BROTHERS	GENERAL SUPPLIES		53.20
0000019323	SELENA LOISELLE	Virtual Field Trip Supplies		36.00
0000019324	PASBO	Conference		75.00
0000019325	P.S.B.A.	Unemployment Comp		728.60
0000019326	PAFPC	TRAVEL		125.00
0000019327	PANORAMA EDUCATION INC	Support Services		23,875.00
0000019328	PPL ELECTRIC UTILITIES	Electricity		11,863.52
0000019329	PAYROLL FUND	PA UC Fee		117.05
0000019330	QBS	Title II Staff Development		1,875.00
0000019331	LAURA SCHRECKENGAST	Contracted Services		643.75
0000019332	SPHERO Inc.	Sphero Robots Exchange		3,918.40
0000019333	VERIZON	Telephone Service		180.96
0000019334	WM CORPORATE SERVICES INC	Disposal Service		2,925.00
0000019335	XEROX CORP	Repairs & Maintenance		256.36
0000019336	MICHAEL MCDERMOTT JR	Credit Recovery		108.00

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Sort: Payment Number

Payment #	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000019337	CHRIS WENRICK	Credit Recovery		180.00
0000019338	AGORA CYBER CHARTER SCHOOL	CHARTER SCHOOL		943.76
0000019339	AMERICAN TIME	GENERAL SUPPLIES		335.34
0000019340	BARR'S HARDWARE	GENERAL SUPPLIES		346.67
0000019341	CENTRAL ELEM. ACCOUNT	Reimbursement-PBIS		848.00
0000019342	CUMBERLAND ANALYTICAL ASSOC	GENERAL SUPPLIES		550.00
0000019343	DAVE'S PRO AUTO SERVICE	Repairs & Maintenance		191.83
0000019344	W A DEHART INC	GENERAL SUPPLIES		244.50
0000019345	GBM	Repairs & Maintenance		19.22
0000019346	GRAINGER	GENERAL SUPPLIES		40.80
0000019347	GRAND RENTAL STATION	Porta-Pot at Softball Field	Porta-Pot at Baseball Field	196.00
0000019348	GUILFORD PRESS	GENERAL SUPPLIES		67.50
0000019349	HURWITZ BATTERIES	GENERAL SUPPLIES		539.61
0000019350	LJC JANITORIAL DISTRIBUTORS	GENERAL SUPPLIES		1,668.00
0000019351	LOWSA	Sewer Service		1,775.00
0000019352	MICHELE LOOMIS	Reimbursement-PSSA Materials		182.30
0000019353	LOWE'S COMPANIES INC	GENERAL SUPPLIES		203.51
0000019354	PETTY CASH	GENERAL SUPPLIES		166.33
0000019355	NITTANY ENERGY	Repairs & Maintenance		85.00
0000019356	PAYROLL FUND	GROSS 5-7-21	ER RETIRE 5-7-21	446,251.28
0000019357	REACH CYBER CHARTER SCHOOL	CHARTER SCHOOL		4,718.81
0000019358	SANICO INC	General Supplies		2,378.14
0000019359	SCHAEDLER YESCO DISTRIBUTION	GENERAL SUPPLIES		71.01

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Payment #	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000019360	SHI International Corp	Demo - Interactive Panel		2,425.88
0000019361	ROBERT M. SIDES INC.	Repairs & Maintenance		123.00
0000019362	UGI UTILITIES INC.	Gas		24.06
0000019363	UNITED RENTALS (NORTH AMERICA) INC	Repairs & Maintenance		516.20
0000019364	DWIGHT WOODLEY	Reimbursement-Travel		18.87
0000019365	WILLIAMSPORT ROTARY	Rotarian Luncheon		60.00
0000019366	ATHLETIC ACCOUNT IMPREST FUND	GAME OFFICIALS		2,504.00
0000019367	BARR'S HARDWARE	GENERAL SUPPLIES		183.07
0000019368	CAFETERIA FUND	South Tickets		99.00
0000019369	COMMONWEALTH CHARTER ACADEMY	CHARTER SCHOOL		27,928.40
0000019370	EDMENTUM	License Fees		31,425.00
0000019371	J C EHRlich	REPAIRS & MAINT		175.00
0000019372	ETTINGERS LANDSCAPEING	GENERAL SUPPLIES		107.73
0000019373	DEBORAH R GLASER EdD LLC	GENERAL SUPPLIES		121.50
0000019374	HILSHER GRAPHICS	IPad Envelopes	Band/Chorus Tickets	970.54
0000019375	Hobart Service	Repairs & Maintenance		1,070.82
0000019376	TAMBRA ISENBERG	Reimbursement-Tuition		4,350.00
0000019377	JusticeWorks YouthCare Inc.	PURCHASE TECH SERVICE		9,317.13
0000019378	KEYSTONE ADVERTISING SPECIALTIES	GENERAL SUPPLIES		82.68
0000019379	LISA LAIDACKER	Contracted Services		175.00
0000019380	LOWE'S COMPANIES INC	GENERAL SUPPLIES		250.83
0000019381	MCCLURE COMPANY	Repairs & Maintenance		9,046.75



# FUND ACCOUNTING PAYMENT SUMMARY

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Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards  
Sort: Payment Number

Payment #	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000019382	JENNA MCWILLIAMS	Reimbursement-Classroom Supplies		83.89
0000019383	MEIER SUPPLY CO INC	GENERAL SUPPLIES		2,346.16
0000019384	MURPHY BUTTERFIELD & HOLLAND P.C.	Professional Services		405.00
0000019385	MYHOUSE SPORTS GEAR	GENERAL SUPPLIES		1,313.50
0000019386	N2Y	Subscription		1,563.84
0000019387	NITTANY OIL	Diesel	Gasoline	5,071.44
0000019388	NORTH CENTRAL SIGHT SERVICES	Disposal Service		80.00
0000019389	PASA	Professional Development		259.00
0000019390	PA DISTANCE LEARNING CHARTER SCHOOL	CHARTER SCHOOL		1,722.92
0000019391	PA CYBER CHARTER SCHOOL	CHARTER SCHOOL		9,214.46
0000019392	RICOH USA INC	Repairs & Maintenance		816.14
0000019393	SANICO INC	GENERAL SUPPLIES		1,184.46
0000019394	SCHOOL SPECIALTY LLC	GENERAL SUPPLIES		2,205.28
0000019395	SCHAEGLER YESCO DISTRIBUTION	GENERAL SUPPLIES		292.52
0000019396	ROBERT M. SIDES INC.	GENERAL SUPPLIES		25.00
0000019397	STEVE SHANNON TIRE & AUTO CENTERS	Repairs & Maintenance		49.95
0000019398	SUN GAZETTE CO	Advertising		1,436.77
0000019399	SUSQUEHANNA TRANSIT CO	Bussing	CONTRACTED CARRIERS	38,568.75
0000019400	UGI ENERGY SERVICES	NATURAL GAS		2,654.76
0000019401	UGI UTILITIES INC.	Gas		4,367.05
0000019402	VERIZON WIRELESS	Wireless		211.82
0000019403	XEROX CORP	Repairs & Maintenance		881.24

# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - General Fund    Payment Dates: 04/29/2021 - 05/19/2021

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards  
Sort: Payment Number

Payment #	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000019404	ZEE MEDICAL SERVICE CO	GENERAL SUPPLIES		195.50
* 0000E21143	LYCOMING COUNTY INSURANCE CONSORTIUM	May 21 Health Insurance Premiums		169,583.10
* 0000E21144	WOODLANDS BANK	Wire Transfer Fee		25.00
* 0000E21145	WOODLANDS BANK	Direct Deposit Fee		10.00
* 0000E21146	WOODLANDS BANK	Direct Deposit Fee		10.00
* 0000E21148	CAFETERIA FUND	Mar 21 NSLP Claims Subsidy		81,609.52
10 - GENERAL FUND				943,212.70
Grand Total All Funds				943,212.70
Grand Total Credit Cards				0.00
Grand Total Direct Deposits				0.00
Grand Total Manual Checks				0.00
Grand Total Other Disbursement Non-negotiables				251,237.62
Grand Total Procurement Card Other Disbursement Non-negotiables				0.00
Grand Total Regular Checks				691,975.08
Grand Total All Payments				943,212.70

# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CF - CAFETERIA FUND    Payment Dates: 04/29/2021 - 05/19/2021

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards  
Sort: Payment Number

Payment #	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000006182	PAYROLL FUND	GROSS 5-7-21	ER RETIRE 5-7-21	13,667.36
		50 - FOOD SERVICE FUND		13,667.36
		Grand Total All Funds		13,667.36
		Grand Total Credit Cards		0.00
		Grand Total Direct Deposits		0.00
		Grand Total Manual Checks		0.00
		Grand Total Other Disbursement Non-negotiables		0.00
		Grand Total Procurement Card Other Disbursement Non-negotiables		0.00
		Grand Total Regular Checks		13,667.36
		Grand Total All Payments		13,667.36

TO: BOARD OF SCHOOL DIRECTORS

FROM: JAMIE MOWREY, BUSINESS MANAGER

DATE: May 24, 2021

RE: CAPITAL RESERVE FUND BILLS

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**BOROUGH OF SOUTH WILLIAMSPORT**

Purchase of 2015 Ford Explorer	\$13,000.00
Purchase of Rifle/Pistol/Sight Safe	\$ 1,250.00
Purchase of Paraclete Trauma Plate	\$ 130.00
Fee to Remove In-Car Camera System	\$ 450.00

<b>Total Capital Reserve Bills</b>	<b>\$14,830.00</b>
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May 3, 2021

The regular meeting of the South Williamsport Area School Board was called to order at 7:00 PM in the auditorium of the High School by the President, Nathan Miller.

The meeting opened with a Moment of Silence and Pledge to the Flag.

Board Members Present: Bachman, Bingham, Cramer, Engel, Fiorini, Miller, and Rupert.

Others Present: Mark Stamm – Superintendent, Fred Holland & Tom Burkhart – Solicitor, and Jamie Mowrey – Business Manager.

Visitors: Michele Loomis, Dwight Woodley, Kristin Bastian, Mike Samar, Brenda Trimble, Mindy Rodarmel, Tandra Isenberg, Ann Neely, Tara McGlensey, Melanje Rojas, Steve Shope, Carlos Rojas, Scott Hill, Bill Reifsnyder, Pam Reifsnyder, Richard Knecht, Jesse Smith, and Pat Crossley – Williamsport SunGazette.

#### **EXECUTIVE SESSION**

An executive session was held from 7:01 – 7:11 regarding personnel matters.

#### **SUPERINTENDENT EVALUATION**

A motion to approve the superintendent's evaluation as conducted by the School Board was moved by Fiorini, seconded by Bachman. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert – abstain, motion carried.

#### **APPROVE TREASURER'S REPORT**

A motion to approve the Treasurer's Report for March 2021 was moved by Rupert, seconded by Cramer. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

#### **APPROVE GENERAL FUND BILLS**

A motion to approve the payment of bills from the General Fund in the amount of \$1,216,961.58 as funds become available was moved by Bachman, seconded by Fiorini. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

#### **APPROVE CAFETERIA FUND BILLS**

A motion to approve the payment of bills from the Cafeteria Fund in the amount of \$22,291.85 as funds become available was moved by Miller, seconded by Rupert. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

#### **APPROVE MINUTES**

A motion to approve the minutes of April 12, 2021, as written was moved by Bingham, seconded by Bachman. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

#### **SUPERINTENDENT RECOMMENDATIONS**

##### **SCHOOL POLICE OFFICER EQUIPMENT PURCHASE**

A motion to purchase a 2015 Ford Explorer Police Utility Interceptor, vehicle equipment, firearms with safe, and trauma plate for vest from the Borough of South Williamsport at a cost of \$15,380 using capital reserve funds was moved by Bingham, seconded by Bachman. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

### **EMPLOYMENT - RESIGNATIONS**

A motion to approve the resignation of Robert Houseknecht from his position of school accountant on July 22, 2021 and as Athletic Director on June 18, 2021 was moved by Bachman, seconded by Bingham. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

### **EMPLOYMENT – ACCOUNTANT**

A motion to approve Billee Robbins as school accountant beginning on May 17, 2021 at a starting salary of \$45,000 was moved by Miller, seconded by Rupert. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

### **EMPLOYMENT – STAFFING CHANGES**

A motion to utilize Federal ESSER funds to add an additional second grade teacher, an additional elementary instructional intervention teacher, and replace the administrative position of Director of Student Services, combined with the position of Rommelt Elementary principal was moved by Miller, seconded by Bachman. A motion to rescind the motion was moved by Miller, seconded by Bachman.

A motion to utilize Federal ESSER funds to add an additional second grade teacher and an additional elementary instructional intervention teacher was moved by Rupert, seconded by Bingham. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

A motion to utilize Federal ESSER funds to replace the administrative position of Director of Student Services, combined with the position of Rommelt Elementary principal was moved by Fiorini, seconded by Rupert. Roll call: Bachman-yes, Bingham-yes, Cramer-no, Engel-no, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

### **EMPLOYMENT – EMPLOYEE TRANSFER**

A motion to approve the request transfer of Scott Hill from Assistant K-12 Principal to Assistant High School Principal and Athletic Director effective July 1, 2021 was moved by Fiorini, seconded by Rupert. Roll call: Bachman-yes, Bingham-yes, Cramer-no, Engel-no, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

### **APPROVE POLICIES – SECOND READING**

A motion to approve the second reading of Policy No. 805.1 Relations with Law Enforcement Agencies and Policy No. 805.2 School Security Personnel was moved by Bingham, seconded by Cramer. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

### **2021 GRADUATION LIST**

A motion to approve the list of graduate candidates for the Class of 2021 was moved by Bachman, seconded by Fiorini. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

### **BOARD MEETING DATE CHANGE**

A motion to move the August 2, 2021 board meeting and operations committee meeting to August 9, 2021 was moved by Miller, seconded by Rupert. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

### **ELECT TREASURER**

Per Board Policy #005, the school directors shall annually, during the month of May, elect a Treasurer who shall serve for one year beginning on the first day of July after such election.

Mr. Fiorini nominated Mrs. Cathy Bachman for Board Treasurer. Mrs. Cramer seconded. There being no other nominations, nominations were closed. All members present voted yes to elect Mrs. Bachman as Treasurer.

### **VACANT REGION II POSITION**

A motion to approve Stephen Shope as school director for Region II was moved by Bachman, seconded by Engel. Roll call: Bachman-yes, Bingham-yes, Cramer-yes, Engel-yes, Fiorini-yes, Miller-yes, and Rupert-yes, motion carried.

### **BUDGET DISCUSSION WORK SESSION**

Jamie Mowrey, Business Manager, answered board member questions about the proposed 2021/22 budget as presented at the April 12, 2021 meeting.

There will be an executive session following the board meeting for legal and personnel matters, no action to follow.

A motion to adjourn the meeting was made by Fiorini, seconded by Bingham. All members present voting yes, the meeting was adjourned at 8:25 PM.

Attest

Jamie Mowrey  
Board Secretary

May 19, 2021

A special meeting of the South Williamsport Area School Board was called to order at 7:00 PM in the auditorium of the High School by Superintendent, Dr. Mark Stamm.

The meeting opened with a Moment of Silence and Pledge to the Flag.

Board Members Present: Bowman, Cramer, Engel, Rupert and Shope.

Others Present: Mark Stamm – Superintendent and Jamie Mowrey – Business Manager.

**BUDGET DISCUSSION WORK SESSION**

Jamie Mowrey, Business Manager, answered board member questions about the proposed 2021/22 budget as presented at the April 12, 2021 meeting. Mrs. Mowrey also discussed changes made to the budget which will be presented to the board as the proposed final budget for approval at the May 24, 2021 meeting.

The meeting was adjourned at 9:07 PM.

Attest

Jamie Mowrey  
Board Secretary



2021/22 Proposed Final Budget  
Presented May 2021

Attachment 1

		2021/22 Proposed Final Budget	2021/22 Proposed Final Federal COVID Funds Budget	Total 2021/22 Proposed Final Budget
Local Revenue	6111 Real Estate Taxes	5,828,982	-	5,828,982
	6113 Public Utility Realty Taxes	7,500	-	7,500
	6114 Payments in Lieu of Current Taxes	22,095	-	22,095
	6151 Earned Income Taxes	2,128,420	-	2,128,420
	6153 Real Estate Transfer Taxes	125,000	-	125,000
	6400 Delinquent Real Estate Taxes	350,000	-	350,000
	6500 Earnings on Investments	15,000	-	15,000
	6700 Athletic Event Admissions	33,900	-	33,900
	6830 IDEA Funding (from BLAST IU)	193,164	-	193,164
	6910 Facility Rental Fees	3,000	-	3,000
	6920 Private Donations (SWASDF)	10,000	-	10,000
	6944 Receipts from other LEAs	10,000	-	10,000
	6990 Miscellaneous Revenue	1,000	-	1,000
	6992 Energy Incentive Rebate	3,000	-	3,000
State Revenue	7110 Basic Instructional Subsidy	6,154,310	-	6,154,310
	7270 Special Education Subsidy	873,486	-	873,486
	7310 Transportation	182,168	-	182,168
	7330 Health Services	20,000	-	20,000
	7340 Property Tax Reduction Allocation	561,789	-	561,789
	7505 Ready to Learn Block Grant	228,011	-	228,011
	7800 State Share of FICA	390,613	-	390,613
	7820 State Share of PSERS	1,781,538	67,977	1,849,515
Federal	8514 Title I	-	495	495
	8514 Title I	343,898	-	343,898
	8515 Title II	47,357	-	47,357
	8517 Title IV	26,118	-	26,118
	8741 ESSER I	-	7,500	7,500
	8742 GEER COVID Grant	-	1,100	1,100
	8743 ESSER II	-	506,624	506,624
	8744 ESSER III	-	452,919	452,919
	8749 COVID-19 Grant	-	19,150	19,150
Total Revenue		19,340,349	1,055,765	20,396,114

Expenses	100 Salaries	8,510,006	324,264	8,834,270
	200 Employee Benefits	6,017,397	210,793	6,228,190
	300 Purchased Prof & Tech Services	829,494	88,900	918,394
	400 Purchased Property Services	318,735	-	318,735
	500 Other Purchased Services	1,657,307	19,150	1,676,457
	600 Supplies	793,335	2,416	795,751
	700 Property	30,415	410,242	440,657
	800 Other Objects	157,310	-	157,310
	900 Debt Service Payment	746,096	-	746,096
	900 Transfer to Capital Reserve	238,078	-	238,078
	Total Expense	19,298,173	1,055,765	20,353,938

Increase or (Decrease) in Fund Balance	42,176	-	42,176
Budgeted Beginning Fund Balance	1,554,144		1,554,144
Budgeted Ending Fund Balance	<u>1,596,320</u>		<u>1,596,320</u>

One Month of Operating Expense 1,608,181

GFOA recommends 2 months' worth of operating expenditures in Fund Balance.

# South Williamsport Area School District

## Administrative Compensation Plan

Except as otherwise specified, this plan shall take effect **July 1, 2021** and shall remain in full force and effect until **June 30, 2026**.

### Article I. SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he/she may have under the Public School Code of 1949, as amended. The rights granted to Act 93 members hereunder shall be determined to be in addition to those provided in the Code.

### Article II. SALARY

Salary increases will be determined by annual performance evaluations conducted or approved by the superintendent. Evaluations will be determined using the **Act 93 Evaluation Form (Attachment 1)** or a state required evaluation instrument. Percentage increases are set by the overall rating assigned.

- 1) **Rating:** Distinguished / Exceeds Expectations: 3%, Satisfactory / Meets Expectations 2%, Needs Improvement / Unsatisfactory / Does Not Meet Expectations: 0%.

**Commented [MS1]:** Added as official part of the document

**Commented [MS2]:** Adjusted percentages / 3 groups

### Article III. CONDITIONS OF EMPLOYMENT

- 1) **Professional dues:** The board agrees to pay for dues for professional organizations as approved by the Superintendent.
- 2) **Reimbursement for Pre-approved Travel:** Shall be paid at the current district rate upon receipt of an itemized statement.
- 3) **Life Insurance:** The School District will assume the cost of term life insurance policy as follows: Policy equal to two times the annual salary not to exceed \$200,000.
- 4) **Health Insurance:** The School District will assume payment of CDHP-1 for employees covered by the Act 93 Plan and family as described below (a).
  - a) For purposes of health insurance coverage, family coverage may be provided to the employee's spouse and the employee's children or step-children. Family coverage is not available for other individuals, even if they are part of the employee's household. Therefore, family coverage is not available to domestic partners or minors living in the household that are not the children or stepchildren of the employee.
  - b) For health insurance plan participants, the district will contribute to an employee Health Savings Account: \$1300 (single) / \$2600 (all other tiers) for each year of this agreement.
  - c) Benefit changes made by the insurance consortium to conform to regulatory guidelines, to address the availability of new procedures, and to implement carrier-wide plan design changes as determined by the Lycoming County Insurance Consortium may be made.

**Commented [MS3]:** Language added to clarify who is considered "family" for the purposes of health insurance coverage.

- d) Employee may opt-out of the health care plan and receive a \$3500 stipend. Reenrollment is available if needed.
- 5) **Income Protection:** The School District will assume the cost of an income protection plan that will give each Act 93 member two-thirds of his/her monthly salary not to exceed \$3000.00 a month as per schedule set forth in the district's Income Protection Plan. Benefits to begin at the end of 60 days after disability begins or upon cessation of sick leave if the sick leave is exhausted more than 60 days after the beginning of the disability.
- 6) **Dental Insurance:** The School District will assume full payment of family dental insurance as provided in Attachment 2.
- 7) **Length of Work Year:** All Act 93 members will work the 240 days as outlined in the Administrative Calendar created annually by the superintendent with the following exceptions:
- Director of Building and Grounds – 260 Days
  - Director of Special Education – 200 Days
  - School Police Officer – 200 Days
- 8) **Vacation Days:**
- For Act 93 members employed prior to July 1, 2021
    - Act 93 members who work 240 or 260 days will have vacation days as follows: 1-4 years 20 days and 5 or more years 25 days.
    - Act 93 members who work 200 Days will receive 10 days of vacation.
    - Act 93 members may request compensation for unused vacation days at a per diem rate for up to 10 vacation days per fiscal year. Request must be made by June 1st.
  - For Act 93 employees whose start date is after June 30, 2021:
    - For the purpose of calculating service years for vacation time, only time as an Act 93 member in the South Williamsport Area School District applies.
    - Act 93 members who work 240 or 260 days will receive vacation days as follows: 1-4 years (10 days), 5-11 years (15 days), 12 years or more (20 days).
    - Act 93 members who work 200 Days will receive 10 days of vacation.
    - Act 93 members may request compensation for unused vacation days at a per diem rate for up to 10 vacation days per fiscal year. Request must be made by June 1st.
- 9) **Sick Leave:** Act 93 members will be granted twelve sick days per year. Any unused sick leave will accrue from year to year.
- 10) **Aid to Education:** Any Act 93 member will be reimbursed at the Penn State tuition rate for any course in which a grade is earned that carries credit towards the Master's Degree or higher in a Master's Degree Program or higher approved by the superintendent.
- The District agrees to stipulate to direct payment of coursework and payable in advance if requested.
  - The Act 93 member will not be reimbursed for the required textbooks for any approved course. Fees, computer charges, etc. are the responsibility of the Act 93 member.

**Commented [MS4]:** No coverage change but removed language linking this to the teachers agreement. This was done to make the Act 93 a stand-alone agreement.

**Commented [MS5]:** Changed BG work days to reflect what is currently done and the needs of position

**Commented [MS6]:** New vacation day allocation and clarified service time is for Act 93 membership exclusively



- c) Prior to taking any course the Act 93 member shall complete the District pre-approval form. Failure to do so will result in no reimbursement for the course.
- d) This regulation shall apply to Act 93 members on sabbatical leave.
- e) This regulation shall apply to Act 93 members from the time of election by the Board.
- f) Employees who have received tuition benefits under this agreement must remain with the district five (5) years from the completion date of their last course(s). Should the employee leave the district to accept a position elsewhere prior to the anniversary date the employee is required to repay the District all tuition costs incurred during the previous five (5) years from the member's last day of employment in the district. For retirees, this clause converts to one (1) year.

**Commented [MS7]:** Increased hold time to 5 years / 1 year if retiring

#### Article IV. RETIREMENT BENEFITS

- 1) **Eligibility:** In order to be eligible for the retirement benefits the member must meet all of the following requirements:
  - a) Not have taken a sabbatical leave except for medical reasons in the previous fiscal year, unless given a waiver by the District.
  - b) Submit his/her retirement notification to the Board at least 60 calendar days prior to the effective date of the retirement.
  - c) Retire not only from the South Williamsport Area School District but also from the public schools in the Commonwealth of Pennsylvania.
  - d) Is not subject to Permanent Disability Retirement.
  - e) Must have at least 15 years of service in the South Williamsport Area School District and at least 25 years of service in public education or a similar field relating to the Act 93 position for which the employee is hired. Similar field service time will be determined by the superintendent and placed in the employee's personnel file at the time of hire.
- 2) **Retirement Benefit (Health Insurance):** The South Williamsport Area School District will provide health insurance under the plan CDHP-1 for the retiree. The retiree will contribute an amount equal to the dollars per month available from the Public School Employees Retirement System as part of the PSERS Health Benefits Package.
  - a) This benefit shall be discontinued when the retiree becomes eligible under another employer provided or government provided health insurance plan.
  - b) This benefit may not extend more than 10 years after retirement.
- 3) **Retirement Benefit (Bonus):** For Act 93 members employed prior to July 1, 2021 a retirement bonus will be paid in the following amounts: \$5,000 for members with 15 – 19 years of service in the District; \$7,500 for members with 20-24 years of service in the District; and \$10,000 for members with 25 or more years of service in the District.
  - a) For Act 93 employees whose start date is after June 30, 2021, no retirement bonus is provided.
- 4) **Retirement Benefit (Sick Days):** For Act 93 members employed prior to July 1, 2021, upon retirement, administrators will receive \$50 for each unused sick days up to a maximum of 150 days.
  - a) For Act 93 employees whose start date is after June 30, 2021, a maximum of 100 days.

**Commented [MS8]:** Opportunity for relevant service time to count outside of public education (i.e. technology / police)

**Commented [MS9]:** Eliminated for new employees / Aligns with other Act 93 agreements

**Commented [MS10]:** Reduced for new employees / aligns with other Act 93 agreements

5) **Retirement Benefit (Vacation Days):** For Act 93 members employed prior to July 1, 2021, upon retirement, administrators will receive payment at a per diem rate for each unused vacation day up to a maximum of 50 days.

a) For Act 93 employees whose start date is after June 30, 2021, a maximum of 30 days.

6) **Retirement Benefit (Life Insurance):** District will continue to provide life insurance after retirement in the amount equal to the salary earned in the last year of employment at full value until age 65, at half value from age 65 to age 70, and one quarter value from age 70 to 75.

**Commented [MS11]:** Reduced for new employees / aligns with other Act 93 agreements

**Commented [MS12]:** Language change from number of coverage years to age trigger threshold changes.

**Commented [MS13]:** Removed language linking this agreement to SWAEA agreement. This was done to make the Act 93 a stand-alone agreement.

## Article V. MISCELLANEOUS PROVISIONS:

### 1) Temporary Leaves of Absence:

- a) **Jury Duty:** When an Act 93 Member is called for jury duty, the School District will pay the member the difference between salary earned in court and the regular salary due him/her as an employee.
- b) **Personal Leave:** Each Act 93 member shall be credited with three paid personal leave days per year. Any member who has unused personal leave days at the end of the school year will have those unused days converted to sick leave days credited to the member.
- c) **Emergency Days:** One emergency Day of Leave with pay shall be granted in each year of the plan to each Act 93 member. The Superintendent must approve a day of Emergency Leave and an Emergency Day of Leave does not accumulate from year to year.
  - i) Emergency shall be defined as a sudden, unforeseen situation requiring immediate action by an Act 93 member to avoid harm to the health or safety of the member or the member's immediate family or property (a happening that could not have been planned).
  - ii) The request for an Emergency Day of Leave, even though approval is given must be in writing stating the nature and reason for the request. This must be in the Superintendent's Office as soon as possible after the fact.
- d) **Notification of Accumulated Sick Leave:** Act 93 members will be notified as to the number of sick days accumulated by the first day of the school unless there are extenuating circumstances to prevent this from occurring.
- e) **The Collection, Maintenance and Dissemination of Records:** Any material involving an Act 93 member that originates within the District and which is placed in the members personnel file shall be available upon reasonable prior written request at the Administrative Office for inspection by the member involved.
- f) **Non-Discrimination:** The Board of School Directors of the South Williamsport Area School District is presently adhering to and will continue to adhere to the federal and state statutes regarding this point.
- g) **Travel Allowances:** Act 93 members shall be paid travel allowances for authorized travel at the current school district rate.
  - i) Travel within the district shall be computed starting with the school of the first assignment in the morning and ending at the school of the last assignment of the day. Itemized statements of travel claims must be submitted for reimbursement.
  - ii) Travel outside the district, but within Lycoming County may be included on the above statement. All other travel must be pre-approved on forms provided by the district and shall be reimbursed when the proper claim is made.



- h) Conferences: Conference requests must be submitted on district provided forms and adhere to established guidelines for approval and reimbursement, and will be approved or disapproved by the superintendent.
  - i) Seniority: It is the intention of the District that Act 93 members will continue to accrue seniority during their service as Administrators in the same way that other employees accrue seniority.
  - j) Adverse Employment Actions: No Act 93 member shall be reduced in rank or compensation suspended or dismissed except as permitted by the provisions of the Pennsylvania Public School Code.
- 2) **Parental Leave:** Act 93 members shall be provided with leave related to childbearing and child rearing, which shall be considered parental leave under the following provisions:
- a) Child-bearing leave: Child Bearing leave shall be deemed a medical disability and any portion of that leave taken by a female employee may be charged to her accumulated sick leave.
  - b) Child-rearing leave: A child rearing leave shall be granted to:
    - i) Female members at the conclusion of a childbearing leave.
    - ii) Members who are parents of newborn infants or who become parents of an adopted child of preschool age immediately following the infant's birth of adoption.
  - c) Guidelines for leave: The employee shall submit a written request for child-rearing leave to the Board no later than 60 days prior to commencement of such leave unless medical complications necessitate an earlier date. In the case of adoption the written request shall be as soon as possible.
  - d) If both parents are employees of the district, only one shall be entitled to child-rearing leave.
  - e) Parental leave shall not exceed a maximum of one year.
  - f) Child-rearing leave shall be without pay.
  - g) Pregnancy related disabilities will be treated in the same manner as other temporary disabilities. Therefore, a member is entitled to use accumulated sick leave for the period of time she is disabled because of pregnancy, childbirth or abortion. A statement from a physician shall affirm disability.
  - h) The member shall upon making a request for parental leave indicate the anticipated date of return from leave. Once the date has been approved it can be changed only by mutual consent of the member and the Board. Following the birth of the child the member shall reaffirm her intentions of returning as scheduled.
  - i) On returning to service from parental leave the member shall be returned to the same position occupied prior to the leave unless the previous position does not exist. In the event the previous position has been abolished the member will be returned to a position for which properly certified. Upon returning from leave the member will be placed at the same salary as prior to the granting of the leave.
  - j) The School District shall continue the payment of healthcare benefits for the member while on childbearing leave up to 30 days after the birth of the child. At this time the member shall have the option to pay the premiums at the group rate.
  - k) In the case of incomplete pregnancy or death of the child an application for return to duty may be considered at an earlier date than those specified above. Upon recommendation of the member's physician the Board shall allow return.

- 3) **Residency:** There shall be no attempt on the part of the School District to unilaterally impose a residency requirement on members of Act 93 during the term of this plan.
- 4) **Request for Transfer:** Request for a member to change administrative assignment or return to a teaching assignment shall be made in writing. One copy shall be filed with the Superintendent. The application shall state the reasons for the change, the school, grade or position sought and the member's qualifications for this position. Such reasons must be submitted prior to April 1 of any given year.
- 5) **Severability:** If any provision of this plan or any application of this Plan to any member or group of members is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in force and effect.

Adopted by the Board of Directors of the South Williamsport Area School District on **May 24, 2021.**

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Mr. Nathan Miller, President of the Board

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Mrs. Jamie Mowrey, Secretary of the Board



## Act 93 Employee Evaluation Form

This evaluation form is to be used for any Act 93 member not covered by a separate state required evaluation process.

### Article I. Directions

The form is divided into two sections that are intended to provide a holistic review of the administrator's performance and as an opportunity for growth. Goal Statements are created by the administrators at the beginning of the evaluation period. The Performance Categories reflect the essential elements critical to the success of the South Williamsport Area School District. Ratings in each category should use the Performance Considerations as a guide to evaluate the administrator's demonstrated skill and ability in that area and any suggestions for development.

Act 93 administrators will complete a self-review using this form and guide the discussion with the supervisor.

### Article II. Goal Statements

Each administrator will identify 2-3 measurable goals for their annual evaluation. Goals will be reviewed and approved by the supervisor and attached to this form. Goals will be presented by the administrator to their supervisor for approval by August 31. Evaluations of goal attainment and other indicators will be completed annually by May 15.

### Article III. Performance Considerations

In completing this evaluation, supervisors will consider the following areas:

- For each goal established in August, whether or not it has been completed. If not completed, comment on the progress to date
- Major accomplishments during the evaluation period that were beyond the established goals
- Progress in their work since the previous evaluation
- Improvements that need to be made in the next twelve months
- Help/resources you intend to provide to assist with improvement
- Plans for professional development directly related to the current position
- Needed job description changes since the last evaluation. Specify the changes and submit a revised job description request to the superintendent. Discuss changes with employees during the evaluation
- Preliminary thoughts on the goals for the next twelve months
- Other specific concerns you have and wish to discuss during the evaluation



## PERSONNEL PERFORMANCE APPRAISAL

Employee Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Evaluation Period: July 1, 20 through June 30, 20

### Article IV. Performance Categories

#### JOB KNOWLEDGE

Demonstrates the appropriate specialized knowledge required to perform the job; effectively performs duties and responsibilities; keeps current with new developments in area of responsibility.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

#### JUDGEMENT AND PROBLEM SOLVING

Anticipates and identifies problems, gathers facts, evaluates alternatives, recommends actions, follows-up to provide resolution.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

#### SELF-MANAGEMENT

Effectively uses time and meets deadlines, punctual and reliable, works effectively with directives given, takes initiative and provides acceptable volumes of work.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

#### TEAMWORK

Shares information and resources, gives timely responses to requests made by others, establishes and maintains effective working relationships.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

#### EXCELLENCE

Consistently produces quality work aligned with the District's strategic priorities, work is completed thoroughly and accurately with attention to detail.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

#### INNOVATION

Discovers and implements new and improved methods and procedures for greater efficiency and service to the students, staff, and families.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

#### COMMUNITY RELATIONS

Effectively represents the mission and core values of the District to students, colleagues, and in interactions with partner agencies and the community at-large.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

#### COMMUNICATION

Effectively conveys ideas, information, or instructions. Listens effectively and participates in meetings and committee assignments.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

#### SUPERVISION

Effectively delegates and coordinates the work of others and fully carries out responsibilities of the department. Provides training, development and evaluation of assigned staff. Provides effective leadership to staff.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

## Article V. Performance Goals

Effectively managed attainment of goals as indicated by the achievement of identified performance measures. Where goals were not achieved, there is a clear pattern of actions that demonstrate a commitment to achieve goals despite challenges encountered.

**Goal 1:** Exceeds Expectations \_\_\_\_\_ Meets Expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

**Goal 2:** Exceeds Expectations \_\_\_\_\_ Meets Expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

**Goal 3:** Exceeds Expectations \_\_\_\_\_ Meets Expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

## Article VI. Overall Evaluation

Considering all dimensions and factors, indicate the overall evaluation that best describes this employee's performance during the past 12 months.

Exceeds expectations \_\_\_\_\_ Meets expectations \_\_\_\_\_ Does not meet expectations \_\_\_\_\_

Comments/Suggestions/Goals:

## Article VII. Documentation

Signature of Evaluator: \_\_\_\_\_

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

Signature of Employee: \_\_\_\_\_

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

Signature of Superintendent: \_\_\_\_\_

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

\*Signature indicates that the evaluation has been discussed but does not necessarily signify concurrence. A response to this evaluation may be made on a separate sheet and attached. It will be filed with your evaluation.

## Attachment 2

### Dental Insurance

Prepared for  
SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT

#### Dental Services

	Paid by Delta	Paid by Patient
DIAGNOSTIC	100%	0%
PREVENTIVE	100%	0%
BASIC RESTORATIVE	100%	0%
MAJOR RESTROATIVE	50%	50%
ORAL SURGERY	100%	0%
ENDODONTICS	100%	0%
PERIODONTICS	75%	25%
PROSTHODONTICS	50%	50%
DENTURE REPAIR	100%	0%
SUPER PREVENTATIVE	100%	0%

Maximum - \$1,250 per person per contract year.

Eligible dependent children are covered to age 19, unless they are students in a bonafide institution of higher education, in which case, eligibility is extended to age 23. Mentally retarded dependent children are eligible for dental care under the program regardless of age, as are physically incapacitated children who are incapable of self-support.

## **Promethean Interactive Panels**

About a decade ago, the district sought to advance the availability of instructional technology in classrooms with the installation of Promethean Interactive White Board and projectors. To receive a board, the classroom teacher had to commit to completing a graduate course on effective use of instructional technology and participate in a year-long cohort training program. As teachers worked through the training program they also learned to use digital “slates” and student responders. That model for combining technology and professional development proved to be one of the most effective designs for us and for the staff. The model is still correct, but the boards and projectors installed with ARRA funds are at the end of their usable life-span and the technology now available to students and staff has changed.

To prepare for remote teaching and a new infusion of instructional technology with iPads, all district staff completed over 65 hours of professional development in May, 2020 on Office 365 and associated tools, and many completed additional training through technology boot-camps in the summer. As you are well aware, since August, they have utilized those trainings to teach through iPads as their primary learning platform.

Like the district previously did with the interactive white boards, now is the time again to leverage federal funds to expand the capacity of the iPads with installation of new interactive panels.

I am requesting School Board approval for the purchase of 90 Interactive Panels to be installed in each of the classrooms and learning spaces at the High School, Rommelt, & Central Elementary. The installation of the Interactive Panels will allow the incorporation of 21<sup>st</sup> Century Skills of research, creativity, adaptability, perseverance, and critical thinking. By staying with Promethean the staff retains a software platform they are familiar with while moving to the newer generation of board technology which does not require the projectors.

I am requesting to use ESSER II funds to pay for this project. Total cost of the project will be \$303,000.00 for the panels, mounting brackets, and miscellaneous cables. I will be happy to answer any questions the board may have.

Dwight Woodley  
Director of Innovative Learning and Information Systems



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**JAMES J. MUSIAL**  
**MICHAEL SWEENEY**  
**JULIA ANN LEVIN**

**Of Counsel**  
**ANNE E. HENDRICKS**

May 13, 2021

**VIA EMAIL ONLY (mstamm@swasd.org)**

Dr. Mark Stamm, Superintendent  
South Williamsport Area School District  
515 West Central Ave.  
South Williamsport, PA 17702

**Re: Engagement with the South Williamsport Area School District**

Dear Dr. Stamm:

We are pleased to submit this letter which summarizes our relationship with the South Williamsport Area School District ("School District") as legal counsel. The following paragraphs describe our understanding of the terms and objectives of our engagement as legal counsel for the School District and the nature and scope of the services we will provide.

**Our Responsibilities and Services.**

We will provide those legal services that the School District requests us to provide and that we agree to provide, which may include the following:

1. Attendance at meetings, including executive sessions and committee meetings;
2. Advising the School District administration and/or board of material information consistent with our duties representing the School District;
3. Investigation of facts for the purpose of rendering legal advice;
4. Issuance of opinion letters;
5. Preparation of contracts, requests for proposals and invitations to bid;
6. Preparation of legal notices;
7. Preparation of resolutions necessary for the business and affairs of the School District;
8. Preparation of grant applications;
9. Review and/or preparation of school board policies or administrative guidelines;
10. Representation of the School District in adversarial proceedings;

**1301 MASONS MILL BUSINESS PARK • 1800 BYBERRY ROAD • HUNTINGDON VALLEY, PENNSYLVANIA, 19006**



11. Acting either as advisor to the school board or prosecuting attorney at school board hearings;
12. Providing legal advice and recommendations with respect to issues and matters brought to the our attention, including such matters as governance, finance, property, pupils, employees, liability, construction, litigation, contracts, civil rights, and applicable law, regulations and ordinances;
13. Working with and cooperating with other legal counsel that may be retained by the School District;
14. Working with and cooperating with other professionals retained by the School District, including the architect, financial advisor and construction manager;
15. Negotiating contracts, administrative compensation plans, or collective bargaining agreements;
16. Providing legal seminars or training to the school board, the administration and/or to other staff;
17. Providing summaries of contracts or insurance policies;
18. Reviewing new legislation and reporting on requirements any such legislation may impose upon the School District;
19. Conducting legal audits of one or more of the School District's practices and/or policies; and
20. Such other services that may be requested or required from time-to-time by the School District.

For purposes of assignments to us, we may rely upon any request by any "Authorized Representative." For purposes of this engagement letter, "Authorized Representative" means and includes each individual who (i) is expressly designated orally, electronically or in writing or otherwise by School District to act on behalf of School District with respect to one or more services, (ii) actually acts on behalf of School District with respect to any services, or (iii) has apparent authority to act for School District, by course of dealing or otherwise with respect to any services.

With respect to adversarial proceedings for which we are requested by you or your insurance carrier to represent you or any of your officials or employees (hereinafter referred to collectively or individually as "you"), we will represent you within ethical and professional standards; and, unless instructed otherwise by you, and we will take all action that we believe is necessary and reasonably calculated to advance your interests. We will file such pleadings, motions, applications, petitions and appeals as are necessary to advance and/or to protect the School District's interests, unless instructed otherwise by applicable authority. You agree that we may take such actions.

We will provide the services that you request and that we agree to provide in accordance with the professional standards to advance the interests of the School District, subject to the following understandings:

1. We will not perform services that we have not been asked to perform;

2. When performing our services under this engagement, we will rely on the facts provided to us by you and will not undertake an independent investigation of the facts unless specifically requested to do so by you;
3. We will advise you if a particular service cannot be provided because we do not believe that we have sufficient competency in the applicable area of the law;
4. We will not provide services where we may be prohibited from providing such services in accordance with the Rules of Professional Responsibility due to such things as a conflict of interest that might exist with respect to a particular matter; and
5. When negotiating a contract on behalf of the School District, we will always seek to obtain provisions that are commercially reasonable, unless instructed otherwise by the School District.

In all instances, we will comply with the Pennsylvania Rules of Professional Responsibility and other applicable law and in all instances we will be acting in the capacity as legal counsel for the School District.

### **The School District's Responsibilities**

The School District is responsible for making all records and related information available to us and for the accuracy and completeness of that information. This responsibility includes the establishment and maintenance of adequate records and internal controls, including monitoring ongoing activities, the selection and application of practices and policies, and document retention and retrieval practices. The School District is responsible for correcting any incorrect information that may have been provided to us. The School District agrees to bring to our attention any matters that may reasonably be expected to require further consideration to determine the proper treatment and handling of matters we are handling. The School District also agrees to bring to our attention any changes in the information as originally provided to us as soon as such information becomes available.

The School District is responsible for the design and implementation of programs, practices, policies, protocols and controls to prevent violation of law. In addition, the School District is also responsible for identifying and ensuring that the School District complies with applicable laws and regulations and advises us if it has knowledge of any situation related to our services that does not comply with applicable law. Further, we will assume that the School District has taken action to implement our recommendations unless the School District has advised us differently.

The School District is responsible for notifying us when it decides not to carry out our recommendations or when not carrying out or implementing our recommendations in the way that we advise. Such notification shall be in writing. The School District is also responsible for asking us if it has any questions about our recommendations, if it desires to explore options for the handling of any matter, or if it wants a description of the pros and cons of proceeding in a particular manner.

**Litigation Hold.** We wish to remind you that the School District has certain responsibilities to preserve evidence with respect to administrative and judicial proceedings. In this regard, the



School District has a duty to preserve and protect any and all paper and electronic records, documents and other evidence (hereinafter referred to individually or together as "evidence") that may be relevant to any existing or future litigation once you know or reasonably should know that litigation exists or will be filed. This includes arbitration, administrative proceedings and court proceedings of any nature. Evidence includes paper documents and records and all forms of electronic evidence, including text messaging, IM, emails, social media, etc. The obligation includes keeping and maintaining electronic records and files in their electronic form without change. If the School District fails to keep and safeguard evidence that is or may be relevant or that may lead to relevant evidence, the School District and involved employees and officials may be subject to sanctions, which can be severe.

### **Engagement Administration**

As engagement partner, I will be responsible for supervising the engagement and the work performed by us.

The School District will provide us access to personnel of the School District, as necessary, to enable us to perform our work. We will ask that your personnel, to the extent possible, provide the necessary records and data to enable us to do our work. We may have to have meetings or access to records to perform our services properly and the School District will provide those items to us.

Auditing standards generally accepted in the United States of America require that we communicate certain matters related to the conduct of our services to your auditors. It is understood that our communication with your auditors is part of the services that we are required to provide. In addition, there are certain matters that might require our disclosure of the information to the board of school directors, such as willful violations of legal requirements that are material; serious difficulties that we encountered in dealing with management related to the performance of our services; any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the consolidated financial statements or our report; major issues that were discussed with management in connection with our services; and other matters as considered necessary or required to be communicated under professional standards.

### **Scope of Our Work**

With respect to those services that you request us to perform and that we expressly agree to perform, we will consult with you about your objectives, and, when appropriate, the means of achieving them in accordance with applicable law and the ethical rules governing lawyers. We shall endeavor to keep you advised of the status of your matter to the extent necessary to enable you to make informed decisions. We will provide competent representation of your interests. Expressions on our part concerning the probable outcome of our representation will reflect our best professional judgment, but are not guarantees, as they are limited by our knowledge of the facts and are based on the state of the law at the time that they are expressed. There may be many factors that affect the outcome of any matter and over which we have no control—such as the recollection or testimony of any particular witness.

Our work, opinions and deliverables will be based on our interpretation of applicable federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities (hereinafter referred to as "applicable law"), in effect when we provide our work, opinions or other deliverables. All these authorities are subject to change, and such change may be retroactive or prospective in effect. We assume no responsibility to either advise you or to update our work, conclusions, or deliverables for changes in respect to federal and state laws, regulations, administrative and judicial pronouncements, and other relevant authorities. Stated another way, we assume responsibility for our work when our work is performed, but we assume no responsibility for changes in applicable law after our work is performed.

### **Aspects of Third Party Payor Engagements**

Examples of Third Party Payor engagement include those undertaken pursuant to a policy of insurance or because another company or person has agreed to pay the legal fees and costs on your behalf. In such a situation, the firm will represent you solely regarding covered claims (that is, claims for which the insurer or other payor has agreed to advance fees and costs) and subject to any reservation of rights letter from the payor. If a dispute arises between you and the payor regarding they payor's obligations to you or any other matter, we will not be able to represent you in that dispute, nor will we be able to represent the payor in any such dispute. If we become aware of a possible dispute regarding the payor's obligations to you, we will notify you of that fact so that you may seek separate counsel as to that matter.

You should understand that we may be required to make regular report to the payor concerning the engagement. Such reports may include information regularly developed during the engagement, unless for some reason you specifically instruct us not to forward some confidential information to the payor. Such an instruction may, depending on the terms of the agreement between you and the payor, affect the payor's obligations to indemnify you or to pay your legal fees and costs.

You waive any privilege to allow us to provide the information requested or required to such payors.

### **Aspects of Multiple Client Engagements**

It is unusual that we will be asked to represent multiple clients in a particular matter involving the School District. However, if the situation arises and we are asked to represent a number of clients as a group, including you, we recommend that each client consult separate counsel to represent that client's individual interests with respect to the client's individual current or potential issues. We particularly urge you to consult separate counsel concerning any matter in which you perceive that your interests may conflict with the interests of other clients. We also except and encourage you to consult with such individual counsel at any time and on any matter on which you wish to receive specific and individually tailored advice. We will provide information regarding the engagement to such individual counsel as part of our services to the group. We also expect that any such counsel will assist in identifying conflicts that may arise in the court of our work and will inform us appropriately, and we will advise such member of the group of clients with respect to such conflicts. Our work in this type of engagement is to represent

all the members of the group as a group collectively. Consequently, we will not promote or advocate the interests of any one or more members of the group individually. There may be issues related to a group engagement that would affect one or more members of the group differently due to unique circumstances of which we may or may not be aware, and where conflicts or disparate interests arise, it may be necessary or appropriate for any of the members of the group to engage separate counsel on an individual basis. While we will try to explain the significance and effect of the material issues to all clients in the group, we may not know facts specific to any one member of the group and may not realize that such explanations might be warranted in particular circumstances. We will, however, endeavor to keep all clients in the group informed on a regular basis about our work for the entire group of clients.

### **Document Retention**

It is our policy to keep records electronically and that such electronic records related to this engagement will be retained for three (3) years after the completion of a matter. We do not keep any original School District documents; therefore, if you desire that we return the original records to you, we will be pleased to do so. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. You agree that upon the expiration of the three-year period, we shall be free to destroy any records related to this engagement.

### **Engagement Fees**

Our fees are as follows:

<b>Rate</b>	<b>Attorneys</b>
\$200.00/hr.	Michael I. Levin, Anne Hendricks, Allison Petersen; Paul Cianci
\$190.00/hr.	David Brown, Richard Galtman, James Musial; Michael Sweeney
\$180.00/hr.	Julia Levin

In addition to fees, we charge for certain out-of-pocket costs when necessary, such as filing fees, overnight or express mail, witness fees, expert fees, overnight travel, in-house copying at the rate of \$.10 per page, large copying jobs performed outside the firm, courier services, computer-assisted legal research that is not included in our comprehensive basic plan; and court stenographers. We do not charge for secretarial time, computer-assisted legal research that is within our comprehensive basic service, usual office overhead and regular postage.

We charge fees "portal-to-portal."

Attorneys newly hired by us will be placed on the appropriate fee tier taking into account their experience level. In addition, attorneys identified above may be increased in their tier assignment.

We are approved defense counsel for a number of insurance carriers that have rate agreements with us that may vary from the rates above. When we work on a matter that is covered

by such insurance, we will comply with applicable litigation guidelines and billing arrangements which may differ from those set forth above.

### **Other Engagement Matters and Limitations**

#### **(a) Management Functions**

We will **not** perform management functions or make management decisions on your behalf. However, we will provide advice and recommendations to assist management and/or the board, as may be applicable, in performing their respective functions and making decisions.

#### **(b) E-mail**

During our engagement, we or you may need to transmit confidential information electronically to each other and to other entities engaged by either party. E-mail is a fast and convenient way to communicate. However, e-mail is not a secure means of communication and, thus, confidentiality could be compromised. You agree to the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between us and outside specialists or other entities engaged by either you or us.

Although e-mail is an efficient method of communication, it is not necessarily a fool-proof method. For a variety of reasons, an e-mail may not be received or posted to an inbox, as opposed to the "junk-box," for example. An e-mail may be inadvertently deleted. Therefore, we cannot take assignments by exclusively by email. If there is anything that you need us to do, you need to talk to a "live" person and ensure that we have notice of what you want us to do for you. Unless we specifically respond to an email, you may not assume that we received the email or will take action pursuant to an email request. The disclaimers in this paragraph are intended for your protection as well as our protection. We want to avoid any possibility that an assignment or request is missed because of the shortcomings of email.

#### **(c) Contract Forms and Recommendations**

No contract form or generic contract should be utilized for any transaction without the advice of counsel. Changes or modifications may have to be made to address individual circumstances or changes in the law regarding a transaction. A contract prepared by us for a particular transaction shall not be used for another or different transaction without first consulting with counsel and making necessary or appropriate changes or modifications. Renewals of contracts should not be undertaken without first determining whether changes in the law or changed circumstances may require changes or modifications to the contract.

#### **(d) Disputes**

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation

proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

(e) Limitations on Damages and Indemnification

Except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of the Levin Legal Group, relating to the services it has provided, the School District agrees to indemnify, defend and hold harmless the Levin Legal Group and its attorneys from and against any and all liabilities incurred or suffered by or asserted against the Levin Legal Group or any of its attorneys in connection with any third party claims to the extent such assertions, claims or liabilities relate to the work or services performed by the Levin Legal Group for or on behalf of the School District. The terms of this provision shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence or intentional act), but these terms shall not apply to the extent finally determined to be contrary to applicable law or regulation. These terms shall also continue to apply and shall survive termination of this agreement or termination of the services of the Levin Legal Group. This paragraph does not apply to any claims that the School District may have against the Levin Legal Group.

(f) Legal Actions

The School District accepts and acknowledges that any legal proceedings by the School District arising from or in connection with the services provided by the Levin Legal Group under this Agreement or engagement must be commenced within one (1) year from the date the services were performed, without consideration as to the time of discovery of any claim.

(g) Miscellaneous

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected, and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors, and assigns of you and us. If the foregoing is in accordance with your understanding, please sign the enclosed copy of this letter and return it to us. If you have any questions, please let us know.

We appreciate the opportunity to be your attorneys; we trust that our association will be a long and pleasant one.

Very truly yours,  
LEVIN LEGAL GROUP, P.C.

*Michael I. Levin*

Michael I. Levin

Dr. Mark Stamm  
May 13, 2021  
Page 9 of 9

MIL/mil

This letter correctly sets forth the understanding of the South Williamsport Area School District

ACCEPTED:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



Attachment 5

May 14, 2021

Our current District copiers are either at the end of their lease period or already purchased after the lease period expired. Based on the age of the copiers and the number of service calls needed, we decided to put out a Request for Proposal for the lease of new copiers and maintenance services. In the past, each building had a different brand of copier and maintenance company.

A Request for Proposal for copiers and copier maintenance services was issued on March 19, 2021 with responses due by April 23, 2021. We requested a 5-year lease structure.

We had 8 companies respond. These 8 companies represented 7 different brands of copiers (Toshiba, Sharp, Canon, Kyocera, Ricoh, Konica Minolta, and Xerox), and each company had different pricing structures for their leases and maintenance contracts.

Each response was thoroughly reviewed, considering knowledge about the copier brand. Company references were called to discuss reliability of the machines and response time to service calls.

Copier information was discussed with key employees in the various buildings to ensure that the copiers will meet their needs.

It is my recommendation that the District awards the Copier and Maintenance Service Agreement to Golden Business Machines with Canon copiers. Central Elementary has had Canon copiers in the building for years. The current machines have over 4,000,000 copies each. While service calls are needed from time to time, the response is prompt and down time is limited.

Respectfully,

Jamie Mowrey  
Business Manager



# EQUIPMENT/MAINTENANCE AGREEMENT

Golden Business Machines, Inc.

☐ Equipment ☐ Maintenance ☒ Both ☐ Other

Sold By: PHIR	Invoice:	SPECIAL INSTRUCTIONS:
Order Date: 5/24/21	Rental:	PA Co-Stars Contract:001-047
Terms: 0-ADV Payments / \$65 process fee	Lease: 60 Month FMV	Includes: Delivery, Installation and Training
P.O.#	COD CK#	
Tax Exempt <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

**BILL TO:** Customer Code \_\_\_\_\_

**SHIP TO:**

Name: Canon Financial Services	Name: South Williamsport Area School District
Street: P.O Box	Street: 515 W Central Ave P.O Box
City, State, Zip:	City, State, Zip: South Williamsport, PA 17702
Contact Person:	Contact Person: Jamie Mowrey
Phone: Fax:	Phone: 570-320-4467 Fax:
Email:	Email: jmowrey@swasd.org

Order	Ship	B/O	Description	Serial #	Price Unit	Amount
3			Canon imageRUNNER ADVANCE DX 8786i			
3			Booklet Finisher X1			
3			Puncher Unit BF1			
			60 Month FMV Lease Price		\$215.32	\$645.96
2			Canon imageRUNNER ADVANCE DX 8786i			
2			Staple Finisher X1			
2			Puncher Unit BF1			
			60 Month FMV Lease Price		\$189.91	\$379.82
1			Canon imageRUNNER ADVANCE DX C5760i			
1			Staple Finisher Y1			
1			2/3 Hole Puncher Unit A1			
			60 Month FMV Lease Price		\$156.93	\$156.93

<b>For Office Use Only:</b>	<b>Subtotal:</b>
EPA <input type="checkbox"/> Equip <input type="checkbox"/> Supplies <input type="checkbox"/> Set-up <input type="checkbox"/>	<b>Sales Tax:</b>
Del. Rec <input type="checkbox"/> Log <input type="checkbox"/> GMA <input type="checkbox"/> Sup. Req. <input type="checkbox"/>	<b>Adv. Pymt:</b>
	<b>Total Due:</b>

**Install Date:** \_\_\_\_\_

Warranty: ☐ No ☐ 30 Day ☐ 90 Day ☐ 150 Day ☐ Other ☐ Toner Inclusive ☐ Toner Exclusive

Warranty Print Limit \_\_\_\_\_ Warranty Period \_\_\_\_\_ To \_\_\_\_\_

(T) Meter Read \_\_\_\_\_ 124 Meter Read \_\_\_\_\_ 108 Meter Read \_\_\_\_\_

B&W Billed \$ \_\_\_\_\_ Color Billed @ \_\_\_\_\_

MAINTENANCE AGREEMENT INFORMATION		Internal Use: <u>B&amp;W</u> <u>Color</u>
Bill: _____	Address _____	CPC _____
<input type="checkbox"/> Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Toner Inclusive <input type="checkbox"/> Toner Exclusive		Service _____
<input type="checkbox"/> Base Billing B&W Base \$ _____ Volume _____ Overage Rate \$ _____		Supplies _____
Color Base \$ _____ Volume _____ Overage Rate \$ _____		<input type="checkbox"/> Bill toner clicks during warranty
<input type="checkbox"/> CPC Billing CPC B&W Rate \$ _____ CPC Color Rate \$ _____		<input type="checkbox"/> Customer buys toner

Customer Signature: \_\_\_\_\_ GBM Representative: \_\_\_\_\_ Date \_\_\_\_\_

Print Customer Name: \_\_\_\_\_ GBM Authorization: Robert P. Phillips Date 5/12/21



# GBM EQUIPMENT SALES AGREEMENT ADDENDUM

Page 2

**Customer Name:** South Williamsport Area School District

Order	Ship	B/O	Description	Serial #	Price Unit	Amount
1			Canon imageRUNNER ADVANCE C5750i			
1			Staple Finisher Y1			
1			2/3 Hole Puncher Unit A1			
1			Super G3 Fax Board AS2			
			60 Month FMV Lease Price		\$142.25	\$142.25
1			Canon imageRUNNER ADVANCE DX 4745i			
1			Staple Finisher Y1			
1			2/3 Hole Puncher Unit A1			
			60 Month FMV Lease Price		\$83.45	\$83.45
			Full Coverage Toner Incl Maintenance Contract:			
			Canon iRA DX 8786i: BW @.0028 per print/copy			
			Canon iRA DX 4745i: BW @.0048 per print/copy			
			Canon iRA DX C5560i / C5550i:			
			BW @.0048 COLOR @.0390			
			Total 60 Month Lease Price			\$1,408.41

Subtotal: \_\_\_\_\_

Install: \_\_\_\_\_

Tax: \_\_\_\_\_

Adv.Pymt. \_\_\_\_\_

Total Due: \_\_\_\_\_

**For Office Use Only:**

EPA ☐ Equip. ☐ Supplies ☐  
 Del. Rec. ☐ Log ☐ GMA ☐  
 Set-up ☐ Sup. Req. ☐