



Exhibit 1.a
Central Susquehanna Intermediate Unit
Computer Service Rates 2022-2023 – Financials/Tax only
 School entity only (not applicable to IU, AVTS/technical institute or government agency)

CHECK ✓ SERVICES	APPLICATION	BILLING BASIS PER UNIT	ANNUAL RATE	ANNUAL MINIMUM	CLASS	ACCESS VALUE
<input type="checkbox"/>	Bidding	Flat fee, plus per student on file	\$320			
		First 2,000 students	1.12	\$1,600	C	4
		2,001 – 4,000 students	.57			
		4,001 – 7,499 students	0.00			
		7,500 and above	.29			
<input type="checkbox"/>	Fund Accounting (includes GL, AP, AR, POs and Budget Prep)	Flat fee, plus per student on file	\$80			
		First 1,500 students	4.23	\$2,000	A	12
		1,501 – 4,000 students	2.12			
		4,001 – 7,499 students	0.00			
		7,500 and above	1.02			
<input type="checkbox"/>	Inventory, Assets	Flat fee, plus per student on file	\$80			
		First 2,000 students	1.10	\$1,600	C	4
		2,001 – 4,000 students	.56			
		4,001 – 7,499 students	0.00			
		7,500 and above	.28			
<input type="checkbox"/>	Inventory, Consumables	Flat fee, plus per student on file	\$80			
		First 2,000 students	1.10	\$1,600	C	4
		2,001 – 4,000 students	.56			
		4,001 – 7,499 students	0.00			
		7,500 and above	.28			
<input type="checkbox"/>	Payroll*	Flat fee, plus per student on file	\$455			
		First 2,000 students	4.89	\$2,000	A	8
		2,001 – 4,000 students	2.37			
		4,001 – 7,499 students	0.00			
		7,500 and above	1.13			
<input type="checkbox"/>	Personnel*	Flat fee, plus per student on file	\$455			
		First 2,500 students	2.25	\$1,775	B	8
		2,501 – 4,000 students	1.12			
		4,001 – 7,499 students	0.00			
		7,500 and above	.56			

* Staff Portal included with Payroll/Personnel modules



CHECK ✓ SERVICES	APPLICATION	BILLING BASIS PER UNIT	ANNUAL RATE	ANNUAL MINIMUM	CLASS	ACCESS VALUE
<input type="checkbox"/>	Family Census	Flat fee, plus per resident on file	\$80	\$1,700	C	4
		First 8,000 residents	.50			
		8,001 – 10,000 residents	.24			
<input type="checkbox"/>	Interim Tax Billing	Included in Tax Billing; call for pricing if you do not use Tax Billing	N/A	N/A	C	0
<input type="checkbox"/> <input type="checkbox"/>	Tax Billing – standard Tax Billing – mailers	Flat fee, plus per bill on file	\$100	\$1,675	C	4
		Per bill	.33			
<input type="checkbox"/>	Tax Collection	Flat fee, plus per taxables on file	\$100	\$1,475	C	4
	First 50,000 taxables	.20				
	Above 50,000 taxables	.10				

** Plus flat forms handling charge of \$220 and “then-current” standard postage rate per mailer

- Payroll check history and Fund Accounting detailed transaction data will be maintained for seven calendar or fiscal years, respectively. CSIU reserves the right to purge any Payroll history or to summarize Fund Accounting transactions more than seven years old at any time.
- All **training** at the CSIU (including webinars), within reason, is available at no charge. All on-site training, on-site support, and travel time is billable at the CSIU then-current hourly rate. Phone training is available at no charge, but is distinguished from phone support by being pre-scheduled and of at least one hour in length.
- Training for web-enabled modules or teachers (e.g. Employee or Vendor Portals, teachers entering requisitions) is conducted for trainers who will be training those back at the client site. This training falls into the same guidelines as above, however if individual users attend the training, they will be charged the standard rate.
- Class determines the amount of annual, non-billable, phone support time for an application: class A includes 12 hours of phone support; B includes 8 hours; and C includes 4 hours. Billing for phone support in excess of these included hours will be at the then-current hourly rate.
- One hour of miscellaneous phone support time (not related to a specific application, such as technical or security issues) will be allowed per application that is implemented by January 1 of the fiscal year.
- Access Values determine the number of concurrent users (logged into the system simultaneously) allowed per client. Add the Access Values for the applications purchased to determine the number of concurrent users allowed (For example, clients who purchase Fund Accounting (12) and Payroll (8) may have a total of 20 users accessing the applications simultaneously). Additional access is available on a quotation basis.



- Charges are calculated based upon the most recent audited PIMS enrollment totals, posted on the PDE website. Excess support, data conversions, and onsite training are billed monthly at \$97/hour. Consulting, SIF Services and staff augmentation are billable at \$120/hour. Custom programming, if approved, is billed at \$134/hr. Travel time is billable at the same rate as the service rendered. Note: minimums will only be prorated on a half-year basis. i.e. installations from July to December are full price...installations from January to June half price.
- If six applications are purchased, one additional C class application is free, provided all six billed applications are fully implemented by January 1st. Note: The free C class application must be of lower cost than those purchased. One exception is that if you print tax bills and duplicates locally (rather than CSIU printing them) you may choose Tax Billing as the free application. This must be indicated by writing FREE, near the Tax Billing check box on this Exhibit each year. The CSIU SIS does not qualify for inclusion in the calculation of a free application or as a free application.
- For **NEW CLIENT IMPLEMENTATIONS**: There is a onetime flat setup fee of \$350/per non-tax application (e.g. excludes Tax Billing and Tax Collection)
- Data transfers for tax applications are billable at \$450 for each occurrence (e.g. tax collection data from outside vendors, and the transfer of tax billing data from CSIU servers to an external server). Please call for additional tax bill related options and pricing.
- The CSIU is responsible for regularly backing up files, moving the back-up media to an off-site facility, and, if necessary, restoring files to the best of its ability.
- Services do not include any form of paper, labels, checks, envelopes, special forms or printing services.
- Please contact CSIU for pricing confirmation if your district enrollment exceeds the upper limits in the Billing Basis per Unit column or if you plan on implementing CSIU applications mid-year (fees & associated support hours are prorated).

Signature of client representative below indicates agreement with all of the above specified conditions.

SIGNATURE: _____

TITLE: _____

PRINT NAME: _____

DISTRICT/AGENCY NAME: _____

DATE: _____

CSIU Financial Information System Proposal – Wellsboro Area School District

1,422 student count

Fund Accounting, Payroll, Personnel, Staff Portal, Tax Billing and Tax Collection

Service	Rates	2022-23 Full Year Cost	Ongoing Annual Cost
Annual hosted subscription Student Count: 1,422 Tax Bills: 7,904	Fund Accounting: \$6,095 Payroll: \$7,409 Personnel: \$3,654 Tax Billing: \$3,482 Tax Mailers Postage: \$3,952 Tax Collection: \$1,681	\$26,273	\$26,273 est.
Training and Support			
Annual combined support allowance*	No charge	40 hours	40 hours
Additional bank of support hours (optional)	\$90/hr. up to 33 hr. max	TBD	N/A
Training			
- Group Webinars	Included	No charge	No charge
- Group Classroom @ CSIU	Included	No charge	No charge
- Group Classroom @ regional site	Included	No charge	No charge
- Individual phone**	Included	No charge	No charge
Custom and on-site	\$97/hr.	As needed	As needed
One-time setup fee per application	\$350/per	\$1,750	N/A
Hours above allowance and bank	\$97/hr.	TBD	TBD
Data Conversion Services			
Data Conversion***	\$97/hr.	\$3,800 est.	N/A

- Price adjusted annually based on most recently published enrollment counts and “then-current” subscription rate.
- Travel time is billed at the “then-current” hourly rate and at the same rate as the service (i.e. on-site training, consulting or project management, etc.) rendered; Mileage, room, and meal charges are not billable for Pennsylvania clients.
- Custom programming, if approved, is billed at the “then-current” hourly rate for this service.
- This proposal is Effective May 25, 2022 thru June 30, 2023 and is our best estimate based upon your student enrollment count provided or the most recently audited student count published. Your 2022-23 final pricing figures will be based upon your audited 2021-22 student count and the 2022-23 FIS rates. Your ongoing rates will be based upon your audited student count from the previous year and the “then-current” FIS rates.
- See the most recent Exhibit 1.a price sheet for additional details regarding our current rates, training, support, hourly fees, etc.

- * Time exceeding the allowance will be billed at the “then-current” hourly rate.
- ** Individual phone training must be pre-scheduled, at least one hour in length, and is offered with the expectation that district staff regularly attend free group trainings. Phone training is subject to CSIU staff availability and may not be available at peak times, so please plan accordingly.
- *** Data conversions are difficult to estimate due to a number of factors, including number of applications implemented, modules used within those applications, time of year, etc. The proposed estimates are based upon our experience with previous clients and are meant for budgeting purposes. The average cost of the past 44 clients totaled \$3,800 for the three core applications. Actual charges will be billed on an hourly basis for only the time it takes, not what is estimated. These estimates are assuming we only have to do the conversion only one time and that the original files are accurate. The following are examples of the three core applications and most popular modules we convert:
 - Fund Accounting – vendors & accts = 6 hours
 - Fund Accounting – summarized totals per year = 3 more hours
 - Payroll – 12 hours (main conversion would/could include things like demographics, PSERS, Direct Deposit, Wage accounts and rates, deductions, etc.)
 - Summarized check history add 10 hours (for YTD or first year); additional per year = 4 hours per
 - Personnel
 - Personnel Master info - 3 hours (assuming the PY master info is already there) otherwise 6 hours
 - Absences - 6 hours
 - Insurances - 9 hours
 - Salary - 8 hours (i.e. contracts for salary projection)
 - Course Credit - 6 hours
 - Certification - 6 hours (can be eliminated with PIMS import)
 - Applicant info - 8 hours

***CENTRAL SUSQUEHANNA INTERMEDIATE UNIT
AGREEMENT FOR SUBSCRIPTION TO HOSTED
SOFTWARE SERVICES***

**EFFECTIVE DATE:
July 1, 2022**

RETURN ONE EXECUTED COPY OF THIS AGREEMENT TO:

Central Susquehanna Intermediate Unit
Attention: Marly Artley
Technology Group Director's Office
90 Lawton Lane
Milton, PA 17847

***AGREEMENT FOR SUBSCRIPTION
TO HOSTED SOFTWARE SERVICES***

THE BACKGROUND OF THIS CONTRACT IS AS FOLLOWS:

- I. CENTRAL SUSQUEHANNA INTERMEDIATE UNIT (Intermediate Unit No. 16), (referred to throughout this Agreement as "CSIU"), is an intermediate unit established by and existing under Chapter 11 of the Pennsylvania Public School Code of 1949, as amended, 24 P.S. §§9-901-A et seq., with its principal place of business located at 90 Lawton Lane in the Borough of Milton, Northumberland County, Pennsylvania and having as its mailing address 90 Lawton Lane, Milton, Pennsylvania 17847.
- II. Wellsboro Area School District, referred to throughout this Agreement as "SUBSCRIBER" is a Local Education Agency organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business at 227 Nichols Street, Wellsboro, Pennsylvania 16901.
- III. The Technology Group of the CSIU develops and resells certain software programs and services.
- IV. CSIU and SUBSCRIBER desire to enter into an agreement for the providing of such services to SUBSCRIBER by CSIU.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS EXPRESSED BELOW, AND INTENDING TO BE LEGALLY BOUND, CSIU AND SUBSCRIBER AGREE THAT:

1. **Effective Date.** This Agreement shall take effect on July 1, 2022 irrespective of the actual date of its execution and shall supersede

any other Agreement between the parties for the designated services.

- 1.1 This agreement shall remain in effect indefinitely unless either party notifies the other party, on or before April 1 of any fiscal year, of its intent to terminate it effective at the close of business on the following June 30 or exercises any other right of termination set forth in this Agreement.

2. **Software Services.** The CSIU Technology Group will provide to SUBSCRIBER the services selected on Exhibit 1.

- 2.1. With respect to each selected application, CSIU will afford SUBSCRIBER access to and use of the software generally available to clients as developed and maintained or resold for its Pennsylvania public education clients.
- 2.2. Reasonable efforts will be made to provide upgrades to hardware, and operating systems, when deemed necessary, in its sole discretion, to provide SUBSCRIBER with optimal performance and reliability.
- 2.3. CSIU will provide timely software updates and notifications of enhancements contained within those updates. Updates will be performed during non-peak hours.
- 2.4. From time to time, CSIU will need to respond to a critical situation by applying a hotfix for all clients which may need to be done during business hours.

3. **Access and Use of Software.** CSIU shall allow SUBSCRIBER access to its computer network as well as the use of such software as is available for that computer network, written by or licensed to the CSIU Technology Group.

4. **Support.** CSIU shall provide reasonable support and training to SUBSCRIBER's staff in the use of CSIU's software as specified in Exhibit 1.

- 4.1. Telephone and email support will be provided during CSIU Technology Group office hours (8:00 A.M. – 4:00 P.M.) Monday

through Friday, excluding CSIU holidays.

5. **Compensation**. SUBSCRIBER shall compensate CSIU in accordance with the rate schedule for the applications selected by SUBSCRIBER from the software service schedule (Exhibit 1) presented by CSIU.
6. **Workstations**. SUBSCRIBER shall be responsible for the acquisition and installation of workstations necessary for the full utilization of services provided to it by CSIU under this Agreement.
7. **Confidentiality and Information Security**. In the process of responding to a request from the client to investigate a possible malfunction of the software or a data problem, there may be a need for employees or agents of CSIU to review the client's data. CSIU acknowledges that the contents of the data files of the SUBSCRIBER are confidential and that it is bound to maintain the confidentiality of that data except to the extent that it cannot be maintained due to the nature of the client's request for support.
 - 7.1. CSIU also covenants to adhere to its Information Security Specifications as set forth from time to time on the CSIU On-line Support Center web page.
 - 7.2. In the event of a data breach or compromise, CSIU will notify clients in accordance with any CSIU Data Security Policy and applicable state/federal laws in place at the time.
8. **Ownership**. CSIU shall at all times remain the owner of the software applications or the license for software applications used to provide the services contemplated by this Agreement.
 - 8.1. SUBSCRIBER, by executing this Agreement, acknowledges the title of CSIU to the software applications and covenants not to dispute that title.

- 8.2. SUBSCRIBER shall not in any manner represent to any other party that has any rights to the services and software applications except those expressly provided in this Agreement.
- 8.3. Any disclosure of the information contained in those programs, systems, or form designs is prohibited.
9. **Taxes.** The SUBSCRIBER shall pay all sales taxes, use taxes, excise taxes, or similar charges relating to the applications.
10. **Limitation of Liability.** CSIU's sole liability if the services provided under this Agreement cannot be made satisfactory is that SUBSCRIBER shall have the option to terminate this Agreement.
- 10.1. CSIU shall not be liable for any costs, lost revenues, or any other damage to SUBSCRIBER with respect to any matter covered by this Agreement.
- 10.2. IN NO EVENT WILL CSIU BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES TO SUBSCRIBER OR ANY OTHER PARTY, EVEN IF CSIU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.3. SUBSCRIBER'S REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE OF ALL OTHER REMEDIES AT LAW OR IN EQUITY.
- 10.4. CSIU shall not be liable to SUBSCRIBER or any other party for performance, nonperformance, or defect in performance of the services, which are the subject of this Agreement or for any representations and warranties made by SUBSCRIBER or any other party in connection with this Agreement.
- 10.4.1. CSIU does not warrant that the services covered by this Agreement will meet all of the SUBSCRIBER's requirements or that the operation of its software will be error-free.
11. **Indemnification.** Each party shall hold the other party, its employees, agents, and representatives harmless from and against, and shall

indemnify the other party, its employees, agents, and representatives for any liability, loss, expenses, suits, claims, damages, judgments, demands, and reasonable attorney's fees, whatsoever, asserted by any person or business or other entity, resulting directly or indirectly, from any alleged breach of this Agreement by that party or any of its employees or agents, or resulting directly or indirectly from that party's alleged unlawful or actionable conduct in the course of its business activities or based upon any alleged or actual infringement of any federal copyright or patent by that party. Both parties acknowledge that they are governmental units subject to the immunities and limitations of liability provided by the Political Subdivision Tort Claims Act (hereafter the "Act") and that, in the event of a claim or suit, they are entitled to the full protections of the Act.

12. **Limitation of Use.** With respect to the services provided by CSIU pursuant to this Agreement, SUBSCRIBER shall not afford access to them to any third person or entity.
13. **Assignment.** SUBSCRIBER shall not, without the written consent of CSIU, assign, sell, lease, loan, or share the software services with any third party.
 - 13.1. CSIU shall not unreasonably withhold its consent to assignment of this Agreement to any successor in interest to SUBSCRIBER.
14. **Assignment by CSIU.** The interest of CSIU under this Agreement may be assigned or transferred by it without prior notice to SUBSCRIBER.

14.1. In the event of such assignment or transfer by CSIU, its transferee shall have the full benefit of this Agreement.

14.2. In the event of such an assignment, CSIU shall notify SUBSCRIBER in writing within 30 days. Upon notice, Subscriber may elect to terminate this Agreement.

15. **Default.** The following shall constitute acts of default by SUBSCRIBER under this Agreement.

15.1. Failure to make any payment required by the Agreement.

15.2. Failure to perform or adhere to any other covenant or provision of this Agreement

15.3. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not affect the right of such party thereafter to enforce same nor shall the waiver of any breach of any of the provisions be construed as a waiver of any subsequent default of same or similar nature, nor shall it be construed as a waiver of strict performance of any other provisions.

16. **Cure of Default.** Any such failure or failure to adhere shall not constitute an event of default under this Agreement if

16.1. SUBSCRIBER cures any such breach or failure, as to a monetary default, within ten (10) days of receipt of written notice by CSIU, or

16.2. as to a non-monetary default, if such breach or default is cured within one (1) month after receipt of written notice from CSIU.

16.3. In the event of such non-monetary default, if such cure cannot be reasonably completed within such one-month period, such breach or default shall be deemed to be cured if SUBSCRIBER commences such cure within such one-month period and proceeds with diligence towards the conclusion of such cure.

17. **Remedies on Default.** In the event of a default by SUBSCRIBER, which is not cured, CSIU may, at its option do any of the following:

17.1. Terminate the contract.

17.2. Demand payment of all amounts and monies then due and owing.

18. **Exercise of Remedies.** All remedies of CSIU under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately.

18.1. The exercise of any one remedy shall not be deemed to be an election of that remedy or to preclude the exercise of any other remedy.

18.2. No failure on the part of CSIU to exercise and no delay in exercising any right or remedy under this Agreement shall operate as a waiver of that remedy.

19. **Entire Written Agreement.** CSIU HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE SOFTWARE SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

19.1. This document represents the entire Agreement between CSIU and SUBSCRIBER for the specific services covered by this Agreement and all prior conversations, agreements, or representations relating to this Agreement are deemed to have been integrated into it.

20. **Arbitration.** In the event that any dispute should arise between the parties regarding the meaning or effect of this Agreement, which dispute cannot be resolved by the parties, they each shall appoint an arbitrator and a third arbitrator shall be appointed by the first two.

20.1. Proceedings under this paragraph may be initiated by either party informing the other in writing of the necessity for arbitration and the subject matter of the arbitration.

20.2. The parties shall select the first two arbitrators within forty-five (45) days after such notice has been sent.

20.3. The panel of two arbitrators shall select the third arbitrator

within thirty (30) days has been sent.

- 20.4. Proceedings under this paragraph shall be commenced and pursued as expeditiously as possible.
- 20.5. The parties shall compensate the arbitrators selected by them. All other costs of the arbitration, including the fee of the third arbitrator, shall be borne equally.
- 20.6. All proceedings or the enforceability of any award and all other matters pertaining to the arbitration shall be governed by the Uniform Arbitration Act in force in Pennsylvania or any applicable succeeding legislation.

21. **Amendments**. No amendment to this Agreement shall be binding on either party unless it be in a writing signed by both parties, which writing makes specific reference to this Agreement.

22. **Best Efforts**. CSIU will use its best efforts to assure reliability and security of its services.

- 22.1. However, CSIU will not be responsible for work delayed or invalidated because of computer problems, telecommunication problems, software problems, system failures, or similar problems beyond the control of CSIU.

23. **Notices**. All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses referred to in the Background of this Agreement.

24. **Governing Law**. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

25. **Survival of Agreement**. This Agreement shall be binding on and inure to the benefit of the successors and assigns of both parties.

- 25.1. The obligations of SUBSCRIBER with respect to non-disclosure set forth in this Agreement shall remain binding on SUBSCRIBER even after termination of use of the license or

termination of this Agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands and seals to be affixed this _____ day of _____, 20____.

Witness:

CENTRAL SUSQUEHANNA
INTERMEDIATE UNIT

Marly Artley

By John Kurelja

Print Name Above:

Print Name Above:

Marly Artley

John Kurelja

John Kurelja (Jun 8, 2022 15:53 EDT)

Date: 6/8/2022

Executive Director

Title: _____

RaeAnn Crispell

RaeAnn Crispell (Jun 8, 2022 10:22 EDT)

Witness:

Wellsboro Area School District

Print Name Above:

By _____

Print Name Above:

Date: _____

Title: _____