

Agenda – Committee of the Whole  
Penn Manor School District  
Monday, April 2, 2012  
Manor Middle School – Board Room

**EXECUTIVE SESSION**

4:30 Dinner  
4:45 Superintendent Evaluation  
5:30 Personnel  
Student Matter

**COMMITTEE OF THE WHOLE**

**7:00**

CALL TO ORDER: Dr. Frerichs

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, April 16, 2012 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES: March 19, 2012  
<http://www.pennmanor.net/boardminutes/>

CITIZEN'S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

**Item 1.** 2012-2013 IU Budget Proposal – Dr. Frerichs  
(7:15 – 7:30)

**Approval for Placement on April 2 School Board Meeting Agenda**

**Item 2.**  
(7:30 – 7:45)

Commercial Real Estate Update – Mr. Johnston

**Information Only**

**Item 3.**  
(7:45 – 8:00)

Agriculture Department Articulation Agreement – Dr. Leichter

**Approval for Placement on April 2 School Board Meeting Agenda**

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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

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



*Explanation: If approved by the Department of Education, students who successfully complete Ag Science 1, Ag Science 3 and Horticulture in the Greenhouse with a grade of B or higher will receive 3 credits for AE1120 – Sustainability and the Environment, to be applied to free elective credits in any majors found in the Delaware Valley College Natural Resource and Bio-system Management program of study. Also, in the animal science area students who successfully complete Ag Science 1 and 2 with a grade of B or higher will receive 3 college credits for AS1000 – Survey of Animal Science to be applied to free elective credits in any majors found in the Delaware Valley College Animal Science program of study.*

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

- B.      Appointment of Hartman Underhill & Brubaker as special counsel related to ongoing legal work for the Open Campus PA Project.

*Explanation: The Open Campus PA partnership between Manheim Township, Hempfield, and Penn Manor is sharing services for development of legal documents related to the project between solicitors used by all three districts. The other firm, Kegal Kelin Almy & Lord, is already board approved.*

- C.      Calendar Design and Production Contract with Gannett Co., Inc. d/b/a Clipper Magazine for the 2012-2013 school year as per the terms cited in the attached agreement (see pages 4 – 5).

*Explanation: Through our relationship with Clipper, the district has been able to produce and distribute professional quality calendars to all district households for an average cost of \$0.33 per calendar.*

- D.      Central Complex Bathroom Renovation – to advertise and bid the renovation work needed on the bathrooms located in the High School Central Complex.

*Explanation: As approved in the Capital Projects Plan, to renovate the existing bathrooms in the Central complex area of the High School.*

- E.      Judicial Review Committee Actions as cited (see attached).

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

- A.      Employment and Change in Status of the individuals listed per the effective date for the 2011-2012 school year (see page 6).

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

Kevin P. Grego

C. Leave to the individual according to the terms listed:

Professional Employee:

Employee V2 – May 14, 2012 – end of 2011-12 school year, Family Medical

D. Retirements of the individuals listed per the effective date subject to the conditions listed in the Negotiated Agreement.

- Diane M. Baireuther, secondary teacher, effective the end of the 2011-2012 school year
- Paul Chismar, secondary teacher, effective the end of the 2011-2012 school year
- Cora Conrad, elementary teacher, effective the end of the 2011-2012 school year
- Theresa S. Hay, secondary teacher, effective the end of the 2011-2012 school year
- Theresa A. Kline, elementary teacher, effective the end of the 2011-2012 school year
- Valerie A. Korman, elementary teacher, effective the end of the 2011-2012 school year
- Linda C. Rogers, elementary teacher, effective the end of the 2011-2012 school year
- Bethany G. Rosenberg, elementary teacher, effective the end of the 2011-2012 school year
- Barbara H. Snyder, elementary teacher, effective the end of the 2011-2012 school year
- Donna B. Weidman, elementary teacher, effective the end of the 2011-2012 school year

E. Retirement of the individual listed per the effective date:

- Susan Smith, elementary support, effective the end of the 2011-2012 school year

F. Resignation of the individual listed per the effective date:

Marcia Mylin, ERA-LST, effective March 16, 2012

## ADJOURNMENT

### SCHEDULING AN APPEARANCE ON THE AGENDA

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

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

## CALENDAR DESIGN AND PRODUCTION AGREEMENT

This Calendar Design and Production Agreement is made this 21st day of March 2012, by and between **PENN MANOR SCHOOL DISTRICT** (hereinafter "Penn Manor") and **GANNETT CO., INC. d/b/a CLIPPER MAGAZINE**, a corporation (hereinafter "Clipper").

**Background.** Penn Manor has contracted with Clipper to supply the school calendar for the school years 2000-2012. As a result of the success of those projects, Penn Manor would like to engage Clipper to supply Penn Manor's school calendar for the 2012-2013 school year. Clipper is to provide products and services to accomplish the design, production and printing of calendars of similar size and page count as the 2011-2012 school calendar.

IN CONSIDERATION of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:

1. Clipper shall be responsible for the design, production and printing of Penn Manor's annual school calendar for 2012-2013.
2. Penn Manor shall be responsible for providing Clipper with all of the school-related information that Penn Manor desires to have included in the calendar within the time frames established by Clipper. Penn Manor shall review one or more proofs of the school calendar and shall be solely and fully responsible for determining the accuracy and completeness of all information contained in the school calendar including, without limitation, the dates and locations of school events and reproduction of school policies and procedures. Penn Manor shall designate one representative who shall be responsible for providing all requested information and approvals to Clipper.
3. Clipper shall bear the primary economic risk of designing, producing and printing the school calendar and therefore shall receive a substantial portion of the economic benefit or Revenue from the school calendar. However, Penn Manor shall pay to Clipper \$2,500 upon delivery of the calendars. Further, if Revenue exceeds \$16,500 for any school calendar, Clipper shall pay to Penn Manor ten percent (10%) of the Revenue received over \$16,500. If Revenue is not at least \$10,500 from any school calendar, Penn Manor shall pay to Clipper the difference between \$10,500 and the Revenue received. The word "Revenue" shall mean all proceeds received by Clipper from the sale of advertising in each school calendar and all other proceeds received by Clipper from the inclusion of material in the school calendar or sale of any school calendars.
4. The school calendars will be distributed free of charge to all students, teachers and staff of Penn Manor. Accordingly, Clipper shall print a minimum of 10,000 school calendars or such number as Penn Manor reasonably requests in order to

distribute a free calendar to each of the teachers, staff and students as well as a reasonable number of extra copies.

5. Penn Manor has requested that Clipper order enough extra school calendars so that every home in the school district receives one via the mail. Penn Manor hereby engages Clipper to order such additional school calendars and arrange for them to be mailed to every home in the Penn Manor School District. In addition to any other amount that might become due under this Agreement, Penn Manor shall pay to Clipper a fee for printing of calendars in excess of the 10,000 referenced in item 4 (currently expected to be 7,500 additional school calendars). Clipper will notify Penn Manor of the fee at least fifteen (15) days in advance of Clipper ordering the extra school calendars. In addition, Penn Manor shall pay to Clipper the postage and mailing costs for school calendars to be sent to every home in the school district, commonly referred to as ink jet and mail costs by printers. All amounts due under this Section 5 shall be paid within thirty days after Clipper sends an invoice to Penn Manor.

6. Neither party may terminate this Agreement unless there is a material breach of the Agreement by the other party which breach is not cured within sixty (60) days after written notice of the breach is received by the breaching party.

IN WITNESS THEREOF the parties have executed this Calendar Design and Production Agreement under seal on the date first above written.

PENN MANOR SCHOOL DISTRICT:

CLIPPER MAGAZINE:

By: \_\_\_\_\_  
Dr. Michael Leichliter, Superintendent of Schools

By: \_\_\_\_\_  
Ian G. Ruzow, Publisher

By: \_\_\_\_\_  
Dr. Richard Frerichs, President of Board of School Directors

## Support Staff Personnel Action Items

Board Action	Last Name	First Name	Position	Building	Hours per Day	Days per Year	Rate	Status	Total Overall Daily Hours	Notes
4/2/2012	* ROHRER	CANDY	FOOD SERVICE	MARTIC	5.00	180	\$ 9.02	Permanent	5.00	Effective 3/26/2012
4/2/2012	* GOSHAW	BRIAN	ERA-LST	MANOR MIDDLE	0.50	181	\$ 9.90	For the 2011-12 School Year Only	6.50	Effective 3/19/2012
4/2/2012	* LEHR	KAREN	ERA-LST	HAMBRIGHT	5.00	181	\$ 11.27	For the 2011-12 School Year Only	5.00	Effective 3/26/2012

NOTE: All new hires and transfers must successfully complete a 60 working day probationary period

\* signifies a change in status