

Agenda – Committee of the Whole  
Penn Manor School District  
Monday, August 6, 2012  
Manor Middle School – Board Room

**EXECUTIVE SESSION**

6:20 Personnel  
6:40 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, August 20, 2012 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES: July 16, 2012  
<http://www.pennmanor.net/boardminutes/>

CITIZEN’S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

**Item 1.**  
(7:15 – 7:25)

**LCA Articles of Agreement** – Ms. Wert

**Approval for Placement on the August 6 School Board Meeting  
Agenda**

*Explanation: Ms. Wert will review the proposed changes for the Lancaster County Academy Articles of Agreement*

**Item 2.**  
(7:25 – 7:35)

**PSBA Legislative Policy Council Delegates** – Dr. Frerichs

**Approval for Placement on the August 6 School Board Meeting  
Agenda**

*Explanation: Dr. Frerichs will seek interested board members to serve as delegates for the upcoming October PSBA meeting.*

**Item 3.**  
(7:35 – 7:50)

**Discussion of Board Room Location** – Dr. Frerichs and Dr. Leichliter

**Information Only**

*Explanation: A discussion will be held reviewing the July meeting location in the Manor library and the board's wishes for future use of that site.*

**Item 4.**  
(7:50 – 8:00)

**Organizational Chart** – Dr. Leichliter

(See pages 3 – 5)

**Information Only**

*Explanation: Dr. Leichliter will discuss the changes to the district organizational chart due to the hiring of a new Assistant Superintendent.*

**Item 5.**  
(8:00 – 8:10)

**RFP for Banking Service** – Mr. Johnson

**Approval for Placement on the August 20 School Board Meeting Agenda**

*Explanation: As part of the School Board's five year cycle, the administration is recommending approval in pursuing proposals for banking and investment services.*

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.

**Mike Lechliter**  
Superintendent

**Cheryl Shaffer**  
Asst. Superintendent  
Secondary Ed.

Secondary  
Principals &  
Programs

Athletics Co-  
Curricular

Board Secretary

Public Relations

**Vickie Hallock**  
Supervisor of Elementary  
Education

Elementary  
Principals &  
Programs

Library Services

Academic Support  
Services

Title I

**Theresa Kreider**  
Director of Student  
Support Services

Special Education

Social Workers

Health Services

ESL

Gifted Services

**Chris Johnston**  
Business  
Manager

Buildings Grounds  
& Construction

Business Services

Food Services

Payroll/Benefits

Transportation

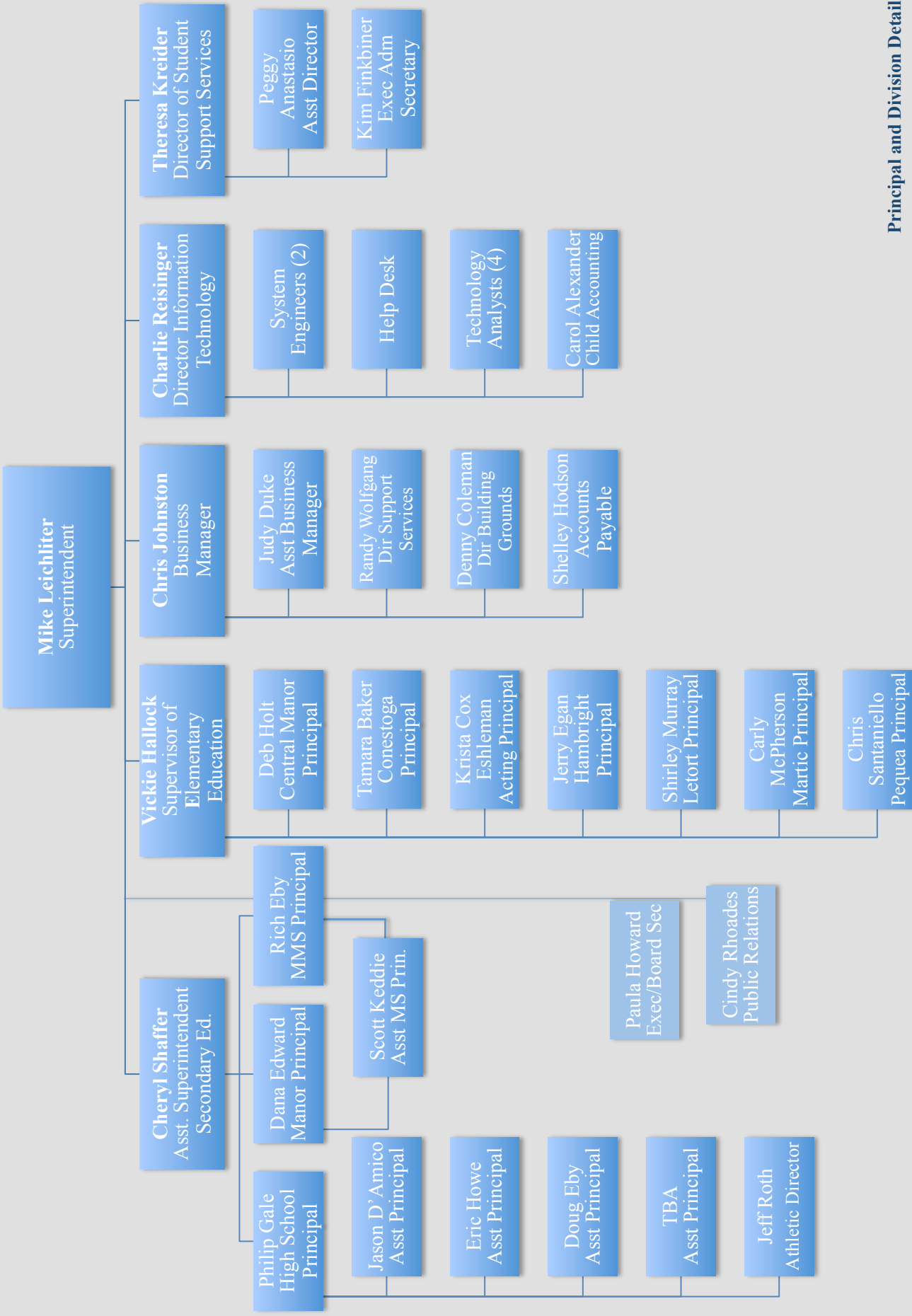
**Charlie Reisinger**  
Director of Information  
Technology

Child Accounting  
& PIMS

Instructional Tech  
Programs

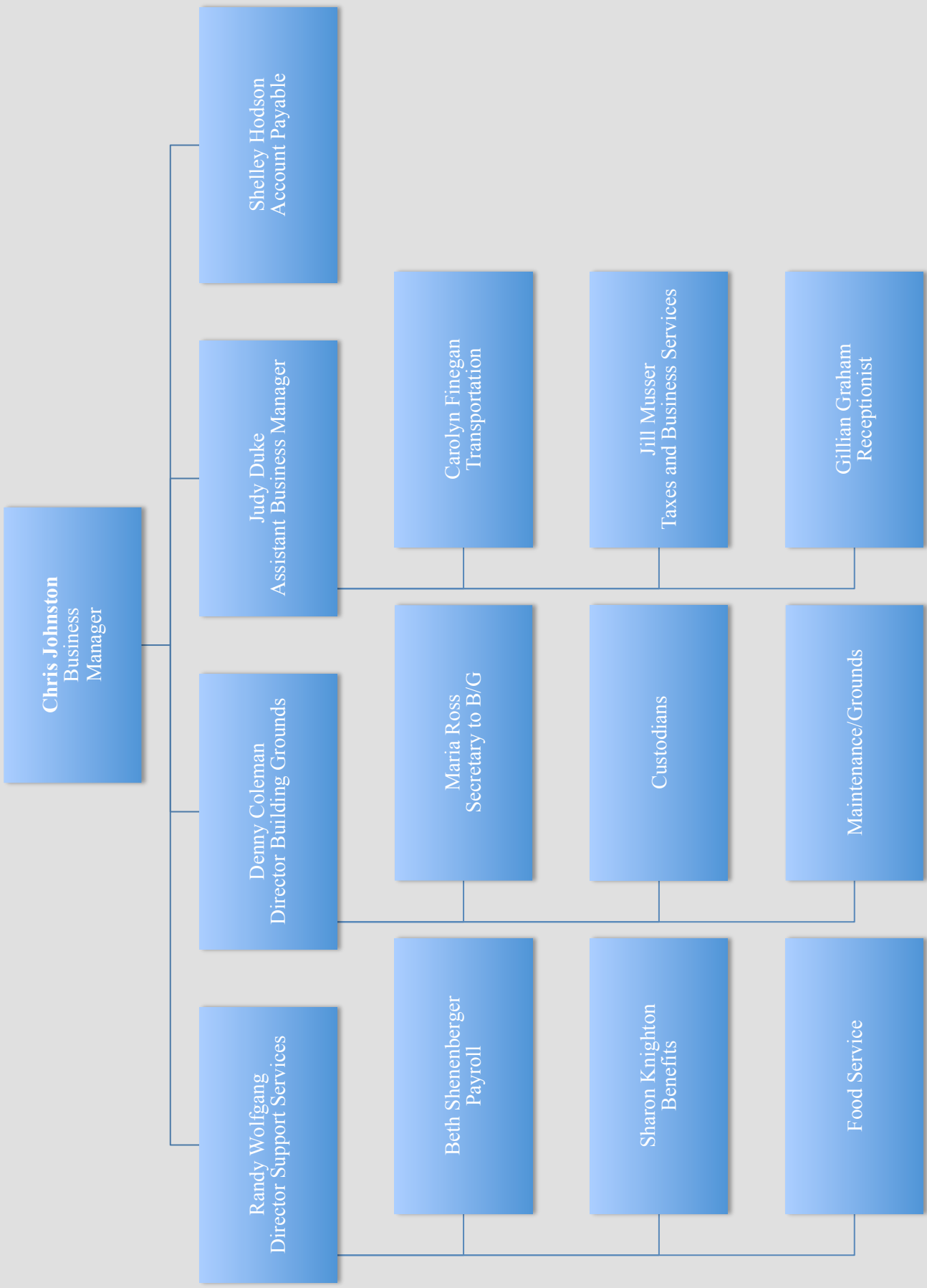
IT Operations

ERATE &  
Telecommunications



**Principal and Division Detail**

Business Office Detail





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

- A.    Dual Enrollment with Lancaster General College of Nursing & Health Sciences
- B.    Awarding of Bids for milk, yogurt, fruit drinks and iced tea to Turkey Hill Dairy and the bid for ice cream to Turkey Hill Dairy as per the attached bid tabulation (see page 15).  
  
Explanation: Approval of annual bid for items used by the food service operations. The bid was tabulated by the Food Service Director and is presented to the board with his recommendation.
- C.    CAFCO Bids Vendors for 2012 - 2013

Feeser's	\$299,715.20
Sysco	\$301,521.40

*Explanation: CAFCO is the annual IUI3 food services bid.*
- D.    Central Manor Change Orders, FS Mechanical totaling \$57,511.70 as summarized on the attachment (see page 16).
- E.    Construction Bidding and Administrative Services Proposal, Traffic Planning and Design, Inc. totaling \$4,800.00 for services connected with the Comet Field Roadway Improvement and Trail Project as summarized on the attachment (see page 17 - 18).
- F.    Agriculture Tuition Student from the School District of Lancaster for the 2012-2013 school year  
          Damon Camacho
- G.    Lancaster General Hospital Drug Screening Contract for the 2012-2013 school year (see pages 19 - 23)

*Explanation: The fees have remained the same since the 2009-2010 school year.*

**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 2012-2013 school year (see pages 24 – 25)
- B.    Resignation of the individual listed per the effective date:
  - Ashley Thomas, secondary math teacher, effective August 15, 2012
  - Diane V. Bounds, high school librarian, effective August 19, 2012
  - Susan C. Baldrige, secondary English teacher, effective August 19, 2012
  - Kristen Herr, elementary health room tech, effective August 1, 2012
- C.    Substitute Teachers within the school district until such time that either the school district or the individual would opt to have their name deleted from the substitute teacher list (see page 26).

D. Leaves to the individuals according to the terms listed:

Professional Employee:

B12 – Family Medical, November 19, 2012 – February 10, 2013

B13 – Family Medical, September 4 – November 26, 2012

B14 – Family Medical, October 8 – December 30, 2012

B15 – Family Medical, September 18 – December 10, 2012

Child Rearing, December 11, 2012 – January 21, 2013

B16 – Family Medical, August 27 – September 30, 2012

E. Seasonal Weight Room to provide coverage for the weight room at the rates cited below.

Matthew Willard – 88 scheduled summer weight room hours at \$23.20 per hour

Matthew Willard – 114 scheduled fall weight room hours at \$23.20 per hour

Matthew Willard – 120 scheduled winter weight room hours at \$23.20 per hour

Matthew Willard – 134 scheduled spring weight room hours at \$23.20 per hour

*Explanation: This represents the same number of hours and rate as the 2011-2012 school year.*

F. Team Training Hours to provide up to 100 hours of weight room athletic team training for the 2012-2013 school year at the rate cited below.

Matthew Willard– up to 100 weight room athletic team training hours at \$23.20 per hour

*Explanation: This represents the same number of hours and rate as the 2011-2012 school year.*

G. Speed Training Hours to provide up to 30 hours of speed training for the 2012-2013 school year at the rate cited below.

Matthew Willard – up to 30 speed training hours at \$23.20 per hour

*Explanation: This represents the same number of hours and rate as the 2011-2012 school year.*

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

Betty Van Arsdale, food service, Pequea Elementary, effective August 24, 2012

## ADJOURNMENT

### SCHEDULING AN APPEARANCE ON THE AGENDA

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- 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.

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- Vulgar, abusive, obscene, profane language, defamatory remarks will not be permitted.

**Articles of Agreement for  
Establishment and Operation of the  
Lancaster County Academy**

THESE ARTICLES OF AGREEMENT made and entered into this 30th day of May, 1993, by and between the following school districts of Lancaster County, Pennsylvania, which are parties signatory hereto : Columbia Borough School District, Conestoga Valley School District, Donegal School District, Eastern Lancaster County School District, Elizabethtown Area School District, Hempfield School District, Lampeter-Strasburg School District, Manheim Central School District, Manheim Township School District, Penn Manor School District, Solanco School District and Warwick School District, (hereinafter "Member District/Agency ), all situate in Lancaster County, Pennsylvania, each of which has caused these Articles of Agreement to be executed by the President or Vice-President and to be attested by the Secretary or Assistant Secretary of its Board of School Directors, and the seal of such School Directors affixed hereunto;

WITNESSETH:

WHEREAS, the said member districts have agreed to establish a comprehensive Joint High School designed to meet the needs of students who have dropped out of school or are unable to effectively function in the traditional school setting; and

WHEREAS, it is contemplated that the Joint High School will be housed in facilities provided by one or more of the Member Districts and /or other facilities to be leased; and

WHEREAS, it is contemplated that all Member Districts will share in the cost of establishing such a Joint High School and that ,thereafter, the expense of providing personnel and educational supplies will be financed by charges paid by member districts based on average daily membership and by tuition charges paid by or otherwise funded with respect to adult students twenty-one (21) years of age or older.

NOW THEREFORE, it is agreed between and among the respective Member Districts as follows :

## ARTICLE I

1.1 **Establishment, Name and Purpose** The member districts, parties hereto, acting in concert, do hereby establish a Joint High School to be known as "Lancaster County Academy", to be operated for the benefit of secondary school pupils ( from sixteen (16) to twenty-one (21) years of age), who are residents of one of the Member Districts. It is agreed that the Lancaster County Academy shall be operated on a full-time basis in accordance with Section 1327 of "the School Code of 1949" as amended (minimum - 180 days) and shall provide the necessary related academic and general education program. Additionally, adult residents of Lancaster County who are twenty-one (21) years of age or older may be enrolled after the acquisition of specific funds for that purpose.

1.2 **Definitions** For the purpose of this agreement, the following definitions shall be used in the interpretation of this agreement:

(a) "Joint School Board" shall mean the boards of school directors of all the Member Districts acting jointly.

(b) "Joint Committee" shall mean the committee contemplated under Section 1707 of the "School Code of 1949", as amended.

(c) "Member Board" shall mean the Board of School Directors of a respective Member District which is party to this agreement.

(d) "Member District" shall mean each school district, which is a party to this agreement, and may be any additional school district subsequently admitted to this agreement.

(e) "Joint High School" shall mean a joint school, to be designated as the Lancaster County Academy.

(f) "School -aged students" shall mean students between the ages of sixteen (16) and twenty-one (21) years of age.

1.3 **Effective Date and Term** This agreement shall become effective as of July 1, 1993, subject to approval by the Department of Education and shall remain in effect until terminated by action of a majority of the Joint School Board and a majority of the member districts.

## ARTICLE II

2.1 **Member districts** Member Districts shall be entitled to the benefits and privileges and subject to the responsibilities set forth in this agreement.

2.2 **Addition of New Member Districts** Any public school district, located in Lancaster County and not one of the initial Member Districts, which later elects to become a Member District, shall contribute to the cost of the Joint High School, an amount established by the Joint Committee and shall make such further annual payments on account of other obligations as shall be established at the time of admission. A vote of two-thirds of the Joint Committee shall be needed to admit new member districts.

2.3 **Withdrawal of Member Districts** Any Member District may withdraw from participation in this agreement as of June 30 of any year, provided that written notice is given to the Joint Committee no later than the preceding January 1. A withdrawing Member District shall not be responsible for any costs incurred subsequent to the June 30 withdrawal date, but shall be responsible for its proportionate share of all costs incurred prior to the June 30 withdrawal.

### ARTICLE III

3.1 **Joint Board** Subject to the delegation set forth below, the Joint School Board is hereby charged with the ultimate responsibility for establishing and operating the Lancaster County Academy and is hereby vested with all the powers and responsibilities granted to joint school boards by the applicable provisions of the School Code.

3.2 **Approval of Annual Budget / Election of Treasurer** The Joint School Board shall, by meeting or mail ballot conducted in May or June of each year : (a) adopt an annual school budget; and (b) elect, from the treasurers of the Member Districts, one who shall act as the treasurer of the Lancaster County Academy for a period of one (1) year and to whom the contributions of each Member District shall be payable. It is understood and agreed that the initial approval of the annual budget and election of the treasurer may not be able to be accomplished in May or June of 1993, but should be accomplished as soon as possible. Approval of the budget shall be by a majority of the Joint School Board,

3.3 **Delegation of Authority** The Member Districts delegate to a committee hereby created and to be known as the "Joint Committee", the operation, administration and management of the Joint High School within the limits of the approved budget to the extent permitted by law. It is intended by this paragraph to delegate to the "Joint Committee" , all powers granted to the Joint School Board to the extent permitted by law. The composition of the "Joint Committee" shall be as set forth in Article IV.

## ARTICLE IV

4.1 **Joint School Committee** There is hereby established a joint school committee as provided by Section 1707 of the School Code. It shall be known as the Joint Committee and shall operate, administer and manage the Joint High School within limits of the approved budget to the extent permitted by law. It shall be the further duty of the Joint Committee to keep Member Districts advised from time to time as the Member Districts may require on all matters affecting the operation, administration and management of the Joint High School including, but not limited to, personnel policies and employment, curriculum, student activities, physical plant conditions and requirements, budgetary requirements, and such other matters respecting the Joint High School as may be requested by the Member Districts from time to time.

4.2 **Membership of the Committee** Each Member District shall, at its organizational meeting in December, elect one of its members to serve on the Joint Committee. In addition to the election of a regular member of the Joint Committee, each Member District shall elect one of its members as an alternate member. In the absence of the regular member at any Joint Committee meeting, the alternate member shall at that meeting have all the powers and duties of the absent regular member. The Joint Committee members and alternates, so elected, shall serve for a one year term commencing at the organizational meeting of the Joint Committee. It is contemplated that member Boards will elect their first members to the Joint Committee during the month of June, 1993. The Joint Committee shall have the authority to appoint other individuals or organizational representatives to serve on the Joint Committee as ex-officio, non-voting members.

4.3 **Organization of the Committee** The initial organizational meeting of the members of the Joint Committee shall be held within thirty (30) days of the ratification of this agreement by all of the Member Districts, but, in no event later than July 30, 1993. Subsequent organizational meetings of the Joint Committee shall be held annually in the month of December. At such organizational meetings, the Joint Committee shall choose from its members a President and Vice-President and Secretary, each to serve until the next organizational meeting. The secretary may or may not be a member of the Joint Committee. The officers elected shall serve, ex-officio, as the officers of the Joint School Board. The Treasurer of the Joint School Board shall be elected as set forth in Section 3.2 above.

4.4 **Vacancies of the Committee** Vacancies in membership of the Joint Committee shall be filled by the electing Member District for the unexpired term of any member who resigns, or who has ceased to be a school director of the electing district. The Member District may replace its member of the Joint Committee if said member shall fail to attend two (2) successive meetings of the Committee without valid excuse.

4.5 **Meetings of the Committee / Voting** The Joint Committee shall meet, at such time and place, as may be determined by a vote of the members at the annual organizational meeting. The meetings of the Joint Committee shall be in public, subject to the right to conduct executive sessions when appropriate, pursuant to the provisions of the Public Meeting ("Sunshine") Law. Public notice of all meetings shall be given as provided by the School Code and other applicable law. The agenda, minutes and proceedings of all meetings shall be mailed to all members of the

Joint Committee; however, the procedures shall not prevent discussion or action on matters not on the agenda. A quorum shall consist of a majority of the Joint Committee and the affirmative action of the Committee shall require a majority vote of the Joint Committee on all matters, not just those subjects set forth in Section 508 of the School Code.

## ARTICLE V

5.1 **Capital Expenditures** Capital expenditures, if any, made in connection with the establishment and operation of the Joint High School shall be borne by the Member Districts on an equal basis (prorated based on the number of Member Districts). "Capital expenditures shall mean all expenses of the school which would be considered "capital expenses" under generally accepted accounting principles. Whether or not an expense is a capital expenditure will be determined based on the nature of the expense, not the category under which it is placed in the budget on the books of the Joint High School. Notwithstanding the foregoing general definition, the following specific items shall be deemed to be capital expenditures: all rentals payable under any lease for space used by the school, and any debt service payments. In the event of any questions concerning whether an expense is a "capital expenditure", the independent public accounting firm which regularly audits the books of the school shall make the determination as to whether the expense is a "capital expenditure" and such determination shall be conclusive and binding on all Member Districts.

5.2 **Depositories** The Joint Committee shall meet the responsibilities imposed upon boards of school directors of school districts with reference to school depositories and school funds as found in Sections 621, 622, 623, 624, and 625 of the School Code.

## ARTICLE VI

“6.1 Current Expenditures Current expenditures and costs of operation of the Joint High School shall be borne by the Member Districts on an equal basis (pro rata based on the number of Member Districts). This rule is based on the understanding that an equal number of student openings are allocated to each Member District. There shall be two qualifications to this rule concerning the allocation of current expenditures: (a) A Member District is permitted to transfer to another Member District one or more of the student openings allocated to the Member District. In the event a transfer occurs, any compensation by the Member District receiving an additional opening shall be paid directly by the Member District transferring the student opening. (b) Adult students (21 years of age or older) may attend based on tuition charges in such amounts as established by the Joint Committee.”

6.2 Payment of Shares Expenses having been provided for in a budget, each Member District shall pay its share of expenses at such times and in such installments as may be requested by the Joint Committee.

7.1 Tuition Students Whenever the Joint Committee finds that all resident school-aged pupils of Member Districts seeking enrollment at the Joint High School have been enrolled in the program, and additional spaces remain for further enrollment in the programs of the Joint High School, adults may be enrolled on a tuition basis. Such tuition may be paid directly by the student or may be funded, in part or in whole, through federal or state grant monies or other sources.

## ARTICLE VIII

8.1 **Financing and leasing** The Member Districts authorize the Joint Committee to enter into agreements on behalf of the Member Districts to lease, equip and operate facilities for the Joint High School, within the limits of the approved budget .

## ARTICLE IX

9.1 **Employment of Personnel** The Committee shall employ or contract all needed professional and non-professional staff to administer, supervise, direct and coordinate such programs as the Joint Committee may institute lawfully.

9.2 **Superintendent of Record** The Joint Committee shall appoint a Superintendent of Record for the Joint High School for such length of term and amount of compensation as the Committee may determine. The Superintendent of Record shall be the superintendent from a Member District.

9.3 **Solicitor** The Joint Committee may appoint a solicitor and shall fix the terms of compensation for such solicitor.

## ARTICLE X

10.1 **Joint School Board Voting Procedure** All actions of the Joint School Board shall be by a majority of the members of the Joint School Board either in convention or by mail ballot. All votes shall be duly recorded and individual votes recorded. Any changes to this document must be approved by all Member Districts.

10.2 **Execution by Separate Counterparts** Each Member District may execute a separate counterpart of this document in which event this document shall be effective when all Member Districts have signed a counterpart of this document and a copy of the document and the signatures of all Member Districts have been delivered to all Member Districts.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have caused these Articles of Agreement to be signed by the respective Presidents and attested by the representative Secretaries and their corporate seal affixed, as of the day and year first hereinabove written.

ATTEST: Penn Manor School District

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

## BID TABULATION

### Milk and Drinks Bid-Turkey Hill

Price Table	Regular Price	200 Quart Price
Unflavored whole milk-1/2 pint	.2515	.2460
Low-fat Chocolate milk(1%)-1/ 2 pint	.2531	.2476
Skim Chocolate milk-1/2 pint	.2431	.2376
Unflavored skim milk-1/2 pint	.2301	.2246
Unflavored 1% milk-1/2 pint	.2358	.2303
Yogurt-6 oz.	1.00	1.00
Iced tea drinks-16 oz	.335	.335
½ pint orange drink, iced tea, lemonade	.190	.190

### Ice Cream Bid-Turkey Hill, Jack & Jill

Price Table	Weight of Product	Turkey Hill Price per doz	Jack & Jill * Price per doz
Nut Cone	4 oz.	4.475	4.50
Chocolate Éclair	3 oz.	5.28	3.53
Cookies/Cream Cone	3 oz.	9.91	4.325
Snicker Bar	4 oz.	11.76	8.00
StrawberryShortcake	3 oz.	5.51	3.53
Ice Cream Sandwich	4 oz.	3.70	3.00
Vanilla Foam Cup	4 oz.	3.75	3.175
Chocolate Foam Cup	4 oz.	3.75	3.175
Fudge Bar	3 oz.	4.13	3.355
Orange Cream Bar	3 oz.	3.97	3.28
Twin Pop, assorted	3 oz.	2.47	2.645
Ice Cream Bar	3 oz.	4.45	3.705
		\$63.15	\$46.27 *

\*Additional Requirement of \$150 minimum order per delivery

# CENTRAL MANOR CHANGE ORDERS

CONTRACTOR	CHANGE ORDER NUMBER	AMOUNT Add (Deduct)	CHANGE ORDER NUMBER	DESCRIPTION
FIRST STATE SHEET METAL	5	\$ (641.19)	5.1	(\$641.19) Delete all work associated with spray booth in art room removed from scope
FIRST STATE SHEET METAL	6	\$ 1,000.00	6.1	\$1,000.00 Furnish labor & materials to revise ductwork in Phase 2 classrooms
FIRST STATE SHEET METAL	7	\$ 56,732.14	7.1	\$56,732.14 Furnish labor & materials for additional work associated with geo-thermal well field changes
FIRST STATE SHEET METAL	8	\$ 420.75	8.1	\$420.75 Furnish labor & materials for additional work associated with well field changes site work and grass



PROPOSAL ADDENDUM 1  
ADDITIONAL SERVICES  
CONSTRUCTION BIDDING AND ADMINISTRATIVE  
SERVICES PROPOSAL

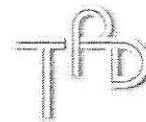
DATE: July 26, 2012  
CLIENT: Denny Coleman – Penn Manor School District  
PROJECT NAME: Comet Field Roadway Improvement and Trail Project  
Lancaster Township, Lancaster County, PA  
TPD PROJECT MANAGER: Dan Altman  
TPD PROJECT NUMBER: PENM.F.00001

EXPLANATION FOR ADDITIONAL SERVICES

TPD's original proposal was predicated upon the assumption that the Bidding and Contract Documents would be prepared based on construction of the entire project. The Bidding and Contract Documents were completed per the original budget. Through conversations and meetings with Penn Manor School District, Lancaster Township, and PennDOT, it was decided that the Comet Field Roadway Improvement and Trail Project would be separated into two separate construction projects (Phase I and Phase II), with Phase II being bid as an add/alternate construction project. Therefore, the Bidding and Contract Documents required revisions to incorporate this change. The following additional work tasks outline the changes necessary for completion of the revised Bidding and Contract Documents:

ADDITIONAL WORK TASKS

1. Re-estimation of construction item quantities to separate them into Phase I and Phase II quantities.
2. Revisions to the Bidding and Contract Documents to incorporate Phase II of the project as an add/alternate bid.
3. Revisions the project bidding and construction schedule and incorporation into the Bidding and Contract Documents



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4. Preparation of the project revision request letter, dated June 4, 2012, and associated plan, for submission to Lancaster Township.
  5. Revisions to the approved Highway Occupancy Permit (HOP) plans for an HOP amendment which corresponds with the revised project construction phases and Bidding and Contract Documents.
  6. Preparation for and attendance at project construction meeting with PennDOT on July 16, 2012.
  7. Additional project coordination.

### ESTIMATED COST

Net increase (excluding expenses) resulting from this Change of Scope: \$4,800.

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## AUTHORIZATION – PROPOSAL ADDENDUM 1

PROCEED WITH ADDITIONAL WORK TASKS AS PROPOSED

Name (Please Print): \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Please retain one copy for your file and forward the executed copy to TPD via email or facsimile (610-326-9410).

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The terms of the original 4/6/12 Construction Bidding and Administrative Services proposal will apply to this addendum.

**LANCASTER GENERAL HEALTH  
OCCUPATIONAL MEDICINE  
RANDOM POOL AGREEMENT  
2012-2013**

**Penn Manor School District** (hereinafter referred to as "the District") hereby agrees to participate in a random drug testing pool for its students participating in athletics and co-curricular activities, as well as those who volunteer to participate in the program. This random pool, to be called "Lancaster General Hospital Occupational Medicine/Penn Manor School District Pool" (hereafter "The Pool"), will be administered by Lancaster General Hospital Occupational Medicine, 2110 Harrisburg Pike, Suite 21, Lancaster, PA 17604-3200 (hereafter "LG Health"), which will also provide Medical Review Officer (MRO) services.

**I. Responsibilities of the District**

- A. It is the responsibility of the District to determine and include only its students subject to the drug screening policy (hereafter "the Policy").
- B. The District will provide to LG Health the list of students eligible to be entered into the Pool with the following demographic information:
  - 1. Student name
  - 2. Student ID number.
  - 3. School
- C. The District will provide to LG Health the name(s) of the individuals within the District who serve as a Designated Employer Representative(s) (DER) and who may be contacted regarding the random selection and the right to be notified of and/or receive the testing results. Information provided should include both the primary and alternate DER's along with their telephone and confidential FAX numbers.
- D. It is understood that the notification to the District of students selected is confidential and that the authorized contact persons shall not disclose the names of the students selected for testing to any non-authorized individuals prior to notifying the student of his/her selection to be tested.
- E. The District will ensure that the students report for testing on the date determined by the District, which will be provided by the District no later than the time of notification of the students selected for testing. If a student is absent on the day of testing, one of 5 alternately selected students will be tested.
- F. The District will notify LG Health of any eligible student status changes *as soon as they occur* and *no later than the deadline date of the current selection period*. Such changes include, but are not limited to the following:
  - 1. Terminated students to be removed from the Pool; and/or

*Confidential*

2. Students who are on an extended absence such as vacation, illness, injury, etc. As long as there is a reasonable expectation that the student will be returning to school the student shall remain in the Random Pool. The notification of the extended absence is necessary to adjust the number of selections to meet the annual testing percentage requirement.
  3. Newly enrolled students.
- G. The District will provide an updated list of its students by the deadline date of the current selection period. A \$5.00 fee per student may be assessed for alternate selections required due to the failure of the school to provide an updated student list prior to the monthly selections.
- H. If requested to do so by the MRO, the District will make a reasonable attempt to contact a parent who has not responded to the MRO's attempts to discuss a student's controlled substances test result. The District will provide the MRO with written evidence of its attempts to contact the parent/guardian in writing.
- I. The District shall pay LG Health for services within the scope of this agreement and agrees to accept final responsibility for payment of the services. Services may include any charges incurred for providing testimony in court or deposition.
- J. The District agrees that LG Health, its MRO, physicians, employees or agents assume no responsibility for maintaining or enforcing the District's controlled substance policy.
- K. The District will assure that student and parent consent forms are executed and are on file.

## **II. Responsibilities of LG Health**

- A. All testing performed by LG Health will be conducted in accordance with federal regulations.
- B. LG Health will be responsible for the selection of the students to be random tested as follows:
1. LG Health will conduct random selections in compliance with the District's Drug Screening Policy.
  2. The list of names of students to be tested shall be randomly selected, computer-generated and confidential.
  3. The testing frequency will be mutually determined by LG Health and the District's Superintendent during the school year. The District's Superintendent will decide upon testing dates.
  4. The list of students selected for the School will be provided to the District's DER marked "*Confidential*".

*Confidential*

- C. The scope of MRO services include, but are not limited to the following:
  - 1. Review of drug screening results in accordance with the District's Policy.
  - 2. Contacting the donor's parent and/or guardian if necessary to discuss the results of any positive test. This contact may include a request to the District by the MRO to contact the donor on his/her behalf.
  - 3. The MRO will forward a final result for each controlled substance test in accordance with the District's Policy.
- D. LG Health and/or MRO will maintain all records in accordance with the District's Policy.
- E. LG Health will provide annual statistical summaries for the Pool.

### **III. Miscellaneous Provisions**

- A. This Agreement does not constitute a contract of employment. The relationship of LG Health to the District created by this Agreement is that of an independent contractor. The District and LG Health further agrees that LG Health's MRO(s), physicians, employees or agents shall not be considered to be employees of the District.
- B. Indemnifications
  - 1. LG Health agrees that it shall indemnify and defend the District, its officers, directors, employees or agents from all claims, demands, actions or other proceedings asserted or commenced against them by any person or entity arising from the negligent or intentional acts of LG Health in the performance of any service under this Agreement.
  - 2. Without waiving any immunity provided to the District under The Political Subdivision Tort Claims Act, The District agrees to indemnify and defend LG Health from all claims, demands, actions or other proceedings asserted or commenced against them by any person or entity arising from the negligent or intentional acts of the District, its officers, employees or agents in the performance of any service under this Agreement, whether or not acting within the scope of their authority.
- C. Neither the District nor LG Health shall assign or transfer its obligations or rights in this Agreement without the written consent of the other. Nothing herein shall be construed as giving rights or benefits herein to anyone other than the District or LG Health.
- D. If during the term or any subsequent term of this Agreement there is a significant change(s) in the requirements of the District's Policy affecting the contracted services covered under this Agreement or the contracted services are significantly affected as the result of other regulatory changes or changes mandated by federal, state, or local law, both parties agree to re-negotiate the services and fees.

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- E. The responsibilities, obligations, and liabilities shall survive the term of this Agreement.

#### **IV. Fee Schedule**

- A. See Attachment I. Fee Schedule, for all pricing.
- B. LG Health reserves the right to review prices and adjust them to reflect its general pricing policies from time-to-time.

#### **V. Term**

- A. This Agreement shall be in effect for a period of one year from the date of execution. Either party may terminate the Agreement with a 30-day written notice to the other party sent via certified mail, with a copy also sent by regular mail. The 30- day period will commence with the post-mark date of the certified article and/or the post-mark date of the notification sent via regular mail, whichever comes first.
- B. Both parties may terminate the Agreement by mutual consent and waive the 30-day period only if all District students selected prior to the mutual agreement to terminate have been tested.
- C. LG Health may terminate the Agreement for non-payment of services at any time upon written notice to the District of its intentions to terminate the Agreement following a good faith effort to collect payment. If the Agreement is terminated under these conditions, the 30-day period will be considered to be waived.
- D. Either the District or LG Health may either terminate the Agreement for non-compliance if either party fails to perform its responsibilities under this Agreement.
- E. Notification of termination of the Agreement will be addressed as follows:

- 1. To LG Health:

Attention: Manager  
Lancaster General Occupational Medicine  
2110 Harrisburg Pike - Suite 21  
P.O. Box 3200  
Lancaster, PA 17604-3200

- 2. To District:

Attention: Superintendent  
Penn Manor School District  
P.O. Box 1001  
Millersville, PA 17551

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**VI. Execution of Agreement**

Intending to be legally bound, the District agrees to enter into the Lancaster General Hospital Occupational Medicine Random Substance Abuse Testing Program with LG Health. The Agreement will commence on the date the Agreement is endorsed by the LG Health. Both parties agree to abide by the terms of the Agreement as evidenced by the signatures below:

By District:

\_\_\_\_\_  
Date Signature, Authorized Representative

By Lancaster General:

\_\_\_\_\_  
Date Signature, Authorized Representative

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## Attachment I. Fee Schedule

Set up of collection area before each random tasting session	\$25.00
Travel Time for nurse(s)	\$32 per hour
5-Panel urine Drug Screen (Includes specimen collection, lab testing and MRO function.)	\$41.00 each
5-Panel Rapid Urine Drug Screen (Negatives) Confirmation Test for Non-Negative Specimen (Includes specimen collection, lab testing and MRO function.)	\$30.00 \$25.00
8-Panel Urine Drug Screen (Includes specimen collection, lab testing and MRO function.)	\$41.00
Retesting specimen if there is a challenge on a positive test result	\$65.00
Nurse's hourly fee	\$30.00

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PENN MANOR SCHOOL DISTRICT

August 6, 2012 Board Agenda

New employees and change in status [\*] for the 2012-2013 school year:

Beaver, Kathleen L. – secondary professional employee, full-time, permanent position, Masters' Degree, no experience, Step 1, \$44,566, pending receipt of required certification/documents. Assignment: Earth/Space Science Teacher/Penn Manor High School

*Katie graduated with a BS in biology from Millersville University in 2006. She earned a Masters' Degree from Penn State University in Cellular and Molecular Biology in 2011. Katie has successfully served in the Penn Manor School District as an extended day-to-day substitute at the high school during the spring semester of the 2011-2012 school year. Katie served six years in the Pennsylvania Army National Guard from 2000 to 2006.*

Eby, Douglas\* – Stipend of \$10,594 for additional administrative duties for the 2012-2013 school year. Assignment: Assistant Principal, Penn Manor High School [change from 50% Assistant Principal/50% Teacher]

Golden, Jamie L. – secondary professional employee, full-time, long-term substitute, first semester, B.S. +12 Degree, no experience, Step 1, \$40,987 [\$20,384.84 prorated 90 days plus 4 in-service days], pending receipt of required documents. Assignment: Chemistry Teacher/Penn Manor High School

*Jamie graduated from Penn State University with a BS in Chemistry in May 2010. She earned her teaching certificate from Millersville University in December 2011. Jamie is a volunteer at the Lancaster Science Factory and has recently completed a summer camp program with children ages 6-10.*

O'Connor, Dorina A.\* -- Stipend of \$5,191 for administrative duties for the 2012-2013 school year. Assignment: 50% Acting Assistant Principal/50% Teacher, Penn Manor High School [change from 100% Mathematics Teacher]

Vinson, Daryn C.\* – secondary professional employee, full-time, permanent position, [change from elementary professional employee, Grade 6 Teacher/Central Manor Elementary], pending receipt of required certification. Assignment: Mathematics Teacher/Manor Middle School

Daryn transfers from elementary to secondary level and replaces a teacher resignation at middle school.

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
8/6/2012	GOCHNAUER	BETH	FOOD SERVICE SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 8/6/2012
8/6/2012	TORBERT	DENISE	FOOD SERVICE SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 8/6/2012
8/6/2012	AULT	MARGARET	ERA-LST	HAMBRIGHT	5.00	181	\$ 9.90	For the 2012-13 School Year Only	5.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	BEATTIE	ELIZABETH	ERA-LST	MANOR MIDDLE	6.00	109	\$ 9.90	For the 2012-13 School Year Only 3 days per week	6.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	DAILY	TRIA	ERA-LST	PEQUEA	6.00	109	\$ 9.90	For the 2012-13 School Year Only 3 days per week	6.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	DUNN	DEIDRE	ERA-LST	PEQUEA	6.50	181	\$ 10.17	For the 2012-13 School Year Only	6.50	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	GARRETT	JEAN	ERA-LST	MARTIC	2.50	181	\$ 10.44	For the 2012-13 School Year Only	5.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	GREEN	MARSHA	ERA-LST	PEQUEA	6.00	145	\$ 9.90	For the 2012-13 School Year Only 4 days per week	6.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	HISS	STARLA	ERA-LST	PEQUEA	5.00	181	\$ 10.44	For the 2012-13 School Year Only	5.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	LEHR	KAREN	ERA-LST	PEQUEA	5.00	181	\$ 11.57	For the 2012-13 School Year Only	5.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	LONG	MICHELLE	ERA-LST	MANOR MIDDLE	5.00	181	\$ 9.90	For the 2012-13 School Year Only	5.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	LYON	TERESA	ERA-LST	PEQUEA	6.00	109	\$ 9.90	For the 2012-13 School Year Only 3 days per week	6.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	MCCOMSEY	AMANDA	ERA-LST	MANOR MIDDLE	6.00	72	\$ 9.90	For the 2012-13 School Year Only 2 days per week	6.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	NOEL	PAMELA	ERA-LST	MANOR MIDDLE	5.00	181	\$ 10.17	For the 2012-13 School Year Only	5.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	PAYNE	BEULAH	ERA-LST	CENTRAL MANOR	5.00	109	\$ 9.90	For the 2012-13 School Year Only 3 days per week	5.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	SCHLEGEL	REBECCA	ERA-LST	MANOR MIDDLE	5.00	181	\$ 9.90	For the 2012-13 School Year Only	5.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year
8/6/2012	STEVENS	TRACY	ERA-LST	HAMBRIGHT	3.00	181	\$ 9.90	For the 2012-13 School Year Only	3.00	Effective 8/27/2012 Enrollment Related - 2012-13 School Year

NOTE: All new hires and transfers must successfully complete a 90 working day probationary period

\* signifies a change in status

Substitutes for August 6, 2012 Board Approval

Nadine	H.	Abowitz	Joanne	L.	Huber
Matthew	M.	Adams	Mary	K.	Iovino
Breanna	L.	Alba	Candice	S.	Kehoe
Melissa	L.	Alexander	Lisbeth	P.	Kelley
Jillian	S.	Almoney	Leni	D.	Kerekgyarto
Reuben	W.	Andreessen	Julianne	A.	Keys
Robert	W.	Arrick	Jenni	R.	Kirkley
Amy	R.	Auchter	Donald	L.	Krow
Cameron	W.	Aument	Ryan	M.	Landgraff
Sara	E.	Behney	Janice	D.	Lauris
Courtney	R.	Bender	Scott	M.	Lingo
Emily	A.	Bowers	Rebekah	S.	Long
Lori	A.	Bradley	Tina	M.	Loose
Christine	C.	Brubaker	Wendy	A.	Lutz-Terry
Hillary	J.	Buckwalter	Dianne	L.	Malcomb
Melissa	A.	Carpenter	Judith	K.	Mitchell
Elizabeth	D.	Clippinger	Keith	P.	Moody
Shannon	L.	Cox	Courtney	D.	Nielsen
Angela	M.	Crook	Theresa	M.	Nimo
Laura	M.	Day	Tammi	S.	Onuschak
Derek	L.	Denlinger	Margaret	A.	Peart
Karen	B.	Donaldson	Nancy	J.	Pechiro
Meagan	A.	Dougherty	Sandra	J.	Peifer
Catherine	A.	Douts	Anita	F.	Ratcliffe
Danielle	M.	Dreisbach	Kelly	M.	Rohrer
Jeannette	L.	Eddowes	Mary	E.	Romanello
Heidi	W.	Enck	Kristi	E.	Sellers
Vicki	L.	Fafel	Jennifer	F.	Shetromph
Jean	M.	Farrell	Heather	E.	Springer
Mary	K.	Ferris	Kelly	M.	Springer
Craig	T.	Fish	Daniel	S.	Stauffer
Jennifer	A.	Forney	Eva	G.	Strawser
Kristina	L.	Frank	Lisa	M.	Suydam
Deborah	K.	French	Nicole	L.	Tarapchak
Jamie	L.	Friedman	H. Grant		Troop
Lorena	S.	Glenn	Patricia	A.	Vernon
Jennifer	L.	Grimm	Jessica	L.	Walters
Alison	N.	Group	Justine	P.	Webster
Jeffrey	A.	Heiney	Brittany	C.	Wendler
Carol	E.	Henson	Lucille	K.	Wenger
Stephanie	J.	Hersh	Stacey	E.	Winter
Hilari	A.	Hinnant	Bret	D.	Young