

Agenda – Committee of the Whole
Penn Manor School District
Monday, March 18, 2013
Manor Middle School – Board Room

DINNER

5:00

EXECUTIVE SESSION

5:15

Superintendent's Evaluation

6:30

Personnel

COMMITTEE OF THE WHOLE

(7:00)

CALL TO ORDER:

Mr. Long

NEXT MEETING:

The next scheduled meeting of the Penn Manor School Board will be held on Monday, April 1, 2013 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES:

March 4, 2013

<http://www.pennmanor.net/boardminutes/>

STUDENT REPORT:

Sarah Evarts and Jenn Adams

CITIZEN'S COMMENTS:

Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

Item 1.

(7:15 – 7:35)

Revised Job Descriptions – Mrs. Sugra

(see enclosure)

Approval for Placement on April 1 School Board Meeting Agenda

Explanation: As part of her doctoral program, Mrs. Sugra has been updating Penn Manor School District job descriptions. She will be presenting her first series of updates this evening.

Item 2.
(7:35 – 8:00)

Facilities Committee Report - Mrs. Friedman

Information Only

Explanation: An update will be made regarding the Facility Committee meeting held on March 12, 2013 including recommendations in reference to the use of funds from the pending sale of Millersville Commons as well as direction for Pequea renovations.

Item 3.
(8:00 – 8:30)

One-to-One Committee Update/Recommendation - Mr. Reisinger

Approval for Placement on April 1 School Board Meeting Agenda

Explanation: The board previously requested that a teacher/administrative committee, including a board liaison, be formed to consider one-to-one technology options. The committee has concluded their work and has drafted a recommendation that will be presented.

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.

Agenda – School Board Meeting
Penn Manor School District
Monday, March 18, 2013
Manor Middle School – Board Room
At Conclusion of the Committee of the Whole

CALL TO ORDER: Mr. Long

MOMENT OF SILENCE Mr. Long

FLAG SALUTE: Mr. Rintz

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, April 1, 2013 following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES: March 4, 2013
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

TREASURER’S REPORT: February 2013

PAYMENT OF BILLS: February 2013
<http://www.pennmanor.net/blog/category/tr/>

General Fund	\$	2,504,789.98
Cafeteria Fund	\$	143,032.91
Capital Reserve Fund	\$	4,963.47
Technology Capital Reserve	\$	122,634.95
Student Activity Fund	\$	18,590.84

Item 1. **Review of School Board Meeting Agenda** – Mr. Long

Item 2. **Consent Agenda for Administrative Actions** – The administrative staff is recommending approval of the following: (ROLL CALL)

- A. Tax Exoneration as cited (see page 5).
- B. Budget Transfers listed on Penn Manor’s web page (<http://www.pennmanor.net/tr/>).
- C Second Reading of Policies:
 - #113.2 – Positive Behavior Support
 - #113.4 – Confidentiality of Special Education Student Information
 - #249 – Bullying/Cyberbullying
 - #302 – Employment of Superintendent/Assistant Superintendent
 - #308 – Employment Contract/Board Resolution
 - #312 – Performance Assessment of Superintendent/Assistant Superintendent
 - #333 – Professional Development
 - #609 – Investment of District Funds
 - #806 – Child/Student Abuse
 - #818 – Contracted Services
- D. Contract with Franklin & Marshall College for the 2013 Penn Manor High School Commencement (see enclosure).

Explanation: Commencement will be held at F&M for the third consecutive year. Total costs will again be shared with Hempfield School District who will be holding their commencement on the night following Penn Manor’s graduation.

- E. Farm Lease Agreement – The lease of 23 acres of farm land to Mr. Clifford Charles at the rate of \$250.00 per acre or \$5,750.00 for the period of April 1, 2013 through March 31, 2014 as per the attached (see pages 6 – 8).

Explanation: This is an annual renewal of a farm lease agreement for property behind Manor Middle School which is owned by Penn Manor School District.

- F. Farm Lease Agreement – The lease of 21 acres of farm land to Mr. Clifford Charles at the rate of \$250.00 per acre or \$5,250 for the period of April 1, 2013 through March 31, 2014 as per the attached (see pages 9 – 11).

Explanation: This is an annual renewal of a farm lease agreement for additional property behind Manor Middle School recently purchased by Penn Manor School District. The total acreage has been reduced due to the construction of the Hambright Elementary Building and athletic fields.

Item 3. 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 page 12).
- B. Resignation of the individual listed below per the effective date:
Anastasia K. Marmer, secondary math teacher, effective August 19, 2013
- 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 (*pending receipt of required paperwork).
Krysten V. DeHoff
Ashley L. Harmon*
Marcus R. Jaeger
Timothy J. Kraynak
Micki R. Peifer
- D. Leaves to the individuals according to the terms listed:
Professional Employees:
Employee B49, Family Medical, February 13 – 21, 2013
Employee B50, Designated Family Medical, January 28 – March 5, 2013
- E. Tenure for the individual listed as she has completed the requirement of three years of satisfactory teaching performance with the school district.
Lee H. Jordan

Explanation: Professional employees in the Commonwealth of Pennsylvania acquire tenure after satisfactory teaching performance for three years (statutorily designated period).
- F. Athletic Worker for the 2012-2013 school year:
Josh Tucker
- G. Spring 2012-2013 Athletic Coaches as listed (see page 13).

Explanation: Spring coaches were approved on February 19th. Adjustments and revisions are highlighted on the revised attachment.
- H. Yearbook Stipends – approval for Manor Middle School Yearbook Advisor pay for the 2012-2013 school year:

Deron Gue	\$1,158.75 (revised)
Jon Bittenbender	\$ 228.00 (new)
Mike Brown	\$ 228.00 (new)

Explanation: Two new advisors will share duties for the remainder of the school year.

- I. Retirement of the individual listed below per the effective dates:
Paula E. Howard, School Board Secretary, effective June 30, 2013
Paula E. Howard, Executive Administrative Secretary, effective August 6, 2013

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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PENN MANOR SCHOOL DISTRICT - March 18, 2013						
BILL NO.	NAME	PARCEL ID	REASON	ASSESSMENT CHANGE	TAX DOLLARS LOST	
2009 REAL ESTATE TAX EXONERATION						
2010 REAL ESTATE TAX EXONERATION						
2011 REAL ESTATE TAX EXONERATION						
2012 REAL ESTATE TAX EXONERATION						
MANOR TOWNSHIP						
41009-3-571	BLUMENSHINE, BARBARA	4109854230313	TAX SALE	\$ 35,100.00	\$ 558.44	
41010-3-565	BLUMENSHINE, BARBARA	4109854230313	TAX SALE	\$ 35,100.00	\$ 577.75	
41011-3-569	BLUMENSHINE, BARBARA	4109854230313	TAX SALE	\$ 35,100.00	\$ 585.82	
41012-3-578	BLUMENSHINE, BARBARA	4109854230313	TAX SALE	\$ 35,100.00	\$ 595.65	

FARM LEASE

PENN MANOR SCHOOL DISTRICT ("Landlord") hereby leases to CLIFFORD CHARLES ("Tenant") +/- 23 acres of tillable ground, located in Manor Township, Lancaster County, Pennsylvania within the property known and numbered as 493 Donnerville Road ("Property") upon the following terms and conditions:

1. **Use.** The tillable acreage shall be used for the cultivation and growing of crops and for no other purposes. All farming shall be conducted in accordance with the best accepted agricultural practices. The Property shall be returned to Landlord upon expiration of the Lease in at least as good and fertile condition as now exists. Tenant acknowledges that his use of the Property is subject to the right of Abram and Nancy Fisher to possession, use and occupancy of the dwelling house, garage, barn and that portion of the Property on which the dwelling house is located containing approximately 3 acres ("Farmhouse Tract").

2. **Term.** This Lease shall be for a term of one year beginning April 1, 2013, and ending March 31, 2014. This Lease shall automatically renew on an annual basis unless either Landlord or Tenant, at least 60 days prior to the expiration of the then existing term, notifies the other that the Lease will terminate at the expiration of the existing term.

3. **Rental.** Tenant shall pay Landlord rent in the amount of \$5,750.00 per year, which amount shall be due upon signing of this Lease. The lease amount was calculated using a rate of \$250.00 per acre for a total of 23 acres (26.3 acres less the Farmhouse Tract).

4. **Landlord's Rights.** In event Landlord shall require the Property (or any portion of the Property) for the Landlord's uses during the term of this Lease, then Landlord may enter upon and use such portion the property (or the entire Property) which is required by Landlord. Landlord shall compensate Tenant for any damage to Tenant's crops by reason of such reentry in an amount equal to the fair market value of the crops damaged by Landlord. Except for damage to Tenant's crops caused by Landlord, Landlord shall not be responsible for any losses to Tenant's crops or equipment.

5. **Tenant's Responsibilities.**

(a) Tenant shall pay for any utilities used in connection with Property.

(b) Tenant shall utilize all reasonable means to prevent flooding, washing and gulying on the Property.

(c) Tenant shall maintain (i) insurance on all crops on the Property and (ii) general liability, bodily injury and property damage insurance against claims for bodily injury, death or property damage occurring on, in or about the Property with limits of not less and \$1,000,000 for bodily injuries or death and \$100,000 for damages to property. The general liability insurance shall name as insured Landlord and Tenant as their interests may appear.

6. **Subletting.** This Lease may not be assigned nor the Property sublet by Tenant without the Landlord's prior written consent, which consent can be withheld for any reason.

7. **Indemnification.** Tenant shall be solely responsible for all matters relating to Tenant's use of the Property and Tenant shall indemnify and hold harmless Landlord, and Landlord's directors, officers, employees and agents, from all court costs, claims and expenses, including attorneys fees and costs, arising from or relating to any act or omission of Tenant.

8. **Events of Default.** If Tenant shall (i) fail to pay any rent or other sum required to be paid by Tenant hereunder as and when due or (ii) fail to perform any of Tenant's obligations pursuant to this Lease not requiring the payment of money and such failure shall continue for ten (10) days after notice to Tenant of such failure, such failure shall constitute an event of default under this Lease and Landlord shall have the right to terminate this Lease and evict Tenant from the Property.

9. **Landlord's Remedies.** Upon the occurrence of any Event of Default, Landlord at Landlord's sole option shall have the right to exercise any or all of the remedies set forth in this Lease, all of which shall be cumulative and in addition to any and all rights and remedies now or at any time hereafter provided at law or in equity. The exercise of any one or more remedies provided herein shall not act as a waiver of or

preclude exercise of any other right or remedy of Landlord.

10. **Compliance.** Tenant shall comply with all applicable laws, ordinances, rules and regulations with respect to the Property and Tenant's use of the Property, whether such laws, ordinances, rules and regulations are now in force or may hereafter become effective.

Intending to be legally bound Landlord and Tenant execute this Lease this 19th day of March, 2012.

Landlord

By: _____

Tenant

FARM LEASE

PENN MANOR SCHOOL DISTRICT ("Landlord") hereby leases to CLIFFORD CHARLES ("Tenant") +/- 21.0 acres of tillable ground, located in Manor Township, Lancaster County, Pennsylvania within the parcel of land located on the south side of Charlestown Road ("Property") upon the following terms and conditions:

1. **Use.** The tillable acreage shall be used for the cultivation and growing of crops and for no other purposes. All farming shall be conducted in accordance with the best accepted agricultural practices. The Property shall be returned to Landlord upon expiration of the Lease in at least as good and fertile condition as now exists.

2. **Term.** This Lease shall be for a term of one year beginning April 1, 2013, and ending March 31, 2014. This Lease shall automatically renew on an annual basis unless either Landlord or Tenant, at least 60 days prior to the expiration of the then existing term, notifies the other that the Lease will terminate at the expiration of the existing term.

3. **Rental.** Tenant shall pay Landlord rent in the amount of \$5,250.00 per year, which amount shall be due upon signing of this Lease. The lease amount was calculated using a rate of \$250.00 per acre for a total of 41 tillable acres.

4. **Landlord's Rights.** In event Landlord shall require the Property (or any portion of the Property) for the Landlord's uses during the term of this Lease, then Landlord may enter upon and use such portion the property (or the entire Property) which is required by Landlord. Landlord shall compensate Tenant for any damage to Tenant's crops by reason of such reentry in an amount equal to the fair market value of the crops damaged by Landlord. Except for damage to Tenant's crops caused by Landlord, Landlord shall not be responsible for any losses to Tenant's crops or equipment.

5. **Tenant's Responsibilities.**

(a) Tenant shall pay for any utilities used in connection with Property.

(b) Tenant shall utilize all reasonable means to prevent flooding, washing and gulying on the Property.

(c) Tenant shall maintain (i) insurance on all crops on the Property and (ii) general liability, bodily injury and property damage insurance against claims for bodily injury, death or property damage occurring on, in or about the Property with limits of not less and \$1,000,000 for bodily injuries or death and \$100,000 for damages to property. The general liability insurance shall name as insured Landlord and Tenant as their interests may appear.

6. **Subletting.** This Lease may not be assigned nor the Property sublet by Tenant without the Landlord's prior written consent, which consent can be withheld for any reason.

7. **Indemnification.** Tenant shall be solely responsible for all matters relating to Tenant's use of the Property and Tenant shall indemnify and hold harmless Landlord, and Landlord's directors, officers, employees and agents, from all court costs, claims and expenses, including attorneys fees and costs, arising from or relating to any act or omission of Tenant.

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10. **Compliance.** Tenant shall comply with all applicable laws, ordinances, rules and regulations with respect to the Property and Tenant's use of the Property, whether such laws, ordinances, rules and regulations are now in force or may hereafter become effective.

Intending to be legally bound Landlord and Tenant execute this Lease this 18th day of March, 2013.

Landlord

By: _____

Tenant

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
3/18/2013	* HOFFER	KAREN	ERA -LST	MANOR MIDDLE	3.00	181	\$ 9.90	For the 2012-13 School Year Only	3.00	Effective 4/8/2013 Enrollment Related - 2012-13 School Year
3/18/2013	MEDINA	KARIE	SUPPORT STAFF SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 3/18/2013

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

* signifies a change in status

SPRING 2013 ATHLETIC COACHING CONTRACTS

Sport	Coach	Title	Salary Schedule	Actual Salary	Variance
Track	Art Morris	Head Varsity	6,089	2,406	(3,683)
	Joe Herman	Assistant	3,146	4,540	1,394
	Lauren Finn	Assistant	3,146	2,000	(1,146)
	Dan Massey	Assistant	3,146	3,146	-
	Alie Girvin	Assistant	3,146	2,750	(396)
	Janna Richards	Assistant	3,146	1,000	(2,146)
	Tom Simpson	Assistant	3,146	2,750	(396)
	Dan Myers	Assistant	3,146	2,820	(326)
	Bob Miller	Assistant	-	2,600	2,600
	John Young	Assistant	-	2,170	2,170
	Anthony Abrams	Assistant	-	679	679
	Deron Gue	Assistant	-	1,250	1,250
	Ben Schober	Volunteer	-	-	-
Total for Track			28,111	28,111	-
Boys Tennis	Vickie Miller	Head Varsity	4,236	4,236	-
	Brittney Miller	Volunteer	-	-	-
Total for Boys Tennis			4,236	4,236	-
Boys Volleyball	Chris Telesco	Head Varsity	5,428	5,428	-
	Tim Joyce	Assistant	3,553	3,553	-
Total for Boys Volleyball			8,981	8,981	-
Softball	Dave Stokes	Head Varsity	5,428	5,428	-
	Frank Bulter	Asst. to Varsity	3,553	3,250	(303)
	Cathy Riggs	Assistant	3,146	2,600	(546)
	Jason Curtis	Assistant	3,146	2,100	(1,046)
	Bob Graybill	Assistant	-	1,895	1,895
	Lance Bauer	Volunteer	-	-	-
Total for Softball			15,273	15,273	-
Baseball	Jim Zander	Head Varsity	5,428	5,023	(405)
	Streeter Stuart	Asst. to Varsity	3,553	2,700	(853)
	Andy Zook	Assistant	3,146	2,050	(1,096)
	Dean Kroesen	Assistant	3,146	3,100	(46)
	Steve O'Neill	Assistant	-	2,400	2,400
	Sheldon Witmer	Volunteer	-	-	-
Total for Baseball			15,273	15,273	-
Boys Lacrosse	Ken Snyder	Head Varsity	5,428	4,000	(1,428)
	Dan Lyons	Asst. to Varsity	3,535	3,000	(535)
	Zac Charles	Assistant	3,146	2,554	(592)
	Erick Dutchess	Assistant	-	2,555	2,555
	Chris Snyder	Volunteer	-	-	-
Total for Boys Lacrosse			12,109	12,109	-
Girls Lacrosse	Jenn Forney	Head Varsity	5,428	5,428	-
	Brittany Wendler	Asst. to Varsity	3,535	3,341	(194)
	Aleigh Clark	Assistant	3,146	3,340	194
	Jenna Boyd	Volunteer	-	-	-
Total for Girls Lacrosse			12,109	12,109	-
Total For Spring Sports 2010-2011			96,092	96,092	-