

Agenda – Committee of the Whole
Penn Manor School District
Tuesday, April 18, 2017
Manor Middle School – Board Room

EXECUTIVE SESSION

5:00 Personnel (Administrative Compensation Committee Meet and Discuss)
6:35 Student Matter (Attendance Exceptions - Items #3A & 3B)
Personnel (Review of Items #4B)

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, May 1, 2017 at 7:00 p.m. in the Board Room of the Manor Middle School.

ANNOUNCEMENT: An Executive Session was held prior to the Committee of the Whole Meeting for the purpose of discussing student matters and personnel as detailed above.

ROLL CALL:

APPROVAL OF MINUTES: April 3, 2017
<http://www.pennmanor.net/boardminutes/>

STUDENT REPORT: Victoria Martin and Jeff Taylor

CITIZEN'S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

RECOGNITION OF 2017 STATE CHAMPIONSHIP BOWLING TEAM:

Item 1.
(7:30-7:40)

Cooperative Athletic Agreement - Dr. Leichliter

Explanation: Dr. Leichliter will review information related to a new cooperative agreement with The Stone School in Lancaster. Dr. Leichliter will also introduce the headmaster from this school.

Approval for Placement on April 18, 2017 School Board Agenda

Item 2.
(7:40-8:10)

Update on High School Construction/Renovation - Dr. Leichliter and Design Team

Explanation: Dr. Leichliter will introduce the high school design team. Mr. Levato from Crabtree Rohrbaugh & Associates will then present a status on the schematic phase of the project.

For Information Only

Item 3.
(8:10-8:25)

2016-2017 Budget Quarterly Update – Mr. Johnston

Explanation: Mr. Johnston will review the 2016-2017 budget results through the first nine months of the fiscal year.

For Information Only

Item 4.
(8:25-8:40)

2017-2018 Budget Update – Mr. Johnston

Explanation: Mr. Johnston will review proposed changes to the 2017-2018 proposed budget that have been made since the proposed preliminary budget was passed in January.

For Information Only

Item 5.
(8:40-8:55)

Final Update on Superintendent Goals - Dr. Leichliter

Explanation: Dr. Leichliter will present a final report on implications related to the two Board goals for the 2016-2017 school year.

For Information Only

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
Tuesday, April 18, 2017
Manor Middle School – Board Room
At Conclusion of the Committee of the Whole

CALL TO ORDER:

MOMENT OF SILENCE: Mr. Long

FLAG SALUTE: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, May 1, 2017 following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

ANNOUNCEMENT: An Executive Session was held prior to the Committee of the Whole Meeting for the purpose of discussing student matters and personnel as detailed on the Committee of the Whole agenda.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES: April 3, 2017
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

TREASURER’S REPORT: March 2017

PAYMENT OF BILLS: March 2017
<http://www.pennmanor.net/blog/category/tr/>

General Fund	\$	6,824,471.36
Food Service Fund	\$	133,458.58
Capital Reserve Fund	\$	138,856.25
2016 Construction Fund	\$	1,049,159.56
Student Activity Fund	\$	36,895.97

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

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

A. Cooperative Athletic Agreement with The Stone School of Lancaster (see pages 4-5)

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

A. Contracted Agriculture Students for the 2017-2018 school year
Isabella Peters (School District of Lancaster)

B. Tuition-Free Senior for the remainder of the 2016-2017 School Year – Jaden Leed

Explanation: In accordance with Board Policy #202

C. Substitute Teaching Services approval of the agreement with Substitute Teacher Service (STS) to provide the District with substitute teachers from July 1, 2017 through June 30, 2020 per the attached agreement. (see pages 6-12)

Explanation: Beginning with the 2017-18 school year, contracted substitute teachers pay will increase to \$120 per day. The agreement calls for a surcharge of 33.25%.

D. Special Education Para-Professional Services approval of the agreement with Substitute Teacher Service (STS) to provide the District with special education para-professionals from July 1, 2017 through June 30, 2020 per the attached agreement. (see pages 13-18)

Explanation: Beginning with the 2017-18 school year, the contracted special education para-professional surcharge will increase to 31%.

E. Conestoga Elementary Project Change Orders - (see page 19)
Change Order 3 – Add \$28,843.89 Perrotto Builder's Ltd. (General Contractor)

*Explanation: Wall Modifications due to existing conditions (+\$12,505.73)
New Corridor Lintels per ASI 18 (\$5,501.51)
Media Blast Gym Metal Ceiling due to existing conditions (\$7,347.06)
New Corridor Lintels per RFI GC 118 (\$3,489.59)*

F. Letort/Eshleman Wiring Project Change Orders - (see page 20)
Change Order 1 – Add \$69,156.00 Gettle Inc.

Explanation: Furnish and install cabling, projectors and projector mounts needed to complete the project. (Rooms not included in the initial scope of project in error)

G. PSBA Resolution on Property Tax Shift Plan

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 2016-2017 school year (see page 21)
- B. Leaves to the individuals according to the terms listed:
Professional Employees:
Employee F45 – Family Medical - May 1, 2017 – end of 2016-2017 school year

Classified Employees:
Employee F46 – Intermittent Family Medical - March 20, 2017 – March 19, 2018
- C. Retirement of the individuals listed per the effective date:
Paul Mason, Eshleman Head Custodian, effective June 30, 2017
- D. Resignations of the individuals listed per the effective date:
Bertha LoCurto, Hambright ERA, effective 3/30/17
Brandy Bosley, Central Manor ERA, effective 3/27/17
Jenna Ioannidis, Eshleman Ready to Learn Aide, effective 4/12/17
Tina Hoefel, Dental Hygienist, effective 6/7/17
- E. Act 86 - Locally Issued Day to Day Substitute Permits for the 2016-17 school year:
Jagroo Santos
Drew Meckes
Karol Bonilla
Alexis Faro

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.
- 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.

PENNSYLVANIA INTERSCHOLASTIC ATHLETIC ASSOCIATION, INC. (PIAA)
550 Gettysburg Road, P.O. Box 2008
MECHANICSBURG, PENNSYLVANIA 17055-0708
(800) 382-1392 (717) 697-0374 FAX: (717) 697-7721 WEBSITE: www.piaa.org

PIAA MEMBER SCHOOL REQUEST FOR COOPERATIVE SPONSORSHIP OF A SPORT FORM
(Revised July 1, 2013)

Pursuant to the provisions of ARTICLE III, ATTENDANCE, Section 11, Cooperative Sponsorship of a Sport, of the PIAA By-Laws, this Form, with all applicable attachments, must be submitted by all PIAA member senior high schools participating in the agreement for a request for approval of a Cooperative Sponsorship of a Sport agreement; and **each participating school must include a check in the amount of \$50**, payable to PIAA, to cover processing and handling costs. Where such an agreement would affect the classification size of a PIAA member senior high school Team, the Form must be submitted by September 15th of any odd-numbered year to the PIAA District Committee having jurisdiction over the school, to be considered for the immediately following two-year reclassification cycle.

Name of Member School Penn Manor High School PIAA District III

Mailing Address of Member School 100 East Cottage Avenue, Millersville, PA 17551

Telephone Number of Member School (717) 872-9520

Public School District in which Member School is Geographically located: III

PIAA Member Senior High School Conditions of Cooperative Sponsorship of a Sport

- For cooperative sponsorship of a boys' sport, the male enrollment, as of the date as of which schools report their enrollments to the Pennsylvania Department of Education (PDE) of each odd-numbered year, in each of the schools but one in grades nine through eleven must be 300 students or less.

MALE enrollment as of the date as of which schools report their enrollments to PDE of the last odd-numbered year in grades:

<u>9</u>	<u>10</u>	<u>11</u>	<u>Total</u>
<u>224</u>	<u>213</u>	<u>247</u>	<u>684</u>

The combined male enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, of (a) all male students enrolled in the school with the highest male enrollment of those schools involved in the cooperative sponsorship of the boys' sport and (b) 50% of all male students enrolled in other schools participating in the cooperative sponsorship of the boys' sport, will determine the classification of the Team in that sport.

- For cooperative sponsorship of a girls' sport, the female enrollment, as of the date as of which schools report their enrollments to the Pennsylvania Department of Education (PDE) of each odd-numbered year, in each of the schools but one in grades nine through eleven must be 300 students or less.

FEMALE enrollment as of the date as of which schools report their enrollments to PDE of the last odd-numbered year in grades:

<u>9</u>	<u>10</u>	<u>11</u>	<u>Total</u>
<u>214</u>	<u>234</u>	<u>233</u>	<u>681</u>

The combined female enrollment, as of the date as of which schools report their enrollments to PDE of each odd-numbered year, of (a) all female students enrolled in the school with the highest female enrollment of those schools involved in the cooperative sponsorship of the girls' sport and (b) 50% of all female students enrolled in other schools participating in the cooperative sponsorship of the girls' sport, will determine the classification of the Team in that sport.

Name of other participating PIAA member senior high school(s), and public school district(s) in which it (they) is (are) geographically located:

The Stone Independent School (resides in Lancaster School District)

Boys' and/or girls' senior high school sport(s) requesting to cooperatively sponsor and name of host PIAA member senior high school in parenthesis:

Boys & Girls Cross Country, Boys & Girls Track & Field (Penn Manor HS)

Reason(s) for requesting cooperative sponsorship of a sport(s): The Stone Independent School would like to offer their small student body an opportunity to participate in XC & T & F for Penn Manor.

Pursuant to the provisions of ARTICLE III, ATTENDANCE, Section 11, Cooperative Sponsorship of a Sport, of the PIAA By-Laws, this Form, with all applicable attachments, must be submitted by all PIAA member junior high/middle schools, which are **NOT** located in the same public school district, participating in the agreement for a request for approval of a Cooperative Sponsorship of a Sport agreement. Each participating school's \$50 processing and handling fee must accompany this application.

PIAA Member Junior High/Middle School Conditions of Cooperative Sponsorship of a Sport

1. For cooperative sponsorship of a boys' sport, the male enrollment, as of the date as of which schools report their enrollments to the Pennsylvania Department of Education (PDE) of each odd-numbered year.

MALE enrollment as of the date as of which schools report their enrollments to PDE of the last odd-numbered year in grades:

	6	7	8	Total
	_____	_____	_____	_____

2. For cooperative sponsorship of a girls' sport, the female enrollment, as of the date as of which schools report their enrollments to the Pennsylvania Department of Education (PDE) of each odd-numbered year.

FEMALE enrollment as of the date as of which schools report their enrollments to PDE of the last odd-numbered year in grades:

	6	7	8	Total
	_____	_____	_____	_____

Name of other participating PIAA member junior high/middle school(s), and public school district(s) in which it (they) is (are) geographically located:

Boys' and/or girls' junior high/middle school sport(s) requesting to cooperatively sponsor and name of host PIAA member junior high/middle school in parenthesis:

Reason(s) for requesting cooperative sponsorship of a sport(s): _____

I hereby certify that at a meeting of the School Board of the Penn Manor _____
 Public School District or of the Board having jurisdiction over the applicant school, duly called and held on _____, the _____ day of _____, 20____, the Board duly adopted a resolution or entered
 (Day) (Date) (Month) (Year)
 into a written agreement that fully delineates the terms and conditions that pertain to cooperative sponsorship of a sport by the PIAA member school(s) involved in the agreement.

 (Signature of Public School Board Secretary or Secretary of Board having jurisdiction over member school)

 (Signature of PIAA Member School Principal)

 (E-mail address of PIAA Member School Principal)

 (Signature of Public School District, Archdiocesan, or Diocesan Superintendent)

 (Signature of PIAA Member School Athletic Director)

 (E-mail address of PIAA Member School Athletic Director)

This request was approved at a meeting of the PIAA District _____ Committee held on _____, the _____ day of _____, 20____.
 (Date) (Month) (Year)

 (Signature of PIAA District Chairman)

SUBSTITUTE TEACHER SERVICE
2901 DUTTON MILL ROAD, SUITE 200
ASTON, PA 19014

AGREEMENT

This Agreement is made this 1st day of July, 2017 by and between SUBSTITUTE TEACHER SERVICE (hereafter "STS"), a duly registered Pennsylvania corporation with a place of business at 2901 Dutton Mill Road, Suite 200, Aston, Pennsylvania, and the PENN MANOR SCHOOL DISTRICT (hereafter the "District"), a school district organized pursuant to the laws of the Commonwealth of Pennsylvania and having its administrative office at 2950 Charlestown Road, Lancaster, PA 17603.

WHEREAS, at various times the District requires the services of temporary employees to serve as substitute teachers in various schools in the District;

WHEREAS, STS is in the business of supplying temporary employees including, but not limited to, substitute teachers to schools; and

WHEREAS, STS and the District wish to enter into an agreement under which STS will supply substitute teachers to the District.

NOW, THEREFORE, for good and valuable consideration and with the intention of being legally bound, the parties to this Agreement hereby agree as follows:

1. STS will provide the District with substitute teachers to fill absences among the District's regular faculty. To lessen the administrative impact on the District of such absences, STS will provide the substitute teachers from a pool of individuals who are certified as teachers by the Commonwealth of Pennsylvania and who additionally maintain any and all other certifications required by the Commonwealth for teachers. STS will be responsible for: 1) interviewing all candidates for this pool and ensuring that they have the requisite qualifications including Act 24, Act 34, Act 114 and Act 151, 2) verification of PA teaching certifications; 3) providing Act 126 mandated training, 4) compliance of PA Act 168 for all new hires, and 5) maintaining all records (including payroll) for the substitute teachers in the pool.

2. It is hereby understood and agreed that STS is acting in the capacity of an independent contractor of District in performing the services under this Agreement, and STS is not an agent, servant, partner, joint venturer, shareholder, or employee of District. Subject to any reasonable rules and regulations established by District with regard to the performance of those services, STS shall be free to exercise STS's discretion and judgment as to the manner in which STS performs the services hereunder.

3. Each party hereto shall advise its employees that they are not the employees of the other party hereto, and are not entitled to such employment, unless and until such employees are hired by the Board of Directors of the other party hereto and they are notified in writing to that effect. In no event shall STS and District be deemed "joint employers." Each of the parties hereto is solely responsible to hire, assign, promote, discipline, and terminate its own employees.

4. STS agrees that its employees assigned to District shall follow District's policies pertaining to:

- a. Student confidentiality;
- b. Student welfare;
- c. Use of electronic devices;
- d. Unlawful harassment of students and employees;
- e. Civility;
- f. Attire and appearance;
- g. Drugs and alcohol;
- h. Weapons; and
- i. Health and safety in the workplace.

District agrees to provide all applicable policies to STS employees assigned to District.

5. As the employer of the substitute teachers in the pool, STS will maintain all requisite payroll services, FICA insurance, unemployment compensation insurance and workers' compensation insurance.

6. Insurance.

a. Unless waived in writing by District, STS shall purchase from and maintain with a reputable company or companies lawfully licensed and authorized to do business in the Commonwealth of Pennsylvania, upon such terms and conditions as are satisfactory to District, in its sole discretion, the following policies of insurance:

i. Comprehensive commercial liability insurance insuring against claims for damages resulting from bodily injury, sickness or disease of any person and claims for damages or injury to or destruction of property, and all other claims customarily covered under a comprehensive policy, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and subject to an aggregate limit of Three Million Dollars (\$3,000,000.00) per annum;

ii. Workers' compensation insurance in such amounts and upon such terms as may be required under any workers' compensation, disability benefit or other similar employee benefit Laws; and

iii. Insurance against claims of any Indemnitee pursuant to the indemnification provisions of this Agreement, subject to a limit satisfactory to District.

b. The insurance required by Subsection a. above shall include District as an additional insured and shall be in a form and with companies satisfactory to District. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Services until the date of final payment of the Fee. Certificates of insurance, evidencing the insurance required herein, shall be filed with District prior to commencement of the Services, and as otherwise requested by District (together with a certified copy of the policy, if so requested). The certificates of insurance provided to District hereunder shall provide that coverage afforded under the applicable policies will not be cancelled, modified, or allowed to expire until at least thirty (30) days' prior written notice has been given to District.

7. Indemnification of STS. To the fullest extent permitted by applicable Laws, STS shall and hereby agrees, for itself and its successors and assigns, to indemnify, hold harmless, and, if so requested, defend District and its employees, officers, directors, agents, representatives, and their respective heirs, executors, administrators, personal representatives, successors, and assigns (collectively, the "Indemnitees") from and against any and all claims, damages, losses, liabilities, suits, charges, fines, taxes, fees, penalties, orders, settlements, judgments, actions, causes of action, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) the Services set forth in this Agreement, (ii) the actions or inactions of STS and/or its employees, contractors, and agents, and (iii) the breach by STS of any agreement, covenant, representation, or warranty in this Agreement, regardless of whether any of the foregoing is caused in part by any of the Indemnitees, including, but not limited to, any responsibility for pay or play penalties or shared responsibility payments pursuant to the Affordable Care Act, the imposition of any monetary payments due and owing to PSERS,) any finding pursuant to the Internal Revenue Code or PSERS that the STS employees assigned to District pursuant to this Agreement are deemed employees of District.

8. STS is responsible to hire, supervise, and assign its employees to carry out the duties STS is contracted to perform on behalf of the District under the terms and conditions of the Agreement; provided that STS shall not assign an employee to a location over the objection of the District, unless STS determines that the basis of the District's objections are illegal, contrary to law, or otherwise impossible for being efficiently or practically implemented by STS. Further, STS agrees that the District reserves the right to reject any substitute teacher provided to cover an absence if the substitute teacher does not adequately perform the duties required

of the teacher who is absent or if it is not in the best interest of the District to have that particular substitute teacher working in a school in the District.

9. STS agrees that the substitute teachers who will be provided to the District pursuant to this Agreement shall neither accrue seniority in the District nor length of service credit for the purpose of tenure under the Public School Code of 1949, as amended, for all periods that they are employees of STS and are not on the District's payroll. The substitute teachers further shall not obtain the status of a participant in any pension program including, but not limited to, the Public School Employees Retirement Fund.

10. The District agrees that STS shall be the sole and exclusive provider of per diem substitute teachers for the term of this Agreement. The District accordingly agrees that for the term of this Agreement, the District may not and shall not obtain or use any per diem substitute teachers except for those provided by STS. District has the right to contract per-diem substitutes in the event STS fails to provide adequate coverage for the District.

11. The District and STS agree that for every substitute teacher who is provided by STS pursuant to this Agreement, the rate structure in Appendix A will apply. A half day is the minimum amount due unless the substitute teacher is rejected by the District.

12. Terms of Payment. STS shall invoice the District twice a month. Payment shall be wired to STS within five (5) business days following invoice delivery. If payment is not received by the seventh (7th) business day after invoice delivery, a 1% late fee will be assessed on all outstanding invoices and service will be interrupted.

13. The amount to be paid for each substitute pursuant to this Agreement includes STS's cost of state-mandated employer taxes, unemployment taxes and workers' compensation insurance. Should the aforementioned taxes, unemployment compensation, workers' compensation or other insurance costs increase, and STS accordingly increases the amount due under this Agreement, the District has the option of terminating this Agreement by providing thirty (30) days written notice to STS within fourteen (14) days after the increase.

14. STS shall supply an Overall Efficiency Rating report to the District by the tenth (10th) day of each month starting in October 1, 2017. Overall Efficiency Rating is defined as the percentage of vacancies that is filled by substitute teachers supplied by STS. It shall be calculated from September 1 2017 through the last complete week of each month for the term of this Agreement, except that it shall not include days on which the county in which the District is located is affected by a flood, blizzard, related natural disaster, or on which the District is involved in a job action or strike. If job action or strike would occur, District has right to contract substitutes provided by STS.

If STS fails to achieve an Overall Efficiency Rating from September 1, 2017 through June 30, 2020 of at least eighty-five (85%) percent, the District may terminate this Agreement by providing thirty (30) days written notice to STS within fourteen (14) days of receiving the final Overall Efficiency Rating report from STS.

15. Assignment and Subcontracting. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. STS shall not assign, in whole or in part, this Agreement or its rights, duties, obligations, or responsibilities hereunder without prior written consent of District, which consent may be withheld at the sole discretion of District. STS shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Agreement without the prior written consent of District, which consent may be withheld at the sole discretion of District.

16. Termination for No Cause. District and STS shall each have the right to terminate this Agreement, for any or no reason, at any time, upon no less than ninety (90) days' prior written notice thereof to the other party. Upon the delivery of written notice of termination by either party, STS shall promptly cease performance of the Services hereunder except for those Services reasonably required to transition responsibility for said Services over to District, and shall provide an accounting thereof through the termination date.

17. Any notice (which does not include invoices) required to be given pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight delivery service, to the appropriate party at the following addresses or any different address if written notice of such a change has been delivered to the other party:

STS: SUBSTITUTE TEACHER SERVICE
Jay G. Godwin, President
2901 Dutton Mill Road, Suite 200
Aston, PA 19014

District: PENN MANOR SCHOOL DISTRICT
Christopher Johnston, Business Manager
2950 Charlestown Road
Lancaster, PA 17601

18. The execution of this Agreement shall revoke and render null and void any prior agreements entered into between the parties for the provision of substitute teachers and additionally render null and void any provisions of any prior agreements, written or oral, between the parties inconsistent with this Agreement.

19. This Agreement shall be governed and interpreted by the laws of the Commonwealth of Pennsylvania.

20. This Agreement constitutes the entire agreement between the parties and shall not be modified by any oral or written representations, documents or agreements express or implied. Only a writing executed jointly by the parties to this Agreement may modify this Agreement.

21. If any provision of this Agreement is held to be invalid, this shall not affect any other provisions, which shall continue in full force and effect.

22. This Agreement may not be assigned.

23. This Agreement is effective from July 1, 2017 through June 30, 2020. This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, assigns and successors.

24. By executing this Agreement, each party acknowledges receipt of a duly executed copy.

IN WITNESS WHEREOF, the parties hereto, with the intention of being legally bound, have set their hand and seal on the day and date first set forth above.

Witness

By: _____
SUBSTITUTE TEACHER SERVICE, INC.

Date: _____

Witness

By: _____
PENN MANOR SCHOOL DISTRICT

Date: _____

SUBSTITUTE TEACHER SERVICE
2901 DUTTON MILL ROAD, SUITE 200
ASTON, PA 19014

PENN MANOR SCHOOL DISTRICT

APPENDIX A

As referenced in paragraph 11 of this Agreement, STS and the District have agreed upon the following rate structure for the term of this Agreement as outlined in paragraph 23.

All rates are per diem unless otherwise indicated.

Service Provided	Type	STS Pay Rate	District Bill Rate	Markup
Substitute Teacher	Per Diem	\$120.00	\$159.90	33.25%
Substitute Teacher Day 16+ - Consecutive Assignment	Per Diem	\$200.00	\$250.00	25%
Homebound Instructor	Hourly	\$32.00	\$42.64	33.25%
Substitute Secretary	Hourly	\$9.28	\$12.37	33.25%

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This section intentionally left blank.

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SUBSTITUTE TEACHER SERVICE
849 N. PROVIDENCE ROAD
MEDIA, PA 19063

AGREEMENT

This Agreement is made this 1st day of July, 2017 by and between SUBSTITUTE TEACHER SERVICE (hereafter "STS"), a duly registered Pennsylvania corporation with a place of business at 849 N. Providence Road, Media, Pennsylvania, and the PENN MANOR SCHOOL DISTRICT (hereafter the "District"), a school district organized pursuant to the laws of the Commonwealth of Pennsylvania and having its administrative office at 2950 Charlestown Road, Lancaster, PA 17603.

WHEREAS, the District requires the services of Special Education Aides (hereafter "Aides") during the school year in various schools in the District;

WHEREAS, STS is in the business of supplying temporary employees including, but not limited to, everyday and substitute Aides to schools; and

WHEREAS, STS and the District wish to enter into an agreement under which STS will supply everyday and substitute Aides to the District during the school year.

NOW, THEREFORE, for good and valuable consideration and with the intention of being legally bound, the parties to this Agreement hereby agree as follows:

1. Definitions: For purposes of this Agreement, the terms identified below shall have the following meanings:

a) "Aide" shall mean an individual regularly or temporarily assigned to assist in one or more teacher's classrooms during the school year while student instruction is taking place, or an individual assigned to assist a student while attending school during the school year. This definition includes a paraprofessional, as that term is defined by 22 Pa. Code § 403.5.

b) "School Year" shall mean the period of time between the opening of the District's schools in the fall of one year and the closing of the District's schools in the spring of the following year.

c) "Student instructional days" shall mean those dates during the school year when District students attend school.

2. Provision of Aides: STS shall provide the District with the everyday and substitute Aides required by the District during the school years identified in this Agreement. The District shall provide STS each school year with the name and address of each District school requiring

Aides; identify the particular Aide services required by each District school; identify the name of the teacher(s) and classroom(s) where Aides are required in each District school; identify any student requiring a one-on-one Aide; and any other information that the District believes to be relevant to fulfill the purposes of this Agreement. STS shall provide the District each school year the name, assignment and responsibilities of each everyday and substitute Aide assigned to work in the District's schools.

On a mutually agreed date prior to the end of the school year, STS and the District shall meet to discuss the District's anticipated needs for Aides in its schools for the subsequent school year. The parties shall make a good faith effort to finalize this need assessment to the extent possible 30 days prior to the start of the school year.

3. **Employer of Aides:** The parties intend for STS to be the sole and exclusive employer of all everyday and substitute Aides retained for purposes of this Agreement. As the employer of everyday and substitute Aides, STS reserves for itself the following rights and responsibilities under this Agreement:

- a) Screening, interviewing and hiring individuals to serve as Aides;
- b) Reviewing the criminal background checks and child abuse clearance statements of individuals working as Aides to comply with the Public School Code and Child Protective Services Law;
- c) Determining the starting compensation and fringe benefits of individuals hired as Aides, and any subsequent modifications of the same;
- d) Determining the qualification, school assignments and work schedules of Aides;
- e) The evaluation of Aides' work performance and the imposition of employee discipline (including dismissal from employment);
- f) Ensuring that Aides comply with any applicable state and federal laws or regulations that require credentials, certifications or training for Aides to work in the District's schools;
- g) Payment of wages owed and fringe benefits offered to Aides, and obtaining unemployment compensation and workers' compensation insurance as mandated by law; and
- h) Withholding applicable local, state and federal taxes and maintaining payroll records for Aides.

4. **STS Responsibilities:** As the employer of the everyday and substitute Aides, STS shall maintain all requisite payroll services, FICA insurance, unemployment compensation insurance and workers' compensation insurance. STS shall further provide liability insurance against malpractice or improper actions taken by its everyday and substitute Aides. STS shall also take actions to ensure the compliance of all its Aides with all state, federal or local tax requirements. STS agrees to abide by all state and federal laws and regulations applicable to the employment of everyday and substitute Aides. STS shall indemnify and hold harmless the District for any and all employer-owned taxes for Aides or other employer liabilities that stem from this Agreement.

5. **Aides Not District Employees:** STS agrees that the everyday and substitute Aides who will be provided to the District pursuant to this Agreement shall neither accrue seniority in the District nor length of service credit for the purpose of tenure under the Public School Code of 1949, as amended, for all periods that they are employees of STS and are not on the District's payroll. The everyday and substitute Aides further shall not obtain the status of a participant in any retirement program in which the District participates including, but not limited to, the Public School Employees Retirement System.

6. **District's Reservation of Rights:** STS agrees that the District reserves the right to reject any everyday or substitute Aide provided for an everyday position or to cover an absence if the individual does not adequately perform the duties required of the Aide in accordance with the District's reasonable expectations or if it is not in the best interest of the District to have that particular individual working in a school in the District.

7. **Exclusive Agreement:** The District agrees that STS shall be its sole and exclusive provider of everyday and substitute Aides for the term of this Agreement. The District accordingly agrees that for the term of this Agreement, the District may not and shall not obtain or use any everyday and substitute Aides except for those provided by STS. District has the right to contract aide substitutes in the event STS fails to provide adequate coverage for the District, or STS is in material breach of the terms of this Agreement.

8. **Payments:** The District agrees that for each everyday and substitute Aide who is provided by STS pursuant to this Agreement the following rates will apply.

All full time and substitute aides billing percentage is 31%

9. **Aide Overtime and Invoicing:** Everyday and substitute Aides will be paid only for hours worked, not including breaks and/or lunch consistent with District guidelines and the Fair Labor Standards Act. Overtime shall not be accumulated or paid unless approved in writing by a District official or District supervising authority seeking additional work time for an Aide.

Terms of Payment. STS shall invoice the District twice a month. Payment shall be wired to STS within five (5) business days following invoice delivery. If payment is not received by the seventh (7th) business day after invoice delivery, a 1% late fee will be assessed on all outstanding invoices and service will be interrupted.

10. Fee Increases: The amount to be paid for each Aide pursuant to this Agreement includes STS's cost of state-mandated employer taxes, unemployment taxes and workers' compensation insurance, which costs are respectively 7.65%, 10.65% and 2.0% of each substitute's gross wages. Should the aforementioned taxes, unemployment compensation, workers' compensation or other insurance costs increase, and as a result STS accordingly increases the amount due under this Agreement, the District has the option of terminating this Agreement within fourteen (14) days after its receipt of the notification of the fee increase. If the District elects to terminate this Agreement under this paragraph, said notification shall be effective within 30 days of its delivery date.

11. Confidentiality of Student Records: STS acknowledges that its Aides may have access to confidential student information or education records maintained by the District. STS understands and agrees that its Aides are obligated to maintain the confidentiality of such information and records in compliance with the federal Family Education Rights to Privacy Act ("FERPA") and its implementing regulations. STS and its Aides agree to not disclose to any other person except the District such information or records, unless otherwise compelled by law to do so. STS and its Aides shall return any student information or education records provided to her by the District, when such information or records is no longer necessary for the provision of services to a student or at the expiration or termination of this Agreement.

12. PPACA: STS agrees that if it is considered an "applicable large employer" under the Patient Protection and Affordable Care Act, Public Law 111-148 of 2010 (the "Act") and the Regulations promulgated thereunder, it will offer to all full-time employees working 30 or more hours per week and their dependents healthcare benefits as required under the Act and the Regulations promulgated thereunder. STS agrees to indemnify and hold harmless the District for any taxes, penalties or liabilities incurred by the District for STS's failure to comply with this paragraph, the Act and the Regulations.

13. Breach of Contract: If either party believes that the other party is not fulfilling its obligations as contemplated by this Agreement, that party shall notify the other in writing of such alleged noncompliance and the proposed course of action to rectify any such noncompliance. The other party shall respond in writing to any "non-compliance" letter within ten (10) days and specifically advise what steps, if any, were, or are being, taken in response to that letter. In the event that the alleged noncompliance is not resolved satisfactorily, each party reserves their respective rights to terminate this Agreement with thirty (30) days' advance written notice being

given to other party of such termination, and pro-rated accounting shall occur of any monies that may be owed to, or refunded by, parties under the Agreement.

In addition, the District retains the right to terminate this Agreement immediately if the District determines that STS has failed to comply with any federal, state or local law, rule or regulation while providing services under this Agreement.

14. Relationship of the Parties: STS and the District are separate and distinct entities and the relationship created by this Agreement is not intended to create a joint venture or common enterprise. STS and its employee, contractors or agents performing services contemplated by this Agreement are not employees or agents of the District. STS will not hold itself out as, nor claim to be, an officer or employee of the District as a result of this Agreement, nor will STS make any claim of right, privilege or benefit which would accrue to a District employee under law.

15. Notices: Any notice (which does not include invoices) required to be given pursuant to this Agreement shall be in writing and shall be sent by facsimile, electronic communication, or by an overnight delivery service, to the appropriate party at the following addresses or any different address if written notice of such a change has been delivered to the other party:

STS: SUBSTITUTE TEACHER SERVICE
Jay G. Godwin
P.O. Box 37
Media, PA 19063
Facsimile number: (610) 566-8857
E-mail address: j.godwin@thesubservice.com

District: PENN MANOR SCHOOL DISTRICT
Chris Johnston, Business Manager
2950 Charlestown Road
Lancaster, PA 17603
Facsimile number: (717) 872-9505
E-mail address: chrisj@pennmanor.net

16. Prior Agreements: The execution of this Agreement shall revoke and render null and void any prior agreements entered into between the parties for the provision of substitute teachers and additionally render null and void any provisions of any prior agreements, written or oral, between the parties inconsistent with this Agreement.

17. **Governing Law:** This Agreement shall be governed and interpreted by the laws of the Commonwealth of Pennsylvania.

18. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and shall not be modified by any oral or written representations, documents or agreements express or implied. Only a writing executed jointly by the parties to this Agreement may modify this Agreement.

19. **Severability:** If any provision of this Agreement is held to be invalid, this shall not affect any other provisions, which shall continue in full force and effect.

20. **No Assignment:** This Agreement may not be assigned.

21. **Term:** This Agreement is effective from July 1, 2017 through June 30, 2020. This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, assigns and successors. This Agreement may be extended for an additional one-year period, provided both parties agree in writing to do so. Any extension shall be at the same terms and conditions, plus any approved changes.

22. **By executing this Agreement, each party acknowledges receipt of a duly executed copy.**

IN WITNESS WHEREOF, the parties hereto, with the intention of being legally bound, have set their hand and seal on the day and date first set forth above.

Witness

By: _____
SUBSTITUTE TEACHER SERVICE, INC.

Date: _____

Witness

By: _____
PENN MANOR SCHOOL DISTRICT

Date: _____



**Crabtree, Rohrbaugh & Associates
Architects**

401 East Winding Hill Road
Mechanicsburg, Pennsylvania 17055
phone: (717) 458-0272 - fax: (717) 458-0047

Contractor: Perrotto Builder's Ltd.
Address: 426 Warren Street
Address:

City, State, ZIP: Reading, PA 19601

Project : Conestoga ES
Address: Additions and Renovations

Change Order No: 3
Date: 3/31/2017

Architect's Project No: 2873

The contract is changed as follows:

Contract Type: General Construction
Contract Date: 6/21/2016

Add	\$28,843.89
Deduct	

ADD \$28,843.89 to the contract amount for the following:	
PCO #031 - Existing wall mods due to existing conditions in various locations - see backup	
Add	\$12,505.73
PCO #45 - New corridor lintels per ASI 18	Add \$5,501.51
PCO #50 - Media blast gym metal ceiling for new paint due to existing conditions	
Add	\$7,347.06
PCO #051 - New corridor lintel RFI GC 118	Add \$3,489.59

Additional Documentation Attached

This Change Order is not valid until signed by the Owner, Architect, and Contractor.

Original Contract Amount	\$ 5,940,000.00
Net Change by previous Change Orders	\$ 47,599.48
Contract Amount prior to this Change Order	\$ 5,987,599.48
Net Change by this Change Order	\$ 28,843.89
Contract Amount after this Change Order	\$ 6,016,443.37

Contract Time adjustment as a result of this Change Order 0 Days
Date of Substantial Completion as of this Change Order

Architect
Crabtree Rohrbaugh & Assoc.
401 East Winding Hill Road
Third Floor
Mechanicsburg, PA 17055

Contractor
Perrotto Builder's Ltd.
426 Warren Street
Reading, PA 19601

Owner
Penn Mnaor School District
2950 Charlestown Rd
Lancaster, PA 17603

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____



Giving business the power to grow®

Customer: Penn Manor School District
2950 Charlestown Road
Lancaster, PA 17603

Customer Site: Letort Elementary School
Eshelman Elementary School

Contact Name: Shawn Beard
Phone: 717-872-9500 x2354
Cell:
Email: shawn@penmanor.net
Change Order No.: CO#1, rev A
Project: Additional projectors for Letort & Eshelman Elementary Schools

Contact Name:
Phone:
Cell:
Email:
Proposal Date: 09/26/2016

Mr. Beard,

This change order is for the following additional work that has been requested by Penn Manor for LeTort and Eshelman Elementary Schools.

- Furnish and install Category-6 plenum rated cables for Data, HDMI, USB, and Composite AV for a total of seven (7) wall-mounted and one (1) ceiling-mounted projectors at LeTort Elementary and one (1) wall-mounted at Eshelman as per the locations that you have indicated on the drawings that you have supplied to us.
Furnish and install projectors and projector mounts for each of the indicated wall and ceiling mount locations.
This proposal includes labor, equipment and miscellaneous materials required to complete the installation.
Labor for this change order reflects current PA Prevailing Wage rates for Lancaster County, PA of the electrician category.
Sales tax is excluded from this proposal price.
The total price for this additional work is \$69,156.00, sixty nine thousand one hundred fifty six dollars and zero cents.

Please sign and return a copy of this Proposal/Agreement to authorize the commencement of the work. Please contact us if you have any questions or if we can offer any additional services.

Is project tax exempt? [X] YES [] NO (If Yes, please provide Exemption Certificate when returning this Agreement.)

Customer Acceptance:

Gettle Incorporated:

(Customer Signature)

By:

(Name & Title - Please Print or Type)

Date:

Purchase Order No. (if applicable):

(Signature)

By: Chuck Hoffman

(Name & Title - Please Print or Type)

Date: September 26, 2016

TERMS

Quotes are valid for thirty (30) days from the date of quote, unless otherwise specified in writing. The Terms and Conditions of this Proposal/Agreement are incorporated and included herein.

Table with 8 columns: JOB #, DATE, CLASS, PM, FOR GETTLE USE ONLY SHIFT, PDM\$ /DAY, PW\$ /HR

[Icons] ELECTRICAL [Icons] AUTOMATION [Icons] FIRE/SECURITY [Icons] DATA/COM [Icons] ENGINEERING/DESIGN

2745 Blackbridge Road York, PA 17406-7920 717-843-1231 717-843-2733 Gettle.com

144 Lakefront Drive Hunt Valley, MD 21030 410-329-2084 410-329-2193

Support Staff Personnel Action Items

Board Action	Last Name	First Name	Position	Building	Hours per		Days per Year	Rate	Status	Total Overall	
					Day	Year				Daily Hours	Effective
4/18/17	TORRES	MELISSA	READY TO LEARN AIDE	Eshleman	4	180	\$ 9.28	for the 2016-17 school year only	4	Effective 4/1/17	Tuesdays, Thursdays & Fridays only
4/18/17	* STRINGER	ASHLEY	10 MONTH BUILDING SECRETARY	Martic	8	205	\$ 13.57	Permanent	8	Effective 4/1/17	
4/18/17	VEITH	MAVERICK	12 MONTH CUSTODIAN	Martic/Peques	8	261	\$ 12.73	Permanent	8	Effective 4/10/17	
4/18/17	* HOAR	DAVID	12 MONTH CUSTODIAN	Mardiville MS	8	261	\$ 16.22	Building change from Conestoga	8	Effective 4/3/17	
4/18/17	* BANNER	ANGELA	CAFETERIA MANAGER	Eshleman	7	180	\$ 13.80	Permanent	7	Effective 8/24/17	
4/18/17	* CHARLES	MELISSA	CAFETERIA MANAGER	Conestoga	7	180	\$ 13.80	Permanent	7	Effective 8/24/17	
4/18/17	* CAMPBELL	LISA	ASST. CAFETERIA MANAGER	High School	8	180	\$ 14.20	Permanent	8	Effective 8/24/17	

NOTE: All new hires must pass the pre-employment drug test. New Hires & Transfer must successfully complete a 60 working day probationary period.

* signifies a change in status