

Agenda – Committee of the Whole
Penn Manor School District
Tuesday, January 3, 2017
Manor Middle School – Board Room

EXECUTIVE SESSION

6:00 Personnel (Labor Negotiations Update)
6:30 Personnel (review of voting agenda item #4B and Terms & Conditions of Employment for the Superintendent of Schools)
6:35 Student Matters (review of voting agenda item #3A)
6:40 Legal (Review of legal agreement to resolve Penn Manor School District v. C.J. – No. 16-5311)

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 Tuesday, January 17, 2017 at 7:00 p.m. in the Board Room of the Manor Middle School.

FLAG SALUTE: Students from Central Manor Elementary

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

ROLL CALL:

APPROVAL OF MINUTES: December 5, 2016
<http://www.pennmanor.net/boardminutes/>

CITIZEN'S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

Item 1. Superintendent's Quarterly Report - Dr. Leichliter
(7:15 – 7:30)

Explanation: Dr. Leichliter will review the updates in his second quarterly report of the 2016-2017 school year.

Information Only

Item 2.
(7:30 – 7:40)

Update on Cyber Charter & PM Virtual Enrollments -
Dr. Leichter & Mr. Reisinger

Explanation: Dr. Leichter and Mr. Reisinger will discuss student enrollments in both external cyber schools as well as the Penn Manor Virtual School program.

Information Only

Item 3.
(7:40 – 7:55)

Enrollment Update - Dr. Egan

Explanation: Dr. Egan will review current enrollment numbers in the elementary schools and discuss the implications.

Information Only

Item 4.
(7:55 - 8:05)

Textbook Timeline for 2016-2017 - Dr. Egan

Explanation: Dr. Egan will discuss the timeline for textbooks and anticipated purchases.

Information Only

Item 5.
(8:05 - 8:15)

Appointment of Committees – Mr. Long

Explanation: Mr. Long will review the list of committee assignments for the 2017 calendar year. He will include both board and president appointed positions.

Approval for Placement on January 3, 2017 Voting Agenda

Item 6.
(8:15 - 8:30)

Lancaster County CTC Budget – Mr. Straub & Dr. Leichter

Explanation: Mr. Straub and Dr. Leichter will present the proposed CTC budget for the 2017-2018 school year.

Approval for Placement on January 17, 2017 Voting Agenda

Item 7.
(8:30 - 8:40)

Employee Health Care Cooperative (EHCC) Amended Agreement –
Mr. Johnston

Explanation: Mr. Johnston will present proposed amendments to the EHCC agreement.

Approval for Placement on January 3, 2017 Voting Agenda

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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

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

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

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

- A. Owner’s Representative Services for the High School Renovation - Selection of Warfel Construction as per the attached agreement. (see pages 4-6)

Explanation: After completing a Request for Proposal process (RFP), Warfel Construction is the finalist for the position of “Owner’s Representative” for the upcoming Penn Manor High School Renovation/Construction process.

- B. Lancaster County Career & Technology Center Representatives appoint Chris Straub as representative to the Lancaster County Career & Technology Center and Joe Fullerton as alternate.
- C. Lancaster County Academy Representatives appoint Donna Wert as representative to the Lancaster County Academy Joint Operating committee and David Paitsel as alternate.
- D. Lancaster County Tax Collection Bureau Representative – election of Christopher L. Johnston and Judy Duke (alternate) as representatives to the Lancaster County Tax Collection Bureau.
- E. Employee Health Care Cooperative (EHCC) Amended Agreement – amended as presented.

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

- A. Judicial Review Committee Actions as cited (enclosure)
- B. JAMF Software License Agreement in the amount of \$2,512.00 for a one –year period effective January 9, 2017 (see page 7)

Explanation: The agreement is for a software management suite in use across the district network since 2007. A total of 157 staff Mac laptops are covered under this agreement.

- C. Legal agreement with family of a special education student.
- D. McCarty & Son, Inc. – HS Football Field Lighting in the amount of \$4,952.00 (see page 8)

Explanation: Replace defective light panel at high school football field

- E. Hummer Turfgrass System – JV Baseball Field in the amount of \$3,852.00 (see page 9)

Explanation: the pitcher’s mound on the JV baseball field at Comet Field needs to be rebuilt per PIAA specifications.

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 pages 10-11)

B. Leave to the individuals according to the terms listed:

Professional Employees

- Employee F27* – Family Medical - on or before February 6, 2017 – April 30, 2017
Child Rearing - May 1, 2017 – end of 2016-2017 school year
- Employee F28* – Intermittent Family Medical - December 17, 2016 – January 16, 2017
Family Medical - January 17, 2017 – January 18, 2018
- Employee F29* – Child Rearing - January 17, 2017 – end of 2016-2017 school year
- Employee F30* – Child Rearing - January 5, 2017 – end of 2016-2017 school year
- Employee F31* – Family Medical - January 24, 2017 – April 24, 2017 approximately

Classified Employees

- Employee F32* – Family Medical - October 31, 2016 – December 19, 2016 [half-days]
- Employee F33* – Family Medical - May 9, 2016 – September 4, 2016

C. Resignation of the individuals listed per the effective date:

- Cynthia M. Lonergan, High School, Social Studies teacher – effective December 16, 2016
- Joan M. Manchak, Central Manor, Learning Support teacher – effective January 13, 2017
- Dawn Pearce, Pequea Elementary, Health Room Nurse – effective December 9, 2016
- Amber Adams, Martic Elementary, Cafeteria Aide – effective December 31, 2016
- Ricky Habel, Letort Elementary, FT Custodian – effective December 23, 2016

D. Sabbatical Change

Beth A. Martin is requesting to rescind her sabbatical for second semester of the 2016-2017 school year.

E. Athletic Worker for 2016-2017

Kelly DiCamillo

F. Volunteer Listing for 2016-2017 (enclosure)

ADJOURNMENT

**REQUEST FOR PROPOSALS:
OWNER'S REPRESENTATIVE SERVICES FOR THE RENOVATION AND
CONSTRUCTION OF PENN MANOR HIGH SCHOOL**

**Part III: Written Agreement Between
Penn Manor School District and Owner's Representative**

This written agreement (the "Agreement") is between Penn Manor School District (the "School District" or "Owner") and Warfel Construction Company (the "Owner's Representative"). The foregoing parties, in exchange for mutual consideration and intending to be legally bound, hereby agree to the following terms and conditions of contract.

1. The School District engages the Owner's Representative to serve as the Owner's Representative for the renovation and construction of Penn Manor High School (the "Project").
2. The Owner's Representative shall request copies of all pertinent Project documentation and other information necessary for the Owner's Representative to perform its duties under this Agreement, and the School District shall provide any such documents and other information that is in its possession. The Owner's Representative agrees to maintain confidentiality with regard to any non-public information provided to it pursuant to this Agreement.
3. The scope of services to be provided by the Owner's Representative on the Project (the "Scope of Services") is set forth in Part II of the Request for Proposal for Owner's Representative Services for the Renovation and Construction of Penn Manor High School.
4. The Owner's Representative shall receive the following fee for providing its services, and acknowledges that such fee is adequate for the Owner's Representative to fulfill its Scope of Services in accordance with this Agreement:

A. Pre-Construction (from Design Development through award of bids)

A lump sum fee of \$100,092, to be paid in 22 equal monthly installments of \$4,550 (with the exception of the 22nd payment in the amount of \$4,542), for services commencing March 1, 2017, and ending December 31, 2018.

The foregoing lump sum fee includes Item A.5 from the RFP Scope of Services, "Comment on Construction Documents with Regard to Constructability."

In the event pre-construction services extend for a longer period than identified above, there shall be no additional fee unless the parties agree that such additional period results in a substantial increase in the number of hours incurred by the Owner's Representative, without any fault by the Owner's Representative, in which event the parties shall negotiate an additional fee.

B. Construction Phase (from notices to proceed through final completion)

A monthly fee of \$37,669 from the date notices to proceed are issued to Contractors through the date to be identified in the bidding documents for substantial completion, plus a lump sum fee of \$28,480 from the date of substantial completion through the date of final completion.

In the event there is delay in achieving substantial completion, there shall be no additional fee unless the parties agree that such delay results in a substantial increase in the number of hours incurred by the Owner's Representative, without any fault by the Owner's Representative, in which event the parties shall negotiate an additional fee.

C. After Final Completion

Other than for the exceptions identified in Section C of Part II, Scope of Services, the Owner's Representative shall receive a fee based upon (a) the number of hours incurred in providing Additional Services after final completion of the Project, and (b) the hourly rates agreed upon in the rate sheet attached to this Agreement.

D. Additional Services

For other Additional Services identified in Item B.2 and Section D of Part II, Scope of Services, the Owner's Representative shall receive a fee based upon (a) the number of hours incurred in providing Additional Services on the Project, and (b) the hourly rates agreed upon in the rate sheet attached to this Agreement.

5. The School District will not reimburse the Owner's Representative for any out-of-pocket costs or other expenses, unless expressly agreed-upon in writing.

6. Invoices shall be submitted on a monthly basis, and undisputed invoices are due and payable within 10 days of School Board approval.

7. The Owner's Representative shall perform its duties under this Agreement with at least the skill and care consistent with the skill and care customarily exercised by others providing similar services under similar circumstances. The Owner's Representative shall not be liable to the School District for errors and omissions of other parties, so long as the Owner's Representative fulfills its duties pursuant to this Agreement.

8. The Owner's Representative shall comply with all applicable laws, regulations, ordinances and School District policies and procedures, including obtaining and providing to the School District all necessary background checks and clearances for employees of the Owner's Representatives coming on-site to the Project.

9. This Agreement shall be binding upon the parties hereto and each of their successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

10. The Owner's Representative is an independent contractor, and nothing in this Agreement shall be construed as creating any employer/employee, partnership, joint venture or other such relationship between the parties.

11. The School District may terminate this Agreement by providing the Owner's Representative with thirty (30) days prior written notice, except the School District may also terminate this Agreement for a breach of this Agreement that is not remedied within 7 days of receipt of written notice identifying such breach.

12. The Owner's Representative shall not replace individuals assigned to this Project without the express consent of the School District, and agrees to replace any assigned individual at the request of the School District in the event the School District is dissatisfied with such individual's performance.

13. Any disputes arising from or relating to this Agreement shall be resolved in the same dispute resolution manner provided for in contracts with the Architect and Contractors, which is through litigation in the Court of Common Pleas for Lancaster County, Pennsylvania, with all parties waiving their right to a trial by jury, unless the School District selects arbitration as the means to resolve a dispute.

14. The Owner's Representative agrees to maintain general liability insurance coverage with a limit of liability equal to or exceeding \$1,000,000 per claim and \$2,000,000 aggregate, and professional liability coverage with a limit of liability equal to or exceeding \$2,000,000 per claim and aggregate, until the completion of its services under this Agreement, and with respect to professional liability insurance until five years after substantial completion. All policies shall be issued by insurance companies authorized to conduct such business in the Commonwealth of Pennsylvania and with an A.M. Best financial strength rating of at least A-. The Owner's Representative shall furnish a Certificate of Insurance to the School District setting forth the required coverages, and the Certificate shall designate the School District as a Certificate Holder and Additional Insured. Liability of the Owner's Representative to the School District with regard to any claim or action arising from the Project shall not be restricted to the limits of insurance coverage.

15. The Owner's Representative must be an equal opportunity, nondiscriminatory employer, and may not discriminate against any person or group of persons on account of race, color, religion, creed, sex, disability, national origin or any other classification protected by law.

The parties have signed below, by persons duly-authorized to bind the parties to this Agreement.

By: _____
Warfel Construction Company
(signed by President)

Date: _____

By: _____
Penn Manor School District
(signed by School Board President)

Date: _____

Quote # Q-87868
 Created Date 12/5/2016
 Expiration Date 1/9/2017



Prepared By Katie Sanford
 Phone 715-491-0893
 Email katie.sanford@jamf.com
 Fax (612) 332-9054

Bill To Name Penn Manor High School
 Bill To PO BOX 1001
 MILLERSVILLE, PA 17551
 United States

Ship To Name Penn Manor High School
 Ship To 2950 Charleston Rd
 Lancaster, PA 17603
 United States

Product	SKU	Quantity	Sales Price	Subtotal	Total Price	Line Item Description
Casper Suite for Mac OS X AM - (1-249)	111-003-1201-01	157.00	USD 18.00	USD 2,826.00	USD 2,826.00	Renewal macOS Product Maintenance and Support (AM)
Casper Suite for Mac OS X - Additional Seats (1-249)	111-001-1201-01	9.00	USD 0.00	USD 0.00	USD 0.00	New macOS Device Licenses, EDU No Fee
Casper Suite for Mac OS X ASA - Additional Seats - (1-249)	111-002-1201-01	9.00	USD 18.00	USD 162.00	USD 162.00	New macOS Product Maintenance and Support (ASA)

Payment Terms Net 30
 JAMF Software TIN: 27-4335186
 Total Price USD 2,988.00
 Grand Total USD 2,988.00

Company Address 100 S Washington Ave #1100
 Minneapolis, MN 55401
 USA

Special Terms The Annual Maintenance & Support in this quote is valid from 1/9/17 to 1/9/18. Annual Maintenance and Support are currently paid up through 1/9/2017.

Terms:

Invoices are due net 30 days from receipt. Jamf is licensed exclusively under the terms and conditions set forth in the Jamf standard End User License Agreement that accompanies the software, or where applicable, a separate mutual agreement. Any inconsistent or additional terms, including those set forth on a customer purchase order (PO), are not binding on Jamf. All Services, Support, and Training are to be governed by the Terms and Conditions provided in the standard services and support documents provided on the Jamf website. In case of conflict or doubt between the End User License and Services Agreement, and any terms found on Jamf websites, the End User License and Services Agreement shall govern.

Notes:

This price quote does not include applicable sales tax. Jamf will charge the appropriate sale tax for your location if applicable. If your purchase qualifies for a tax-exempt status, please send a copy of your "Tax Exempt Certificate" with your PO. If no certificate is received at the time of order, Jamf will charge the appropriate sales tax for your location.

Requirements:

The following information must be provided before an order can be fulfilled: PO #, Quote Number, Jamf Representative, and a copy of a tax exemption certificate (if applicable).

Kindly submit PO's to Jamf, LLC. Should you have any queries or require further clarification, contact your Jamf Representative.

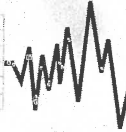
PROPOSAL

Page No. _____ of _____ Pages



MCCARTY & SON INC.

"Quality and Pride in Workmanship"



ELECTRICAL CONTRACTORS

Commercial & Industrial

1161 Steinmetz Road
Ephrata, PA 17522

(717) 626-9580
(717) 721-7680
Fax (717) 721-7696
4442

No. _____

PROPOSAL SUBMITTED TO Penn Manor School District	PHONE	DATE November 28, 2016
STREET 2950 Charlestown Road	PROJECT NAME Football Field Lighting	
CITY, STATE and ZIP CODE Lancaster, PA 17603	PROJECT LOCATION PMHS	
ARCHITECT	ATTENTION Attn: Chip Mathias	

We hereby submit specifications and estimates for:

Price quotation to replace defective panel with load contactor located next to the football field. The replacement panel is Square D rated at 225 amps with an integral ASCO contactor rated at 225 amps. Key switch operator will be provided for control of the sports field lights. The existing conductors feeding the panel will be reused.

RECEIVED

DEC - 1 2016

Price Quotation: 4,952.00

Thank you for giving us the opportunity to supply you with a quote for this work.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: **Four Thousand, Nine Hundred, Fifty-Two and 00/100** dollars (\$ **4,952.00**).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Signature _____

Date of Acceptance: _____

HUMMER

usaturf.com

Proposal

Hummer Turfgrass Systems, Inc., Lancaster County
800-872-8873 or 717-898-5000 sales@usaturf.com

Date: December 15, 2016

To: Jim Zander
Penn Manor Baseball
Jzander44@aol.com

Pitcher's Mound Renovation

1. Layout a PIAA spec pitcher's mound, 10" above home plate
2. Remove the existing grass and soil from an 8' wide border around the pitcher's mound
3. Level the area around the pitcher's mound to provide a smooth transition between the mound and the surrounding grass
4. Install clay in the landing area and table of the mound
5. Shape the slope and the table of the mound
6. Install sod around the mound
7. Roll the sod
8. Perform clean up of the work area

Cost: \$ 3,852.00



Hummer Turfgrass Systems, Inc.

Authorized Signature

12/15/16

Date

Date

Note: This quote is valid for 60 days from the above date.

45 Years of Service

1527 South Colebrook Rd., Manheim, PA 17545

CFB-N
AMERICAN
SPORTS BUILDERS
ASSOCIATION
CERTIFIED FIELD BUILDER - Natural Turf
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<http://usaturf.com>

FAX 717-898-0770

PENN MANOR SCHOOL DISTRICT

January 3, 2017 Board Agenda

New employees for the 2016-2017 school year:

Heiser, Courtney M. – secondary professional employee, full-time, long-term substitute, second semester, B.S. Degree, no experience, Step 1, \$43,087 [\$22,110.08 prorated 93 days plus 4.5 in-service days], pending receipt of required documents. Assignment: Math Teacher/Penn Manor High School

Miss Heiser graduated from Bloomsburg University in May 2013 with a BS in Mathematics. She completed her student teaching at Shikellamy High School. Courtney worked as a long-term substitute, first semester, teaching Mathematics at Penn Manor High School.

Jones, Matthew D. – elementary professional employee, full-time, permanent position, second semester, Masters' Degree, 14 years experience, Step 13, \$61,567 [\$30,135.72 prorated 93 days], pending receipt of required documents. Assignment: Grade 4 Teacher/Hambright Elementary School

Mr. Jones graduated from Shippensburg University in May 2002 with a BS in elementary education. Matthew earned a Masters' Degree in Educational Administration from Rider University in December 2008. He taught grades 1 and 3 at J.V.B. Wicoff Elementary School in Plainsboro, New Jersey for the past 14 years. Matthew was named "Educator of the Year" in 2015-2016 by West Windsor-Plainsboro Regional School District.

Schuck, Matthew T. – elementary professional employee, full-time, permanent position, second semester, B.S. Degree, no experience, Step 1, \$43,087 +\$1,200 = \$44,287 [\$22,143.55 prorated 93 days plus 2 transition days], pending receipt of required documents. Assignment: Emotional Support Teacher/Central Manor Elementary School

Mr. Schuck graduated from Millersville University in December 2016 with a BS in special education PK-8 and elementary education PK-4. Matthew completed his student teaching assignment at Eshleman Elementary School teaching Grade 4 from August-October 2016. He also spent 5 weeks at Landisville Middle School in a Life Skills Support class teaching students in grades 7-9 as part of his block experience.

Simmons, Emily E. – elementary professional employee, full-time, long-term substitute, second semester, B.S. Degree, no experience, Step 1, \$43,087 [\$21,089.61 prorated 93 days], pending receipt of required documents. Assignment: Grade 1 Teacher/Martic Elementary School

Miss Simmons graduated from Kutztown University in 2014 with a BS in elementary education PK-4. Emily completed a semester one, long-term substitute assignment in this same position. She also completed a year-long substitute assignment with Penn Manor during the 2015-2016 school year.

Change in status [*] for the 2016-2017 school year:

Klube, Jessica A.* – elementary professional employee, full-time, permanent position, [change from Emotional Support Teacher/Central Manor Elementary School]. Assignment: Learning Support Teacher/Central Manor Elementary School/Semester 2

Pearson, Sophie J.* – elementary professional employee, full-time, permanent position, effective January 4, 2017, B.S. Degree, .44 year experience, Step 1, \$43,087 +\$1,200 = \$44,287 [\$23,542.09 prorated 101 days], pending receipt of required documents. Assignment: Learning Support Teacher/Hambright Elementary School

Miss Pearson graduated from West Chester University in May 2016 with a BS in early childhood education PK-4 and special education PK-8. Sophie has successfully completed a long-term substitute assignment during first semester in this same position.

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
1/3/2017	MAXWELL	DYLAN	CAREER AIDE	High School	2	180	\$ 10.00	For the 2016-17 school year only	2
1/3/2017	ANSEL	RACHEL	ENROLLMENT RELATED - READY TO LEARN - AIDE	Conestoga	4	180	\$ 9.28	For the 2016-17 school year only	4
1/3/2017	SHEARER	LEEANN	ENROLLMENT RELATED AIDE	Central Manor	5	180	\$ 9.28	For the 2016-17 school year only	5
1/3/2017	SCHANZ	PAIGE	ENROLLMENT RELATED AIDE	Central Manor	5	180	\$ 9.28	For the 2016-17 school year only	5
1/3/2017	* SUFFELBOTTOM	WANLEE	CAFETERIA AIDE	Martic	2	180	\$ 9.28	Permanent	2

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