

Agenda – Committee of the Whole
Penn Manor School District
Monday, October 3, 2016
Manor Middle School – Board Room

EXECUTIVE SESSION

6:40

Student Matter (2A Judicial Review)

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, October 17, 2016 at 7:00 p.m. in the Board Room of Manor Middle School.

ANNOUNCEMENT: An Executive Session was held prior to the Committee of the Whole meeting for the purpose of discussing a Student Matter as detailed above.

ROLL CALL:

APPROVAL OF MINUTES: September 19, 2016
<http://www.pennmanor.net/boardminutes/>

CITIZEN’S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

RECOGNITION OF THE FFA STUDENTS – Mr. Fellenbaum, Mr. Hess, Ms. Glock-Cornman

Item 1. Introduction of Director of Buildings & Grounds – Mr. Johnston
(7:15-7:35)

Explanation: Mr. Chip Mathias will be introduced to the board.

For Information Only

Item 2.
(7:35 - 7:50)

2016-2017 Special Education Enrollments – Dr. Kreider

Explanation: Dr. Kreider will review staffing implications related to new enrollees in the school district. Staffing needs to be discussed will be the addition of a speech/language teacher in 2016-2017 and a potential elementary emotional support teacher in 2017-2018.

Approval for Placement on the October 17 Board Meeting Agenda

Item 3.
(7:50 – 8:05)

2015-2016 Healthcare Utilization – Mr. Johnston

Explanation: Mr. Johnston will review data from the 2015-2016 Healthcare Utilization Report.

For Information Only

Item 4.
(8:05 – 8:15)

Act 1 Index – Mr. Johnston

Explanation: As per the budget calendar, Mr. Johnston will share the Act 1 Base Index and Adjusted Index for 2017-2018 fiscal year.

For Information Only

Item 5.
(8:15 - 8:30)

Update on Conestoga Elementary School – Dr. Leichliter & Mr. Johnston

Explanation: Dr. Leichliter and Mr. Johnston will update the board on the current status of the project.

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
Monday, October 3, 2016
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, October 17, 2016 following the Committee of the Whole meeting.

ANNOUNCEMENT: An Executive Session was held prior to the Committee of the Whole meeting for the purpose of discussing a Student Matter as detailed on the Committee of the Whole agenda.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES: September 19, 2016
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

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. Judicial Review Committee Action as cited (enclosure)
- B. Athletic Trainer Agreement – with Orthopedic Associates of Lancaster, Ltd to provide 250 hours of supplemental trainer services for \$6,250 for the 2016-17 school year per the attached agreement (see pages 3-10)

Explanation: The agreement with Orthopedic Associates will allow for greater coverage of sporting events and practices. The hourly rate of \$25 is comparable to what we are paying our substitute trainers currently.

- C. Elementary Mowing Services – with Tucquan Property Services LLC to provide mowing and String Trimming at six elementary schools per the attached proposal (see page 11)

Explanation: The proposal covers mowing and string trimming at all elementary schools except Hambright for the 2017 calendar year. The company currently handles these services at Martic, Conestoga and Pequea Elementary Schools.

- D. Curb and Sidewalk Expansion – with Doug Lamb Construction to expand sidewalks and curbing at Martic Elementary School per the attached quote (see pages 12-13)

Explanation: Expansion of the curbing and sidewalks on the western side of the building will allow for quicker and safer parent pickup of students and alleviate the number of cars backed up onto the roadway.

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 2016-2017 school year (see page 14)

- B. Resignation of the individuals listed per the effective date
Thomas Swartz, Technology Support Analyst – Effective 10/28/2016
Melissa Long, Business Office Secretary, Tax/Bookkeeper – Effective 9/30/2016
Jennifer Rankin, Cafeteria Substitute – Effective 9/15/2016

- C. 2016-17 Music Program Co-Curricular Stipends
Lauren Ciemiewicz – Orchestra Competition - \$605.00
(replaces Sara Masten)

- D. Additional Teacher Support Hours for Student with IEP for one hour per week
Emily Hohenwater – Martic Speech Clinician \$41.34 per hour

- E. IEP Reviews for ACCESS Reimbursement for the remainder of the 2016-17 school year
Michael Torchia, D.O. – Speech only IEPs - \$4.00 per IEP; Learning Support and related services - \$6.00 per IEP

ADJOURNMENT



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Lancaster, PA 17601

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Willow Valley Medical Center
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Willow Street, PA 17584

OAL AT SPOOKY NOOK SPORTS
2913 Spooky Nook Rd., Ste 100
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ATHLETIC TRAINING AGREEMENT

This Agreement (the "Agreement") is dated and effective as of the 1st day of September 2016, by and between Orthopedic Associates of Lancaster, Ltd., (the "Provider") and Penn Manor High School (the "School").

Background

- A. School would like to establish an athletic training program ("Athletic Training Program") at its facility currently located at 100 East Cottage Avenue, Millersville, PA 17551, (the "Facility").
- B. Provider specializes in the operation of orthopedic services, outpatient physical therapy, rehabilitation services and athletic training programs ("Athletic Training Services").
- C. Provider also retains qualified and licensed physical therapists and certified athletic trainers capable of providing athletic training and rehabilitation services ("Staff").
- D. School desires to retain Provider to provide Athletic Training Services and Staff for the School to implement an athletic training program, and Provider is willing to provide such Athletic Training Services and Staff, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and of the terms, covenants and conditions contained in this Agreement, Provider and School, intending to be legally bound, hereby agree as follows:

The official team physicians for





Agreement

1. Engagement.

- a. School engages Provider to be a provider of Athletic Training Services, at the Facility or any other locations as required by the school, and to provide the Services set forth here in on the terms and subject to the compensation set forth herein.
- b. Provider hereby accepts such engagement by School and agrees that it will perform its duties and responsibilities hereunder, all as more fully set forth herein.

2. Provider Services.

- a. Provider shall employ and designate a certified athletic trainer by the National Athletic Trainer's Association Board of Certification (BOC) and licensed by the state of Pennsylvania, dedicated to the School. School must consent to appointment of the Athletic Trainer. Provider agrees to maintain an alternative certified athletic trainer when the primary athletic trainer is unavailable.
- b. Provider will provide a priority appointment line phone number, (717) 735- 6649, for guardians and athletic trainers to make appointments for student athletes. The priority appointment line will be available from 7:30 a.m. to 10:00 p.m. Monday – Friday, 8:00 a.m. to 10:00 p.m. on Saturday, and 8:00 a.m. to 9:00 p.m. on Sunday.
- c. Advise the school as to the supplies and training equipment needed for the athletic training program and maintain that supply.

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- d. Provide conditioning and flexibility training suggestions to the school coaching staff with the advice and/or consent of a team physician and the district trainer.
- e. Assist the team physician and the district trainer in maintaining an appropriate medical records system.
- f. Monitor athletic injuries and develop injury prevention programs with the advice and consent of the team physician and the district trainer.
- g. Coordinate injury evaluation and provide injury follow-up with the team physician and the district trainer on a regular basis.
- h. Participate with team physician during athletic pre-participation physicals.
- i. Will treat athletes on site for no charge. Athletes will only be billed if they are seen at one of the OAL clinics.
- j. Will operate in accordance with standard operating procedures.
- k. All athletic training coverage will be coordinated with the Athletic Director.
- l. The provider shall also provide additional services including, but not limited to educational seminars for coaches, athletes, and parents on an as needed basis at no additional cost.
- m. Provide athletic training coverage for all home events and during playoffs on an as needed basis.

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3. Duties of School.

- a. The School agrees to identify one or more licensed physicians who will be available and serve as “team physicians”.
- b. The School shall provide and maintain an appropriate level of athletic training supplies, as per mutual consent of the Athletic Trainer and the School.
- c. The School shall provide appropriate space for the conduct of an athletic training program, including appropriate equipment for the development of preventative programs, as per mutual consent of the Athletic Trainer and the School.
- d. The School shall be solely responsible for determining the times of practice and for scheduling all athletic programs.

4. Compensation.

- a. In consideration of Providers performance of the Athletic Training Services and the placement of an athletic trainer at the Facility, School shall pay to Provider a fee (the “Service Fee”) in an amount equal to:
 - i. 2016-2017: For the first 250 hours of service (\$6,250.00), billed in 10 monthly installments of \$625.00 beginning in September 2016.
- b. In the event that the School desires athletic training services to cover other athletic events hosted by the School, rate of \$25.00 per hour for coverage.

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- c. In the event that the School desires athletic training services to cover other athletic events hosted by the School, the provider and the school will attempt to mutually agree on the coverage of the event and the additional fee for such coverage.

5. Term and Termination.

- a. This Agreement shall have a term of 1 years, commencing on September 12, 2016 and terminating on June 30, 2017, unless terminated earlier by either party with a 60 day written notice in accordance with the provisions hereof.

6. Confidential Information. All information or data relating to the business or operations of either party to this Agreement acquired by the other party in connection with this Agreement shall be treated as confidential by the acquiring party, and shall not, unless otherwise required by law, be disclosed by the acquiring party without the prior written permission of the party hereto to whom the information in question relates. Violation of this provision shall represent a material breach of this Agreement. This provision shall survive termination of this Agreement.

7. HIPAA Compliance. Provider's employees will be compliant with HIPAA.

8. Notices. All notices and other communications hereunder shall be in writing and may be hand delivered, sent by fax (with a duplicate copy transmitted by another method of delivery authorized hereunder), sent by certified first class mail, postage prepaid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered or sent by fax (with a duplicate copy transmitted by another method of delivery authorized hereunder), five

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(5) days after mailing if sent by mail, and one (1) day after dispatch if sent by express courier, to the addresses and/or fax numbers set fourth below.

If to School:

Jeff Roth
Penn Manor High School
100 E. Cottage Avenue
Millersville, PA 17551

If to Provider:

Michael Jones
Orthopedic Associates of Lancaster, Ltd.
170 North Pointe Blvd.
Lancaster, PA 17604

Either party may designate, by written notice given to the other in the manner prescribed herein, any further or different addresses and/or fax numbers to which subsequent notices shall be sent.

9. Miscellaneous.

- a. Assignment: Binding Effect. The terms of this Agreement shall bind and benefit the parties hereto, their successors and assigns.
- b. Amendment. This agreement constitutes the entire agreement between School and Provider with respect to the management and operation of the Athletic Training Program, and no change hereto shall be valid, unless made by supplemental written agreement, approved and executed by the parties hereto.

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- c. Headings: Unenforceability. The headings used before the various Paragraphs of this Agreement are for ease of reference only and do not constitute parts of this Agreement. If any provision of this Agreement shall be declared invalid or unenforceable, the remaining terms of this Agreement shall not be affected thereby.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts made and to be performed therein, without regard to conflict of law provisions.
- e. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties concerning the subject matter hereof. This agreement supersedes all prior written or oral agreements and understandings between the parties concerning the subject matter hereof.
- f. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.
- g. Waiver. Any waiver by a party must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by a party to take action on account of any default of the other. Consent by one party to an act of omission by the other will not be construed to be a consent to any other or subsequent act or omission or to waive the requirements of such party's consent to be obtained in any future or other instance.

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- h. Survival. Except as otherwise may be expressly set forth herein, all covenants herein shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Orthopedic Associates of Lancaster, Ltd.

By: _____

Print Name: Michael Jones

Title: Director of Operations

Penn Manor High School

By: _____

Print Name: Jeff Roth

Title: Athletic Director

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Tucquan Property Services LLC

454 Hilldale Road
Holtwood, PA 17532
(717)824-2201
mmiller454@comcast.net

2017 PROPOSAL

Penn Manor School District

Mowing and string trimming at: Eshleman Elementary School

Mowing	\$160.00 per cut
String Trim	\$ 65.00 every other week

Mowing and string trimming at: Letort Elementary School

Mowing	\$165.00 per cut
String Trim	\$ 70.00 every other week

Mowing and string trimming at: Central Manor Elementary School

Mowing	\$145.00 per cut
String Trim	\$ 50.00 every other week

Mowing and string trimming at: Conestoga Elementary School

Mowing	\$130.00
String Trim	\$ 40.00 every other week

Mowing and string trimming at: Martic Elementary School

Mowing	\$165.00
String Trim	\$ 70.00 every other week

Mowing and string trimming at: Pequea Elementary School

Mowing	\$155.00
String Trim	\$ 50.00 every other week

Mike Miller

Date

Signature

Date

Doug Lamb Construction Inc.
1180 Zeager Road
Elizabethtown, PA 17022
Office: 717-367-8562

September 14, 2016

Penn Manor School District
Ed Saxton
10 East Cottage Ave
Millersville, PA 17551
717-201-9941
Edward.saxton@pennmanor.net

Striving for Excellence



Job Name: Curb and Sidewalk Installation @ Marticville Elementary

The attached quote includes the following;

- Excavation
- Installation of stone and concrete
- Face form of curb
- Site protection

Exclusions;

- Permits
- Inspection fees
- Topsoil
- Grass seed
- Asphalt restoration
- Reset of handrail

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- **Mobilization**
 - 1 mobilization

- **Concrete Sidewalk Replacement**
 - 252 S.F. of 4" Concrete Replacement

- **Curb**
 - 63 L.F. of 18" Curb Replacement

Grand Total:

\$11,087.00

X

Please Sign

Date

Support Staff Personnel Action Items

Board Action	Last Name		First Name		Position	Building	Hours per		Rate	Status	Total Overall		Notes
							Day	Year			Daily Hours		
10/3/2016	ANTES	DIANNA	CUSTODIAN	HIGH SCHOOL	8.00	261	\$11.44	PERMANENT	8.00	Effective 9/19/16. For the 2016-2017 school year			
10/3/2016	REIS	RONALD	CUSTODIAN	HAMBRIGHT & MANOR	8.00	261	\$11.44	PERMANENT	8.00	Effective 9/19/16. For the 2016-2017 school year			
10/3/2016	FREET	STACEY	ENROLLMENT RELATED AIDE	LETORT	5.00	180	\$9.28	For the 2016-2017 school year only	5.00	Effective 9/14/16. For the 2016-2017 school year			
10/3/2016	* HIGHTOWER	IRENA	ENROLLMENT RELATED AIDE	ESHELMAN	4.00	180	\$9.44	For the 2016-2017 school year only	4.00	Effective 9/28/15. For the 2016-2017 school year			
10/3/2016	* ANDERSON	BRITNEY	HEALTH ROOM NURSE--RN	MARTIC	6.50	109	\$18.59	PERMANENT	6.50	3 DAYS PER WEEK, Effective for the 2016-2017 school year			
10/3/2016	* SELLERS	DAVID	HEAD CUSTODIAN	HIGH SCHOOL	8.00	261	\$16.50	PERMANENT	8.00	Effective 10/4/16. For the 2016-2017 school year			
10/3/2016	* ORTIZ	MARICELI	BUILDING SECRETARY	HAMBRIGHT	8.00	205	\$13.57	PERMANENT	8.00	Effective 10/3/16. For the 2016-2017 school year. Will include additional summer registration hours			

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