

Agenda – Committee of the Whole
Penn Manor School District
Monday, April 20, 2015
Manor Middle School – Board Room

EXECUTIVE SESSION

5:45	Personnel: Superintendent Evaluation
6:30	Personnel
6:40	Student Matter

COMMITTEE OF THE WHOLE

(7:00)

CALL TO ORDER: Mr. Rintz

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, May 4, 2015 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES: April 7, 2015
<http://www.pennmanor.net/boardminutes/>

STUDENT REPORT: Eric Shuffelbottom and Cece Minnick

CITIZEN'S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

INTRODUCTION OF NEW TEACHER

Item 1. Recognition of Caleb Breidenbaugh and Emily Thyrum
(7:10-7:15)

Explanation: Caleb and Emily were selected to perform in the All-State Wind Ensemble in Hershey.

Information Only

Item 2.
(7:15-7:35)

College & Career Readiness – Mrs. Ostrowski

Explanation: College and Career Readiness is a goal of the district. An update will be provided on work completed this year by the counseling department.

Information Only

Item 3.
(7:35-7:55)

District English/Language Arts Update – Mrs. Mealy

Explanation: An update will be provided on district curriculum planning as it relates to English/Language Arts.

Information Only

Item 4.
(7:55 – 8:05)

2014-2015 Budget Quarterly Update – Mr. Johnston

Explanation: Mr. Johnston will review the 2014-2015 budget results through the first nine months of the fiscal year.

Information Only

Item 5.
(8:05 – 8:25)

Update on PA School Performance Profiles - Mrs. Hallock, Dr. Shaffer, Dr. Kreider, & Dr. Leichliter

Explanation: Continual improvement on the Pennsylvania School Performance Profile (SPP) is a goal of the district. An update will be provided on the status of the SPP percentages as well as plans developed this year for school-level improvement.

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, April 20, 2015
Manor Middle School – Board Room
At Conclusion of the Committee of the Whole

CALL TO ORDER: Mr. Rintz

MOMENT OF SILENCE: Mr. Rintz

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, May 4, 2015 following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES: April 7, 2015
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

TREASURER’S REPORT: March 2015

PAYMENT OF BILLS: March 2015
<http://www.pennmanor.net/blog/category/tr/>

General Fund	\$	5,495,451.42
Food Service Fund	\$	143,249.41
Capital Reserve Fund	\$	695.21
2012 Construction Fund	\$	4,176.00
Student Activity Fund	\$	16,150.30

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. Updated Board Policy: Second/Final Reading
- B. Conestoga Renovation Options (see pages 4-7)

Explanation: Three renovation options for Conestoga Elementary were presented to the board at the March 16th school board meeting. The board has chosen to move forward with the plans for Option 1 as presented which includes a revised administrative office and secure entrance, relocation of the kitchen, conversion of the gym to a multi-purpose room, small classroom additions, new media center and an academic commons area.

- C. Pequea Elementary School PlanCon F – Approval and submission of PlanCon Part F (Construction Documents) to the Pennsylvania Department of Education for the Pequea Elementary School new project (PDE Project Number P1516).

Explanation: PlanCon Part F provides for further refinement of the architectural aspects of the project and documentation that other state and local agency requirements have been met or will be met before entering into construction contracts. Departmental approval of PlanCon Part F authorizes a district to receive bids and enter into construction contracts (see enclosure).

- D. PSBA Resolutions for Legislators

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

- A. Disposal of Assets of the technology equipment listed (see page 8)

Explanation: The Information Technology Department is recommending disposal of the nonfunctioning and obsolete technology items on the attached list. Sycamore International will remove and recycle technology items at no charge to the district.

- B. Substitute Teaching Services approval of the agreement with Substitute Teacher Service (STS) to provide the District with substitute teachers from July 1, 2015 through June 30, 2017 per the attached agreement. (pages 9-14)

Explanation: Beginning with the 2015-16 school year, contracted substitute teachers pay will increase to \$110 per day. The agreement calls for a surcharge of 33%.

- C. 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, 2015 through June 30, 2017 per the attached agreement. (pages 15-20)

Explanation: Beginning with the 2015-16 school year, the contracted special education para-professional surcharge will increase to 30%.

- D. Sale and Disposal of Kitchen Equipment from Temple Avenue property to Alberto Flores.

Explanation: Removal of old kitchen equipment and fixtures for \$1,500. Mr. Flores will cover the cost of electrical and plumbing contractors associated with the disposal of the equipment.

- E. Job Description – Tax Coordinator/Bookkeeper (see pages 21-22)

Explanation: Job description needed for revised business office staff position created as a result of the PSBA job study.

- F. High School Lighting Replacement Proposal from Trane for \$148,760.00 (see page 23)

Explanation: For the replacement of areas of existing lighting in the High School based on the site survey performed on February 3, 2015. The survey scope at Penn Manor High School was limited to the main, auxiliary and wrestling gyms as well as the cafeteria.

- G. Annual Measurement and Verification Performance Agreement for Manor Middle School with Trane at \$12,500.00

Explanation: To provide annual verification for the Manor Middle School Guaranteed Energy Savings Project.

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 individual listed per the effective date for the 2015 - 2016 school year (see page 24)

- B. Leaves to the individuals according to the terms listed:

Professional Employees:

Employee D41- Family Medical - April 6, 2015 – end of 2014-2015 school year

Employee D42- Designated Family Medical - February 26, 2015 – April 19, 2015

Classified Employees:

Employee D43- Designated Family Medical - February 27, 2015 – April 12, 2015

ADJOURNMENT

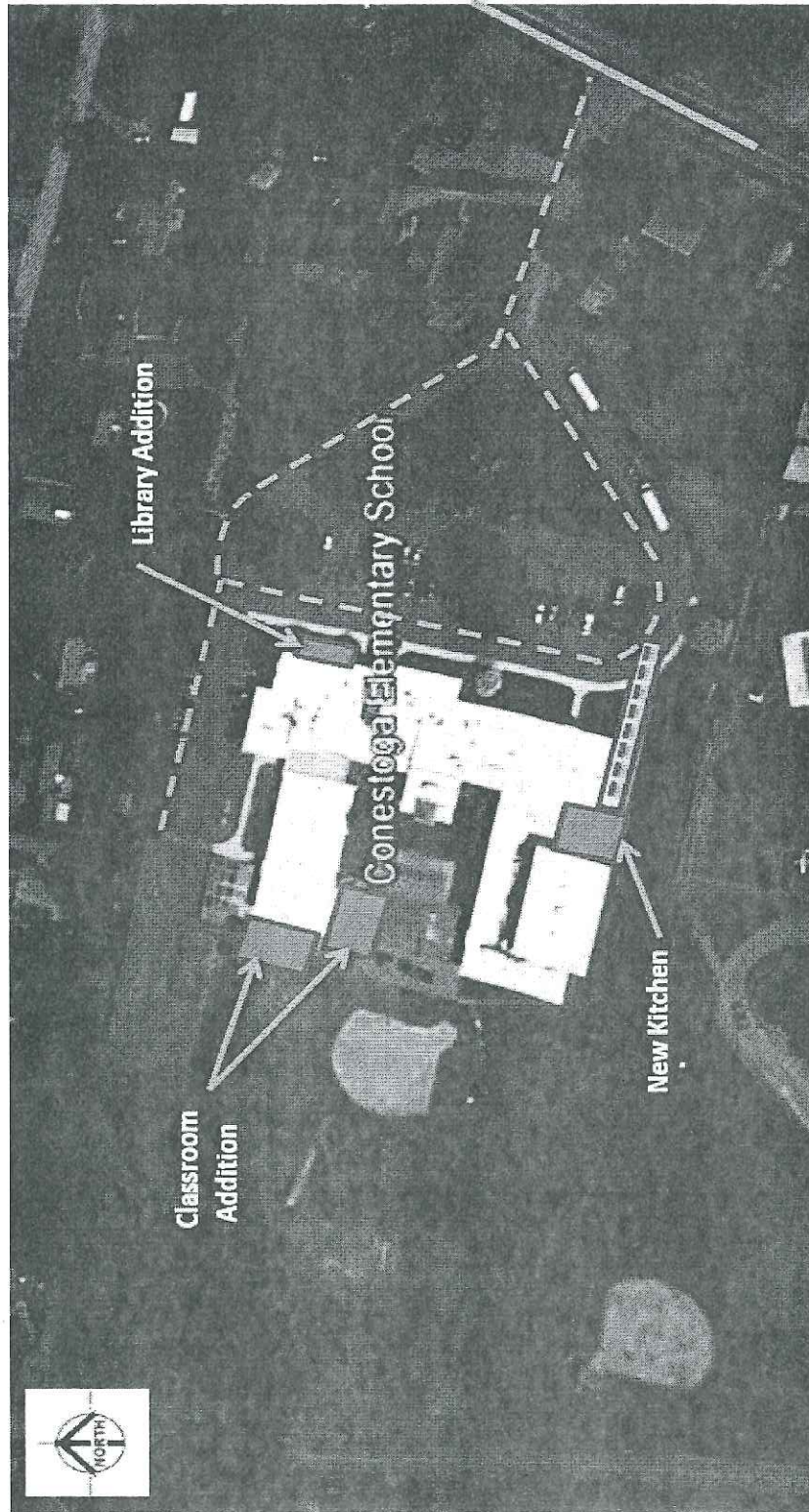
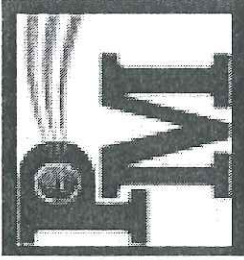
SCHEDULING AN APPEARANCE ON THE AGENDA

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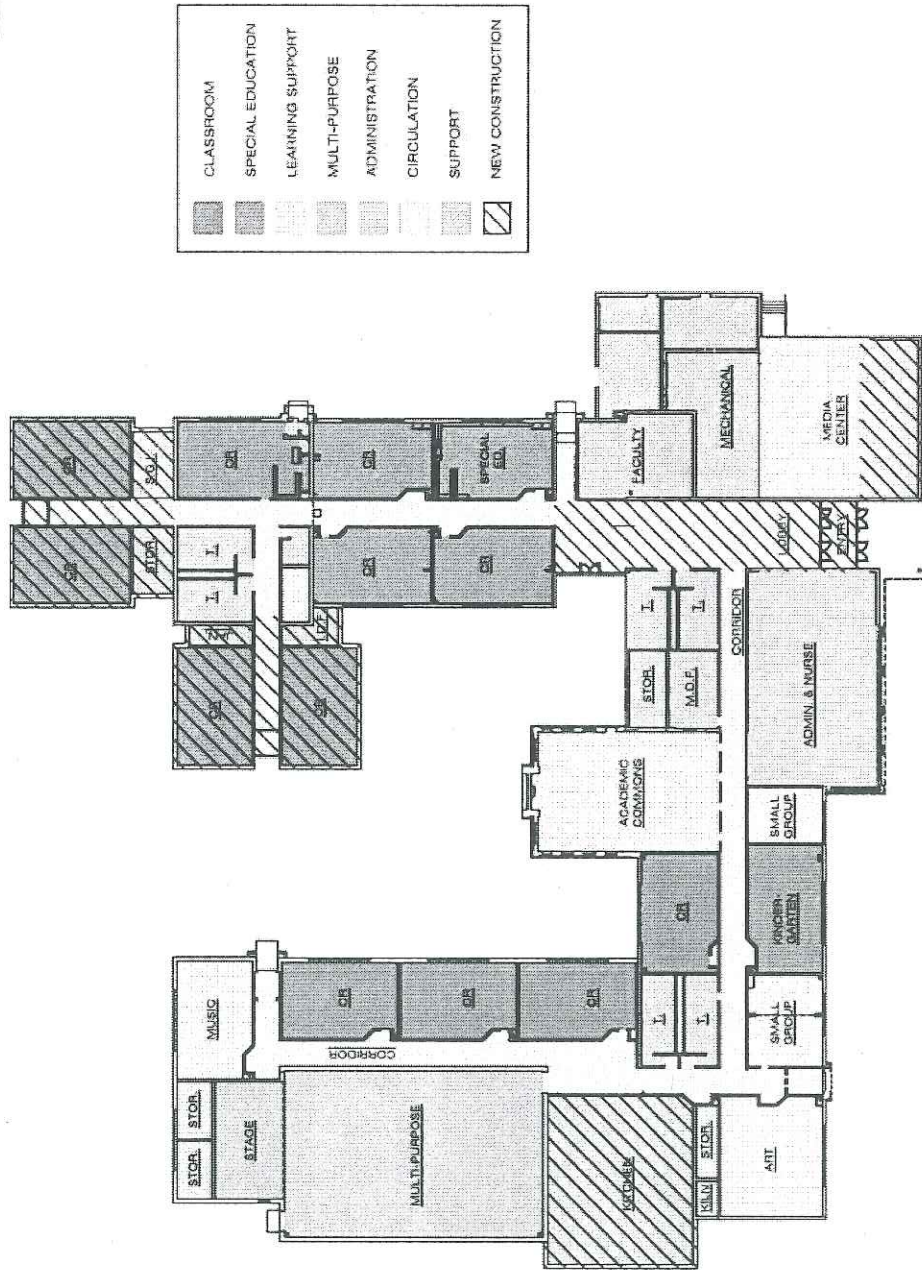
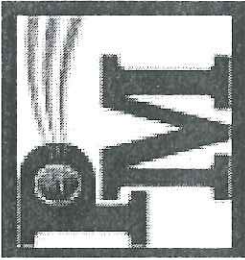
Option 1 - Site Plan

Penn Manor School District



Option 1 – Proposed Floor Plan

Penn Manor School District



FIRST FLOOR PLAN
SCALE: 1" = 50'-0"

CR

Option Cost Comparison

Penn Manor School District



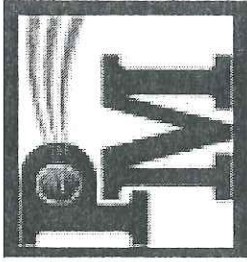
Conestoga Elementary school

BASELINE OPTION		Total Building Area	Construction Cost	Total Project Cost
Renovations		42,458 SF	\$ 7,595,034	\$ 8,734,289
- Considered baseline project scope of work			\$178.88	\$205.72
- Renovations only to existing building				
- New operating systems				
- Long term capital renewal project				
OPTION ONE		Total Building Area	Construction Cost	Total Project Cost
Renovations and Additions		53,758 SF	\$ 10,210,707	\$ 11,742,313
- Baseline project scope of work			\$189.94	\$218.43
- New kitchen location				
- Convert gym to multi-purpose room				
- Small classroom addition				
OPTION TWO		Total Building Area	Construction Cost	Total Project Cost
Renovations and Additions		54,458 SF	\$ 10,353,542	\$ 11,906,573
- Baseline project scope of work			\$190.12	\$218.64
- New kitchen location				
- Convert gym to multi-purpose room				
- Small classroom addition				
OPTION THREE		Total Building Area	Construction Cost	Total Project Cost
New School		54,458 SF	\$ 13,392,175	\$ 15,401,001
- New School			\$245.92	\$282.81
- Comparative option only (does not include site acquisition)				

CR

Proposed Conestoga Elementary School Schedule

Penn Manor School District



- **Kick-off Meeting - April 2015**
- **Programming Review – April – May 2015**
- **Schematic Design - April – June 2015**
 - Must Update District Master Plan Study
 - PlanCon Part A/B – July 2015
- **Design Development – June – September 2015**
 - Land Development
 - Act 34 Hearing is Required
 - PlanCon D&E
- **Construction Documents – September – December 2015**
 - Land Development Approval - February 2016
 - Final Review and Coordination – February 2016
- **Bidding – February - March 2016**
 - Award - April 2016
- **Construction Start June 2016 – August 2017**

Building	Device	Make/Model	Asset Tag	Quantity	Room/Location	Miscellaneous Notes
CM	Misc Hardware	Box		1	CM Tech Office	
Manor	White MacBook Polycarb	A1181		55	Cart Library	Various parts, headphones, old batteries
Manor	Projectors	NEC (various)		21	Mnr Storage	Old 10.5/10.6 devices. Cannot run 10.8+
Manor	Lexmark Printer	T630		1	Mnr Storage	Old Classroom Projectors VGA only
Manor	Misc Hardware	Box		4	Mnr Storage	Copper-line phones, power supplies, etc
Manor	PBX box	3Com		2	Mnr Storage	
Manor	Cat5 Cable			303 foot	Mnr Storage	Replaced by 2x Cat6E cable
Manor	data rack	Liner		1	Mnr Storage	
Manor	Transparency projector	Various		4	Mnr Storage	
Manor	Desktop Tower	House-build		1	Mnr Storage	Old XP TV Studio tower
Manor	Lexmark Printer	T630 + Tray		1	228 Lab	Old District Office letter printer, broken feeders
MMS	Dell notebooks	Latitude 2100		15	MMS IDF 2nd floor	initially bought for science at marticville, 32 bit
MMS	Old POS station			1	MMS IDF 2nd floor	
MMS	Projectors	NEC 570		4	MMS IDF 2nd floor	
MMS	Black Box PC			1	MMS IDF 2nd floor	
MMS	Monitor	Acer		2	MMS IDF 2nd floor	1 black 1 white
MMS	Overhead	old		1	MMS IDF 2nd floor	
MMS	Rack guides	metal		1	MMS MDF 1st floor	1 Box not needed
MMS	White MacBook Polycarb	MacBook (13-inch, Mid 2009)		41	IDF Cart	2.13 GHz Intel Core 2 Duo. 2 GB 800 Mhz, no surface cracks, few keyboard keys missing, missing batteries. No power cords.
HS	Acer Travelmate parts	B113		10 Boxes	200	A mix of replaced parts: LVDS cables-lowercases-uppercases-LCD screens-fans-keyboards-touchpads-back panels-bezels-mice-chargers-wifi
Letort	iMac	iMac		10	Letort Tech Office	10.5 Gen. White, dual core, 1GB RAM, no mice, no keyboard.
HS	Laser printers	assorted		5	Hole	
HS	CRTs	assorted		11	Hole	
HS	PC mini towers	assorted		9	Hole	
HS	Laptops	assorted		6	Hole	
HS	macbooks	assorted		56	Hole	
HS	LCD	assorted		1	Hole	
HS	Boxes with assorted hardware	AOC		8	Hole	
Mnr	CRT TV			1	Mnr Storage	
Mnr	iMac Polycarb	A1208	10108	1	Mnr Storage	17" Polycarb 2007 era, Non functional
Mnr	VCR	Various		3	Mnr Storage	Former TV Studio Devices
Mnr	Macbook A1181 Batteries	Generic		18	Mnr Storage	Spare MB Cart Batteries
Mnr	Copper Phone Hardware	Generic	N/A	1 Box	Mnr Storage	Former classroom phones, mostly functional
DO	NIKON Camera Flash	Nikon	NA	1 Box	DO	

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

AGREEMENT

This Agreement is made this 1st day of July, 2015 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 after December 22, 2014, 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 agrees that for every substitute teacher who is provided by STS pursuant to this Agreement the following rates will apply. A half day is the minimum amount due unless the substitute teacher is rejected by the District.

Per Diem Substitute Teacher	Full Day \$146.57	Half Day \$73.29
Long Term Substitute Teacher 16+ days	Full Day \$250.00	Half Day \$125.00
Homebound Teacher Hourly	\$42.64	

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, 2015. 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 2015 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 on Overall Efficiency Rating from September 1, 2015 through June 30, 2017 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, 2015 through June 30, 2017. 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
849 N. PROVIDENCE ROAD
MEDIA, PA 19063

AGREEMENT

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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 30%

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, 2015 through June 30, 2017. 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: _____

PENN MANOR SCHOOL DISTRICT

TITLE: Business Office Secretary –
Tax Coordinator/Bookkeeper

DATE: April 20, 2015

REPORTS TO: Assistant Business Manager

APPROVED BY:

JOB SUMMARY: To assure the smooth and efficient operation of the school district's business office functions. To bill, collect and maintain the district tax accounts. To provide general accounting assistance and data entry.

PRIMARY DUTIES AND RESPONSIBILITIES:

1. Receives school district real estate tax revenues and maintains a complete set of records for district tax billing and collection.
2. Processes tax payments received by mail and posts to correct taxpayer account; uploads payment files from Tax Lockbox to taxpayer accounts, reviews error report and adjusts transactions as necessary.
3. Prepares tax receipts for verification of payment; prints and mails receipts as requested by taxpayers.
4. Corresponds with taxpayers and related parties by mail or phone to answer inquiries.
5. Processes all tax certification requests from real estate or mortgage professionals.
6. Annually loads county data file into tax software system and verifies accurate data transfer.
7. Prepares data file of annual tax bills, forwards same to printer and acts as district contact for bill printer; prepares and forwards billing file for installment tax bills.
8. Monitors unpaid real estate taxes, and is responsible for preparing reminder notices to taxpayers, and submitting tax liens to collector.
9. Updates tax software system with address, assessment and other data changes as provided by county assessment office. Maintains tracking spreadsheet of assessment changes.
10. Performs research and analysis on tax data as requested by district administration.
11. Prepares and enters journal entries into district financial software.
12. Prepares monthly bank reconciliations for district accounts.
13. Reviews, approves for payment and applies budget code to student club and athletic expenditures and revenue receipts.
14. Performs month end review and analysis of district accounts as directed.
15. Assists with account review and data preparation for annual and state audits.
16. Remains current on all applicable laws, procedures and state guidance on school district tax collection, budgeting and accounting
17. Provides other accounting support and back-up for district office functions as assigned.

QUALIFICATIONS:

Associate's Degree in Accounting or equivalent experience
Experience with general office procedures
Submission of pre-employment medical examination
Clearances as required by state law

PHYSICAL DEMANDS:

Ability to reach above and below the waist
Ability to use fingers to pick, feel and grasp objects
Ability to use both hands for repetitive motion
Considerable bending, stooping, twisting of the body required

Ability to lift and/or carry supplies and/or papers weighing no more than 25-50 lbs.

Ability to sit the majority of the day with some standing/walking/moving throughout the work environment

SENSORY ABILITIES:

Visual acuity
Auditory acuity

WORK ENVIRONMENT:

Typical office environment
Subject to inside environmental conditions

TEMPERAMENT:

Must possess excellent interpersonal skills
Must be cooperative, congenial and service-oriented
Must be able to work in an environment with frequent interruptions
Must be able to maintain professional office demeanor

COGNITIVE ABILITY:

Ability to follow written and verbal directions
Ability to read and write
Ability to communicate effectively
Ability to organize tasks
Ability to exercise good judgment

SPECIFIC SKILLS:

Must possess computer skills
Must possess general office/secretarial skills
Ability to operate office equipment
Must appropriately handle confidential information

(Reasonable accommodations may be made to enable a qualified individual with a disability or disabilities to perform the primary duties and responsibilities of the job)



Scope of Work

Thank you for the opportunity to provide this proposal for the replacement of areas of existing lighting in the High School. The following is based on the site survey performed on February 3, 2015. The survey scope at Penn Manor High School was limited to the main, auxiliary and wrestling gyms as well as the cafeteria.

Main Gym (East)

- Remove and dispose of the existing 400w metal halide fixtures
- Provide and install 40 new 4 ft. LED Hi-Bay 8 lamp fixtures

Auxiliary Gym

- Remove and dispose of the existing 400w metal halide fixtures
- Provide and install 10 new 4 ft. LED Hi-Bay 8 lamp fixtures

Wrestling Gym

- Remove and dispose of the existing 400w metal halide fixtures
- Provide and install 10 new 4 ft. LED Hi-Bay 8 lamp fixtures

Cafeteria

- Remove and dispose of the existing 400w metal halide cylindrical fixtures
- Provide and install 13 new black cylindrical. LED fixtures
- Remove and dispose of the existing 250w recessed can fixtures
- Provide and install 35 new 57w LED recessed can fixtures
- Remove and dispose of the existing 4 ft. T8 bulbs for parabolic recessed 2 lamp fixtures
- Re-lamp with 70 new 15w LED 4 ft. bulbs
- Remove and dispose of the existing 100w incandescent bulbs
- Re-lamp with 19 new 8w LED bulbs

Total Price:..... \$148,760.00

Exclusions

- Identification and/or Removal of any Material containing Asbestos
- Connections or modifications to BAS.
- Service or material not in scope of work
- Repairs to existing equipment.
- Work will be performed during normal Trane business hours.
- Permits (excluding crane) and Fees

Warranty

- Trane equipment: 1 year parts and labor from date of startup
- Non-Trane Equipment: as provided by the manufacturer
- Installation workmanship: one year from date of substantial completion

PENN MANOR SCHOOL DISTRICT

April 20, 2015 Board Agenda

New employee for the 2015-2016 school year:

Baber, Danita M. – secondary professional employee, full-time, 110%, 209 days, permanent position, Masters' +15 Degree, no experience, Step 1, \$48,546.00 + \$4,854.60 = \$53,400.60, pending receipt of required documents. Assignment: School Psychologist/Penn Manor High School/Marticville Middle School

Ms. Baber graduated from Franklin and Marshall College with a BA in English Literature and will complete her post-baccalaureate certificate in school psychology from Eastern University this May. Currently, Danita is completing her internship with Lancaster-Lebanon IU #13. She is a member of the National Association of School Psychologists, the International School Psychology Association, and the psychology honors society at the graduate level. Danita resides in the Conestoga Valley School District and enjoys crafting with her nieces, spending time with her three sisters, and teaching herself to sew.

Change in status [*] for the 2015-2016 school year:

Howe, Eric J.* – professional administrative employee, 10 month, 210 days, full-time, permanent position, effective August 3, 2015, Administrative Act 93 Level, \$86,099.50 [change from 11 month, 225 days, High School Assistant Principal. Assignment: Principal/Hambright Elementary School

Mr. Howe has been employed with the district since August 2002, spending $6\frac{3}{8}$ years as a social studies teacher, $1\frac{5}{8}$ years as dean of students and 5 years as assistant principal at the high school.