Agenda – Committee of the Whole Penn Manor School District Monday, August 3, 2015 Manor Middle School – Board Room

EXECUTIVE SESSION 6:30	Personnel
	Student Matter
<u>COMMITTEE OF THE WHO</u> 7:00	<u>DLE</u>
CALL TO ORDER:	Mr. Long
NEXT MEETING:	The next scheduled meeting of the Penn Manor School Board will be held on Monday, August 17, 2015 at 7:00 p.m. in the Board Room of the Manor Middle School.
ROLL CALL:	
APPROVAL OF MINUTES:	July 20, 2015 http://www.pennmanor.net/boardminutes/
CITIZEN'S COMMENTS:	Name and Address
BOARD DEVELOPMENT OPI	PORTUNITIES AND REPORTS:
<u>Item 1</u> . <u>PS</u> (7:15-7:25)	SBA 2016 Delegate Assembly – Mr. Long
Ex wi	xplanation: Mr. Long will review names of interested board members who ish to serve as delegates for the upcoming October PSBA delegate esembly.
A	pproval for Placement on the August 17 Board Meeting Agenda
<u>Item 2</u> . <u>Fi</u>	rst Reading - Revised School Board Policies – Dr. Leichliter

Item 2.First Reading - Revised School Board Policies– Dr. Leichliter(7:25-7:45)Explanation: Dr. Leichliter will review updated Board Policies 113-3,116,<br/>127, 137, 138, 201, 212, 237, 819, 918

Approval for Placement on the August 3 Board Meeting Agenda

Page 1

<u>Item 3</u> . (7:45-8:05)	Update on 2015 PSSA Scores – Dr. Shaffer & Dr. Egan
(112 0102)	Explanation: Dr. Shaffer and Dr. Egan will discuss preliminary data received from the PA Department of Education regarding 2015 PSSA data. The State Board of Education recently revised cut scores which dramatically lowers the percentage of students proficient and advanced across the Commonwealth of Pennsylvania.
	Information Only
<u>Item 4</u> . (8.05, 8.15)	District Enrollment Study – Dr. Leichliter & Mr. Johnston
(8:05-8:15)	Explanation: Penn Manor commissioned an enrollment study in 2007. With the discussion of the High School Master Plan and recent housing development projects underway, including a proposed rezoning of the Armstrong tract in Manor Township, the administration believes the district should commission an updated study.
	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.

Penn Manor S Monday, Augu Manor Middle		le
CALL TO OR	DER:	
MOMENT OF	SILENCE	Mr. Long
FLAG SALUT	ГЕ:	Mr. Long
NEXT MEET	ING:	The next scheduled meeting of the Penn Manor School Board will be held on Monday, August 17, 2015 following the Committee of the Whole meeting.
ROLL CALL:		
CITIZEN'S C	OMMENTS:	
APPROVAL (	OF MINUTES:	July 15, 2015 http://www.pennmanor.net/board/minutes/
SUPERINTEN	NDENT'S REPORT:	
<u>Item 1.</u>	<b>Review of School Board Me</b>	eting Agenda – Mr. Long
<u>Item 2.</u>		ittee of the Whole Meeting – The administrative staff is the following: (ROLL CALL)

A. First Reading of Updated School Board Policies

*Explanation: Updated policies will be reviewed for a first reading - 113-3,116, 127, 137, 138, 201, 212, 237, 819, 918* 

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

A. <u>School District Physician</u> – Timothy Weaver, M.D. of Manor Family Health as the School District's Physician for the 2015-2016 school year at the rate of \$4,000

*Explanation: Dr. Weaver has agreed to continue his service. There will be no rate increase this year.* 

B. <u>Lancaster General Hospital Drug Screening Contract</u> for the 2015-2016 school year (pages 4-9)

Explanation: The fees have remained the same since the 2009-2010 school year.

C. <u>New Story Tuition Agreement</u> for the 2015-2016 school year

*Explanation: To provide services for two students during the 2015-2016 school year at rates of \$250 and \$375 per student.* 

D. <u>Proposal to Provide Professional Surveying Services</u> by Diehm & Sons in the amount of \$12,900 for work on the Conestoga Elementary Renovation project. (pages 10-12)

*Explanation: To provide a topographical survey and digital base plan preparation as per the attached proposal. To be paid from the Capital Reserve Fund.* 

 E. <u>Manor MS Paving & Tennis Court Repairs Change Orders</u> as cited (pages 13-15) Change Order 4 - increase of \$3,310.00 - Adjusted amount of Asphalt Fabric required in roadway Change Order 5 - increase of \$4,680.00 - Adjusted amount of crack repair membrane required over allowance

*Explanation: Change orders occur as part of the construction process. The changes listed will increase the contract amount by* \$7,990.00.

# <u>Item 4.</u> <u>Consent Agenda for Personnel</u> – The administrative staff is recommending approval of the following: (ROLL CALL)

- A. <u>Employment and Change in Status</u> of the individuals listed per the effective date for the 2015-2016 school year (pages 16-17)
- B. <u>Resignation</u> of the individuals listed per the effective date: Brandon Way, Special Education Teacher, High School, effective 7/20/15 Dawn Bates, Part Time Custodian, Hambright, Effective 6/5/2015 Chris Brody, Cafeteria Aide, Manor Middle School, Effective 7/27/2015
- C. <u>Seasonal Weight Room</u> to provide coverage for the weight room at the rates cited below for the 2015-2016 school year.

Steve O'Neill – 88 scheduled summer weight room hours at \$23.84 per hour Steve O'Neill – 114 scheduled fall weight room hours at \$23.84 per hour Steve O'Neill – 120 scheduled winter weight room hours at \$23.84 per hour Steve O'Neill – 134 scheduled spring weight room hours at \$23.84 per hour

D. <u>Team Training Hours</u> to provide up to 100 hours of weight room athletic team training for the 2015-2016 school year at the rate cited below.

Steve O'Neill – up to 100 weight room athletic team training hours at \$23.84 per hour

E. <u>Speed Training Hours</u> to provide up to 30 hours of speed training for the 2015-2016 school year at the rate cited below.

Steve O'Neill – up to 30 speed training hours at \$23.84 per hour

F. <u>Mentors</u> for the 2015-2016 school year as listed (page 18).

Explanation: All new teachers and teachers changing positions are assigned a mentor. This is required by the Pennsylvania Department of Education. It is also required as part of the New Teacher Induction Plan in the EStrategic Plan.

# ADJOURNMENT

## SCHEDULING AN APPEARANCE ON THE AGENDA

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## LANCASTER GENERAL HEALTH OCCUPATIONAL MEDICINE RANDOM POOL AGREEMENT 2015-2016

**Penn Manor School District** (hereinafter referred to as "the District") hereby agrees to participate in a random drug testing pool for its students participating in athletics and cocurricular activities, as well as those who volunteer to participate in the program This random pool, to be called "Lancaster General Hospital Occupational Medicine/Penn Manor School District Pool" (hereafter "The Pool"), will be administered by Lancaster General Hospital Occupational Medicine, 2110 Harrisburg Pike, Suite 21, Lancaster, PA 17604-3200 (hereafter "LG Health"), which will also provide Medical Review Officer (MRO) services.

#### I. Responsibilities of the District

- A. It is the responsibility of the District to determine and include only its students subject to the drug screening policy (hereafter "the Policy").
- B. The District will provide to LG Health the list of students eligible to be entered into the Pool with the following demographic information:
  - 1. Student name
  - 2. Student ID number.
  - 3. School
- C. The District will provide to LG Health the name(s) of the individuals within the District who serve as a Designated Employer Representative(s) (DER) and who may be contacted regarding the random selection and the right to be notified of and/or receive the testing results. Information provided should include both the primary and alternate DER's along with their telephone and confidential FAX numbers.
- D. It is understood that the notification to the District of students selected is confidential and that the authorized contact persons shall not disclose the names of the students selected for testing to any non-authorized individuals prior to notifying the student of his/her selection to be tested.
- E. The District will ensure that the students report for testing on the date determined by the District, which will be provided by the District no later than the time of notification of the students selected for testing. If a student is absent on the day of testing, one of 5 alternately selected students will be tested.
- F. The District will notify LG Health of any eligible student status changes *as soon as they occur* and *no later than the deadline date of the current selection period*. Such changes include, but are not limited to the following:

1. Terminated students to be removed from the Pool; and/or

- 2. Students who are on an extended absence such as vacation, illness, injury, etc. As long as there is a reasonable expectation that the student will be returning to school the student shall remain in the Random Pool. The notification of the extended absence is necessary to adjust the number of selections to meet the annual testing percentage requirement.
- 3. Newly enrolled students.
- G. The District will provide an updated list of its students by the deadline date of the current selection period. <u>A \$5.00 fee per student may be assessed for alternate selections required due to the failure of the school to provide an updated student list prior to the monthly selections.</u>
- H. If requested to do so by the MRO, the District will make a reasonable attempt to contact a parent who has not responded to the MRO's attempts to discuss a student's controlled substances test result. The District will provide the MRO with written evidence of its attempts to contact the parent/guardian in writing.
- I. The District shall pay LG Health for services within the scope of this agreement and agrees to accept final responsibility for payment of the services. Services may include any charges incurred for providing testimony in court or deposition.
- J. The District agrees that LG Health, its MRO, physicians, employees or agents assume no responsibility for maintaining or enforcing the District's controlled substance policy.
- K. The District will assure that student and parent consent forms are executed and are on file.

## II. Responsibilities of LG Health

- A. All testing performed by LG Health will be conducted in accordance with federal regulations.
- B. LG Health will be responsible for the selection of the students to be random tested as follows:
  - 1. LG Health will conduct random selections in compliance with the District's Drug Screening Policy.
  - 2. The list of names of students to be tested shall be randomly selected, computer-generated and confidential.
  - 3. The testing frequency will be mutually determined by LG Health and the District's Superintendent during the school year. The District's Superintendent will decide upon testing dates.
  - 4. The list of students selected for the School will be provided to the District's DER marked "*Confidential*".

- C. The scope of MRO services include, but are not limited to the following:
  - 1. Review of drug screening results in accordance with the District's Policy.
  - 2. Contacting the donor's parent and/or guardian if necessary to discuss the results of any positive test. This contact may include a request to the District by the MRO to contact the donor on his/her behalf.
  - 3. The MRO will forward a final result for each controlled substance test in accordance with the District's Policy.
- D. LG Health and/or MRO will maintain all records in accordance with the District's Policy.
- E. LG Health will provide annual statistical summaries for the Pool.

## **III.** Miscellaneous Provisions

- A. This Agreement does not constitute a contract of employment. The relationship of LG Health to the District created by this Agreement is that of an independent contractor. The District and LG Health further agrees that LG Health's MRO(s), physicians, employees or agents shall not be considered to be employees of the District.
- B. Indemnifications
  - 1. LG Health agrees that it shall indemnify and defend the District, its officers, directors, employees or agents from all claims, demands, actions or other proceedings asserted or commenced against them by any person or entity arising from the negligent or intentional acts of LG Health in the performance of any service under this Agreement.
  - 2. Without waiving any immunity provided to the District under The Political Subdivision Tort Claims Act, The District agrees to indemnify and defend LG Health from all claims, demands, actions or other proceedings asserted or commenced against them by any person or entity arising from the negligent or intentional acts of the District, its officers, employees or agents in the performance of any service under this Agreement, whether or not acting within the scope of their authority.
- C. Neither the District nor LG Health shall assign or transfer its obligations or rights in this Agreement without the written consent of the other. Nothing herein shall be construed as giving rights or benefits herein to anyone other than the District or LG Health.
- D. If during the term or any subsequent term of this Agreement there is a significant change(s) in the requirements of the District's Policy affecting the contracted services covered under this Agreement or the contracted services are significantly affected as the result of other regulatory changes or changes mandated by federal, state, or local law, both parties agree to re-negotiate the services and fees.

E. The responsibilities, obligations, and liabilities shall survive the term of this Agreement.

#### IV. Fee Schedule

- A. See Attachment I. Fee Schedule, for all pricing.
- B. LG Health reserves the right to review prices and adjust them to reflect its general pricing policies from time-to-time.

## V. Term

- A. This Agreement shall be in effect for a period of one year from the date of execution. Either party may terminate the Agreement with a 30-day written notice to the other party sent via certified mail, with a copy also sent by regular mail. The 30- day period will commence with the post-mark date of the certified article and/or the post-mark date of the notification sent via regular mail, whichever comes first.
- B. Both parties may terminate the Agreement by mutual consent and waive the 30day period only if all District students selected prior to the mutual agreement to terminate have been tested.
- C. LG Health may terminate the Agreement for non-payment of services at any time upon written notice to the District of its intentions to terminate the Agreement following a good faith effort to collect payment. If the Agreement is terminated under these conditions, the 30-day period will be considered to be waived.
- D. Either the District or LG Health may either terminate the Agreement for noncompliance if either party fails to perform its responsibilities under this Agreement.
- E. Notification of termination of the Agreement will be addressed as follows:
  - 1. To LG Health:

Attention: Supervisor Lancaster General Occupational Medicine 2110 Harrisburg Pike - Suite 21 P.O. Box 3200 Lancaster, PA 17604-3200

2. To District:

Attention: Superintendent Penn Manor School District P.O. Box 1001 Millersville, PA 17551

# VI. Execution of Agreement

Intending to be legally bound, the District agrees to enter into the Lancaster General Hospital Occupational Medicine Random Substance Abuse Testing Program with LG Health. The Agreement will commence on the date the Agreement is endorsed by the LG Health. Both parties agree to abide by the terms of the Agreement as evidenced by the signatures below:

By District:

Date

Signature, Authorized Representative

By Lancaster General Health:

Date

Signature, Authorized Representative

# Attachment I. Fee Schedule

Set up of collection area before each random tasting session \$25.00

Travel Time for nurse(s)

\$32 per hour

5-Panel urine Drug Screen \$41.00 each (Includes specimen collection, lab testing and MRO function.)

5-Panel Rapid Urine Drug Screen (Negatives) \$30.00 Confirmation Test for Non-Negative Specimen \$25.00 (Includes specimen collection, lab testing and MRO function.)

8-Panel Urine Drug Screen \$41.00 (Includes specimen collection, lab testing and MRO function.)

Retesting specimen if there is a challenge on a positive test result \$65.00

Nurse's hourly fee

Confidential

\$30.00



June 26, 2015

Penn Manor School District Attn.; Mr. Dennis Coleman, Director of Buildings and Grounds 2950 Charlestown Road Lancaster, PA 17603

#### SUBJECT: Proposal to Provide Professional Surveying Services -**Topographic Survey & Digital Base Plan Preparation** Penn Manor School District - Conestoga Elementary School Conestoga Township, Lancaster County, PA

Mr. Coleman,

We appreciate the opportunity to submit the following proposal for the project referenced above. As a full service firm offering surveying, planning and engineering services, Diehm & Sons maintains the level of technical expertise, ability and experience to meet and exceed your needs in the most proficient, accurate and professional manner. We are committed to employing state-of-the-art technology, maintaining continual communication, and being as cost-effective as possible.

We present written proposals to potential clients so there is a clear understanding of both the scope of our services and the estimate of cost and time to complete the project. This open line of communication is a critical element in our process and key to our mutual success. Please accept this proposal as the basis for our services. No change in the scope of services and costs thereof will be made without prior notification to and approval by, you the Client.

#### SCOPE OF SERVICES

- 1. Diehm will complete the necessary deed and records research for the site and adjoining parcels. Based on said research, Diehm will prepare plots of the site parcel and adjoining parcels in preparation of performing the field work.
- 2. Diehm will coordinate with a school representative to review all available existing plans for the site and the existing building. Information significant to the proposed site design will be incorporated into the digital plan.
- 3. Diehm will perform the field reconnaissance to find available property corners and property line evidence. Diehm will make the necessary surveying observations to locate and clearly identify the existing property corners and lines.
- 4. Diehm will make the survey observations necessary to produce a digital base plan of the entire parcel with 1' contours and locations of site improvements including all existing buildings, roads, parking areas, curbing, walkways, sports fields, etc.

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- 5. Diehm will make the survey observations necessary to establish the location and elevations of all tie-in points critical to the proposed design, including existing road and drive x-sections, finished floors, storm and sanitary sewer structures.
- 6. Diehm will map buried utilities including water/fire hydrant mains, sanitary sewer, storm sewer, natural gas, and electric services. This mapping will be based on surface information, existing plans, and markings provided through the PA One Call system.
- Diehm will make the necessary observations to place the base mapping on a realization of the State Plane Coordinate System (PA-South Zone-NAD 83) and on a published vertical Datum (NAVD 88). This tie will allow continuity with GIS resources, including information associated with the Lancaster County GIS Department and the PAMAP GIS project.
- 8. Diehm will complete the base mapping as a digital CAD product. The product will be developed utilizing Autodesk software and will be delivered in an associated format.
- 9. Diehm will review the survey information on the proposed plans and will provide a signature and professional seal of a surveyor's certificate.

#### COMPENSATION

Diehm and Sons will perform the **9 ITEMS** outlined above under the title of **SCOPE OF SERVICES** for a lump sum price of **Twelve Thousand Nine Hundred DOLLARS (\$ 12,900.00)**.

#### TIME FRAME FOR COMPLETION

Diehm and Sons will begin work on the above referenced project immediately upon receipt of the enclosed Acceptance/Authorization to Proceed Form. We will complete and deliver the finished products within approximately 45 Days.

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#### ACCEPTANCE/AUTHORIZATION TO PROCEED

If this proposal is acceptable to you, please sign where indicated below and return a copy to our office to serve as our formal authorization to proceed under the terms and conditions described herein and under the Standard Terms & Conditions as attached to this proposal. Standard Terms & Conditions are a part of this agreement by reference.

Thank you for considering us for this work. We look forward to working with you on this project. If you have any questions, please call us.

Sincerely, **DIEHM & SONS, INC.** 

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Timothy D. Diehm, P.L.S. President / CEO

#### **AUTHORIZATION TO PROCEED**

Diehm & Sons is hereby authorized to proceed under the terms and conditions described herein.

Authorized Signature

Date

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General Contractors/Construction Services/Design-Build 22A East Roseville Road, Lancaster, PA 17601

July 22, 2015

Mr. Dennis Coleman Penn Manor School District 2950 Charlestown Rd. Lancaster, PA 17603

Re: Manor MS Paving & Tennis Court Repairs MCA Proposal No. 4

Dear Denny:

Per your directive and authorization, we have completed furnishing and installation of 800 SY of Mirafi MPV600 asphalt paving fabric. The paving fabric was installed in the roadway at areas showing extensive cracking, which were not indicated on the drawings as requiring repair measures. In addition, the fabric was installed at the roadway area that did call for full depth repair. The fabric was installed in lieu of the full depth repair.

Attached is a reduced size Drawing SP-2, on which the areas that received the asphalt fabric are noted in red.

Accordingly please issue a change order in the amount of THREE THOUSAND THREE HUNDRED TEN AND 00/100 DOLLARS (\$3,310.00) be issued reflecting this changed work. A breakdown of costs is as follows:

Furnish and install 800 SY of Mirafi MPV600 asphalt paving fabric: Add: \$4,480.00

Delete 39 SY of full depth repair in roadway:

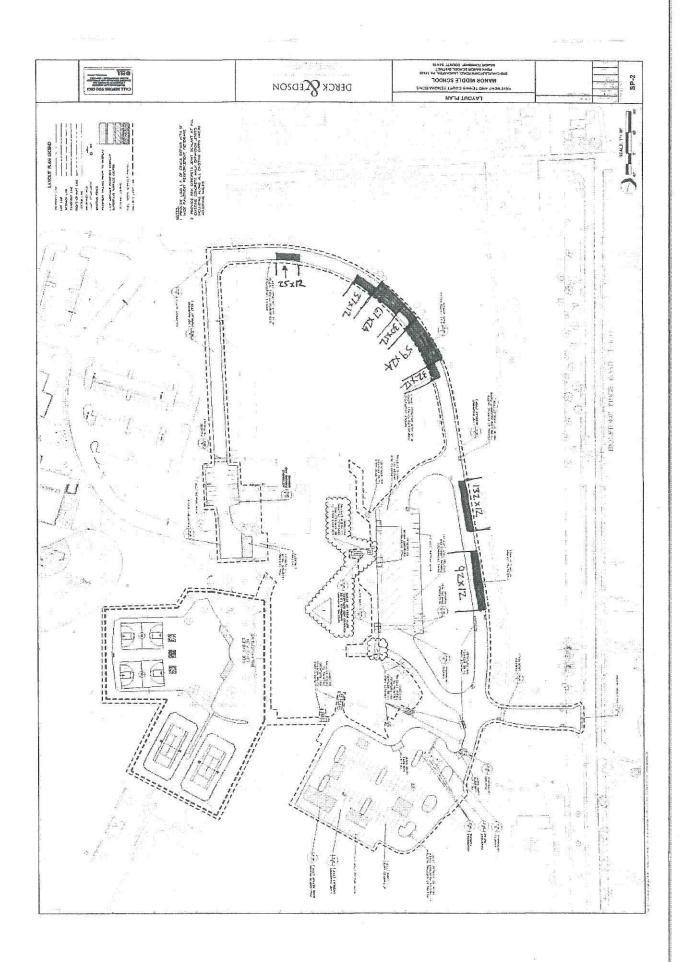
Deduct: \$1,170.00

Sincerely,

MCA CONSTRUCTION

Michael E. Boyce President

attachment





General Contractors/Construction Services/Design-Build 22A East Roseville Road, Lancaster, PA 17601

July 22, 2015

Mr. Dennis Coleman Penn Manor School District 2950 Charlestown Rd. Lancaster, PA 17603

Re: Manor MS Paving & Tennis Court Repairs MCA Proposal No. 5

Dear Denny:

We have completed furnishing and installation of 2,900 LF of pavement crack repair membrane.

Per the project bidding documents, we were to include 1,600 LF of the repair membrane material. On June 26<sup>th</sup>, we advised that an amount of 1,300 LF had been used already at the tennis courts and the basketball/play areas, and the quantity required would exceed the quantity allowance.

Accordingly, please issue a change order in the amount of FOUR THOUSAND SIX HUNDRED EIGHTY AND 00/100 DOLLARS (\$4,680.00), reflecting the furnishing and installation of the additional 1,300 LF, over and above the allowance quantity.

Sincerely,

MCA CONSTRUCTION

Michael E. Boyce President

#### PENN MANOR SCHOOL DISTRICT

#### August 3, 2015 Board Agenda

New employees for the 2015-2016 school year:

<u>Gerhart, Alisha A.</u> – elementary/secondary professional employee, full-time, permanent position, B.S. Degree, no experience, Step 1, \$42,287, pending receipt of required documents. Assignment: Technology Education Teacher/Eshleman/Letort Elementary Schools/Penn Manor High School

Miss Gerhart graduated from Millersville University in May 2014 with a BS in K-12 Technology Education. Alisha's first year of teaching was spent in the ELANCO School District as a 7<sup>th</sup> and 8<sup>th</sup> grade Technology Education Teacher. She enjoys sports and is extremely fond of her Philly teams. Alisha spends her free time with family and friends.

<u>Stigelman, Amy K.</u> – elementary professional employee, full-time, long-term substitute, first semester, B.S. Degree, 5 years' experience, Step 5, \$44,322 +\$1,200 = \$45,522 [\$21,922.49 prorated 87 days plus 4.5 in-service days], pending receipt of required documents. Assignment: Learning Support Teacher/ Pequea Elementary School

Mrs. Stigelman graduated from Millersville University in May 1998 with a dual certification in Elementary Education and Special Education. Amy began her teaching career at Columbia Borough School District and worked five years as a learning support teacher at Hempfield School District. For the past several years she has taught at the Preschool Express in Millersville and is currently serving as the director. Amy lives in Millersville with her husband and three children. She enjoys reading, long walks, and working in the yard.

# Support Staff Personnel Action Items

Board	Last	First			Hours per Days per	Days per			Total Overall	
Action	Name	Name	Position	Building	Day	Year	Rate	Status	Daily Hours	Notes
8/3/2015	SHENK	SANDRA	SHENK SANDRA HUMAN RESOURCES ASSISTANT C	CENTRAL OFFICE	8.00	261	\$ 45,500.00 Permanent	Permanent	8.00	8.00 Effective 8/10/2015

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

\* signifies a change in status

2015-2016 NEW EMPLOYEES WITH MENTORS

New Hires' Name	Building	Assignment	Status	Mentor's Name	Stipend
Alisha A. Gerhart	High School	Technology Education	Full-time Permanent	Christa L. Craig	\$900.00
		Semester 1/AST/Reading;			
Katherine J. Lutz	Pequea	Semester 2/Grade 3	LTS/Semesters 1&2	Mary J. Snyder /Semester 1 only	\$450.00
Amv K. Stigelman	Pequea	Learning Support	LTS/Semester 1	Julie A. Yost	\$450.00
	-				. 10