

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

EXECUTIVE SESSION

6:00 Personnel (evaluation of the Superintendent)
6:30 Personnel (review of item 4B)

COMMITTEE OF THE WHOLE

(7:00)

CALL TO ORDER: Mr. Long

FLAG SALUTE: Letort Elementary Students

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Tuesday, April 18, 2017 at 7:00 p.m. in the Board Room of the Manor Middle School.

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

ROLL CALL:

APPROVAL OF MINUTES: March 20, 2017
<http://www.pennmanor.net/boardminutes/>

CITIZEN'S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

Item 1. **Tentative Agreement with Penn Manor Education Association –**
(7:15-7:35) Dr. Leichter & Mr. Johnston

Explanation: Dr. Leichter and Mr. Johnston will review the tentative collective bargaining agreement with the Penn Manor Education Association (PMEA).

For Placement on the April 3, 2017 School Board Meeting Agenda

Item 2.
(7:35-7:45)

PSBA Resolution on Property Tax Shift Plan - Mr. Long

Explanation: Mr. Long will review a PSBA recommended resolution regarding the issue of property taxes currently being reviewed by the General Assembly.

Information Only

Item 3.
(7:45-8:10)

Gifted Program Update - Dr. Anastasio

Explanation: Dr. Anastasio will review the gifted screening process being used for 2nd graders and gifted programming being used at the secondary level.

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 3, 2017
Manor Middle School – Board Room
At Conclusion of the Committee of the Whole

CALL TO ORDER: Mr. Long

MOMENT OF SILENCE: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on **Tuesday, April 18, 2017** following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

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

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES: March 20, 2017
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

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. The Intermediate Unit 13 Core Program of Services and Instructional Media Services Budgets for the 2017-2018 school year

B. Approval of Collective Bargaining agreement with PMEA

Explanation: The administration is recommending approval of a collective bargaining agreement with the Penn Manor Education Association (PMEA) for four years from July 1, 2017 through June 30, 2021.

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

- A. Memorandum of Understanding with Penn Manor Education Association for covering classes in the absence of substitute teachers (see page 4)
- B. Textbook Approval - The committee is recommending the approval of the textbook, Chemistry, Principles and Reactions, 7th Edition, published by Brooks/Cole, Cengage Learning, in the amount of \$6,076.13.
- C. Holiday Schedules for the 2017-2018 school year as listed (see pages 5-6)
- D. Job Description (see pages 7-8)
- E. Athletic Trainer Agreement – with Orthopedic Associates of Lancaster, Ltd to provide 350 hours of supplemental trainer services annually per the attached agreement. (see pages 9-15)
- F. Tuition-Free Senior for the remainder of the 2016-2017 School Year – Kristopher Boston

Explanation: This 5 year agreement would provide supplemental athletic training services through Orthopedic Associates and will allow for greater coverage of sporting events and practices. While the current hourly rate is \$25, the hourly rate drops to \$24 in the first year of the agreement and increases incrementally to \$26 in the final year of the contract.

Explanation: In accordance with Board Policy #202

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

- A. Employment and Change in Status of the individuals listed per the effective date for the 2016 - 2017 school year (see page 16)
- B. Leaves to the individuals according to the terms listed:

Professional Employees:

Employee F43 – Family Medical - March 2, 2017 – May 1, 2017

Employee F44 - Intermittent Family Medical - March 27, 2017 – March 26, 2018

- C. Head Coaches Recommended for Renewal for the Winter 2017-2018 Season
 Boys' Varsity Basketball - Larry Bellew
 Girls' Varsity Basketball – Megan Quinn
 Wrestling – Mike Fowler
 Swimming – Cece O'Day
 Bowling – Chris Vital
- D. Athletic Worker for 2016-2017
 Justin Torres
- E. Volunteer Track & Field Coach
 Brady Parmer
- F. Appointment of Dr. Philip Gale as Secondary Coordinator effective April 4, 2017.

Explanation: Dr. Gale will continue as high school principal but will assume added duties coordinating instructional programming for grades 7-12.

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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

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

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into on April 3, 2017, to memorialize the understanding between the Penn Manor School District (PMSD) and the Penn Manor Education Association (PMEA) regarding the coverage of classes and other duties by bargaining unit members.

The Parties agree as follows:

1. Notwithstanding the provisions of Article VII.A. of the Collective Bargaining Agreement entitled "Teaching Hours and Teaching Duties," the Parties agree the following provision that will remain in full force and effect until June 30, 2019:

In the event a teacher is asked to cover duties of another teacher during his/her regularly scheduled preparation period, such teacher shall be entitled to compensation at the rate of \$33.00 per hour, which is equal to the curriculum rate.

2. Building principals will endeavor to solicit volunteers from a volunteer list for the purposes of providing coverage. This list shall be executed alphabetically with the intent that opportunities will be given to all volunteers. The principal and/or building office personnel will keep track of where they are on the list each day so as to move to the next letter on the next day coverage is needed until the end of the list is reached, upon which they will return to the beginning of the alphabet to ask for volunteers. It is understood, however, that the Administration will have the right to establish methodologies of how to reasonably contact faculty members who may volunteer and in the event they do not respond within a defined period of time, they could go to the next individual/letter on the volunteer list. Volunteers still have the option to turn down the request, unless the District cannot find a volunteer who is qualified or reasonably available to cover the class. As a general principle, the volunteer list shall be exhausted before asking other Bargaining Unit Members. Bargaining Unit Members who have a preparation period during the needed period shall be asked prior to pulling AST, CSS, ELL, Gifted, Music, etc. teachers from their regularly-scheduled instructional periods.
3. Bargaining Unit Members in Penn Manor High School will maintain the ability to be allowed to cover one-third, one-half, or a full period, depending on their preference. This agreement would apply to coverage for Coordinator Meetings, as well.
4. Bargaining Unit Members in the elementary schools who have had students added to their classrooms from splitting a class due to the lack of a substitute shall be compensated in kind for the number of hours the additional students are in their classrooms.
5. A schedule will be maintained by the District that identifies each employee's assigned preparation time. If an employee covers a class during his/her scheduled preparation time, the employee shall submit a time sheet to the Business Office. A record of coverage periods shall be kept for each employee, and payment shall be included in the paycheck following such coverage, unless the coverage occurs on the date after information is remitted for the regular payroll payment.
6. The Parties agree that, except as otherwise expressly set forth herein, this MOU does not in any way impact, alter, amend, or otherwise modify the Parties' Collective Bargaining Agreement or either party's interpretation or application of current collective bargaining language.
7. The Parties agree to review this MOU by April 1, 2019 in order to potentially renew it for another two-year term.

The parties hereby indicate their agreement to the above terms by affixing their signatures below.

Penn Manor School District

Penn Manor Education Association

By: _____
Authorized Representative

By: _____
Authorized Representative

Date: _____

Date: _____

*Office of the Superintendent
Penn Manor School District*

TO:	Building Administrators Cheryl Shaffer Chris Johnston Theresa Kreider Jerry Egan Charlie Reisinger (Technology Staff) Chad Billman Chip Mathias (12-Month Custodians) Jeff Roth Theresa Chiodi	Beth Shenenberger Judy Duke Neil Fellenbaum Brian Wallace Marilyn Springer Kimberly Finkbiner Shelley Hodson Carolyn Finegan Patty Glasser Lindsay Scarlett Lori Barley Cindy Rhoades
-----	---	--

FROM: Mike Lechlitter

RE: Holiday Schedule 2017-2018

DATE: April 3, 2017

Following are the dates officially scheduled as holidays for the 2017-2018 school year:

July 4	-	July 3, 2017 (Monday)
	-	July 4, 2017 (Tuesday)
Labor Day	-	September 4, 2017 (Monday)
Thanksgiving	-	November 23, 2017 (Thursday)
	-	November 24, 2017 (Friday)
Christmas	-	December 25, 2017 (Monday)
New Year's	-	January 1, 2018 (Monday)
Presidents' Day	-	February 19, 2018 (Monday)
Good Friday	-	March 30, 2018 (Friday)
Memorial Day	-	May 28, 2018 (Monday)

**Office of the Superintendent
Penn Manor School District**

TO: Carol Alexander, Diana Alston, Valerie Bosso, Sharlotte Dammerman, Sharon Knighton,
Doris Long, Phyllis Martin, Jill Albert, Stacy Sullenberger
FROM: Mike Leichliter
RE: Holiday Schedule 2017-18
DATE: April 3, 2017

Following are the dates officially scheduled as holidays for the 2017-2018 school year: There will be no deviations from the schedule. All 12-month secretaries must work 8 hours per day, exclusive of a ½ hour lunch break year round.

July 4	-	July 3, 2017 (Monday)
	-	July 4, 2017 (Tuesday)
Labor Day	-	September 4, 2017 (Monday)
Thanksgiving	-	November 23, 2017 (Thursday)
	-	November 24, 2017 (Friday)
Christmas	-	December 25, 2017 (Monday)
New Year's	-	January 1, 2018 (Monday)
Presidents' Day	-	February 19, 2018 (Monday)
Good Friday	-	March 30, 2018 (Friday)
Memorial Day	-	May 28, 2018 (Monday)

As a reminder, it was previously communicated that in an effort to maintain equity with other support staff personnel, the summer hours system will be phased out through attrition. To clarify the pre-July 1, 2008 system:

- 12 month secretaries work an 8 hour day throughout the year, but are eligible for additional paid time off as designated by the administration. This paid time off is calculated each year by the payroll department and days off are determined by the administration.

Beginning July 1, 2008, anyone hired as a 12 month secretary will no longer receive the benefits associated with summer hours. Existing employees will be grandfathered into the system, but no new staff will receive such benefit. To clarify the post-July 1, 2008 system:

- 12 month secretaries hired to a position previous to June 30, 2008 will work an 8 hour day throughout the year, but are eligible for additional paid time off as designated by the administration. This paid time off will be calculated each year by the payroll department and days off will be determined by the administration.
- 12 month secretaries hired to a position after June 30, 2008 will work an 8 hour day throughout the year. They will not be eligible for the additional time off.

Calculation for the summer of 2017:

Days between school years:	54 days
Elimination of summer hours (daily):	.75 hours
Summer hours calculated:	40.50 hours
Summer hours benefit (rounded to nearest half day):	5.0 days

For this year, the following days are designated as vacation:

December 26, 27, 28, 29, 2017

Fifth day is a floating holidays.

PENN MANOR SCHOOL DISTRICT

TITLE: Title 1 Assistant

DATE: November 3, 2014

REPORTS TO: Principal

APPROVED: April 3, 2017

JOB SUMMARY: Provide support to students in reading including teaching and re-teaching skills, assessing progress, and reinforcing reading strategies. Provide support to students in math, including teaching and re-teaching skills, assessing progress and reinforcing math strategies.

PRIMARY DUTIES AND RESPONSIBILITIES:

1. Follow lesson plans to instruct and reinforce present reading and math curricula and identify prerequisite foundational skills as needed.
2. Utilize assessment tools including core phonics, CDT's DIBELS, DRA, QRI, reading tests, math benchmarks, teacher observations, writings, and running records.
3. Monitor and evaluate student progress in reading and math. Evaluate student strengths and needs including monitoring students' reading comprehension, reinforcing skills and strategies to promote independent reading; and reinforcing skills and strategies to promote independence in math calculations and applications.
4. Instruct and reinforce vocabulary to aid in understanding and develop background knowledge.
5. Communicate with teachers concerning student progress and curriculum.
6. Evaluate student progress and communicate with teachers and parents. Provide input on student progress for Instructional Support Team meetings and Multi-disciplinary Evaluations.
7. Provide supplemental materials to support students and classroom teachers.
8. Perform other duties as assigned by the principal.

QUALIFICATIONS: Must have secondary high school diploma or equivalent
Must have completed two years of study at an institution of higher education (transcripts required); OR obtain an associate's (or higher) degree
Knowledge of federal, state, and local regulations needed
Knowledge of Public School Code
Submission of pre-employment medical examination (Section 148 of the Pennsylvania School Code)
Submission of a report of criminal history record from the Pennsylvania State Police (Section 111 of the Pennsylvania School Code) Nonresidents and Pennsylvania residents who have not resided in the Commonwealth for at least two years prior to the date of

application for employment are required to obtain an FBI Criminal History Record
Submission of a clearance report from the Pennsylvania Department of Public Welfare in accordance with Act 151 of 1994
Such alternatives to the above qualifications as the Board may find appropriate and acceptable

PHYSICAL DEMANDS: Ability to reach above and below the waist
Ability to use fingers to pick, feel and grasp objects
Some stooping, bending and twisting of the body required
Ability to lift and/or carry supplies and/or papers weighing no more than 25 lbs.
Ability to stand, walk, or move throughout the classroom for extended periods of time

SENSORY ABILITIES: Visual acuity
Auditory acuity

WORK ENVIRONMENT: Typical classroom environment
Subject to inside environmental conditions

TEMPERAMENT: Must possess excellent interpersonal skills
Able to make judgments and work under high level of stress

COGNITIVE ABILITY: Ability to communicate effectively
Ability to organize tasks
Ability to handle multiple tasks
Ability to exercise good judgment

SPECIFIC SKILLS: Must possess computer skills
Ability to operate various school/office equipment
Knowledge of student learning processes
Knowledge of stages of child development
Knowledge of student behavior management strategies
Ability to plan coherent and sequential lessons
Ability to communicate well with children
Must possess a valid Pennsylvania driver's license and access to independent transportation

(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.)



ATHLETIC TRAINING AGREEMENT

This Agreement (the "Agreement") is dated and effective as of the 1st day of August 2017, by and between Orthopedic Associates of Lancaster, Ltd., (the "Provider") and Penn Manor High School (the "School").

OAL LANCASTER

North Pointe Business Park
170 North Pointe Blvd.
Lancaster, PA 17601

OAL WILLOW STREET

Willow Valley Medical Center
212 Willow Valley Lakes Dr., Ste 201
Willow Street, PA 17584

OAL AT SPOOKY NOOK SPORTS

2913 Spooky Nook Rd., Ste 100
Manheim, PA 17545

ORTHOPEDIC SURGEONS

David P. Hughes, M.D.
Gerald W. Rothacker, Jr., M.D.
David D. Sieger, M.D.
James H. Carson, M.D.
Paul F. Carroll, M.D.
Carl M. Adolph, Jr., M.D.
Christopher C. Cooke, M.D.
Michael W. Gish, M.D.
John C. Rodgers, M.D.
Frank M. Essis, Jr., M.S., M.D.
Vincent Battista, M.D.
Joel A. Horning, M.D.
Thomas M. Ring, M.D.
Rodney E. Brennenman, M.D.
Colin C. Heinle, M.D.
Kathryne J. Stabile, M.D.

Emeritus

Alfred J. Cooke, Jr., M.D.
John H. Shertzer, M.D.
Edward D. Maley, M.D.

PHYSICAL MEDICINE &

PAIN MANAGEMENT

Jeffrey R. Conly, M.D.
Jackson W. Liu, M.D.

PHYSICIAN ASSISTANTS

Eric L. Zimmerman, PA-C
Rene M. Battista, PA-C
Jessica B. Tiedebohl, PA-C
Christina L. Bulley, PA-C
Eric D. Thompson, PA-C
Stephanie R. Cody, PA-C
Kimberly A. Henry, PA-C
Allison Z. Sobota, PA-C
Travis J. Transue, PA-C
Maureen E. Schuller, PA-C
Christopher M. Carrier, PA-C

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 develop and 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:

Agreement

1. Engagement.

- a. School engages Provider to be primary provider of Athletic Training Services, with first right of refusal, 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.

The official team physicians for



**OAL LANCASTER**

North Pointe Business Park
170 North Pointe Blvd.
Lancaster, PA 17601

OAL WILLOW STREET

Willow Valley Medical Center
212 Willow Valley Lakes Dr., Ste 201
Willow Street, PA 17584

OAL AT SPOOKY NOOK SPORTS

2913 Spooky Nook Rd., Ste 100
Manheim, PA 17545

ORTHOPEDIC SURGEONS

David P. Hughes, M.D.
Gerald W. Rothacker, Jr., M.D.
David D. Sieger, M.D.
James H. Carson, M.D.
Paul F. Carroll, M.D.
Carl M. Adolph, Jr., M.D.
Christopher C. Cooke, M.D.
Michael W. Gish, M.D.
John C. Rodgers, M.D.
Frank M. Essis, Jr., M.S., M.D.
Vincent Battista, M.D.
Joel A. Horning, M.D.
Thomas M. Ring, M.D.
Rodney E. Brennenman, M.D.
Colin C. Heinle, M.D.
Kathryne J. Stabile, M.D.

Emeritus

Alfred J. Cooke, Jr., M.D.
John H. Shertzer, M.D.
Edward D. Maley, M.D.

**PHYSICAL MEDICINE &
PAIN MANAGEMENT**

Jeffrey R. Conly, M.D.
Jackson W. Liu, M.D.

PHYSICIAN ASSISTANTS

Eric L. Zimmerman, PA-C
Rene M. Battista, PA-C
Jessica B. Tiedebohl, PA-C
Christina L. Bulley, PA-C
Eric D. Thompson, PA-C
Stephanie R. Cody, PA-C
Kimberly A. Henry, PA-C
Allison Z. Sobota, PA-C
Travis J. Transue, PA-C
Maureen E. Schuller, PA-C
Christopher M. Carrier, PA-C

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. The primary athletic trainer will be responsible for coordination of event coverage in all circumstances.
- 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.
- d. Provide conditioning and flexibility training suggestions to the school coaching staff with the advice and/or consent of a team physician.
- e. Assist the team physician 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.
- g. Coordinate injury evaluation and provide injury follow-up with the team physician 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.

The official team physicians for



**OAL LANCASTER**

North Pointe Business Park
170 North Pointe Blvd.
Lancaster, PA 17601

OAL WILLOW STREET

Willow Valley Medical Center
212 Willow Valley Lakes Dr., Ste 201
Willow Street, PA 17584

OAL AT SPOOKY NOOK SPORTS

2913 Spooky Nook Rd., Ste 100
Manheim, PA 17545

ORTHOPEDIC SURGEONS

David P. Hughes, M.D.
Gerald W. Rothacker, Jr., M.D.
David D. Sieger, M.D.
James H. Carson, M.D.
Paul F. Carroll, M.D.
Carl M. Adolph, Jr., M.D.
Christopher C. Cooke, M.D.
Michael W. Gish, M.D.
John C. Rodgers, M.D.
Frank M. Essis, Jr., M.S., M.D.
Vincent Battista, M.D.
Joel A. Horning, M.D.
Thomas M. Ring, M.D.
Rodney E. Brennenman, M.D.
Colin C. Heinle, M.D.
Kathryne J. Stabile, M.D.

Emeritus

Alfred J. Cooke, Jr., M.D.
John H. Shertzer, M.D.
Edward D. Maley, M.D.

PHYSICAL MEDICINE &**PAIN MANAGEMENT**

Jeffrey R. Conly, M.D.
Jackson W. Liu, M.D.

PHYSICIAN ASSISTANTS

Eric L. Zimmerman, PA-C
Rene M. Battista, PA-C
Jessica B. Tiedebohl, PA-C
Christina L. Bulley, PA-C
Eric D. Thompson, PA-C
Stephanie R. Cody, PA-C
Kimberly A. Henry, PA-C
Allison Z. Sobota, PA-C
Travis J. Transue, PA-C
Maureen E. Schuller, PA-C
Christopher M. Carrier, PA-C

- j. Will operate in accordance with standard operating procedures.
- k. All athletic training coverage will be coordinated with the Athletic Director and the schools Head Athletic Trainer.
- l. The provider shall also provide additional services including, but not limited to Functional Movement Screening and 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.

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.

The official team physicians for





OAL LANCASTER
North Pointe Business Park
170 North Pointe Blvd.
Lancaster, PA 17601

OAL WILLOW STREET
Willow Valley Medical Center
212 Willow Valley Lakes Dr., Ste 201
Willow Street, PA 17584

OAL AT SPOOKY NOOK SPORTS
2913 Spooky Nook Rd., Ste 100
Manheim, PA 17545

ORTHOPEDIC SURGEONS
David P. Hughes, M.D.
Gerald W. Rothacker, Jr., M.D.
David D. Sieger, M.D.
James H. Carson, M.D.
Paul F. Carroll, M.D.
Carl M. Adolph, Jr., M.D.
Christopher C. Cooke, M.D.
Michael W. Gish, M.D.
John C. Rodgers, M.D.
Frank M. Essis, Jr., M.S., M.D.
Vincent Battista, M.D.
Joel A. Horning, M.D.
Thomas M. Ring, M.D.
Rodney E. Brenneman, M.D.
Colin C. Heinle, M.D.
Kathryne J. Stabile, M.D.

Emeritus
Alfred J. Cooke, Jr., M.D.
John H. Shertzer, M.D.
Edward D. Maley, M.D.

**PHYSICAL MEDICINE &
PAIN MANAGEMENT**
Jeffrey R. Conly, M.D.
Jackson W. Liu, M.D.

PHYSICIAN ASSISTANTS
Eric L. Zimmerman, PA-C
Rene M. Battista, PA-C
Jessica B. Tiedebohl, PA-C
Christina L. Bulley, PA-C
Eric D. Thompson, PA-C
Stephanie R. Cody, PA-C
Kimberly A. Henry, PA-C
Allison Z. Sobota, PA-C
Travis J. Transue, PA-C
Maureen E. Schuller, PA-C
Christopher M. Carrier, PA-C

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. 2017-2018: \$24.00 per hour for the first 350 hours of service (\$8,400.00), billed in 10 monthly installments of \$840.00 beginning in September 2017.
 - ii. 2018-2019: \$24.50 per hour for the first 350 hours of service (\$8,575.00), billed in 10 monthly installments of \$857.50 beginning in September 2018.
 - iii. 2019-2020: \$25.00 per hour for the first 350 hours of service (\$8,750.00), billed in 10 monthly installments of \$875.00 beginning in September 2019.
 - iv. 2020-2021: \$25.50 per hour for the first 350 hours of service (\$8,925.00), billed in 10 monthly installments of \$892.50 beginning in September 2020.
 - v. 2021-2022: \$26.00 per hour for the first 350 hours of service (\$9,100.00), billed in 10 monthly installments of \$910.00 beginning in September 2021.
- b. In the event that the School desires athletic training services to cover other athletic events hosted by the School, or goes above the 350 hours of service, the provider will bill the school an hourly rate in congruence with the contract year
- 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 5 years, commencing on August 1, 2017 and terminating on June 30, 2022, unless terminated earlier by either party with a 90 day written notice in accordance with the provisions hereof.

The official team physicians for



**OAL LANCASTER**

North Pointe Business Park
170 North Pointe Blvd.
Lancaster, PA 17601

OAL WILLOW STREET

Willow Valley Medical Center
212 Willow Valley Lakes Dr., Ste 201
Willow Street, PA 17584

OAL AT SPOOKY NOOK SPORTS

2913 Spooky Nook Rd., Ste 100
Manheim, PA 17545

ORTHOPEDIC SURGEONS

David P. Hughes, M.D.
Gerald W. Rothacker, Jr., M.D.
David D. Sieger, M.D.
James H. Carson, M.D.
Paul F. Carroll, M.D.
Carl M. Adolph, Jr., M.D.
Christopher C. Cooke, M.D.
Michael W. Gish, M.D.
John C. Rodgers, M.D.
Frank M. Essis, Jr., M.S., M.D.
Vincent Battista, M.D.
Joel A. Horning, M.D.
Thomas M. Ring, M.D.
Rodney E. Brenneman, M.D.
Colin C. Heinle, M.D.
Kathryne J. Stabile, M.D.

Emeritus

Alfred J. Cooke, Jr., M.D.
John H. Shertzer, M.D.
Edward D. Maley, M.D.

**PHYSICAL MEDICINE &
PAIN MANAGEMENT**

Jeffrey R. Conly, M.D.
Jackson W. Liu, M.D.

PHYSICIAN ASSISTANTS

Eric L. Zimmerman, PA-C
Rene M. Battista, PA-C
Jessica B. Tiedebohl, PA-C
Christina L. Bulley, PA-C
Eric D. Thompson, PA-C
Stephanie R. Cody, PA-C
Kimberly A. Henry, PA-C
Allison Z. Sobota, PA-C
Travis J. Transue, PA-C
Maureen E. Schuller, PA-C
Christopher M. Carrier, PA-C

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 (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.

The official team physicians for



**OAL LANCASTER**

North Pointe Business Park
170 North Pointe Blvd.
Lancaster, PA 17601

OAL WILLOW STREET

Willow Valley Medical Center
212 Willow Valley Lakes Dr., Ste 201
Willow Street, PA 17584

OAL AT SPOOKY NOOK SPORTS

2913 Spooky Nook Rd., Ste 100
Manheim, PA 17545

ORTHOPEDIC SURGEONS

David P. Hughes, M.D.
Gerald W. Rothacker, Jr., M.D.
David D. Sieger, M.D.
James H. Carson, M.D.
Paul F. Carroll, M.D.
Carl M. Adolph, Jr., M.D.
Christopher C. Cooke, M.D.
Michael W. Gish, M.D.
John C. Rodgers, M.D.
Frank M. Essis, Jr., M.S., M.D.
Vincent Battista, M.D.
Joel A. Horning, M.D.
Thomas M. Ring, M.D.
Rodney E. Breneman, M.D.
Colin C. Heinle, M.D.
Kathryne J. Stabile, M.D.

Emeritus

Alfred J. Cooke, Jr., M.D.
John H. Shertzer, M.D.
Edward D. Maley, M.D.

PHYSICAL MEDICINE &**PAIN MANAGEMENT**

Jeffrey R. Conly, M.D.
Jackson W. Liu, M.D.

PHYSICIAN ASSISTANTS

Eric L. Zimmerman, PA-C
Rene M. Battista, PA-C
Jessica B. Tiedebohl, PA-C
Christina L. Bulley, PA-C
Eric D. Thompson, PA-C
Stephanie R. Cody, PA-C
Kimberly A. Henry, PA-C
Allison Z. Sobota, PA-C
Travis J. Transue, PA-C
Maureen E. Schuller, PA-C
Christopher M. Carrier, PA-C

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.
- 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

The official team physicians for





OAL LANCASTER
North Pointe Business Park
170 North Pointe Blvd.
Lancaster, PA 17601

OAL WILLOW STREET
Willow Valley Medical Center
212 Willow Valley Lakes Dr., Ste 201
Willow Street, PA 17584

OAL AT SPOOKY NOOK SPORTS
2913 Spooky Nook Rd., Ste 100
Manheim, PA 17545

ORTHOPEDIC SURGEONS
David P. Hughes, M.D.
Gerald W. Rothacker, Jr., M.D.
David D. Sieger, M.D.
James H. Carson, M.D.
Paul F. Carroll, M.D.
Carl M. Adolph, Jr., M.D.
Christopher C. Cooke, M.D.
Michael W. Gish, M.D.
John C. Rodgers, M.D.
Frank M. Essis, Jr., M.S., M.D.
Vincent Battista, M.D.
Joel A. Horning, M.D.
Thomas M. Ring, M.D.
Rodney E. Brenneman, M.D.
Colin C. Heinle, M.D.
Kathryne J. Stabile, M.D.

Emeritus
Alfred J. Cooke, Jr., M.D.
John H. Shertzer, M.D.
Edward D. Maley, M.D.

**PHYSICAL MEDICINE &
PAIN MANAGEMENT**
Jeffrey R. Conly, M.D.
Jackson W. Liu, M.D.

PHYSICIAN ASSISTANTS
Eric L. Zimmerman, PA-C
Rene M. Battista, PA-C
Jessica B. Tiedebohl, PA-C
Christina L. Bulley, PA-C
Eric D. Thompson, PA-C
Stephanie R. Cody, PA-C
Kimberly A. Henry, PA-C
Allison Z. Sobota, PA-C
Travis J. Transue, PA-C
Maureen E. Schuller, PA-C
Christopher M. Carrier, PA-C

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.

- 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

The official team physicians for



Support Staff Personnel Action Items

Board	Last	First	Position	Building	Hours per	Days per	Rate	Status	Total Overall	
Action	Name	Name			Day	Year			Daily Hours	
4/3/17	KREIDER	CLEONA	READY TO LEARN AIDE	Eshleman	4	180	\$ 9.28	For the 2016-17 school year only	4	Effective 3/23/17, Tuesdays and Thursdays only
4/3/17	LOCURTO	BERTHA	ENROLLMENT RELATED AIDE	Hanbright	4	180	\$ 9.28	For the 2016-17 school year only	4	Effective 3/23/17

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

* signifies a change in status