

Agenda – Committee of the Whole
Penn Manor School District
Monday, January 4, 2016
Manor Middle School – Board Room

Board Workshop

5:00 PSBA Board Self-Evaluation

Executive Session

6:00 Personnel: Evaluation of the Superintendent

6:30 Personnel

6:35 Student Matter

COMMITTEE OF THE WHOLE

7:00

CALL TO ORDER: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Tuesday, January 19, 2016 at 7:00 p.m. in the Board Room of the Manor Middle School.

ANNOUNCEMENT: An Executive Session was held on December 22, 2015 for the purpose of personnel and student matters. Additionally an Executive Session was held prior to the Committee of the Whole meeting for the purpose of discussing evaluation of superintendent, personnel and student matter.

ROLL CALL:

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

CITIZEN'S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

Item 1. **Recognition of Matt Soto**
(7:15 – 7:30)

Explanation: Coach Soto recorded his 600th win during the 2015 Girls' Field Hockey Season and will be recognized.

Information Only

Item 2.
(7:30 – 8:00)

Update on Truancy Initiatives - Dr. Anastasio

Explanation: Improvement of Truancy rates is one of the goals identified through the 2015 District Climate Survey. Dr. Anastasio will update the board on work related to this goal.

Information Only

Item 3.
(8:00 – 8:20)

Update on Elementary Master Academic Schedule - Dr. Egan

Explanation: Dr. Egan has been working with a group of 24 elementary teachers on developing an elementary master academic schedule that provides the framework to help meet the needs of more students.

Information Only

Item 4.
(8:20 - 8:35)

Textbook Timeline for 2015-2016 - Dr. Shaffer & Dr. Egan

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

Information Only

Item 5.
(8:35 - 8:50)

Appointment of Committees – Mr. Long

Explanation: Mr. Long will review the list of committee assignments for the 2016 calendar year. He will include both board and president appointed positions.

Approval for Placement on January 4, 2016 School Board Meeting Agenda

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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

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

Capital Reserve Fund	\$	252,970.12
2015 Construction Fund	\$	952,007.42
Student Activity Fund	\$	30,840.93

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

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

A. **High School Proposed New Courses**

Explanation: AP Computer Science Principles: This year long course introduces students to the foundational concepts of computer science and challenges them to explore how computing and technology can impact the world. With a unique focus on creative problem solving and real-world applications, AP Computer Science Principles prepares students for college and careers in computer science. The course will introduce students to the creative aspects of programming, abstractions, algorithms, large data sets, the Internet, cyber-security concerns, and computing impacts. AP Computer Science Principles will give students the opportunity to use technology to address real-world problems and build relevant solutions.

B. **Lancaster County Career & Technology Center Representatives** appoint Chris Straub as representative to the Lancaster County Career & Technology Center and Joe Fullerton as alternate.

C. **Lancaster County Academy Representatives** appoint Donna Wert as representative to the Lancaster County Academy Joint Operating committee and David Paitsel as alternate.

D. **Lancaster County Tax Collection Bureau Representative** – election of Christopher L. Johnston and Judy Duke (alternate) as representatives to the Lancaster County Tax Collection Bureau.

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

A. **Judicial Review Committee Actions** as cited (enclosure)

B. **Singh Operational Services** proposal for operation and maintenance of water distribution and wastewater treatment facilities (see pages 5-10)

Explanation: The proposal class for Singh Operational Services to handle all matters relating to the operations of these facilities such as arranging for all necessary laboratory testing, sludge hauling and maintenance of our systems. In additional, they will prepare and submit all necessary reports as required by the governing permit.

C. **School Operation Services Group** proposal for food service consulting (enclosure)

Explanation: The proposal calls for consulting and administrative services relating to the food service program.

- D. Forecast5 Analytics agreement (see pages 11-12)

Explanation: The two year discounted agreement will give analytic access to Department of Education collected data. The program allows for relatively easy access to graphical comparisons and representations of large sets of data.

- E. Agreement with family of special education student (enclosure)

- F. Mediscan Service Agreement (see pages 13-18)

Explanation: Mediscan will be providing speech services to students as per the attached agreement.

- G. Job Description - Coordinator of Alternative Programming (see pages 19-20)

Explanation: Job description for Coordinator of Alternative Programming was revised.

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 2015-2016 school year (see pages 21-22)

- B. Leave to the individual according to the terms listed:

Professional Employees

Employee E20 – Intermittent Family Medical – Dec. 17, 2015 – Dec. 16, 2016

Employee E21 – Family Medical [dates revised from 12/7/15 board agenda] - December 21, 2015 – March 13, 2016 - Child Rearing - March 14, 2016 – end of the 2015-2016 school year

Classified Employees

Employee E22 – Intermittent Family Medical - August 31, 2015 – August 30, 2016

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

Yvette Herr, Food Service, effective 12/23/2015

Matthew Fox, Teacher, High School, effective 1/15/16

Traci Frantz, Enrollment Related Aide, effective 12/23/2015

Randy Wolfgang, Human Resources Director, effective 12/31/15 as per agreement

- D. Tenure for the individuals listed as they have completed the requirement of three years of satisfactory teaching performance within the school district (see page 23).

Explanation: Professional employees in the Commonwealth of Pennsylvania acquire tenure after satisfactory teaching performance for three years (statutorily designated period).

E. Mentors as listed (see page 24)

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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- Vulgar, abusive, obscene, profane language, defamatory remarks will not be permitted.

PROFESSIONAL SERVICES AGREEMENT

December 9, 2015

Penn Manor School District
Attn: Dennis Coleman
P.O. Box 1001
Millersville, PA 17551
717-872-9500 ext. 2242

&

Singh Operational Services, Inc.
8 Rees Drive
Willow Street, Pa 17584
717-464-7395

The purpose of this Agreement is to form the basis for **Singh Operational Services, Inc. (SOS, INC.)** to provide contract operations and maintenance services to the **PENN MANOR SCHOOL DISTRICT (PENN MANOR SCHOOL DISTRICT)** for the operation and maintenance for the water distribution and/or wastewater treatment plants at Martic Township Elementary School, Conestoga Elementary, Letort Elementary, Marticville Middle School, and Central Manor Elementary described herein as the Facility, including staffing, routine equipment maintenance, general housekeeping, and miscellaneous supplies requisite to maintain the Facility operation within the applicable rules and regulations of the Pennsylvania Department of the Environmental Protection (PADEP) governing said Facility. SOS, INC. will provide the services identified in the Scope of Services below.

SCOPE OF SERVICES

A. Basic Services

Basic Services

1. Provide an operator to provide five (5.0) hours per day, seven (7) days per week administration, operation, and maintenance coverage of the Facility under normal operating conditions. Time includes report preparation and submittal to governmental agency, travel, plant operation, process control testing, and adjustments.
2. Operate the Facility and do onsite process control testing and make proper adjustments to enhance operations of the Facility. Regularly, examine associated equipment to ensure all equipment is operational. Contact system representative if questions arise.
3. Advise PENN MANOR SCHOOL DISTRICT of abnormal situation(s) observed at the Facility, and recommend an action plan.
4. Use a preventive maintenance system for the Facility's equipment. Document maintenance performed. Make maintenance records available for inspection by PENN MANOR SCHOOL DISTRICT at all reasonable times during normal daylight office hours and upon 24 hours advance notice to SOS, INC.

5. Perform on-site testing at the Facility, limited to pH, 30-minute settling, dissolved oxygen, and SLUDGE JUDGE, during each visit, as necessary, to maintain operation of the Facilities.

B. Miscellaneous On-Call Services

Miscellaneous On-Call Services, in excess of five (5.0) hours per day seven (7.0) days per week to be furnished as Basic Services, will be billed on a time and expenses basis at the rate of \$55.00 per hour for labor.

1. Provide 24-hour emergency service.
2. Provide operator interface with regulatory agencies as required on an hourly basis for those hours that exceed one hour per visit.
3. Attend meetings if requested.
4. Remain on-call to render assistance when plant is not operational.
5. In the event of equipment malfunction or failure during regular working hours, take necessary action(s) to restore the Facility to normal operation in a minimum amount of time. Send removed equipment to a factory-authorized repair location or reputable local repair shop as required to determine the cause of failure. Re-install units upon repair.

Specific Services Excluded

Services not set forth within the Scope of Services are specifically excluded, including:

1. Laboratory testing above and beyond those listed in Basic Scope of Services Number Five.
2. Purchase or repair of laboratory testing equipment or flow meters.
3. Utility service relative to normal operating conditions.
4. Emergency generator units repair, if applicable.
5. Service and/or expenses incurred due to problems associated with or resulting from construction.
6. Maintenance of and snow removal from access roads, and grass cutting in and around Facility.

7. Maintenance of, replacement of, and/or repairs to the Facility resulting from a strike, work stoppage, or slowdown on the part of the PENN MANOR SCHOOL DISTRICT employees and from any cause beyond the reasonable control of the PENN MANOR SCHOOL DISTRICT or SOS, INC. including, but not limited to acts of God; acts or omissions of civil or military authority; acts or omissions of contractors or suppliers; fires, floods; epidemics; quarantine restrictions; severe weather; other strikes; embargoes; wars; political strife; riots; delays in transportation; or fuel, power, materials, or labor shortages.
8. Responsibility associated with effluent characteristics, damages, or fines/penalties associated therewith should the Facility hydraulic, organic, and/or inorganic loading exceed the Facility's design parameters and treatment capabilities, or should influents to the Facility contain abnormal, toxic, or other substances that cannot be removed or treated by the existing Facility as provided to SOS, INC. by PENN MANOR SCHOOL DISTRICT or should the influent to the Facility contain discharges that violate applicable laws, ordinances, and permits.

TERM OF AGREEMENT

Services under this Agreement shall commence on _____ and continue on a 36-month basis with an option to renew for an additional 36-months, unless one of the parties gives written notice to the other at least (30) days prior to the above listed termination date.

In the event of termination, SOS, INC. shall be compensated for services performed and expenses incurred up to the date of termination.

PENN MANOR SCHOOL DISTRICT'S RESPONSIBILITIES

1. Designate a person to act as its representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define PENN MANOR SCHOOL DISTRICT'S policies and decisions pertaining thereto within a reasonable time so as not to delay the services of SOS, INC.
2. Arrange for access to and make all provisions for SOS, INC. to enter upon public and private property as required for SOS, INC. to perform its services. Perform services relative to snow removal, grass cutting, weed control, and general building and grounds maintenance.
3. Obtain approvals and permits from and pay fees of all governmental authorities having jurisdiction over the Facility, and such approvals and consents from others as may be necessary for completion of the services described in this concord.

4. Assist SOS, INC. by placing at its disposal all available information pertinent to the Facilities including previous reports and any other data relative to the work covered herein.
5. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by SOS, INC., obtain advice of an attorney, insurance counselor, and other consultants as PENN MANOR SCHOOL DISTRICT deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of SOS, INC.
6. Provide such accounting, legal, and insurance counseling services as may be required by PENN MANOR SCHOOL DISTRICT for the Facility or as SOS, INC. may reasonably request with regard to legal, accounting, and insurance issues pertaining to the Facilities.
7. Give prompt written notice to SOS, INC. whenever PENN MANOR SCHOOL DISTRICT observes or otherwise becomes aware of any development that affects the scope or timing of SOS, INC.'s services or becomes aware of any unsatisfactory performance by SOS, INC.
8. Pay the cost of electric power, chemicals and supplies (including testing reagents, drive belts, air intake filters, oil, and grease); and the cost of equipment maintenance, repair, or replacement required for normal operation of the Facilities, including all applicable state and local taxes.
9. Agree not to offer employment to or to hire any and all SOS, INC. staff assigned to perform services described in this Agreement during the term of the Agreement and for one (1) year thereafter.

INSURANCE REQUIREMENTS

SOS, INC. shall maintain the following types and amounts of insurance during the term of this Agreement:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory in all states where services are rendered
Comprehensive General Liability	\$1,000,000 each occurrence and \$2,000,000 general aggregate, combined single limit
Pollution Liability	\$1,000,000 each occurrence and \$2,000,000 general aggregate, combined single limit
Professional Liability	\$1,000,000 each occurrence and \$2,000,000 general aggregate, combined single limit

Auto Liability \$1,000,000 CSL

Umbrella Liability \$5,000,000

SOS, INC. will provide PENN MANOR SCHOOL DISTRICT with a certificate evidencing the required coverage. PENN MANOR SCHOOL DISTRICT will obtain and maintain adequate property and liability insurance on the Facilities and any other insurance coverage required under any financing agreement or regulatory requirements with respect to the Facilities and their operation. PENN MANOR SCHOOL DISTRICT will provide SOS, INC. with a certificate of insurance evidencing such coverage.

COMPENSATION

A. Basic Services

In consideration of the Basic Services performed by SOS, INC. in accordance with this Agreement, PENN MANOR SCHOOL DISTRICT shall pay to SOS, INC. a lump sum fee of five thousand four hundred fourteen dollars and fifty cents (\$5,414.50) per month for labor expenses. In the event that such Basic Services are altered by a modification of this Agreement, the parties hereto, shall, at the time of such modification, also agree to an equitable adjustment in the lump sum stated above.

In the event termination of the Agreement occurs during the course of a week, PENN MANOR SCHOOL DISTRICT shall pay a pro-rata amount of the weekly lump sum fee based upon the percentage of calendar days worked through the effective termination date.

B. Miscellaneous On-Call Services

In consideration of the Miscellaneous On-Call Services performed by SOS, INC. in accordance with this Agreement, PENN MANOR SCHOOL DISTRICT shall pay SOS, INC. on a time and expenses basis at the rate of \$55.00 per hour for labor.

PENN MANOR SCHOOL DISTRICT will reimburse SOS, INC. for all expenses incurred, including all applicable state and local taxes. Reimbursable expenses include, but are not limited to: travel, and living expenses of SOS, INC. employees when engaged at the Facilities away from their home office, long distance telephone charges, telegraph and fax charges, postage, charges for the following: printing, reproduction, electronic data processing, and the use of SOS, INC. and employees' automobiles, in accordance with SOS, INC. standard rates, and the services of outside consultants or specialists, at cost plus fifteen percent (15%).

C. Adjustments

Subsequent yearly fees shall be increased by 5% yearly.

Invoices shall be rendered at the beginning of the month, and shall be paid within fifteen (15) days of the date of the invoice.

THE TERMS OF THIS AGREEMENT SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF THIRTY (30) DAYS FROM THE ABOVE DATE, AFTER WHICH TIME SOS, INC. RESERVES THE RIGHT TO REVIEW, REVISE, OR WITHDRAW THIS AGREEMENT.

THE ATTACHED STANDARD TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

PENN MANOR SCHOOL DISTRICT

Singh Operational Services, Inc.

BY: _____

BY: Chandra B. Singh

SIGNATURE:

SIGNATURE:

TITLE _____

TITLE: Owner

DATE: _____

DATE: _____

PENN MANOR SCHOOL DISTRICT'S Designated Representative(s):

CUSTOMER AGREEMENT

This Customer Agreement is entered into by Forecast 5 Analytics, Inc., a Delaware corporation (“Forecast5”), and Customer (named below), and will commence on the Effective Date indicated below.

<u>Forecast5 Product ID</u>	<u>Product Description*</u>	<u>Price</u>	<u>Product Discount</u>	<u>Total Cost for 1 Year</u>	<u>Total Cost for two years</u>
5Sight	5Sight - License Agreement – 3 Users	\$6,000.00	\$900.00	\$5,100.00	\$10,200.00
5Maps	5Maps - Base License – 2 Users	\$3,000.00	\$3,000.00	\$0.00	\$0.00
5Maps	5Maps – Data Fee – 5,300 pins at Quarterly Refreshes	\$2,080.00	\$0.00	\$2,080.00	\$4,160.00
				Amount Invoiced now:	\$7,180.00
				Total Amount Invoiced after 7/1/2016	\$7,180.00
				Total Amount:	\$14,360.00

*Subscriptions to each product include 1 Primary User. Additional Users may be added. Customer may redesignate its users upon written notice to Forecast5.

The above Services are provided pursuant to the Forecast5 Terms of Service (available at www.forecast5analytics.com/about/termsofservice), which are incorporated herein by this reference. Customer and Forecast5 may from time to time agree upon additional Services pursuant to a mutually agreed Work Order. All subscriptions (even if purchased after your Effective Date, such as Additional User subscriptions) will be coterminous and end on the applicable anniversary of your Effective Date.

5Maps Additional Terms of Service: The following additional terms are applicable to the use of 5Maps by any school district client as it relates to an education record within the meaning of the Family Educational Rights and Privacy Act (“FERPA”):

1. Customers are encouraged to protect any education record within the meaning of FERPA (hereinafter “FERPA Information”) by limiting the submission of such FERPA Information to any Forecast5 Service, including 5Maps. If the submission of such FERPA Information is absolutely necessary, the submission of such content is subject to these additional Terms of Service.
2. To the extent that any content submitted by Customer constitutes an education record within the meaning FERPA, Forecast5 is designated as an eligible third party provider of professional services for the sole purpose of providing the Services. Forecast5 agrees that it shall not disclose that education record except to the Customer that submitted the content.
3. For purposes of any FERPA Information, Forecast5 represents that (a) such FERPA Information compiled by Forecast5 or submitted by Customer is stored on servers located in the United States, (b) that Forecast5 and its service providers use industry-standard encryption and security standards to protect such FERPA Information, and (c) that Forecast5 uses commercially reasonable efforts to protect user FERPA Information offline.
4. Initial data services ordered under this Work Order are reflected above. Additional data services may be ordered and will be charged in accordance with the applicable 5Maps Fees and Indicative Costs in effect at the time of order placement.

FORECAST5[™]

ANALYTICS

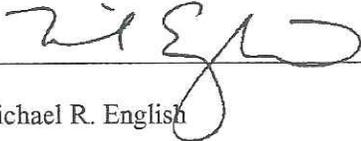
Customer acknowledges and agrees that if it provides access to the Services to another governmental unit or other third party, or uses the Services for the benefit of any such party, then it will be liable for, among other things, additional subscription fees for each such party at the applicable Forecast5 prices.

Renewal DATE: 1/31/2018 (All subscriptions are for periods of 1 year, unless indicated otherwise).

Customer: PENN MANOR SD

FORECAST 5 ANALYTICS, INC.

Signature: _____

Signature:  _____

Name: _____

Name: Michael R. English

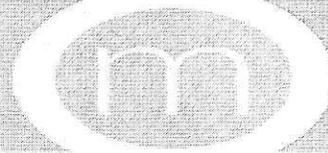
Title: _____

Title: CEO

2950 Charlestown Rd
Lancaster, PA 17603

2135 CityGate Lane, 7th Floor
Naperville, Illinois 60563

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CLIENT STAFFING SERVICE AGREEMENT

This Staffing Service Agreement (the "AGREEMENT") is made and entered into as of December 29th, 2015 and between NEW MEDISCAN II, LLC. DBA MEDISCAN STAFFING SERVICES ("MEDISCAN") and PENN MANOR SCHOOL DISTRICT ("FACILITY") with reference to the following facts:

FACILITY wants to contract with MEDISCAN to be a provider to FACILITY for FACILITY's staffing needs during the contract period and on the terms and conditions set forth below.

NOW, THEREFORE, MEDISCAN and FACILITY agree as follows:

- 1. TERM:** Commencing on **December 29th, 2015** and continuing for a term of a year. FACILITY shall fill its staffing needs from STAFF employed and provided by MEDISCAN hereunder (the "STAFF"). This Service Agreement may at the end of such term be automatically renewed for successive one year periods unless terminated sooner, as hereinafter set forth: Either party may terminate this AGREEMENT at any time with or without cause by giving at least sixty (60) days written notice to the other party.
- 2. SCOPE OF SERVICES:** MEDISCAN shall provide STAFF to FACILITY when requested by FACILITY. MEDISCAN is in compliance with federal and state regulations, and adheres to HIPAA and TJC standards. FACILITY shall have, and be responsible for, daily supervision over STAFF including, without limitation, providing (a) a safe, harassment free, **abusive conduct free** and discrimination free workplace, (b) all necessary and appropriate equipment for the work to be performed by the STAFF in the workplace environment, (c) all necessary and appropriate safety and operational training of STAFF on such equipment and concerning such environment and (d) full compliance with all applicable **federal and state wage and hour laws; safety laws and other regulatory laws**. FACILITY shall provide parking for all STAFF at no cost to either MEDISCAN or STAFF.
- 3. QUALIFICATIONS AND FLOATING:** MEDISCAN shall only refer an employee for an assignment if such employee has demonstrated clinical and supervisory competence as defined by FACILITY's standards for staff performance. MEDISCAN shall provide to FACILITY a validation of such employee's competency related to the assignment, if requested. MEDISCAN shall conduct finger printing of all STAFF referred to FACILITY.

FACILITY shall provide employees with instructions regarding FACILITY policies. Floating is not permissible unless STAFF is oriented to alternate areas and has demonstrated competency within the alternate unit.

4. **PROTECTED HEALTH INFORMATION AND CONFIDENTIALITY:** The use of Protected Health Information (PHI) by MEDISCAN and STAFF shall be limited to those purposes that are necessary to perform its obligations under this AGREEMENT. The disclosure of PHI by MEDISCAN shall be limited to those purposes that are necessary to perform its obligations under this AGREEMENT. FACILITY acknowledges that as part of this agreement, they will learn confidential information that is proprietary information that is necessary to accomplish this Agreement. Confidential information is inclusive of STAFF personnel information, bill rates, fees for permanent placements, and all terms and conditions of this agreement. It is agreed that FACILITY will not disclose any confidential information to any person or entity orally, in writing, or by inspection without written consent from MEDISCAN. Should a breach in confidentiality occur, it is acknowledged that legal remedies including injunctive relief may be sought.
5. **FEES:** FACILITY shall pay to MEDISCAN for all services rendered by MEDISCAN to FACILITY the amounts “set” forth on the attached Schedule of Fees. FACILITY shall pay to MEDISCAN for staffing services provided during the following periods at 1.5 times the rate shown on the Schedule of Fees (the “Holiday Rate”): New Year’s Eve commencing at 11:00 p.m. on December 31st, New Year’s Day, Martin Luther King Day, Memorial Day, July 4th, Labor day, Thanksgiving Day, Christmas Eve commencing at 11:00 p.m. on December 24th and Christmas Day and all periods for which overtime is required to be paid by California or federal law. All hours in excess of eight (8) hours on Holidays shall be billed at double time. All shifts commenced during one of the foregoing periods shall be paid at the Holiday Rate for the entire shift.

MEDISCAN’s Schedule of Fees are subject to annual increase of five percent. Thirty days prior to the annual renewal term, FACILITY may notify MEDISCAN of its intention not to accept the increased Schedule of Fees (“Notice of Intention”). In such event, MEDISCAN may, at its option, elect to continue to provide staffing services hereunder at the Schedule of Fees then in effect or terminate its obligations hereunder by providing FACILITY of its intention to terminate the contract upon receipt of FACILITY Notice of Intention.

6. **BILLING AND INVOICING:** All amounts required to be paid to MEDISCAN are due upon MEDISCAN sending of its invoice therefore to FACILITY which shall be the invoice date shown on the invoice. FACILITY has an obligation to pay MEDISCAN hereunder; payment shall not be subject to offset. In the event any invoice is not paid within 30 days of the invoice date, FACILITY shall pay to MEDISCAN a delinquency charge computed on FACILITY outstanding balance as of the date of each invoice equal to one and one half percent per month from the date of each invoice, together with collection costs and fees, including attorneys' fees incurred in connection with collection of such amounts or ensuing arbitration and/or litigation, until each such invoice and all delinquency and attorneys’ fees and costs are paid in full. The delinquency charge shall not exceed the maximum amount permitted by law. All invoices shall be conclusively determined to be accurate and the amount set forth therein due and owing unless, within 30 days of the invoice date, FACILITY has caused MEDISCAN to receive a written statement setting forth all of the reasons why it asserts that such invoice is inaccurate in whole or in part. It is the clients responsibility provide MEDISCAN with advance written notification should pre-approval be required for STAFF to work any and all overtime hours prior to said hours being worked. Should any billing disputes arise, FACILITY is required to notify MEDISCAN in writing within thirty (30) days of the invoice date. Disputes should be reported to accounting@mediscan.net. Should any adjustments/corrections be made the original payment terms will be in place. In the event any invoice is not paid within 30 days of the invoice date, MEDISCAN, at its sole discretion, may suspend services without prior notice.

7. **INSURANCE:** MEDISCAN, at no cost to FACILITY shall maintain policies of Workers Compensation and General Liability insurance, and a policy of Professional Liability insurance, providing coverage in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence and Three Million (\$3,000,000.00) Dollars aggregate per year. Upon request, MEDISCAN shall furnish evidence of the insurance to FACILITY.
8. **SUBCONTRACTORS:** In all instances wherein MEDISCAN has or will enter into an agreement with any agent or subcontractor, MEDISCAN will bind, the agent or subcontractor to the same restrictions, terms and conditions of this agreement.
9. **OPTIONAL CONVERSION TO PERMANENT EMPLOYEE STATUS:** FACILITY recognizes and acknowledges that MEDISCAN spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining qualified healthcare staff. FACILITY shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of one (1) year without payment of the Placement Fee. Should FACILITY wish to enter into a permanent placement agreement, independent contract agreement, and/or refer STAFF to a third party for employment, FACILITY agrees to pay an amount equal to \$18,750 or 35% (whichever is greater) of the STAFF's first year's annual salary.

FACILITY shall be required to immediately pay to MEDISCAN the Placement Fee for each STAFF, in the event that (a) FACILITY hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical FACILITY), while employed by MEDISCAN and/or within one year of the termination of such employee's employment with MEDISCAN or (b) FACILITY causes, the Staff member directly or indirectly, to leave the employment of MEDISCAN.

All amounts required to be paid to MEDISCAN are due upon candidate's first day of service at FACILITY or the Facility to which STAFF member is referred. FACILITY's obligation to pay MEDISCAN under this provision shall not be subject to offset. Late fees will be assessed for late payments.

10. INDEMNIFICATION

10.1 FACILITY shall save and hold MEDISCAN harmless from and against and shall indemnify MEDISCAN for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of FACILITY or any of its agents, subcontractors, employees or other representatives. If MEDISCAN is sued in any court for damages by reason of any of the acts of FACILITY, its agents, subcontractors, employees or other representatives referred to in this Section, FACILITY shall defend said action (or cause same to be defended) at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If FACILITY fails or neglects to so defend such action, MEDISCAN may defend the same and any expenses, including reasonable attorney's fees, which MEDISCAN may pay or incur in defending said action and the amount of any judgment which MEDISCAN may be required to pay shall be promptly reimbursed by FACILITY upon demand.

10.2 Notwithstanding the forgoing, nothing contained in the Agreement is intended, nor shall it be construed, to create any responsibility on the part of FACILITY for any liability, including but not limited to claims for damages, loss, cost, expense or damage arising out of:

a. The negligent or intentional acts or omissions of Mediscan, its shareholders, employees, independent contractors, or agents

10.3 FACILITY shall defend, indemnify and hold harmless MEDISCAN, its agents, subcontractors, employees, or other representatives from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, resulting in any manner, directly or indirectly, from:

a. The negligent or intentional acts or omissions of FACILITY, its shareholders, employees, independent contractors, or agents and/or

b. The negligent or intentional acts or omissions of employees of FACILITY in circumstances where the act or omission giving rise to a potential claim occurred at the specific direction of Mediscan or its employees, independent contractors, or agents.

11. **EXTENT OF AGREEMENT:** This AGREEMENT is a complete statement of the AGREEMENT between FACILITY and MEDISCAN. There are no other agreements between us, either written or oral. Each party hereto has had the opportunity to have the terms of this AGREEMENT reviewed by independent counsel; as a result of which, each term hereof shall be interpreted as though it was drafted jointly by FACILITY and MEDISCAN.

12. **BINDING AGREEMENT:** Except as specifically set forth herein above, this AGREEMENT shall be binding upon FACILITY and MEDISCAN, and their respective successor, assigns, and agents.

13. **NO WAIVERS:** No waiver of the provisions of this AGREEMENT shall be deemed to, nor shall it constitute waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless expressly executed in writing by the party making the waiver.

14. **GOVERNING LAW:** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of laws thereof.

15. **SEVERABILITY OF AGREEMENT:** If a court holds any provision of this AGREEMENT to be invalid, unenforceable, or void, the remaining portion of this AGREEMENT shall remain in full force and effect.

16. **VENUE:** Los Angeles County, California shall be the exclusive jurisdiction and venue for resolution of any dispute pertaining to or arising out of this agreement

17. **ARBITRATION OF DISPUTES:** The parties shall have all rights provided by the Federal Arbitration Act and, if applicable, California law, to seek arbitration of any dispute regarding this

Agreement. In the event of any express or implied conflict between the Federal Arbitration Act and California law, the Federal Arbitration Act shall govern. To that end, no impediments to the invocation of this provision shall arise by virtue of any provision of California law which by its terms is focused upon the exercise of contractual dispute resolution procedures. The prevailing party in any such arbitration shall be awarded its reasonable costs and attorney's fees incurred in connection with the dispute. The party agrees to waive their respective rights to resolve any disputes in court or by a jury and, instead, consent to mandatory arbitration of any dispute, before a single neutral arbitrator under the auspices of the American Arbitration Association and that such arbitration be conducted in Los Angeles, California, with each side to advance one half of the arbitrator's estimated fee, pending the award of costs therein. With respect to any effort to enforce the above-stated arbitration provision or any other controversy or claim arising out of or relating to this Agreement, each party hereto consents to the personal jurisdiction over such party of the Courts of the State of California and that venue is proper in Los Angeles County. In the event any action (arbitration and/or court proceeding) is brought by either party arising out of or concerning this Agreement, the prevailing party in such action shall be entitled to recover as an element of its cost of suit, and not as damages, reasonable attorney's fees to be fixed by the court or arbitration panel. "Prevailing party" shall be the party who is entitled to recover its cost of suit, whether or not the suit proceeds to final judgment.

18. **NOTICES:** The parties' respective Notice Address and Notice Fax Number are set forth below above the party's signature. A party's Notice Address and Notice Fax Number may be modified via a written notice of such change given pursuant to the Notice Procedure set forth below.

Made and entered into as of the date first set forth above.

Penn Manor School District
2950 Charlestown Rd
Lancaster, PA 17603
Phone: 717-872-9500
Email: sandra.shenk@pennmanor.net

**New Mediscan II, LLC. DBA
Mediscan Staffing Services**
21050 Califa St.
Woodland Hills, CA 91367
Phone: 818-462-0000
Fax: 818-401-2125

Signature:
Printed Name: _____
Title: _____
Date: _____

Signature:
Printed Name: _____
Title: _____
Date: _____

Contact Information

Facility Name: _____

Staffing Contact Person: _____

Title: _____

Direct Number: _____

Email Address: _____

Billing Address: _____

Billing Contact: _____

Billing Email: _____

Billing Phone Number: _____

PO (if applicable): _____

Would you prefer Invoices emailed or Mailed? Emailed Mailed

JOB DESCRIPTION

Title: Coordinator of Alternative Programming
Reports to: High School Principal

JOB GOAL: The Coordinator of Alternative Programming is charged with providing support services to students in grades 7 to 12 who have demonstrated difficulty succeeding in the regular school program.

STATUS: The position of Coordinator of Alternative Programming is a 190-day position at forty (40) hours per week. The Coordinator is expected to work from 9:30 AM to 5:30 PM on all days when regular student classes are scheduled. Additionally the Coordinator works nine non-student days at the direction of the high school principal. The Coordinator is paid an hourly rate determined by the Penn Manor School Board and is eligible for benefits as defined by the Penn Manor School District negotiated contract for professional employees.

QUALIFICATIONS: The Coordinator of Alternative Programming is required to possess a bachelor degree and demonstrated experience working with at-risk students and teens. Certification in a secondary curricula or special education is preferred.

PERFORMANCE RESPONSIBILITIES:

1. Prepare documentation and supportive data for the completion/submission of alternative education grant requests.
2. Assist in the writing of the annual budget for allocation of funds.
3. Support high school administrators to provide supervision of student groups in the cafeteria, hallways, school dismissal and large group sessions.
4. Work closely with the district administration, counselors and administrative support staff to maintain current and accurate reporting/records.
5. Coordinate activities in Penn Manor Twilight School program to include:
 - a. Monitor and maintain attendance records.
 - b. Monitor and maintain conduct and discipline records. Monitor and maintain grade reporting records.
 - c. Monitor and maintain Twilight schedule
 - d. Monitor and maintain Alt. Edu. Sapphire portal account as site administrator
 - e. Coordinate with the high school administration to manage the Twilight School enrollment and withdrawal process.
 - f. Coordinate with the high school/ program administration and counselor to coordinate/manage the Twilight School events.
 - g. Provide assistance to Twilight School teaching staff.
 - h. Provide feedback on events.
 - i. Assist Program Administrator with writing and implementing Twilight School Policy and Procedures.
6. Support the high school and middle school administration in implementing programs to facilitate the transition of new students to the Penn Manor School District.
7. Support the high school and middle school administration/counselors in implementing programs to facilitate the transition of students returning from alternative education placements.
8. Attend Student Assistance Team meetings in the high school.

9. Assist the high school administration by helping to identify at-risk students and channeling them to the appropriate services they need. (Guidance, SAP, administration, etc.)
10. Serves as a liaison between community agencies and the high school to establish acceptable community service sites throughout the Lancaster area.

GENERAL SKILLS AND CAPABILITIES:

- appropriate keyboarding skills
- proficiencies with technological communication tools including, but not limited to word processing, internet access and utilization, online budgeting and the full and effective use of the district's email software
- a valid Pennsylvania driver's license and access to independent transportation
- ability to communicate well at all organizational levels
- ability to create and delegate assignments
- ability to exercise good judgment in prioritizing tasks and decision making
- ability to maintain confidentiality
- ability to form appropriate relations and to work as a team member

PHYSICAL AND PERSONAL LIMITATIONS AND REQUIREMENTS:

- repetitive movement of fingers and hands for keyboarding
- visual acuity to read significant amounts of correspondence, reports and computer screen data
- auditory acuity for telephone and oral communication
- a temperament appropriate for work as a team member and manager
- frequent walking and standing
- manual dexterity for the operation of office equipment
- some carrying and lifting - 15 to 30 pounds
- ability to speak clearly and distinctly

Adopted: May 12, 2008

Revised: December 21, 2015

PENN MANOR SCHOOL DISTRICT

January 4, 2016 Board Agenda

New employees for the 2015-2016 school year:

Ames, Janna M. – secondary professional employee, full-time, permanent position, second semester, B.S. Degree no experience, Step 1, \$42,287 [\$21,144.15 prorated 94 days plus 1 in-service day], pending receipt of Science/Biology 7-12 certification and other required documents. Assignment: Biology Teacher/Penn Manor High School

Mrs. Ames graduated from Millersville University with a BS in Middle Level Science and a minor in Psychology. Janna worked in the School District of Lancaster for 1 ½ years teaching 7th Grade Life Science at Reynolds Middle School. She has worked in the district previously as an assistant track and field and JV cheerleading coach and is currently the varsity cheerleading coach at the high school. Janna and her husband, Dustin, reside in East Hempfield Township.

Simmons, Emily E. – elementary professional employee, full-time, long-term substitute, second semester, B.S. Degree, no experience, Step 1, \$42,287 [\$20,920.94 prorated 94 days]. Assignment: Grade 3 Teacher/Pequea Elementary School [Hambright].

Miss Simmons graduated from Kutztown University in 2014 with a BS in elementary education PK-4. Emily successfully completed a long-term substitute assignment with the district as an Academic Support Teacher during Semester 1 of this school year.

Support Staff Personnel Action Items

Board Action	Last Name	First Name	Position	Building	Hours per Day	Days per Year	Rate	Status	Total Overall Daily Hours	Notes
1/4/2016	HEISTAND	BOBBIE	SUPPORT STAFF BUILDING SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	\$9.00	PERMANENT	AS NEEDED	Effective 11/21/15
1/4/2016	Meekins	Michael	CUSTODIAN	MAINTENANCE	8.00	261	\$12.40	PERMANENT	8.00	Effective 12/21/15
1/4/2016	KEGRIS	DONNA	CUSTODIAN	MAINTENANCE	4.00	180	\$11.27	PERMANENT	4.00	Effective 1/4/16
1/4/2016	STROSSER	KIERAN	ERA/AST--ACADEMIC SUPPORT	MARTIC	5.00	180	\$9.14	For the 2015-16 School Year Only	5.00	Effective 12/22/15

NOTE: All new hires and transfers must pass the pre-employment drug test and successfully complete a 60 working day probationary period.

TENURE STATUS

January 4, 2016 School Board Meeting

The administrative staff is recommending the following individuals be granted tenure as they have completed three years of satisfactory teaching performance within the school district:

Kathleen L. Beaver

Jerrell A. Birch

Jenna M. DeLong

Cynthia L. Eisenhauer

Sara R. Evans-Bodde

Alison J. Horning

Charleton D. King

Stephanie G. Martin

Angela E. McKillips

Jane E. Myers

Theresa M. Nimo

Beth N. Schoelkopf

2015-2016 NEW EMPLOYEES WITH MENTORS

New Hires' Name	Building	Assignment	Status	Mentor's Name	Stipend	Bd. Approved
Janna M. Ames	High School	Biology	Full-time, Permanent, Semester 2	Erick M. Dutchess	\$450.00	1/4/2016
Emily S. Simmons	Pequea	Grade 3	LTS/Semester 2	Brandy L. Smith	\$450.00	1/4/2016