

Agenda – Committee of the Whole
Penn Manor School District
Monday, March 6, 2017
Manor Middle School – Board Room

WORKSHOP

5:00 Budget

EXECUTIVE SESSION

6:00 Labor Negotiations Update
6:30 Personnel (Review of Voting Meeting Item 4B, 4C, 4D)
6:45 Student Matter (Review of Voting Meeting Item 3A)

COMMITTEE OF THE WHOLE

(7:00)

CALL TO ORDER: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, March 20, 2017 at 7:00 p.m. in the Board Room of the Manor Middle School.

FLAG SALUTE: Eshleman Elementary School

ANNOUNCEMENT: An Executive Session was held prior to the Committee of the Whole Meeting for the purpose of discussing Labor Negotiations Update, Personnel, and Student Matter as detailed above on the Committee of the Whole agenda.

ROLL CALL:

APPROVAL OF MINUTES: February 21, 2017
<http://www.pennmanor.net/boardminutes/>

CITIZEN’S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

Item 1. **Conestoga Renovation Project Update** – Dr. Leichter & Mr. Johnston

(7:15 – 7:30)

Explanation: Presentation to show current status of the renovation project.

Information Only

Item 2.
(7:30 – 7:45)

Update on Act I and Referendum Exceptions – Mr. Johnston

Explanation: Mr. Johnston will review preliminary information received from PDE on the proposed preliminary budget for 2017-2018 and possible referendum exceptions.

Information Only

Item 3.
(7:45 – 7:55)

School Board Meeting Dates – Mr. Long & Dr. Leichliter (see page 3)

Approval for Placement on the March 20, 2017 School Board Agenda

Item 4.
(7:55 - 8:05)

School Board Retreat – Mr. Long & Dr. Leichliter

Explanation: Discussion of planning for the annual one-day summer planning retreat.

Information Only

Item 5.
(8:05 - 8:20)

Special Education Enrollments – Dr. Kreider

Explanation: Dr. Kreider will provide an annual update on special education enrollments and programming

Information Only

Item 6.
(8:20 – 8:30)

Hambright Enrollment Update – Dr. Egan

Explanation: Dr. Egan will be providing an update on enrollment at Hambright Elementary.

Information Only

Item 7.
(8:30 – 8:40)

Market Street Sports – Mr. Long

Explanation: The board heard from Market Street Sports during a public workshop session in January. Mr. Long will lead a discussion of the board to discern further direction the board may wish to take regarding advertising.

Information Only

ADJOURNMENT

Agenda – School Board Meeting
Penn Manor School District
Monday, March 6, 2017
Manor Middle School – Board Room
At Conclusion of the Committee of the Whole

CALL TO ORDER:

MOMENT OF SILENCE: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, March 20, 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 Labor Negotiations Update, Personnel, and Student Matter as detailed on the Committee of the Whole agenda.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES: February 21, 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 the Committee of the Whole Meeting** – The committee is recommending approval of the following: (ROLL CALL)

- A. 2017-18 School District Calendar Approval (see page 5)
- B. Second and Final Reading of Revised Board Policies as presented:
 - #004 – Local Board Procedures
 - #004-BOG-7 – Oath Certificate
 - #251 – Homeless Students
 - #255 – Educational Stability for Children in Foster Care
- C. Acknowledgement of MOU and Transportation Plan with Lancaster County Children & Youth related to Board Policies 251 & 255 (see pages 6-13)
- D. School Resource Officer Agreement with Millersville Borough for 2017-2018 through 2019-2020 (see pages 14-20)

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

- A. Judicial Review Committee Action as cited (enclosure).
- B. Agricultural Advisory Committee – approval of committee members (see page 21)

Explanation: Chapter 339 on Vocational Education of the Pennsylvania School Code mandates the use of advisory committees. State auditors verify that the local School Board annually approves the composition of the committee.
- C. Tuition-Free Senior for the remainder of the 2016-2017 School Year – Kelsey Bricker

Explanation: In accordance with Board Policy #202
- D. Proposal for G-Max testing at the High School Synthetic Turf field - with Turf, Track & Court, LLC (see page 22)

Explanation: As per the attached proposal, TT&C, LLC will perform G-Max testing, sometimes referred to as impact testing, will measure the shock-attenuation performance of the synthetic turf field at the high school.
- E. Acceptance of STS Aides/Para and Personal Care Assistants for the 2016-2017 school term (see page 23)

Explanation: While the aides are employed by Substitute Teacher Service, a listing is provided for the board's consideration and acceptance.

- F. Acceptance of STS Substitute Teachers for the 2016-2017 school term (see pages 24-25)

Explanation: While the substitute teachers are employed by Substitute Teacher Service, a listing is provided for the board's consideration and acceptance.

- G. Memorandum of Agreement with the Penn Manor Education Association for Edgenuity (see pages 26-30)

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 31).

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

Vita C. Caruso, Learning Support Teacher at Pequea, effective August 20, 2017
Stevie L. Younker, Learning Support Teacher at Pequea, effective April 21, 2017
Rebecca Harnish, Food Service at Pequea, effective 2/24/17
Paige Schanz, Enrollment Related Aide at Central Manor, effective 3/3/17
Gail Moore, Food Service Assistant Manager at High School, effective 6/6/17

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

Professional Employees:

Employee F39 - Family Medical - on or before March 28, 2017 – end of 2016-2017 school year

Employee F40 - Family Medical - January 3, 2017 – February 20, 2017

Classified Employees:

Employee F41 - Intermittent Family Medical - February 1, 2017 – January 31, 2018

Employee F42 - Intermittent Family Medical - February 27, 2017 – February 26, 2018

- D. Retirement of the individuals listed per the effective date:

Judy Gingrich, Cafeteria Manager at Eshleman, effective 6/6/17

Gail Lynch, Food Service at Eshleman, effective 6/6/17

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.



Penn Manor School District Calendar 2017- 2018



Approved March 6, 2017

August 2017						
Su	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

21 - Opening Day for Staff
23 - No scheduled In-Service
24 - First Day for Students

Elem. 6 Sec. 6

September 2017						
Su	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

1 - Vacation Day
No school: teachers/students
4 - Labor Day
No school: teachers/students
15 - Elem./H. S. Early Dismissal
22 - M.S. Early Dismissal
Elem. 19 Sec. 19

October 2017						
Su	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

9 - Columbus Day
No school: teachers/students
20 - K-12 In-Service
No school: students
Elem. 20 Sec. 20

November 2017						
Su	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

3 - K - 12 In-Service
No school: students
8, 9 10 - K-12 Early Dismissal
22 - 27 - No School
No school: teachers/students
Elem. 17 Sec. 17

December 2017						
Su	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

22 - K-12 Early Dismissal
25 - 29 - No School
No school: teachers/students
Elem. 16 Sec. 16

January 2018						
Su	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1 - New Year's Day Vacation
No school: teachers/students
12 - K -12 In-Service
No school: students
This day floats with end of semester
15 - Martin Luther King Day
No school: teachers/students
26 - Secondary Early Dismissal
Elem. 20 Sec. 20

February 2018						
Su	M	T	W	Th	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

16 - Weather Make-up/Vacation
19 - President's Day Vacation
No school: teachers/students

Elem. 18 Sec. 18

March 2018						
Su	M	T	W	Th	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

23 - K - 12 Early Dismissal
29 - Weather Make-up Day
30 - No School
No school: teachers/students

Elem. 20 Sec. 20

April 2018						
Su	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 - No School
No school: teachers/students
3 - Weather Make-up Day
20 - K - 12 Early Dismissal
Elem. 19 Sec. 19

May 2018						
Su	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

11 - K-12 Early Dismissal
25 - Weather Make-up/Vacation
28 - Memorial Day
No school: teachers/students
Elem. 21 Sec. 21

June 2018						
Su	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

7 - Last Day of School

Elem. 5 Sec. 5

PSSA Assessments 2018	
Apr. 9 - 13	ELA Gr. 3 - 8
Apr. 16 - 20	Math Gr. 3 - 8
Apr. 23 - 27	Science Gr. 4, 8
Apr. 30 - May 4	Make-up

Keystone Exams 2017 - 18	
Winter Waves	
Dec. 4 - 15	Alg.
Jan. 8 - 22	Alg., Lit., Bio.
Spring Semester	
May 14 - 25	Alg., Lit., Bio.

End of Marking Periods		
Marking Period 1 - October 31	Weather Days	4
Marking Period 2 - January 11	Teacher Days	190
End of Semester 1 - January 11	Student Days	181
Marking Period 3 - March 23		
Marking Period 4 - June 7		
End of Semester 2 - June 7		

Calendar Key	
	Opening Day for Staff
	First Day of School for Students
	Holiday/Vacation Day
	Last Day of School
	Weather Make-Up
	Early Dismissal
	K-12 In-Service

MEMORANDUM OF UNDERSTANDING

Between

(LEA) Penn Manor School District

and

(CCYA) Lancaster County Children & Youth

Transportation Procedures Agreement

*To ensure the educational stability of Foster Care Youth:
Every Student Succeeds Act (ESSA) requirements*

This Memorandum of Understanding (MOU) addresses transportation related provisions. Additional policies may be added to address the unique needs of each collaboration between the Local Education Agency (LEA)/County Children and Youth Agency (CCYA) in order to ensure the educational stability of foster care youth. Note: this MOU is not a local transportation plan. It is an agreement between the LEA and CCYA to collaboratively design a local transportation plan.

Purpose:

The purpose of this agreement is to establish transportation procedures between Penn Manor School District (LEA) and Lancaster County Children and Youth (CCYA) to ensure the provision of transportation for foster care youth enrolled in a LEA (Pre-K-12) when a best interest determination indicates that the student should remain in the school of origin, and alternative means of transportation to and from school have been fully explored and deemed unavailable.

Joint Responsibilities:

- The LEA and CCYA agree to collaborate to update or establish formal mechanisms to ensure that the LEA is promptly notified when a child enters foster care or changes foster care placements.
- The LEA and CCYA agree to collaborate to jointly design a comprehensive transportation plan to ensure that transportation for children in foster care is provided, arranged, and funded.
- Both parties agree that under no circumstances shall a transportation dispute between party's delay or interrupt the provision of transportation for a child to the school of origin.
- Both parties agree to communicate regularly and share leadership responsibilities at the local level to ensure that available resources for transportation are utilized in the most effective manner, without duplication.
- Both parties agree that transportation must be provided in a "cost effective" manner so low-cost/no-cost options should be explored. (e.g. pre-existing bus stops or public transportation, foster parents provide transportation, transportation by other programs if child is eligible)
- Both parties agree to maintain confidentiality of information regarding children and families being served, in accordance with the Family Education Rights and Privacy Act (FERPA), and all other State and Federal laws and regulations regarding confidentiality.
- Both parties understand that all federal, state and local funding sources should be maximized to ensure transportations costs are not unduly burdensome on one agency.

Respective responsibilities under this agreement include:

Penn Manor School District

- Establish a Foster Care Point of Contact (POC) given the importance of transportation to ensure educational stability requirements defined by the Every Student Succeeds Act (ESSA).
- Share the Foster Care POC's contact information with state and local education and child welfare agencies.
- Understands that even if an LEA does not transport other students, it must ensure that transportation is provided to children in foster care, adhering to the collaboratively designed transportation plan.
- Acknowledges that Title I is an allowable funding source for additional transportation costs, although funds reserved for comparable services for homeless children and youth may not be used for transportation.
- Informs the CCYA whether Title I funds are available to support additional transportation costs for children in foster care in order to maintain enrollment in their school of origin.
- Agrees, if applicable, to support additional transportation costs for eligible foster care youth utilizing funds made available within Title I.
- Understands that if there are additional costs providing transportation for children in foster care to remain in his or her school of origin, the LEA (school of origin) will provide such transportation if (1) the county children and youth agency agrees to reimburse the LEA for the cost of transportation; (2) the LEA agrees to pay for the additional costs; or (3) the LEA and county children and youth agency agree to share the costs.
- Agrees that a child must remain in his or her school of origin while any disputes are being resolved. Agrees to provide or arrange for adequate and appropriate transportation to and from the school of origin while any disputes are being resolved.

Lancaster County Children and Youth Agency

- Identifies all children in foster care enrolled in the LEA in order for the LEA and CCYA to fulfill the jointly agreed upon transportation responsibilities.
- Informs LEA of children in foster care who may be in need of transportation to maintain enrollment in their school of origin.
- Agrees to immediately inform the school of origin of children in foster care who experience a change of foster care placement.
- Agrees, if applicable, to support transportation costs for eligible foster care youth utilizing funds made available within the county's child welfare budget under Section 475(4)(A) of Title IV-E of the Social Security Act.
- Informs the LEA/school of origin whether Title IV-E funds are available to support additional transportation costs for children in foster care in order to maintain enrollment in their school of origin. Agrees to assist the LEA/school of origin in exploring the full range of options for providing and funding transportation to maintain a child in his or her school of origin, consistent with the child's educational stability plan.

Updates and Revisions:

Updates and revisions to this MOU should be made as needed. Any updates or revisions to the MOU must be submitted to the Pennsylvania Department of Education. Best practice recommends that an updated MOU be submitted every three years, as contractual updates follow this timeline.

Penn Manor School District (LEA) and **Lancaster County Children & Youth (CCYA)** agree to update or revise this Memorandum of Understanding (MOU) as needed or every three years to coincide with the contractual timelines.

This agreement will be reviewed and approved by representatives of both agencies:

Lancaster County CYA
150 North Queen St., Suite 111
Lancaster, PA 17603

Printed Name: Crystal A. Natan, MSW, LSW, Executive Director
(CCYA)
Signed: Crystal A. Natan Date: 12 / 13 / 16
(CCYA)

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

Printed Name: Michael G. Leichter, Ed.D., Superintendent of Schools
(LEA)
Signed: Michael G. Leichter Date: 12/13/2016
(LEA)

Between

(LEA) Penn Manor SD

and

(CCYA) Lancaster County Children and Youth Agency

Transportation Procedures

To ensure the educational stability of Foster Care Youth:
Every Student Succeeds Act (ESSA) requirements

To address transportation for foster care youth in a cost-effective way, the local education agency (LEA) and the county children and youth agency (CCYA) must establish formal, written protocols and procedures to ensure that foster care youth can remain in their school of origin whenever possible. In order to do so, the CCYA must regularly identify and inform the LEA of all foster care youth enrolled in the LEA.

The local transportation plan must be collaboratively designed between the LEA and the CCYA to appropriately reflect the unique local context in which it is in effect. It is recommended that LEAs and CCYAs consider previous scenarios when designing the joint transportation plan to limit educational disruption for foster care youth as transportation related events occur.

Note: LEAs should consider developing transportation plans with other LEAs or CCYAs, both in-state and out-of-state, with which they frequently interact regarding foster care youth; these specific relationships should be defined in the local transportation plan.

Part 1. LEA and CCYA Representative(s) Included in Designing the Local Transportation Plan

Please include the name and title of each LEA and CCYA representative included in designing the joint plan.

Local Education Agency Representative(s)	Title
1) Theresa Kreider	Director of Student Services
2)	
3)	
4)	

County Children and Youth Agency Representative(s)	Title
1) Crystal A. Natan MSW, LSW	CYS Administrator
2)	
3)	
4)	

Note: If the LEA sends students to Intermediate Units (IUs), the LEA should inform IUs of foster care youth attending programs at their facilities and the same accommodations must be provided for these youths. IUs providing transportation for foster care youth enrolled in the LEA must be considered in the development and design of the local transportation plan between the LEA and the CCYA, and plans should reference transportation procedures for these students.

Part 2. Addressing Transportation Assurances to Ensure Educational Stability

Please describe, in detail, your collaboratively designed transportation procedures governing how transportation to maintain children in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the time in foster care (ESEA 1112(c)(5)(B)). The purpose of establishing uniform local transportation procedures is to ensure that every foster care student receives a consistent, fair assessment.

Sequence:

1. When a student is placed in foster care or changes residence while in foster care, the CCYA POC or caseworker must notify the LEA of origin Foster Care POC, within 72 hours or prior to the detention hearing, to allow the LEA to adequately make appropriate academic and transportation accommodations for the foster care youth.
2. The CCYA POC or caseworker will begin the BID process by completing the BID School Placement Form collaboratively with the LEA of origin, including all additional relevant parties when appropriate.
3. The best interest determination for school placement is completed as quickly as possible (e.g. within three school days) after the CCYA notifies the school of the decision of the child's new residence; the child remains in the same school during that time, unless contrary to the child's best interest.
4. In the interim of a final best interest determination for school placement, the LEA of origin ensures that the student remains in the school of origin and transportation is scheduled immediately.
5. A joint decision is made by the CCYA POC and the LEA of origin Foster Care POC with regards to school placement.
6. If the BID decision is that the student will remain in the current school, the LEA of origin Foster Care POC will work with the CCYA to arrange transportation to and from school.

Procedure for providing, arranging, and funding transportation:

If a best interest determination has been made that the child remains in the school of origin, the LEA of origin and the placing CCYA will implement an expedited process to address the transportation needs of foster care youth so that these children do not experience disruptions in their education due to lack of transportation.

1. Multiple factors will be considered and addressed in the BID when determining transportation options for foster care students. Such factors will include safety for the student and other students being transported, student age, and length of commute. The following options will be considered to provide transportation to the school of origin:
 - a. An existing bus route can be used.
 - b. An existing bus route can be modified slightly to accommodate the new address.
 - c. Specialized transportation offered to other students can be accessed such as special education, alternative education, or McKinney-Vento transportation.
 - d. If a student's new placement address is located within a reasonable walking distance (as determined by the LEA) of the school of origin/school of origin boundary, the foster parent or designated group home staff person will be responsible for taking the child to school of origin or to the nearest school of origin bus route.
 - e. Transportation from the student's foster care placement outside of the reasonable walking distance (as determined by the LEA) school of origin/school of origin boundary is arranged and provided to the nearest bus route of the school of origin.
2. Existing specialized transportation can be modified slightly to accommodate the new address.
3. The LEA may identify alternatives not provided directly by the school district that the CCYA could access or that the LEA would be willing to assist in accessing. This could be facilitating the arrangement or providing the transportation and being reimbursed. Examples include public transportation such as a bus or a cab.

4. CCYA should also explore options outside of those provided by the LEA, such as reimbursing the foster parents for transportation costs or including transportation in contracts with licensed child placing agencies or group homes.
5. If the student has an IEP that includes provisions for specialized transportation, the LEA must provide transportation. For students with disabilities, the BID process will include a determination of whether (a) specialized transportation is required under the existing IEP; (b) the potential effect that a longer bus run will have on the student, if the BID results in a determination to maintain the student in his or her school of origin; and (c) whether any changes in transportation arrangements as described in the existing IEP or accommodation plan will be necessary to address any adverse effect thus identified.
6. For emergency or placement modifications, the child automatically remains in school of origin. The LEA and CCYA will communicate efforts to provide and arrange transportation in these situations to make every effort to ensure that the child remains in school and limits educational disruption.
7. If a child exits foster care, the LEA and CCYA should continue to prioritize the child's educational stability, consider each child's best interest on a case-by-case basis, and, when possible, make every effort to continue to ensure transportation is provided through the end of the school year, if needed, when remaining in the school of origin would be in the child's best interest. In these circumstances, the school of origin will specifically seek the support of the new school district of residence.
8. The CCYA, the LEA Foster Care Point of Contact, and additional relevant parties will meet periodically to review foster care youth enrolled in the LEA and to revise educational stability protocols and procedures to ensure the best interest of the child.

Part 3: Addressing Additional Costs

As part of developing and implementing transportation procedures, the LEA and CCYA must address any additional costs incurred in providing transportation to maintain children in foster care. Given the emphasis on shared agency responsibility, the LEA and the CCYA should make every possible effort to reach agreement regarding how transportation should be funded if there are additional costs. (Please see the ED/HHS Joint Guidance, pp.17-19, questions 22, 27,28, and 29, and the Transportation Plan Guide, Part B.)

*Note: LEAs, including the school district of origin and the school district of residence, as well as the placing CCYA, may also agree to paying for or sharing in the costs in providing transportation to the school of origin. LEAs **may** include these scenarios in their plans as a method to address additional costs.*

If there are **additional costs** incurred in providing transportation to the school of origin, the LEA will provide such transportation. The following transportation funding strategies will be considered by the LEA and CCYA to cover these costs when a foster care student requires transportation to remain in their school of origin:

1. The LEA can offer an existing means of transportation at no additional cost, the LEA will assume responsibility for transportation and the CCYA will not be charged.
2. The LEA can provide transportation but will need to modify a route or create a new option; the LEA will calculate the additional cost of transportation.
3. The LEA of origin will take the lead on arranging the transportation and any additional costs that are incurred will be shared equally between the LEA of origin and the CCYA.

Part 4. Considering Low-Cost or No-Cost Transportation Options for Foster Care Youth

On a case-by-case student basis, additional low-cost or no-cost options for transportation of students in foster care should be explored. Please carefully review the following no-cost or low-cost options for transportation and indicate with a check mark if the LEA and the CCYA agree to explore these transportation funding options on a case-by-case basis.

No-Cost or Low-Cost Options	LEA	CCYA
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The child may be dropped off at a school bus stop near the existing transportation system for the school of origin. Communication between the current and new school districts is critical.	X	X
Public transportation options exist, if the child is of an appropriate age and has, or is able to acquire, the skills to utilize such options.	X	X
The foster parents or other family member(s) are willing and able to transport the child to school.		X
The child is already eligible for transportation covered by other programs.	X	X
There are pre-existing bus routes or stops close to the new foster care placement that cross district boundaries, such as bus routes for magnet schools and transportation for homeless students as required by the McKinney-Vento Act.	X	
The school district of residence, school district of origin, and placing CCYA may be willing to share transportation costs.	X	X

Please describe any additional low-cost or no-cost options for transportation of students in foster care, which may be unique to your local context.

Part 5. Describing a local transportation dispute resolution process between the LEA and CCYA

Local transportation plans/procedures should include a dispute resolution process to address how the transportation requirement will be met if parties cannot come to an agreement. LEAs must ensure that a child in foster care remains in their school of origin while any disputes regarding transportation costs are being resolved. ESEA 1111(g)(1)(E)(i) and 1112(c)(5)(B)(i)

Please describe your local transportation dispute resolution process.

To the extent feasible and appropriate, the LEA must ensure that a child remains in his or her school of origin while the disputes are being resolved to minimize disruptions and reduce the number of moves between schools.

The CCYA and LEA expect that a dispute resolution process will be developed on the state and/or local level. Until this process is developed, the CCYA and the LEA will seek guidance from the Educational Stability for Foster Care Youth Regional Office at BCIU, when a conflict arises. The situation and points of contention should be emailed to the regional office, including all parties involved. The regional office will offer recommendations on how to resolve the matter. The CCYA and LEA will collaborate and reevaluate available resources to determine how to implement the recommendations. Until the dispute is resolved, the child must remain in the school of origin. The LEA will provide transportation and any additional costs will be shared equally by the LEA of origin, the LEA of residence (if in agreement) and CCYA until a dispute is resolved.

Part 6. Updates and Revisions

Updates and revisions to this local transportation plan should be made as needed; any updates or revisions must be submitted to the Pennsylvania Department of Education. Best practice recommends that an updated plan be submitted every three years, as contractual updates follow this timeline.

Penn Manor SD (LEA) and **Lancaster County Children and Youth** (CCYA) agree to update or revise this local transportation plan as needed or every three years to coincide with the contractual timelines.

This agreement will be reviewed and approved by representatives of both agencies:

Lancaster County Children and Youth

Lancaster, PA

Printed Name: Crystal A. Natan, MSW, LSW Executive Director

(CCYA)

Signed: Crystal A. Natan Date: 01 / 13 / 17

(CCYA)

Penn Manor SD

PO Box 1001

Millersville, PA 17551

Printed Name: Michael G. Leichter, Ed.D.

(LEA)

Signed: Michael A. Leichter Date: 01 / 12 / 2017

(LEA)

If you require extra space to describe your transportation plan, please attach an additional document.

School Resource Officer

For School Years 2017-2018, 2018-2019, 2019-2020

MEMORANDUM OF UNDERSTANDING

Between

Penn Manor School District

And

Millersville Borough Police Department

Mission Statement

Effective schooling requires a safe and orderly environment in which learning can occur. The mission of the School Resource Officer (SRO) Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption. The SRO program shall provide the school administrators and staff with law enforcement resources and expertise they would need during unusual circumstances in order to maintain safety, order, and discipline in the school environment.

Duties and Responsibilities:

School Resource Officer

- A. The School Resource Officer is a full time sworn Millersville Borough Police Officer, employed by Millersville Borough and assigned to provide the law enforcement expertise and resources to assist school staff(s) in maintaining safety, order and discipline within their assigned school(s). During duty hours, the SRO may wear either the regular police uniform or plain clothes, as situations merit. The decision of wearing the regular uniform or plain clothes will be at the discretion of the School Designated District Administrator, after consultation with the SRO. The SRO shall be armed with the police department approved firearm at all times. The SRO will be maintaining safety, order and discipline within the school campus. The SRO will be an active member of the administrative team.
- B. The SRO is assigned primarily to the Penn Manor High School, within Millersville Borough, and therefore the grounds and surroundings of said building are the equivalent of the SRO's patrol area, and he/she assumes primary responsibility for handling calls for service and coordinating the response of the other police responses to the assigned building. In an emergency situation, the SRO and 911 will be contacted simultaneously.
- C. SRO's duty schedule will be developed to establish presence at Penn Manor High School in conjunction with the Designated School District Administrator and the Chief of Police. When it is in the best interest of the police department and the school, the SRO may be required to attend special after school activities or events. Attendance at these functions shall be at the discretion of the administration in collaboration with the Chief of Police.
- D. The SRO shall assist with educating and training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools shall be

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disseminated to the school administrative staff to assist them in effectively establishing and maintaining a safe school environment.

- E. The SRO shall become involved with the school's curriculum and other law related education. Lessons plans for all presentations shall be forwarded to the Chief of Police and/or his designee.
- F. The SRO shall be responsible for monitoring the social and cultural environment to identify emerging social issues. All information concerning such issues shall be provided to the administration and the Chief of Police or his designee.
- G. A critical element of the SRO program is an open relationship and strong communication between the School Principals and the SRO. The SRO shall meet minimally on a weekly basis with the school administration for the purpose of sharing information and concerns.
- H. When it is necessary, the SRO may make formal presentations to, or participate in school-based community organization meetings such as Parent-Teacher Organizations, School Advisory Council, and School Board meetings. Participation in other activities such as; panel discussions, mentoring programs, and community coalitions or task forces must be approved in advance by the Designated School District Administrator and the Chief of Police.
- I. When the SRO is present in school district buildings located outside Millersville Borough, the SRO's primary function will be to collaborate with the building principal(s), faculty, staff and students. In the event that police powers need to be exercised when the SRO is outside of Millersville Borough, the SRO will coordinate those law enforcement efforts with the police agency having primary police jurisdiction. In the event of unforeseen situations where immediate police action may be required by the SRO, while outside the municipality of Millersville Borough, the authority provided in Pennsylvania's Municipal Police Jurisdiction Act, 42 Pa. C.S.A. Section 8951 et seq. will be used to respond to those situations. Nothing in this subparagraph is intended to prohibit the SRO from providing emergency assistance to protect the safety and well-being of students and staff in those school district buildings located outside the jurisdiction of Millersville Borough.
- J. A critical element of the SRO program is strong communications with the students. When communicating with students during and after school hours, the SRO is required to follow all State and Federal laws; Millersville Borough Police Department Rules and Regulations; and Penn Manor School District Rules and Regulations when using any form of communications, including all forms of social media.

Chain of Command

The SRO is assigned to the Police Department Patrol Division. On a daily basis, the SRO will collaborate with the school and district administration on many issues, including his/her scheduled hours and the disposition of various situations they may encounter. The Designated School District Administrator or his/her designee will act as the day-to-day coordinator of SRO services and responsibilities. The ultimate responsibility of the SRO is to carry out their duties as a police officer, as expressed and interpreted through the

2--2/9/2017 Revised

Police Department chain of command. As such, the SRO is ultimately responsible to the Chief of Police or his designee and may be recalled from the school for cause. (These would be unexpected emergencies).

Resources and Training

The School District will provide the SRO with a suitable office space that includes; a desk, computer with internet access, lockable filing cabinet, telephone with outside direct line, secretarial support and access to student demographic information to the extent permitted by law.

The School District shall include the SRO in, in-service training opportunities as appropriate. The SRO will participate in Police Department trainings as deemed appropriate by the Chief of Police.

Selection and Assignment of the School Resource Officer

The School Resource Officer will be selected and appointed through a process that involves both the Millersville Borough Police Department and the School District. The Millersville Borough Police Department will develop a list of qualified applicants, to present to the school where the Superintendent or his/her designee will participate in the selection/interview process of the SRO. A SRO will only be named if both the Millersville Police Department and the School District agree to the candidate.

Police Investigation and Questioning

Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by the person suspected of a crime or destruction of evidence. By and large the investigation and questioning of students during school hours or at school events will be limited to situations where the investigation is related to the school.

The Designated School District Administrator shall be notified as soon as practical of any significant enforcement events. The School Resources Officer shall coordinate activities so that actions taken are in the best interest of the school and public safety. The School Resource Officer shall provide information to the appropriate investigative agency of any crime(s) or leads that come to his/her attention. The SRO shall be kept advised of all investigations that involve students from his/her assigned school.

While conducting investigations and questioning students, the SRO will follow all Federal, State and local laws.

Arrest Procedures

The School Resource Officer will be expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the

School Principals for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the School Principals. This specifically applies to general standards of conduct.

The following procedures will be adhered to where arrests of students or staff become necessary:

- 1.) The arrest of a student or employee of the School District with a warrant or petition should be coordinated through the designated School District Administrator and accomplished after school hours, whenever possible.
- 2.) Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of law shall be arrested for trespassing.
- 3.) Arrest of students or staff during school hours or on school grounds shall be reported to the designated School District Administrator as soon as practical.

Search and Seizure

School officials may conduct searches of students' property and persons under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or rules of the school.

The SRO shall not become involved in administrative (school related) searches, unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

Administrative Hearings

The SRO shall attend suspension and/or expulsion hearings upon the request of the School Principal. The office shall be prepared to provide testimony on any actions that were taken by the officer and any personally observed actions witnessed by the officer. The SRO shall make accessible any physical evidence that is available. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as a weapon, that is needed at a disciplinary hearing.

The SRO shall not provide any official Police Department document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

When a subpoena for official records, reports, or documents for an administrative hearing is received by the Police Department, it will be reviewed by the Police Department and any action will be coordinated by the Chief of Police, the District Attorney, the Borough Solicitor and the SRO.

Release of Student Information

The SRO shall not access students' education records (including information contained in those records) maintained by the District, unless such access is permitted under the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232h, and its implementing regulations.

Release of Police Information

The SRO may share information with the School Principal(s) and designated School District Administrators, as permitted by the Pennsylvania Crimes Code, Chapter 91, Criminal History Record Information Law.

Complaint Process

Concerns or complaints regarding the performance of the SRO shall be first filed with the designated School District Administrator. The designated School District Administrator will contact the Chief of Police or his/her designee, to collaborate on the next step(s) in the process. Depending on the nature of the complaint a variety of responses could ensue, handled either by the school, or by the Chief of Police as deemed appropriate.

It will always be the position of the School District and the Police Department that concerns should be addressed at their lowest level at the outset of a problem (with the exception of a situation that involves harm to a student or staff). If the issue is not resolved to the satisfaction of those concerned, they may take the issue to the Superintendent or the Chief of Police.

If all improvement interventions are unsuccessful and the Chief of Police and the designated School District Administrator are in agreement, the assigned SRO can be called back to regular duty at which point, a new SRO will be selected.

The designated School District Administrator charged with the supervision and management of the School Resource Officer program shall keep documentation related to each concern/complaint that is lodged in relation to the SRO. This documentation shall be shared on a regular basis with the Chief of Police.

Evaluation Process

The Millersville Borough Police Department will seek input from the designated School District Administrator for the purpose of conducting the annual performance appraisal of the School Resource Officer. The Chief of Police or his designee and the designated School District Administrator responsible for oversight of the SRO program will maintain data to evaluate the effectiveness of the program.

Program Termination

If, either entity wishes to dissolve the School Resource Officer program, said entity shall notify the other entity in writing no less than six (6) months prior to the intended termination date.

Cost Sharing:

The annual cost of the School Resource Officer program (salary, over-time related to the school, fringe benefits) will be prorated between Millersville Borough and the Penn Manor School District in the following manner: Millersville Borough shall be responsible for thirty-one percent (31%) and the Penn Manor School District shall be responsible for sixty-nine percent (69%) of the program costs. Notwithstanding this cost sharing arrangement, the parties mutually agree that Penn Manor School District's pro-rated share for the SRO program for the time period beginning July 1, 2017 through December 31, 2017 shall be \$44,623. Thereafter, the parties agree to use the following estimated annual cost in calculating their respective prorated share of the SRO program: 2018 calendar year-\$93,180, 2019 calendar year- \$96,720, and 2020 calendar year-\$100,527. The parties mutually acknowledge and agree that these annual costs may be lower or higher than the estimated annual cost depending upon the number of hours worked by the SRO for the school or the assignment of a new SRO whose salary may differ from that of the currently assigned SRO.

Repayment Schedule:

Millersville Borough will initially pay the program costs for the School Resource Officer. The Penn Manor School District will reimburse Millersville Borough for their agreed upon share of the School Resource program costs. The billing shall occur on a quarterly basis based on the annual charge stated under "Cost Sharing" above.

The annual charge will be determined by the Borough and will be sent to the Superintendent before January 31st of each year. Police labor contracts with the Borough may delay a new calculation resulting in retroactive billing increases or decreases as negotiated.

Overtime:

The School Resource Officer shall work a 40-hour workweek. Overtime shall be charged to the entity that originated the request for said overtime. If the School Resource Officer were asked by the Penn Manor School District to conduct a business that results in overtime, the School District would be responsible for funding the overtime. If the School Resource Officer were required by the Millersville Borough to engage in overtime activity not related to the school, the Borough would be responsible for funding the overtime salary. Millersville Borough Police Department overtime rate is time and one half of the officer's regular hourly rate.

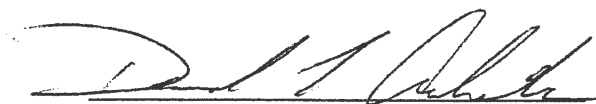
In an attempt to minimize overtime the School District shall work with the Millersville Borough Police Department to develop a flexible schedule that allows for a variety of starting and ending times based on the presenting need(s).

Conclusion:

This policy represents mutually agreed upon goals and objectives of the Millersville Borough Police Department and the Penn Manor School District for the School Resource Officer Program. This endeavor is a partnership between education and law enforcement to support a collaborative, problem – solving approach to ensure a safe and secure learning environment for students and staff. Regular meetings shall be conducted between the Chief of Police, or designee, and the designated School District Administrator charged with oversight of the SRO Program to support this endeavor.

This Memorandum of Understanding remains in force for the duration of this three school-year agreement. The Program shall be reviewed annually and amended as necessary to meet the needs of the cooperating agencies. This agreement supersedes all previously issued agreements between Millersville Borough and the Penn Manor School District concerning the School Resource Officer Program, whether oral or written.

Signed:


Millersville Borough Council President

Penn Manor School Board President

2/28/17
Date

Date

7--2/9/2017 Revised

Penn Manor Agriculture Advisory Committees 2016-2017

Occupational Advisory Committees

General Agriculture 1.0000 and Production Agriculture 1.0301

	Business:	Term Ends
Tom Haas (Chair)	Owner--Cherry Hill Orchards	2017-2018
Gordon Long	Crop Manager--Star Rock Farms	2016-2017
Brian Hess	Owner--Next To Nature Landscaping	2017-2018
Neil Fellenbaum	Instructor	
Meagan Slates	Instructor	

Agricultural Mechanics 1.0201

Name:	Business:	Term Ends
Allan Herr	Sales--Messick's Farm Equipment	2016-2017
Mike Gerlach (Chair)	Hershey Equipment	2017-2018
Glenn Fellenbaum	Technician—Messick's Farm Equipment	2018-2019
Jonathan Hess	Instructor	

Animal Science 01.0901

Name:	Business:	Term Ends
Steve Harnish	Central Manor Dairy-Owner	2018-2019
Kaleb Long (Chair)	Conestoga Oneega Farms—Co-Owner	2018-2019
Diane Glock-Cornman	Instructor	

Local Advisory Committee (Same Terms as Above)

Brian Hess-President

Allan Herr-Secretary

Gordon Long

Kaleb Long

Mike Gerlach

Tom Haas

Dr. Philip Gale, Principal PMHS

Dr. Mike Lechlitter, Penn Manor Superintendent

Dr. Cheryl Shaffer, Penn Manor Asst. Superintendent of Curriculum and Instruction

Mr. Joseph Fullerton, Penn Manor School Board

February 27, 2017

Mr. Chip Mathias
Director of Buildings & Grounds
Penn Manor School District
P.O. Box 1001
Millersville, PA 17551



Re: Proposal for G-max Testing

Dear Chip,

In response to your request, Turf, Track & Court, LLC (TTC) is pleased to present this Proposal for G-max testing services and field analysis. This proposal is presented as a single service to perform G-max testing for the District's synthetic turf fields. Following is a description of our service and fee:

G-max Testing Services & Fee:

- TTC will provide the required professional services to provide G-max testing results, field analysis and corresponding conditions reports for your synthetic turf athletic field. Testing and reporting will be conducted in accordance with ASTM standards (F-1936-15 and F-355-16ε¹).
- G-max Testing / Field Analysis
\$750.00 + Travel Exp. (\$ 34.78) \$ 784.78
Additional Field's (fields 2-4): \$400.00 each \$ 400
Total: \$ 1,184.78
- Facility / Field Conditions Report No Charge

Schedule

TTC is currently scheduling for testing. Upon authorization, a tentative date will be established and confirmed prior to arrival.

Invoicing

Invoices for services will be submitted upon completion. Standard contract terms and conditions are as per the attachment.

If the proposal is acceptable, please sign below for the initiation of work. Please return one copy for our files. This proposal pricing is valid for 90 days. Thank you for the opportunity to be of service to Penn Manor School District.

Sincerely,

Danielle J. Hammond
Turf, Track & Court, LLC

Proposal accepted by:

Name

Title

Date

Enc.

2016-2017 PENN MANOR SCHOOL DISTRICT - AIDES

Last Name	First Name
BAKHIT	AMEL
BEATTIE	ELIZABETH
BOMBERGER	CINDY
BOYER	CAROL
CLARK II	CHARLES
DAILY	TRIA
DEWALD	TROY
DIMM	CHRISTINA
FORBERGER	CATHERINE
GALGON JR	ROBERT
GALLAGHER	JAMES
GIAMPIETRO	ANITA
GRING	ELIZABETH
HARPER	CHLOE
HODGES	JODY
HORN	HEATHER
KHALIL	BESHOY
KINCADE	LINDA
KING	HOLLY
LASHER	STACEY
MAURER	KATHRYN
METZLER	JONELLE
NAJEE	SUHEER
NATIVIDAD	MARGARET
PANTANO	KIMBERLY
RINEER	JENNIFER
SALAMA	MALAKA
SCERBO	MICHELLE
STOPPARD	JANETTE
STRAUB	CODY
TRUITT	NICOLE
WALL	KYLE
WARWOOD	KATHRYNE
YALE	KIERSTEN
YOUNG	CAROL
ZARANYIKA	DRUSILA
ZORRILLA	ELIZABETH

2016-2017 PENN MANOR SCHOOL DISTRICT - SUBSTITUTE TEACHERS

Last Name	First Name
ACKLEY	JOSIAH
AL FAYADH	HIND
ALDRICH	HEATHER
ALLEN	ASHLEY
ALLISON	MADISON
ALTER	NATHANIEL
ASHLEY	CHARLOTTE
ATKINS	LEE
BALLARD	ERIK
BARNETT	KRISTEN
BARNS	SHANNON
BARTKOVSKY JR	PAUL
BATHURST	REBECCA
BEATTIE	JOHN
BEATY	KRISTIN
BECKINGER	DAMIEN
BELCZYK	EVAN
BENNETT (WILSON)	CATHERINE
BONILLA	KAROL
BREITBACH	KARA
BRENNER	CANDICE
BRESSLER	SARAH
BROWN	LEAH
BROWNING	MARY KAY
BUCKS	CRYSTAL
BUCKS	ROBERT
BUECHE	PAMELA
CAMILLERI	JOHN
CANTRELL TELLEZ	MARY
CAPPIELLO	JUSTIN
CARNAHAN-MCCURDY	STEPHANIE
CARTY	LINDA
CAULER	SANDRA
CHARLES	CHRISTIANNE
CLINGAN	MELISSA
COLE	SARAH
COMI III	FRANK
CRUM	ELIZABETH
CULLUM	BROOKE
CUNNINGHAM	MEGHAN
CURRIER	JOELLE
DANDRIDGE	DEBORAH
DAVIS	AAREN
DAVIS III	LESTER
DEIBLER	ROBERT
DELLE DONNE	KAREN
DIERNBACH	TYLER
DINERSTEIN-PRUDHOMME	ALEXIS
EBY	KRISTA
EICHENAUER	MARCIA
ELDRED	JACQUELYN
ENGLE	LEAH
ETZWEILER	TARA
FARO	ALEXIS
FEDOCK	WILDA

Last Name	First Name
FENSKE	AMANDA
FIELDS	EMILY
FRIEDMAN	JAMIE
FUNK	LYNDSAY
GAGNE	TIMOTHY
GALGON JR	ROBERT
GARRITY	EDWARD
GARRITY	ILONA
GAUSCH	SAMSON
GEITER	BRITTANY
GIBSON	ERIN
GIBSON	SAMANTHA
GIOVANIS	GEORGE
GLONEK	JODI
GREEN	KATHRYN
HANNAN	ELIZABETH
HARNER	GWYNETH
HEBERLEIN	WILLIAM
HELFRICH	MAUREEN
HENDERSHOTT	ASHLEY
HITE	LINDA
HOLLENBACH	COURTNEY
HOLLERN	FAITH
HOUCK	EMILY
HUNSICKER	LOGAN
HURLBURT	PAUL
IPPOLITO	KAREN
ISHLER	BRENDA
JOFFRED	RACHAEL
JONES	ALISON
KEICH	DANIEL
KEMMERLY	MIKAYLA
KENDALL	CHELSEA
KENNEDY	SUSAN
KIDHARDT	AMANDA
KOBER	MEAGAN
KRAMER	LEANN
KREIDER	SHANNON
KUPINIEWICZ	KRISTY
KURTZ	THOMAS
LABENSKI	SCOTT
LATTANZE	CHRISTOPHER
LEAS	NICOLE
LEBO	MARY LOU
LEE	MAI
LEINBACH	BRANDON
LEINBACH	JENNA
LENHART	TIMOTHY
LEWIS	KILEY
LONG	JEFFREY
LUKES	JANET
MACARTHUR	JULIE
MADAVARAM	MERLINA
MALINAK	LYNN
MARTIN	NICHOLAS

2016-2017 PENN MANOR SCHOOL DISTRICT - SUBSTITUTE TEACHERS

Last Name	First Name
MAST	CHRISTA
MCADOO	MORGAN
MCCLOUD	MIA
MCGILL	MAEVE
MCGRATH	REBECCA
MCMAINS	JULIE
MECKES	DREW
MILLER	DANIEL R
MILLER	YVONNE
MINNICH	JESSICA
MITTIG	MAELIS
MOHLER	REBECCA
MOLDOFF	AARON
MOORE	MIRANDA
MORRISON	THOMAS
MOUZON-BYERS	JUNE
MUCCI	NIKOLAS
MULLIGAN	JACKIE
MURPHY	MEGAN
NELSON	BENJAMIN
NEUMANN	BETH
NEWSWANGER	ANDREA
NICHOLL	ANGELA
NIELI	PATRICK
NIEVES	JONATHAN
NOLL	KAYLA
O'DONNELL	CHRISTINE
PASTERNAK POST	JEFFREY
PEACHEY	SCOTT
PEARSON	BRIAN
PETERS	JANELLE
PIOSA	JOHN
POET	MITCHELL
POLADIAN	IRA
POLLICH	ALEXANDRA
PONTIUS	ERIC
PRANGE	LORIN
QUILLMAN	KALEY
QUINN	DANIEL
RABER	ALLYSON
RAKOS	MOLLY
RASMUS	TIMOTHY
RATHVON	CYNTHIA
RIEHL	JOSHUA
ROBINSON	JOSEPH
RODA	MEGAN
ROHM	LARRY
ROWE	ABIGAIL
RYAN	CURTIS
SALISBURY	KARL
SANTIAGO	KEVIA
SAUDER	GALEN
SCHAEFFER	KEENAN
SCHINDLER	SAMUEL
SCHMIDT	ANGELA

Last Name	First Name
SCHOCK	DARBY
SCHOENBERGER	SHARYN
SCIARRA	MICHAEL
SCOTT	SARAH
SELDOMRIDGE	VICTORIA
SHAAK	ELIZABETH
SHEA	JANET
SHELTON	MICHAEL
SHOPF	LISA
SIGAFOOS	BETH
SLEDGE	JAMES
SMITH	DEVONNA
SNARE	DANIEL
SNYDER	SUSAN
SPINIO	KELSEY
STAHL	SARA
STAMM	JESSICA
STEFAN	BRANDY
STEFAN	GREGORY
STIGER	SAMANTHA
STITT	JOSHUA
STOTTLEMYER	KEVIN
STRAUB	CODY
TAYLOR	LINDSEY
TRIBELHORN	KARL
TROUTMAN	JEREMEY
TRUITT	KRISTI
TRUXAL	E. SUSAN
TURNER	KYLIE
VARGAS	HILLARY
VAUGHN JR	PAUL
VIAU	HOLLI
WALDEN	GRETCHEN
WARD	SHELBY
WEEKS	SAMANTHA
WETTIG	SHAWN
WHITMORE	ADRIAN
WILLIAMS	KEN
WILSON	DENNIS
WILSON	JODY

Memorandum of Agreement

Relating to Open Campus Program

This Memorandum of Agreement is entered into _____, 2017, by and between Penn Manor School District, Hempfield School District and Manheim Township School District (“The Districts”) and the Penn Manor Education Association, Hempfield Education Association, and Manheim Township Education Association (“The Associations”) regarding the Open Campus (“OCA”) program.

WHEREAS, the Districts and Associations agree that it remains their ultimate goal to offer OCA program courses that are designed and delivered solely by District professional employees; however, in most cases at this time, it is not feasible to maintain the current levels of development of OCA courses. The Parties, however, agree that providing on-line learning opportunities to their students is valuable and should be continued. With that in mind, OCA courses that have been developed or are in the process of being developed at the time that this Agreement is executed will continue to be offered. In the future, any additional OCA courses will be developed and delivered on an as needed basis as determined by the parties. The parties agree that it is necessary to purchase and offer on-line courses to students who are full-day cyber students through Edgenuity, Inc. Additionally, Edgenuity, Inc. products will be available for use by teachers in blended/hybrid courses, as well as to supplement brick and mortar courses; and

WHEREAS, Manheim Township School District and the Manheim Township Education Association may not participate in this Agreement during its inception but may join at a later date; and

WHEREAS, this Memorandum of Agreement is being executed between the School Districts and the Associations to set forth the terms and conditions regarding the use of Edgenuity, Inc. courses and facilitation services.

NOW, THEREFORE, intending to be legally bound, the School Districts and Associations (the Parties) hereby agree as follows:

1. Term.

This Agreement shall become effective March 1, 2017, and end June 30, 2019. In order for this Agreement to be extended beyond June 30, 2019, the parties must agree in writing to an extension.

2. Assignment of Professional Employees to Facilitate Edgenuity, Inc. Courses.

(a) The District and the Association agree that no bargaining unit members will be demoted, furloughed or non-renewed as the direct result of the offering of Edgenuity, Inc. courses. This agreement does not in any way limit the Districts’ ability to demote, furlough or non-renew for other reasons as defined by state law. Further, the District will not reduce staff as a result of Edgenuity, Inc. offerings. Edgenuity, Inc. offerings shall not be used to provide instruction during a legal strike or lockout.

(b) Effective during the Spring, 2017, semester, Edgenuity, Inc. facilitation will always be offered to current members of the bargaining unit. Only in the event that no bargaining unit member elects to facilitate such a course, an Edgenuity, Inc. facilitator will be utilized for these services.

(c) Facilitation of Edgenuity, Inc. courses shall typically occur during the normal professional contractual day as defined by the applicable Collective Bargaining Agreements. In the event bargaining unit members are facilitating during the regular work day such facilitation shall be a part of the employees' regular workload.

(d) If the Parties agree to offer Edgenuity, Inc. courses outside the contractual day, such courses will always be offered to current members of the bargaining unit first. Compensation for such courses will be set at the following rates:

- \$60 per student for quarter (1/4) credit courses;
- \$120 per student for half (1/2) credit courses;
- \$240 per student for one (1) credit courses.

(e) The Districts will post all Edgenuity, Inc. courses to be offered by no later than July 1st for the first semester of the regular school year, and by no later than November 1st for the second semester of the regular school year. All bargaining unit members must notify their respective District of their interest in facilitating Edgenuity, Inc. courses by no later than July 15th for the first semester of the regular school year, and by no later than November 15th of the regular school year. The Districts will post all Edgenuity, Inc. courses to be offered during the summer months by no later than April 1st, and bargaining unit members must notify their respective District of their interest by April 15th.

(f) In the event more than one member seeks to facilitate a particular course, a rotation list will be developed and administered by the Superintendent or his/her designee, as identified by the Superintendent at each of the participating Districts. A rubric will be developed by the Parties for placement of members on the rotation list giving consideration to seniority, experience, and education. The rotation list will be revisited by the Parties annually for the purposes of updating it based on new hires, retirements, or other reasons for modification. Opportunities to facilitate Edgenuity, Inc. courses will always be offered to bargaining unit members at the participating Districts before going to a facilitator/instructor employed by Edgenuity, Inc.

(g) In the event a student does not complete the course facilitated by a bargaining unit member, the amount added to the facilitator's compensation for that student shall be adjusted, pro-rata, based on the number of days the student was enrolled in the class (for example, to calculate the percentage of compensation for an individual facilitator, the number of days the student took the course will be divided by the total number of course days).

(h) In the event a District intends to hire a professional employee for the sole purpose of facilitating Edgenuity, Inc. courses, the Parties will meet to negotiate the terms and conditions of such employment, as applicable.

3. *Leaves and Resignations/Retirements*

(a) In the event a bargaining unit member is unable to facilitate an Edgenuity course(s) as the result of illness or for one or more personal days, the member will so notify the District and will notify students that the class is canceled for that/those day(s). The member will not be required to engage in facilitation of the course(s) on that day or otherwise communicate with students on that day.

(b) In the event a bargaining unit member who is facilitating an Edgenuity course(s) must go on FMLA or another District-approved leave for an extended period, the member who is next on the rotation list as referenced above will be offered facilitation of the Edgenuity, Inc. course(s) for the remainder of the semester.

(c) In the event a bargaining unit member who is facilitating an Edgenuity course(s) resigns, retires, or otherwise leaves employment mid-semester, the member who is next on the rotation list as referenced above will be offered facilitation of the Edgenuity, Inc. course(s) for the remainder of the semester.

4. *School Counselors*

The Parties agree that additional workload related to the use of Edgenuity will be addressed compensating such counselors as follows at the discretion of the Superintendent:

- (a) Employee curriculum rate; or
- (b) Compensation time in half or full day increments.

School counselors will be expected to complete the form identified as Appendix A to record time engaged in Edgenuity-related counseling activities. Counselors will submit the form to their building principals in no more than two week increments. The use of compensation time will be at the school counselor's professional discretion. Curriculum rate compensation will be paid out no later than two weeks following submission of the form.

If the time a school counselor must devote to Edgenuity-related counseling activities becomes excessive as illustrated through data collected using Appendix A, the Parties agree to meet to negotiate additional terms and conditions of employment to address that issue.

5. *Evaluation*

With the exception of bargaining unit members who are hired to facilitate Edgenuity, Inc. courses on a full-time basis or as a part of a member's regular workload, the facilitation of Edgenuity, Inc. courses will not be used for the purpose of or as a factor in a facilitator's performance evaluation or rating. If a facilitator does not perform the basic duties of facilitation, including, but not limited to, communicating course requirements, communicating with parents, and grading assignments, he/she may not be offered facilitation of courses in the future.

6. *Edgenuity Courses and Facilitation Services*

(a) The Districts and Associations agree that courses to be offered through Edgenuity, Inc. and facilitated by Edgenuity facilitators shall be reviewed prior to approval by the OCPA Steering Committee.

(b) The Districts will endeavor to maintain Edgenuity, Inc. class sizes at 25 students, when used in a blended or hybrid environment or when a member is teaching a traditional full-time load and is facilitating Edgenuity, Inc. courses as well. A class size above 30 students must be approved by the Parties. In the event that a member is assigned full-time responsibility for cyber instruction utilizing Edgenuity, Inc. products during the term of this Agreement, the parties will meet prior to such assignment to negotiate class sizes. The Parties agree to meet twice a year and at any other times, as necessary and agreed to by the Parties, to revisit this section.

7. *Training and Professional Development*

Training and professional development of bargaining unit members who elect to facilitate Edgenuity, Inc. courses shall take place during regularly scheduled in-service days. In the event such training takes place outside of the regularly scheduled in-service days or over the summer, bargaining unit members will be paid at their respective curriculum rates.

8. *Technical and Facilitation Support*

The Districts shall assure the availability of technical support personnel and materials appropriate to the principal technology and consistent with the bargaining unit members' prior training and experience. Additionally, the Districts shall assure the means for students to interact with the bargaining unit members (e.g., site visits, email, and other technological methods for communication).

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

Penn Manor School District

Penn Manor Education Association

By: _____

By: _____

Authorized Representative Date

Authorized Representative Date

Hempfield School District

Hempfield Education Association

By: _____

By: _____

Authorized Representative Date

Authorized Representative Date

Manheim Township School District

Manheim Township Education Association

By: _____
Authorized Representative Date

By: _____
Authorized Representative Date

Support Staff Personnel Action Items

[illegible]

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

Addendum
Agenda – School Board Meeting
Penn Manor School District
Monday, March 6, 2017
Manor Middle School – Board Room

Item 5. **Consent Agenda for Personnel– The administrative staff is recommending approval of the following: (ROLL CALL)**

- A. Resignation of the individual listed per the effective date:
 Edward Saxton, effective April 11, 2017, as per agreement