

Agenda – Committee of the Whole  
Penn Manor School District  
Tuesday, September 5, 2017  
Manor Middle School – Board Room

**OPTIONAL BOARD TOUR OF CONESTOGA**

**5:00**

**EXECUTIVE SESSION**

**6:30**

Personnel (4B – Resignations; 4C – Leaves)

**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, September 18, 2017** at 7:00 p.m. in the Board Room of the Manor Middle School.

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

ROLL CALL:

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

CITIZEN’S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

INTRODUCTION OF NEW TEACHERS: Dr. Shaffer and Dr. Egan

INTRODUCTION OF NEW MAINTENANCE/CUSTODIAL SUPERVISOR: Mr. Mathias

**Item 1.**  
(7:20 – 7:40)

Opening of School – Leadership Team

*Explanation: A review of the opening of school will be shared with the Board from the perspective of each leadership team member.*

**Information Only**

**Item 2.**  
(7:40 – 7:55)

Superintendent Goal Milestones - Dr. Leichliter

*Explanation: Dr. Leichliter will review the milestones for goals created during the annual Board retreat in June.*

**Approval for Placement on September 5, 2017 Board Meeting Agenda**

**Item 3.**  
(7:55 – 8:05)

2018-2017 Budget Calendar – Mr. Johnston

*Explanation: Mr. Johnston will be reviewing the proposed calendar for developing, discussing and approving the budget for the 2017-2018 school year.*

**Information Only**

**Item 4.**  
(8:05-8:15)

Comet Field – Dr. Leichliter & Mr. Johnston

*Explanation: Beginning in 2006, the school district initiated a land development plan with Lancaster Township for ongoing improvements at Comet Field. Dr. Leichliter and Mr. Johnston will update the board on a number of items being requested by Lancaster Township in order to close out the project and release the financial security. The administration will recommend the approval tonight of a stormwater ownership and maintenance (O&M) program. The document has been reviewed and approved by both the Lancaster Township and Penn Manor solicitors.*

**Approval for Placement on September 5, 2017 Board Meeting Agenda**

**Item 5.**  
(8:15-8:30)

Preliminary PSSA and Keystone Results – Dr. Shaffer and Dr. Egan

*Explanation: Dr. Shaffer and Dr. Egan will be reviewing the preliminary PSSA and Keystone results.*

**Information Only**

ADJOURNMENT

Agenda – School Board Meeting  
Penn Manor School District  
Tuesday, September 5, 2017  
Manor Middle School – Board Room  
At Conclusion of the Committee of the Whole

CALL TO ORDER:

MOMENT OF SILENCE Mr. Long

FLAG SALUTE: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on **Monday, September 18, 2017** following the Committee of the Whole meeting.

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

ROLL CALL:

CITIZEN'S COMMENTS:

APPROVAL OF MINUTES: August 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. Voting for PSBA Officers  
 President-elect – Otto Voit  
 Vice President – Eric Wolfgang  
 Treasurer – Mike Gossert  
 Central At-Large Representative – Larry Augustine

B. Columbia Water Easement (see pages 4-7)

- C. Approval of Superintendent Goal Milestones
- D. Comet Field Stormwater Ownership and Maintenance (O&M) Program (see pages 8-13)

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

- A. Lancaster General Hospital Drug Screening Contract for the 2017-2018 school year (see pages 14-19)
- B. Approval of Katlyn Keller as a nonresident student for the 2017-2018 school year.
- C. Mediscan Service Agreement (see pages 20-25)

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

- D. Job Descriptions (see pages 26-27)
- E. Consent to Assignment with Penn State Health Community Medical Group (see page 28)

*Explanation: Penn State Health Community Medical Group will assume the agreement between the school district and Dr. Timothy Weaver, school district doctor.*

- F. Dr. Kara Schmidt to complete an Independent Educational Evaluation for a student with a disability at a cost of \$4,750.

**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 2017-2018 school year (see pages 29-30)

- B. Resignation of the individual listed per the effective date:  
Tammy Bricker, Food Service, Hambright, effective 8/15/17

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

Professional Employees:

*Employee G6* - Family Medical - August 23, 2017 – November 14, 2017 and  
Child Rearing - November 15, 2017 – end of 2017-2018 school year  
*Employee G7* - Family Medical - November 15, 2017 – January 15, 2018

Classified Employees:

*Employee G8* - Family Medical - July 24, 2017 – September 4, 2017  
*Employee G9* - Family Medical - August 21, 2017 – September 21, 2017  
*Employee G10*- Family Medical - September 18, 2017 – October 30, 2017

- D. 2017-2018 Coaching Positions  
     Joe Kreider – Change to Assistant Football Coach - \$2,000  
     Jon Boxleitner – Change to MS Football Assistant - \$4,000  
     Danny Schmidt – Boys Soccer JV Coach - \$3,430  
     Chas Alecxih – Volunteer - Football (pending clearances)  
     Taylor Goldberg – Volunteer - Cheerleading (pending clearances)  
     Josh Herr – Volunteer – Girls Soccer
- E. Middle School Tutors for the 2017-2018 school year at a rate of \$33.00 per hour.  
     Jon Bittenbender                      Colleen Sohl  
     Connie Jackson                      Amy Niemkiewicz  
     Maricia Kligge                      Courtney Costello  
     Lisa Bitler
- F. Middle School Detention for the 2017-2018 school year at a rate of \$33.00 per hour.  
     Jon Bittenbender                      Brad Aungst  
     Curt Snelbaker
- G. Middle School Weight Room Coverage for the after school middle school weight room for the 2017-18 school year at the rate of \$25.26 per hour, 1 hour per day, 2 days per week  
     Steve Kramer                      Steve Evans  
     Ginny Neiss
- H. Pennsylvania Constables to provide security for the school district during the 2017-2018 school year for athletic and co-curricular activities at the rate of \$33.20 per hour.  
     Mike Phenneger                      Brad Weinoldt  
     Tom Graver
- I. 2017-2018 Fall Play – Co-curricular Positions (see page 31)
- J. Mentor for the 2017-2018 school year (see page 32)

## 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.

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the PENN MANOR SCHOOL DISTRICT (hereinafter referred to as "Grantor"), for and in consideration of One Thousand Eight Hundred (\$1,800.00) Dollars receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby grant, convey, bargain and sell unto COLUMBIA WATER COMPANY, a Pennsylvania Corporation (hereinafter referred to as "Grantee"), its successors and assigns, the nonexclusive, free and uninterrupted perpetual right, use, liberty and privilege of constructing, reconstructing, maintaining, repairing, upgrading, operating and utilizing, a chlorine booster station, water main or mains, together with valves and other appurtenances (collectively, the "Water Main Facilities"), on, upon, under and through the tract of land described in Exhibit A and as shown on the plan marked Exhibit B (the "Easement Area"), both attached hereto and made a part hereof.

TOGETHER with free ingress, egress and regress to and for the said Grantee, its successors and assigns, and its agents and employees, on, over, and through the Easement Area, at all times and seasons in order to construct, reconstruct, maintain, repair, upgrade, operate and utilize such Water Main Facilities.

Grantor hereby expressly reserves and retains, for itself and its successors and assigns, all tenants and other lawful occupiers of the real property on which the Easement Area is located ("Grantor's Real Property"), and their respective invitees and business guests, the following rights, uses, liberties and privileges:

1. The right to maintain vehicular and pedestrian access to and from Grantor's Real Property across the Easement Area at all times and seasons;
2. The right to construct, reconstruct, maintain, repair, replace and relocate driveways and vehicular access ways across the Easement Area; and
3. The right to construct, reconstruct, repair, or replace utility service lines and facilities across the Easement Area to provide water, sewer, stormwater drainage, electric, telephone, gas, cable television, data transmission and other utility services (collectively the "Utility Lines") to the buildings and other structures from time to time located on the Grantor's real property provided that said Utility Lines and facilities are located and maintained in a manner which does not impair the use, maintenance and repair of the water main and facilities to be constructed by the Grantee within the Easement Area and provided that soil coverage of a minimum of four feet (4') is maintained over and above the Water Main Facilities;

provided that any of the aforesaid are constructed and maintained in accordance with all applicable federal, state and local laws, regulations, rules and ordinances, and provided further that the same do not materially and adversely affect the installation or the safe and efficient operation of the Water Main Facilities.

Grantor, as a covenant running with the land, for itself and its successors and assigns, does covenant that except as otherwise stated herein, no buildings, other structures or other improvements shall be erected or maintained within the Easement Area provided, however, Grantor retains ownership of the Easement Area and may continue to use the same for any and all purposes which do not interfere with or prevent Grantee's use and enjoyment of the easement rights granted herein.

Grantee shall use all reasonable means to avoid inconvenience to or interference with, and to avoid causing any damage or injuries (including death) to, the Grantor Property, or any personal property or other improvements or fixtures of Grantor located thereon, or to any employees, directors, officers, students, representatives, guest, agents or invitees of the Grantor, during the course of construction, reconstruction, installation, inspection, removal, maintenance, repair or replacement of the Water Main Facilities and Grantee shall indemnify, defend and hold harmless the Grantor and its employees.

Grantee by its acceptance of this grant does hereby agree with Grantor and its successors in title or interest, that in the event Grantee in exercising its rights under this agreement in the future causes any damages to the trees, crops, fences, buildings or land of the Grantor, the Grantee will repair said property to the same condition as existed prior to such disturbance or damage. In addition, Grantee agrees that, upon completion of construction of the chlorine booster station, Grantee shall plant trees, shrubs or other vegetation as approved by Grantor around the chlorine booster station so as to provide a decorative barrier around the station.

Grantee agrees to indemnify and hold Grantor harmless against and from any claim, liability or expense, including without limitation reasonable attorneys' fees and costs, on account of any property damage or personal injury to Grantor, Grantee, or their officers, employees, servants, agents, representatives, customers, business invitees, licensees, guests or visitors or any other person or entity related in any manner to the Water Main Facilities and the Easement Area, or the exercise of the rights granted hereunder, unless such property damage or personal injury was caused by the gross negligence or willful misconduct of Grantor, or its officers, employees, agents or representatives.

Any modifications of the terms of this agreement may be made only by written agreement of Grantor and Grantee, which agreement shall be recorded in the Office of Recorder of Deeds in and for Lancaster County, Pennsylvania.

This grant of easement shall be binding upon Grantor, its successors and assigns, and all other present and future owners of Grantor's Real Property.

This conveyance is a transfer of an easement to Grantee, a water company furnishing public utility service and is therefore exempt from transfer taxes pursuant to the Pennsylvania Realty Transfer Act and Regulations at 61 Pa. Code Section 91.193(b)(28).

In Witness Whereof, this Agreement has been executed by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**GRANTOR:**  
PENN MANOR SCHOOL DISTRICT

Attest: \_\_\_\_\_

By: \_\_\_\_\_

**GRANTEE:**  
COLUMBIA WATER COMPANY

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Donald H. Nikolaus, President



COMMONWEALTH OF PENNSYLVANIA :  
 : SS:  
COUNTY OF :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared, \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of the Penn Manor School District, a Pennsylvania School District, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation and limited partnership by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(SEAL)

COMMONWEALTH OF PENNSYLVANIA :  
 : SS:  
COUNTY OF :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Donald H. Nikolaus, who acknowledged himself to be the President of Columbia Water Company, a Pennsylvania Corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation and limited partnership by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(SEAL)

Prepared by: Bernadette M. Hohenadel  
and Return To: Nikolaus & Hohenadel, LL  
212 North Queen Street  
Lancaster, PA 17603  
717-299-3726

Parcel ID No: 340-79050-0-0000

## **STORM WATER MANAGEMENT AGREEMENT AND DECLARATION OF EASEMENT**

**THIS AGREEMENT AND DECLARATION OF EASEMENT** made this 5<sup>th</sup> day of September, 2017, by and between Penn Manor School District, of Lancaster, Pennsylvania, with its offices located at 2950 Charlestown Road, Lancaster, PA 17603 (hereinafter referred to as the "Grantor") and **Lancaster Township**, Lancaster County, Pennsylvania, a Township duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 1240 Maple Avenue, Lancaster, PA 17603 (hereinafter referred to as the "Township").

### **BACKGROUND**

Grantor is the owner of premises located at their Comet Field site on the west side of Millersville Road, Route 741, in the Lancaster Township, Lancaster County, Pennsylvania, as more specifically described in a deed recorded in Record Book A-57, Page 69, dated August 4, 1967, in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, and as shown on the plan for the Grantor, titled the Synthetic Turf Field Venue at Comet Field, prepared by Derck & Edson Associates, LLP of Lititz, Pennsylvania, Project No. 06177, dated January 19, 2007, last revised April 25, 2007 and recorded as J-230-118 (hereinafter referred to as the "Premises").

Prior to beginning construction on any subdivision or land development, Grantor is required, under the Lancaster Township Subdivision and Land Development Ordinance and the Lancaster Township Storm Water Management Ordinance (collectively referred to as the "Ordinance"), to file a final plan with the Township Board of Supervisors. Pursuant to the Ordinance, Grantor must provide storm water management data in its application. The Ordinance requires that Grantor's final plan reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent storm water management facilities. Drainage courses, swales, grassed waterways, storm water inlets, pipes, conduits, detention basins, retention basins, infiltration structures, and other storm water management facilities, including Best Management Practices facilities ("BMPs"), shall be included under the term "storm water management facilities" in this Agreement and Declaration of Easement. Where storm water management facilities as defined above are located within the State right-of-way, those facilities are also included in this Agreement and Declaration of Easement.

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the storm water facilities which will be installed on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, its successors and assigns and upon successor owners of the Premises, and set forth the rights of the Township.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Subdivision and/or Land Development Plan or its Storm Water Management Site Plan (hereinafter referred to as the "Plan") from the Township Board of Supervisors, and in consideration of receiving permits

from the Township to develop the Premises, Grantor, for Grantor and the heirs, personal representatives and assigns of Grantor, covenant and declare as follows:

1. The storm water facilities will be owned by Grantor, its successors and assigns.

2. All drainage courses, swales, storm water inlets, pipes, conduits, detention basins BMPs, and other storm water facilities shall be installed, constructed and maintained by Grantor, its successors and assigns, in a first-class condition in conformance with the Plan, as approved by the Township Board of Supervisors, including any accompanying storm water management plans and information, and as recorded in the Office of the Recorder of Deeds in and for Lancaster County, and in a manner sufficient to meet or exceed the performance standards and specifications set forth on the Plan, as approved by the Township Board of Supervisors, including any accompanying storm water management plans and information. These responsibilities shall include, but not be limited to, the following:

(a) Liming, fertilizing, seeding and mulching of vegetated channels and all other unstabilized soils or areas according to the specifications in the "Erosion and Sediment Pollution Control Manual" published by the Pennsylvania Department of Environmental Protection, the Penn State Agronomy Guide, or such similar accepted standard.

(b) Reestablishment of vegetation by seeding and mulching or sodding of scoured area or areas where vegetation has not been successfully established.

(c) Mowing as necessary to maintain adequate stands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Township.

(d) Removal of silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures, BMPs, and/or other facilities and thus reducing their capacity.

(e) Removal of silt from all permanent drainage structures, in particular BMPs, in order to maintain the design storage volumes. Regular programs shall be established and maintained.

(f) Regular inspection of the areas in question to assure proper maintenance and care, including but not limited to proper implementation of BMPs.

(g) Regular maintenance to ensure that all pipes, swales and detention facilities shall be kept free of any debris or other obstruction.

(h) Regular maintenance of all facilities designed to improve water quality to ensure that such facility function in accordance with their design.

(i) Repair of any subsidence, including subsidence caused by sinkholes.

(j) Replacement of displaced riprap within the outlet energy dissipater immediately after it is displaced, particularly after major storm discharge events.

(k) Removal of trash and debris on a regular basis.

3. Grantor, its successors and assigns, shall be responsible for performing the foregoing maintenance and the following storm system and site maintenance notes from the approved plan.

#### **STORM SYSTEM MAINTENANCE**

The collection and detention facilities shall be inspected quarterly and after each storm event exceeding four-and-one-half (4-½") inches in a twenty-four (24) hour period. Accumulated sediment and debris shall be removed immediately. Repairs shall be performed as necessary.

#### **SITE MAINTENANCE**

Any tree or shrub planted as part of the proposed development that dies, shall be replaced with a live healthy tree or shrub of the same type.

Any seeded area (lawn and/or water quality area) planted as part of the proposed development that does not germinate or dies, shall be reseeded with seed of the same type.

4. Grantor, for itself, its successors and assigns, agrees that the failure to maintain all drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water management facilities in a first-class condition in conformance with this Agreement and Plan, as approved by the Township Board of Supervisors, including any accompanying storm water management plans and information, shall constitute a nuisance and shall be abatable by the Township as such.

5. The Grantor agrees to provide the Township with an annual written report documenting the following items:

- (a) Listing of all Post-Construction Storm Water Management (PCSM) Best Management Practices (BMPs) that were installed to meet requirements in NPDES Permits for Stormwater Discharges Associated with Construction Activities approved since March 10, 2003;

- (b) The exact location of the PCSM BMP (e.g., street address);

- (c) Information (e.g., name, address, phone number(s)) for BMP owner and entity responsible for BMP Operation and Maintenance (O&M), if different from BMP owner;

- (d) The type of BMP and the year it was installed;

- (e) Maintenance required for the BMP type according to the Pennsylvania Storm Water BMP Manual or other manuals and resources; and

- (f) The actual inspection/maintenance activities performed for each BMP during the year.

6. Grantor, for itself, its successors and assigns, authorizes the Township, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the storm water facilities. Grantor acknowledges that the Township has the right to establish a schedule of regular inspections including, but not limited to, annual inspections. If the Township determines to establish a schedule of inspections of storm water management facilities, Grantor, its successors and assigns, shall

reimburse the Township for the costs of such inspection and/or pay any annual fee for the administration of a Township storm water management program.

7. The Township may require that Grantor, and assigns or any future owner or occupier of the Premises or any part thereof, take such corrective measures as the Township may deem reasonably necessary to bring the Premises into compliance with this Agreement and with the Plan, as approved by the Township Board of Supervisors, including any accompanying storm water management plans and information.

8. Upon the failure of the owner or occupier of the Premises or any part thereof to comply with the terms of this Storm Water Management Agreement or to take corrective measures following reasonable notice from the Township, the Township, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with this Agreement and with the Plan, as approved by the Township Board of Supervisors, including any accompanying storm water management plans and information, including, but not limited to, the removal of any blockage or obstruction from drainage pipes, swales, detention basins, and BMPs, and may charge the cost thereof to Grantor, his heirs, personal representatives, successors and assigns, or any owner of the Premises or any part thereof and, in default of such payment, may cause a municipal lien to be imposed upon the Premises or any part thereof. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Township, plus a penalty of ten (10%) of such costs, plus the Township's reasonable attorneys' fees.

9. Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or part of the Premises, the Township, and all other property owners affected by the storm water facilities, the perpetual right, privilege and easement for the draining of storm water in and through the drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMPs, and other storm water facilities depicted on the plan or plans submitted to the Township or hereafter made of record and now or hereafter installed on or constructed upon the Premises and, in addition, easements of access to the storm water facilities.

10. Grantor agrees to indemnify the Township and all of its elected and appointed officials, agents and employees (hereafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the storm water facilities.

11. It is the intent of the parties to this Agreement that personal liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises or any lot created from the Premises, and such subsequent owners shall assume all personal liability and maintenance obligations for the time period during which they hold title. Personal liability shall remain for any violations of this Agreement and Declaration of Easement which occurred during the period in which an owner held title.

12. The Township may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Township Storm Water Management Ordinance, the Township Subdivision and Land Development Ordinance and this Agreement.

13. This Agreement and Declaration of Easement shall be binding upon the Grantor, the

successors and assigns of Grantor, and all present and future owners of the Premises or any part thereof and is intended to be recorded in order to give notice to future owners of the Premises of their duties and responsibilities with respect to the storm water facilities. Grantor shall include a specific reference to this Agreement in any deed of conveyance for the Premises or any part thereof.

14. This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of all owners of the Premises and the Township.

15. When the sense so requires, words of any gender used in this Agreement and Declaration of Easement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

Lancaster Township

Lancaster County, Pennsylvania

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
(Assistant) Secretary (Vice) President

Township Board of Supervisors

[Lancaster Township SEAL]

PENN MANOR SCHOOL DISTRICT

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Assistant) Secretary (Assistant) Superintendent

(CORPORATE SEAL)

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ) SS:

IN WITNESS WHEREOF, I set my hand and official seal.

My Commission expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ) SS:

**In Witness Whereof, I set my hand and official seal.**

**My Commission expires:** \_\_\_\_\_

**LANCASTER GENERAL HEALTH  
OCCUPATIONAL MEDICINE  
RANDOM POOL AGREEMENT  
2017-2018**

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

**I. Responsibilities of the District**

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

*Confidential*



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

## **II. Responsibilities of LG Health**

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

*Confidential*

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

### **III. Miscellaneous Provisions**

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

*Confidential*

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

#### **IV. Fee Schedule**

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

#### **V. Term**

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

- 1. To LG Health:

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

- 2. To District:

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

*Confidential*

## **VI. Execution of Agreement**

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

By District:

_____	_____
Date	Signature, Authorized Representative

By Lancaster General Health:

_____	_____
Date	Signature, Authorized Representative

*Confidential*

## **Attachment I. Fee Schedule**

Set up of collection area before each random testing session	\$25.00
5-Panel urine Drug Screen (Includes specimen collection, lab testing and MRO function.)	\$41.00 each
5-Panel Rapid Urine Drug Screen (Negatives)	\$30.00
Confirmation Test for Non-Negative Specimen (Includes specimen collection, lab testing and MRO function.)	\$25.00
8-Panel Urine Drug Screen (Includes specimen collection, lab testing and MRO function.)	\$41.00
Retesting specimen if there is a challenge on a positive test result	\$65.00
Clinical Hourly Fee	\$35.00
Yearly administrative fee for random pool	\$500.00

*Confidential*



Phone: 818.444.8544 | Fax: 818.401.2125 | www.mediscan.net | 21050 Califa St. Woodland Hills, CA 91367

## CLIENT STAFFING SERVICE AGREEMENT

This Staffing Service Agreement (the "AGREEMENT") is made and entered into as of August 21, 2017 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 **August 21, 2017** 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 4<sup>th</sup>, Labor day, Thanksgiving Day, Christmas Eve commencing at 11:00 p.m. on December 24<sup>th</sup> 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](mailto: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  
Theresa Kreider  
Phone: 717-872-9500  
Email: Theresa.kreider@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

### CONSENT TO ASSIGNMENT

In consideration of One (\$1.00) Dollar and other good and valuable consideration in hand paid, **PENN MANOR SCHOOL DISTRICT** (Penn Manor) hereby consents to the assignment of the agreement between **TIMOTHY WEAVER, M.D.** (Physician), an employee of **PHYSICIANS' ALLIANCE, LTD. (PAL)** and **PENN MANOR** (the "Agreement"), relating to the provision of part time physician services, (attached hereto and incorporated herein by reference) to **PENN STATE HEALTH COMMUNITY MEDICAL GROUP, LLC (PSHCMG)**, subject to the terms and conditions herein.

1. Such assignment of the Agreement shall become effective upon the effective date ("Closing Date") contemplated by that certain Asset Purchase Agreement dated as of June 29, 2017 by and between PAL and PSHCMG , pursuant to which PAL will transfer to PSHCMG substantially all of PAL's assets, including its rights and obligations under the Agreement.
2. Upon such assignment, PAL shall automatically be released from all of its obligations and liabilities under the Agreement attributable to events or circumstances occurring on and after the Closing Date, and PSHCMG, on behalf of Physician, will automatically be deemed to have accepted such assignment and assumed all of the duties and obligations of Physician and PAL under the Agreement arising from events or circumstances occurring on and after the Closing Date.
3. PAL and Physician shall remain responsible for all obligations and liabilities under the Agreement arising from events or circumstances occurring before the Closing Date, including but not limited to issues related to performance rendered prior to the Closing Date.
4. The Agreement attached represents the agreement in effect as of the Closing Date. There are no other agreements, amendment or modifications.

**PENN MANOR SCHOOL DISTRICT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

:879370

\_\_\_\_\_  
Title

## PENN MANOR SCHOOL DISTRICT

**TITLE:** Food Service Assistant

**DATE:** August 22, 2017

**REPORTS TO:** Food Service Consultant

**APPROVED BY:**

**JOB SUMMARY:** Assist with the management of all operations within the food service department. Works collaboratively with the Food Service Consultant to ensure that the department functions in a safe and effective manner.

### **PRIMARY DUTIES AND RESPONSIBILITIES:**

1. Prepares and updates a variety of records and reports.
2. Updates Permeroege, develops and posts monthly menus, works with Café Managers to coordinate their ordering dates.
3. Process free/reduced lunch applications and maintain copies and correspondence of any student that utilizes the program.
4. Assists in monitoring compliance regarding all federal, state, and local regulations associated with the school lunch program.
5. Responds to inquiries of food service staff and non-food service staff for the purpose of providing information and/or direction regarding the food service policies and practices.
6. Participates in monthly Café Manager Meetings and provides minutes of the meeting to all attendees, attends workshops, and seminars regarding state training, food service seminars, etc.
7. Process bi-weekly vendor orders for elementary schools and weekly orders for secondary schools.
8. Responsible for obtaining substitute food service workers to cover vacancies within the District.
9. Responsible for reviewing production records on a monthly basis or as required.
10. Perform other duties and responsibilities as assigned by the Food Service Consultant.

**QUALIFICATIONS:** Two (2) years' experience in a school district food service establishment, must have knowledge of National School Lunch Program (NLSP), prior Food Service Management experience preferred.  
Must have extensive experience processing Free/Reduced applications.  
Represents Food Service Department with appropriate professionalism and knowledge  
Must have experience with Microsoft Office and be able to perform simple math problems involving fractions and decimals.  
Must have prior experience with Mosaic Software  
Must exhibit strong interpersonal skills to relate well with staff, administration and parents.  
Demonstrate the ability to communicate effectively, both orally and in writing, using proper grammar and vocabulary.  
High school diploma or equivalent  
Submission of pre-employment medical examination (Section 148 of the Pennsylvania School Code)  
Submission of a report of criminal history record from the Pennsylvania State Police (Section 111 of the Pennsylvania School Code)

Submission of a clearance report from the Pennsylvania Department of Public Welfare in accordance with Act 151 of 1994  
Submission of Federal Criminal History Record in accordance with Act 114 of 2006  
Such alternatives to the above qualifications as the Board may find appropriate and acceptable

**PHYSICAL DEMANDS:** Ability to stand and sit for extended time periods throughout the day  
Ability to reach above and below the waist  
Ability to use fingers to pick, feel and grasp objects  
Ability to use both hands for repetitive motion  
Ability to bend, twist and kneel  
Ability to stand or walk for an extended period of time

**SENSORY ABILITIES:** Visual acuity  
Auditory acuity

**WORK ENVIRONMENT:** Subject to inside environmental conditions

**TEMPERAMENT:** Must be cooperative, congenial, and service-oriented

**COGNITIVE ABILITY:** Ability to follow written and verbal directions  
Ability to communicate effectively  
Ability to exercise good judgment

**SPECIFIC SKILLS:** Must possess math skills  
Must possess computer skills  
Ability to operate calculator, telephone and photocopier

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

PENN MANOR SCHOOL DISTRICT

September 5, 2017 Board Agenda

Change in status [\*] for the 2017-2018 school year:

Steffy, Jenny L.\* – elementary professional employee, full-time, permanent position, [change from Conestoga/Eshleman Elementary Schools/Semester 2], retroactive to the start of the 2017-2018 school year. Assignment: Art Teacher/Letort/Martic Elementary Schools/Semesters 1 & 2

Thompson, Jeb S.\* – elementary professional employee, full-time, long-term substitute, first semester, B.S. +24 Degree, [no experience], Step 1, \$49,605 (\$23,627.64 prorated 86 days plus 4.5 in-service days), retroactive to the start of the 2017-2018 school year, [change from \$46,585 (\$22,189.17 prorated 86 days plus 4.5 in-service days)]. Assignment: Grade 2 Teacher/Martic Elementary School

*Change in degree status*

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
9/5/17	BROWN	MATTHEW	CUSTODIAN - 12 MONTH	HIGH SCHOOL	8	260	\$ 11.95	Permanent	8 Effective 8/25/17
9/5/17	BRANDT	SALLIE	FOOD SERVICE	LETORT	5	180	\$ 10.06	Permanent	5 Effective 8/24/17
9/5/17	MARTIN	JUDY	FOOD SERVICE	HIGH SCHOOL	5	180	\$ 9.58	Permanent	5 Effective 8/24/17
9/5/17	WITMER	DEANNA	FOOD SERVICE	HIGH SCHOOL	5.5	180	\$ 9.70	Permanent	5.5 Effective 8/24/17
9/5/17	MAINES	KIMBERLY	HEALTH ROOM ASSISTANT	MARTIC	6.5	120	\$ 12.91	Permanent	6.5 Effective 8/24/17 Monday, Tuesday, Thursday
9/5/17	DUNLAP	MARY LYNN	ENROLLMENT RELATED AIDE	MARTICVILLE MIDDLE	5	180	\$ 11.13	2017-18 school year only	5 Effective 8/24/17
9/5/17	GRIFFITH	PATRICIA	ENROLLMENT RELATED AIDE	CONESTOGA	0.5	180	\$ 10.82	2017-18 school year only	3 Effective 8/24/17
9/5/17	HENSON	KIMBERLY	ENROLLMENT RELATED AIDE	CONESTOGA	1	180	\$ 11.11	2017-18 school year only	3 Effective 8/24/17
9/5/17	LEHR	KAREN	ENROLLMENT RELATED AIDE	ESHLEMAN	2.5	180	\$ 12.08	2017-18 school year only	2.5 Effective 8/24/17
9/5/17	PAITSEL	CAROL	ENROLLMENT RELATED AIDE	LETORT	5	180	\$ 9.58	2017-18 school year only	5 Effective 8/24/17
9/5/17	RAILING	KATHLEEN	ENROLLMENT RELATED AIDE	PEQUEA	3	180	\$ 14.31	2017-18 school year only	3 Effective 8/24/17
9/5/17	RESSLER	KAYLA	ENROLLMENT RELATED AIDE	CENTRAL MANOR	5	180	\$ 9.82	2017-18 school year only	5 Effective 8/24/17
9/5/17	TORRES	MELISSA	ENROLLMENT RELATED AIDE	ESHLEMAN	4.5	180	\$ 9.62	2017-18 school year only	4.5 Effective 8/24/17
9/5/17	TUEL	SARA	ENROLLMENT RELATED AIDE	HAMBRIGHT	5	180	\$ 9.58	2017-18 school year only	5 Effective 8/24/17
9/5/17	WAKEFIELD	CHRISTINE	ENROLLMENT RELATED AIDE	CONESTOGA	1.5	180	\$ 11.52	2017-18 school year only	3 Effective 8/24/17
9/5/17	ZELINSKI	ANDREA	ENROLLMENT RELATED AIDE	PEQUEA	5	180	\$ 9.58	2017-18 school year only	5 Effective 8/24/17
9/5/17	BACHMAN	CHRISTINE	ENROLLMENT RELATED AIDE - AST	PEQUEA	5	180	\$ 13.90	2017-18 school year only	5 Effective 8/24/17
9/5/17	DELLESTATE	STEPHANIE	ENROLLMENT RELATED AIDE - AST	CONESTOGA	5	180	\$ 16.34	2017-18 school year only	5 Effective 8/24/17
9/5/17	HIGHTOWER	IRINA	ENROLLMENT RELATED AIDE - AST	ESHLEMAN	2	180	\$ 9.79	2017-18 school year only	4 Effective 8/24/17
9/5/17	KENNEDY	LORRAINE	ENROLLMENT RELATED AIDE - AST	MARTICVILLE MIDDLE	5	180	\$ 11.96	2017-18 school year only	5 Effective 8/24/17
9/5/17	MARTIN	LISA	ENROLLMENT RELATED AIDE - AST	CONESTOGA	5	180	\$ 13.85	2017-18 school year only	5 Effective 8/24/17
9/5/17	SANDT	KAREN	ENROLLMENT RELATED AIDE - AST	CENTRAL MANOR	3.5	180	\$ 9.79	2017-18 school year only	5 Effective 8/24/17
9/5/17	WICKSTROM	SUZANNE	ENROLLMENT RELATED AIDE - AST	MARTICVILLE MIDDLE	5	180	\$ 12.36	2017-18 school year only	5 Effective 8/24/17
9/5/17	AMENT	JEWELINE	READY TO LEARN AIDE	ESHLEMAN	5	120	\$ 9.82	2017-18 school year only	5 Effective 8/24/17 Monday, Wednesday, Friday
9/5/17	HIGHTOWER	IRINA	READY TO LEARN AIDE	ESHLEMAN	2	180	\$ 9.79	2017-18 school year only	4 Effective 8/24/17
9/5/17	KELLEBERGER	JILL	READY TO LEARN AIDE	PEQUEA	2.5	180	\$ 11.27	2017-18 school year only	5 Effective 8/24/17
9/5/17	BIERLY	KAREN	TITLE / ASSISTANT	MANOR MIDDLE	5	181	\$ 16.34	2017-18 school year only	5 Effective 8/24/17
9/5/17	CARLE	DONNA	TITLE / ASSISTANT	MANOR MIDDLE	5	181	\$ 16.34	2017-18 school year only	5 Effective 8/24/17
9/5/17	HELFRICH	MAUREEN	TITLE / ASSISTANT	PEQUEA	5	181	\$ 13.07	2017-18 school year only	5 Effective 8/24/17
9/5/17	HUFFORD	HEATHER	TITLE / ASSISTANT	HAMBRIGHT	5	181	\$ 13.23	2017-18 school year only	5 Effective 8/24/17
9/5/17	LUTTER	VALERIE	TITLE / ASSISTANT	MARTIC	5	181	\$ 16.34	2017-18 school year only	5 Effective 8/24/17
9/5/17	MCCOMBEY	AMANDA	TITLE / ASSISTANT	MANOR MIDDLE	5	181	\$ 13.28	2017-18 school year only	5 Effective 8/24/17
9/5/17	NISSLEY	BETTY	TITLE / ASSISTANT	CENTRAL MANOR	5	181	\$ 16.34	2017-18 school year only	5 Effective 8/24/17
9/5/17	SEIGER	JENNIFER	TITLE / ASSISTANT	HAMBRIGHT	5	181	\$ 16.34	2017-18 school year only	5 Effective 8/24/17
9/5/17	SMITH	AMY	TITLE / ASSISTANT	MANOR MIDDLE	5	181	\$ 12.91	2017-18 school year only	5 Effective 8/24/17
9/5/17	STEVENS	TRACY	TITLE / ASSISTANT	HAMBRIGHT	5	181	\$ 16.34	2017-18 school year only	5 Effective 8/24/17

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

\* signifies a change in status



POSITION		LAST NAME	FIRST NAME	DIRECTOR'S ALLOCATION	TOTAL POOL
PMHS	Fall Play Director	Shellenberger	Carole	\$ 2,340.00	
PMHS	Fall Play Asst. Director	Mintzer	Melissa	\$ 2,300.00	
PMHS	Fall Play Set Design/Set Construction	Bates	Diane	\$ 2,000.00	
PMHS	Fall Play Audio Technician	Moore	Ben	\$ 550.00	
PMHS	Fall Play Lights/Set Construction	Jordan	Dakota	\$ 950.00	
				\$ 8,140.00	\$ 8,140.00

2017-2018 NEW EMPLOYEES WITH MENTORS

New Hires' Name	Building	Assignment	Status	Mentor's Name	Stipend
Ashley M. Brubaker	Hambright	Music	Full-time Permanent	Allan A. Dutton	\$1,000.00
				changed from Susan Hamer	