

Agenda – Committee of the Whole  
Penn Manor School District  
Tuesday, April 7, 2015  
Manor Middle School – Board Room

**WORKSHOP**

5:00 High School Student Programming

**EXECUTIVE SESSION**

5:45 Personnel: Superintendent Evaluation  
6:30 Personnel  
6:40 Student Matter

**COMMITTEE OF THE WHOLE**

(7:00)

CALL TO ORDER: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, April 20, 2015 at 7:00 p.m. in the Board Room of the Manor Middle School.

FLAG SALUTE: Students from Conestoga Elementary

ROLL CALL:

APPROVAL OF MINUTES: March 16, 2015  
<http://www.pennmanor.net/boardminutes/>

CITIZEN'S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

INTRODUCTION OF NEW TEACHERS

**Item 1.**  
(7:15-7:35)

District English/Language Arts Update – Mrs. Mealy

*Explanation: An update will be provided on district curriculum planning as it relates to English/Language Arts.*

**Information Only**

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

Updated School Board Policies: First Reading – Dr. Leichter & Mr. Reisinger

*Explanation: Updated policies will be reviewed for a first reading.*

**Approval for placement on April 7, 2015 School Board Meeting Agenda**

**Item 3.**  
(7:45-7:50)

Revised 2015-2016 Calendar

*Explanation: The early dismissal scheduled for May 20, 2016 will be moved to May 13, 2016 to coincide with the date of the Prom which was recently scheduled.*

**Approval for placement on April 7, 2015 School Board Meeting Agenda**

**Item 4.**  
(7:50 – 8:10)

Conestoga Renovation Planning - Mr. Johnston & Mr. Levato, Crabtree, Rohrbaugh & Associates Architects

*Explanation: Mr. Johnston and Mr. Levato will discuss the process and timing for the proposed Conestoga Elementary renovation project.*

**Information Only**

**Item 5.**  
(8:10 – 8:25)

Pequea Elementary Renovation Project Update and PlanCon D & E – Mr. Johnston & Mr. Levato, Crabtree, Rohrbaugh & Associates Architects

*Explanation: Mr. Johnston and Mr. Levato will provide an update on required documents for the Pequea Elementary renovation project.*

**Approval for placement on April 7, 2015 School Board Meeting Agenda**

**Item 6.**  
(8:25 – 8:40)

Update on Act 82 - Dr. Shaffer & Mrs. Hallock

*Explanation: An update will be provided on the implementation of Educator Effectiveness as it relates to teacher evaluation percentages.*

ADJOURNMENT

#### SCHEDULING AN APPEARANCE ON THE AGENDA

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

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

Agenda – School Board Meeting  
Penn Manor School District  
Tuesday, April 7, 2015  
Manor Middle School – Board Room  
At Conclusion of the Committee of the Whole

CALL TO ORDER: Mr. Long

MOMENT OF SILENCE: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, April 20, 2015 following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

ROLL CALL:

CITIZEN'S COMMENTS:

APPROVAL OF MINUTES: March 16, 2015  
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT'S REPORT:

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

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

A.      The Intermediate Unit 13 Core Program of Services and Instructional Media Services Budgets for the 2015-2016 school year as presented.

B.      Conestoga Elementary Feasibility Study – as presented (see enclosure)

*Explanation: The administrative team has been working with Crabtree Rohrbaugh & Associates Architects on plans for the renovation of Conestoga Elementary School. The feasibility study was presented outlining possible options for a renovation to begin no earlier than the 2016-2017 school year.*

C.      Approval of Revised 2015-2016 Calendar (see page 5)

*Explanation: The early dismissal scheduled for May 20, 2016 will be moved to May 13, 2016 to coincide with the date of the Prom which was recently scheduled.*

- D. First Reading of updated School Board Policies: 307, 815.2 with 4 attachments.

*Explanation: Updated policies will be reviewed for a first reading.*

- E. Pequea Elementary Renovation Project PlanCon D as presented.

- F. Pequea Elementary Renovation Project PlanCon E as presented.

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

- A. SchoolMessenger Annual Maintenance Contract (see page 6)

*Explanation: Annual maintenance for SchoolMessenger call notification system and district mobile app.*

- B. Holiday Schedules for the 2015-2016 school year as listed (see pages 7-8)

- C. Special Education Legal Consortium Membership at the cost of \$1,087 for the term of July 1, 2015 through June 30, 2016.

*Explanation: This is the sixth year we will participate as part of the IU 13 cost savings measure. The cost has not changed from last year.*

- D. Judicial Review Committee Action as cited (enclosure).

- E. Independent Evaluation to be conducted by Dr. Kara Schmidt at a price not to exceed \$4,600.00

*Explanation: Evaluation services are needed for a student with an IEP*

- F. Consulting Services for Asbestos Abatement at Pequea Elementary School – Services to be provided by EHC Associates, Inc. per the attached proposal at a not to exceed price of \$6,800.00 (see pages 9-16).

*Explanation: As part of the renovation project, asbestos-containing flooring materials will need to be removed.*

- G. Penn Manor High School Power Washing – as per proposal from Power Pros Pressure Washing, LLC to clean the exterior of the High School buildings as shown on the attachments for \$15,530. (see page 17)

*Explanation: The proposal includes washing the exterior surfaces to remove atmospheric dirt, algae growth and insect webbing. The service will include application of a specialty*

*cleaning agent for the brick siding and for the Dryvit areas with a hot water 4400PSI 14 GPM rinse.*

- H. Motorized Shades for Penn Manor High School Cafeteria – Furnished and installed by Jackson’s Window Shoppe, Inc. per the attached proposal at a price of \$19,800.00 (see page 18).

*Explanation: As part of the capital projects plan, motorized shades would be installed.*

- I. Approval to Advertise and Bid for Capital Improvements

- High School Caulking Replacement
- Infrared Roofing Analysis
- Manor Middle School Paving and Sidewalk Replacement
- Manor Middle School Site Signage
- High School Lighting Replacement – East Gym, Auxiliary Gym, Wrestling Gym, Cafeteria

*Explanation: As per the Capital Improvement Plan, board approval is needed to move forward with the listed projects.*

**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 2014 - 2015 school year (see page 19)
- B. Employment and Change in Status of the individual listed per the effective date for the 2015 - 2016 school year (see page 20)
- C. Leaves to the individuals according to the terms listed:

Professional Employees:

*Employee D39* - Designated Family Medical - January 22, 2015 – March 8, 2015

Classified Employees:

*Employee D40* - Designated Family Medical - February 4, 2015 – March 22, 2015

- D. Head Coaches Recommended for Renewal for the Winter 2015-2016 Season:

Boys’ Varsity Basketball - Larry Bellew

Girls’ Varsity Basketball – Scott Long

Wrestling – Mike Fowler

Swimming – Cece O’Day

Bowling – Chris Vital

- E.     Retirement of the individuals listed per the effective date:  
          Dianne Smith, Secretary, Central Manor, effective 6/19/15  
          Maria Ross, Secretary, Business Office, effective 7/6/15  
          Vickie Knight, Cafeteria Aide, Central Manor, effective 6/5/15  
          Rebecca Rineer, Cafeteria Manager, Martic, effective 6/5/15
- F.     Resignations of the individuals listed per the effective date:  
          Barb St. John, Teacher, Eshleman, 8/23/15  
          Angela Eshleman, Ready to Learn Aide, Hambright, effective 3/27/15  
          Pam Egan, Teacher, Letort, effective 6/5/15
- G.     Approval of John Brubaker as Head Varsity Football Coach for the 2015-2016 school year

## ADJOURNMENT

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# Penn Manor School District Calendar 2015- 2016



Approved: February 2, 2015/Revised:

August 2015						
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					

24 - Opening Day for Staff  
26 - First Day for Students

Elem. 4      Sec. 4

February 2016						
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					

12 - Weather Make-up/Vacation  
15 - President's Day  
*No school: teachers/students*  
26 - K-12 Early Dismissal

Elem. 19      Sec. 19

September 2015						
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			

4 - Vacation Day  
*No school: teachers/students*  
7 - Labor Day  
*No school: teachers/students*  
18 - Elem./H. S. Early Dismissal  
25 - M.S. Early Dismissal

Elem. 20      Sec. 20

March 2016						
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		

23 - 24 - Weather Make-up/Vacation  
25 - 28 - Spring Break  
*No school: teachers/students*

Elem. 19      Sec. 19

October 2015						
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

12 - Columbus Day  
*No school: teachers/students*  
23 - K-12 In-Service  
*No school: students*

Elem. 20      Sec. 20

April 2016						
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

8 - K-12 Early Dismissal

Elem. 21      Sec. 21

November 2015						
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					

6 - Elementary In-Service  
*No school: elementary students*  
11, 12, 13 - K-12 Early Dismissal  
25 - 27 - Thanksgiving Break  
30 - Vacation Day  
*No school: teachers/students*

Elem. 16      Sec. 17

May 2016						
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 - Weather Make-up/Vacation  
20 - K-12 Early Dismissal  
30 - Memorial Day  
*No school: teachers/students*

Elem. 20      Sec. 20

December 2015						
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		

23 - K-12 Early Dismissal  
24 - 31 - Winter Break  
*No school: teachers/students*

Elem. 17      Sec. 17

June 2016						
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		

8 - Last Day of School

Elem. 6      Sec. 6

January 2016						
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  
*No school: teachers/students*  
15 - Elementary Early Dismissal  
15 - Secondary In-Service  
*No school: secondary students*  
This day floats with end of semester  
18 - Martin Luther King Day  
*No school: teachers/students*  
29 - K-12 Early Dismissal

Elem. 19      Sec. 18

PSSA Assessments 2016	
Apr. 11 - 15	PSSA ELA Gr. 3 - 8
Apr. 18 - 22	PSSA Math Gr. 3 - 8
Apr. 25 - 29	PSSA Science Gr. 4, 8
May 2 - 6	Make-up

Keystone Exams 2016	
Winter Semester	
Jan. 6 - 20	Alg., Lit., Bio.
Spring Semester	
May 16 - 27	Alg., Lit., Bio.

End of Marking Periods	
Marking Period 1 - November 2	Weather Days 4
Marking Period 2 - January 15	Teacher Days 190
End of Semester 1 - January 15	Student Days 181
Marking Period 3 - April 1	
Marking Period 4 - June 8	
End of Semester 2 - June 8	

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

**Reliance Communications, LLC.**

718 University Ave STE 200  
Los Gatos CA 95032  
United States  
PH: 888-527-5225 | FAX: 800-360-7732  
<http://www.schoolmessenger.com>

**Date** 3/18/2015  
**Renewal Quote #** 65494  
**Expires** 5/30/2015  
**Type**  
**Representative** AM Heather Wilson

**Prepared for:**

Penn Manor School District  
2950 Charlestown Rd  
Lancaster PA 17603-9758

Item	Quantity	Description	Rate	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	7,813.50	7,813.50
R-CMA-Ren-Bundle	1	Includes Custom Mobile Application for iOS and Android. Annual hosting, license and support.  Avoid possible interruption in service. Purchase Order or payment required 30 days prior to account expiration.	3,633.70	3,633.70

**Thank you for your order!**  
**Please make checks payable to: Reliance Communications, LLC.**

**Total** \$11,447.20

The terms and conditions available at [www.schoolmessenger.com/webterms](http://www.schoolmessenger.com/webterms) apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Client is purchasing under a cooperative purchasing agreement.



65494

*Office of the Superintendent  
Penn Manor School District*

TO:	Building Administrators Cheryl Shaffer Chris Johnston Theresa Kreider Jerry Egan Charlie Reisinger (Technology Staff) Dennis Coleman (12-Month Custodians) Jeff Roth	Randy Wolfgang Judy Duke Neil Fellenbaum Brian Wallace Marilyn Springer Kimberly Finkbiner Shelley Hodson Carolyn Finegan Cindy Rhoades
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FROM: Mike Leichliter

RE: Holiday Schedule 2015-2016

DATE: April 7, 2015

Following are the dates officially scheduled as holidays for the 2015-2016 school year:

July 4	-	July 2, 2015 (Thursday)
Labor Day	-	September 7, 2015 (Monday)
Thanksgiving	-	November 26, 2015 (Thursday)
	-	November 27, 2015 (Friday)
	-	
Christmas	-	December 24, 2015 (Thursday)
	-	December 25, 2015 (Friday)
New Year's	-	January 1, 2016 (Friday)
Presidents' Day	-	February 15, 2016 (Monday)
Good Friday	-	March 25, 2016 (Friday)
Memorial Day	-	May 30, 2016 (Monday)

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

TO: Carol Alexander, Diana Alston, Valerie Bosso, Sharlotte Dammerman, Sharon Knighton,  
Doris Long, Phyllis Martin, Jill Albert, Beth Shenenberger, Stacy Riffert  
FROM: Mike Leichliter  
RE: Holiday Schedule 2015-2016  
DATE: April 1, 2015

Following are the dates officially scheduled as "holidays" for the 2015-2016 school year: There will be no deviations from the schedule. All 12-month secretaries must work 8 hours per day, exclusive of a ½ hour lunch break year round.

July 4	-	July 2, 2015 (Thursday)
Labor Day	-	September 7, 2015 (Monday)
Thanksgiving	-	November 26, 2015 (Thursday)
	-	November 27, 2015 (Friday)
Christmas	-	December 24, 2015 (Thursday)
	-	December 25, 2015 (Friday)
New Year's	-	January 1, 2016 (Friday)
Presidents' Day	-	February 15, 2016 (Monday)
Good Friday	-	March 25, 2016 (Friday)
Memorial Day	-	May 30, 2016 (Monday)

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

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

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

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

Calculation for the summer of 2015:

Days between school years:	57 days
Elimination of summer hours (daily):	.75 hours
Summer hours calculated:	42.75 hours
Summer hours benefit (rounded to nearest half day):	5.5 days

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

December 28, 29, 30, 31, 2015

Fifth day and half day are floating holidays.



Environmental Consultants & Abatement Contractors

PROPOSAL OF PROFESSIONAL SERVICES

TO

PENN MANOR SCHOOL DISTRICT  
2950 CHARLESTOWN ROAD  
LANCASTER, PA 17603

FOR

ASBESTOS-CONTAINING MATERIALS ABATEMENT  
CONSULTING & MONITORING SERVICES

AT

PEQUEA ELEMENTARY SCHOOL  
802 MILLWOOD ROAD  
WILLOW STREET, PA 17584

MARCH 20, 2015

008711-010

2502 HORSESHOE ROAD, LANCASTER, PA 17601 717-656-3008 ◊ 800-338-3424 ◊ FAX: 717-656-7134  
EMAIL: [OFFICE@EHCASSOCIATES.COM](mailto:OFFICE@EHCASSOCIATES.COM) [WWW.EHCASSOCIATES.COM](http://WWW.EHCASSOCIATES.COM)

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Environmental Design • Consulting • Surveys • IAQ • Monitoring • Abatement & Demolition  
Specializing in the removal of Asbestos, Lead, Mold and other hazards in the built environment  
Page 9

PROPOSAL OF PROFESSIONAL SERVICES

TO

PENN MANOR SCHOOL DISTRICT  
2950 CHARLESTOWN ROAD  
LANCASTER, PA 17603

March 20, 2015

008711-010

EHC Associates proposes to provide the following professional services to Penn Manor School District in regard to Asbestos-Containing Flooring Materials Abatement in the multi-purpose room and stage at the Pequea Elementary School.

PROPOSED SERVICES

ASBESTOS-CONTAINING MATERIALS ABATEMENT CONSULTING SERVICES

Asbestos-Containing Materials Abatement Basic Consulting Services will be performed in accordance with the terms of the Agreement and the Supplemental Conditions to the Agreement attached as Exhibit 'A' and will have four components as follow. The abatement will be designed by an AHERA Accredited and Pennsylvania L&I Certified Asbestos Abatement Designer.

Abatement Documents Phase

The Abatement Documents Phase includes the preparation of drawings and specifications, which describe in technical detail the documentation, abatement, monitoring and testing procedures, and other contract work required. Bidding and Contract Documents are prepared, including proposal, bonding, insurance and contract forms. A cost estimate is submitted for the abatement work.

## Bidding Phase

The Bidding Phase includes the reproduction of Bidding Documents for distribution to Bidders, and assisting the Client in obtaining and qualifying prospective bidders, obtaining and evaluating bids, and awarding abatement contracts. Administration of the Bidding, including issuance of addenda, attendance at pre-bid conferences, and preparation and issuance of minutes are part of this phase.

## Abatement Phase

This Phase involves the administration of the Abatement Contract and generally includes:

- review and approval of the contractor's cost breakdown and proposed products and subcontractors;
- review and approval of the contractor's proposed abatement and safety procedures, progress schedule, material samples, shop drawings, bonds, and other required submissions;
- inspection at the site to review the progress of the work and its quality in order to determine if the work is generally proceeding in accordance with the Contract Documents;
- review of the contractor's applications for payment, determination and verification of the amounts owed to the contractor, and issuance of certificates of payment for such amounts;
- preparation of all supplemental drawings and sketches that may be required for the abatement sequence and issuance of any supplemental instructions or change orders covering authorized revisions in the work. The Client is informed of, and his approval obtained, for any changes in the work;
- complete documentation of the abatement work is forwarded to the Client upon completion of the contract work. Copies of all contract related correspondence are forwarded to the Client upon initiation.

## Close-out Report

A Project Close-out Report including notifications, technician's daily logs and checklists, inspection reports, air monitoring/analysis records, contractor manpower records, and disposal documents will be prepared and submitted to the Client upon completion of the project.

## ASBESTOS-CONTAINING MATERIALS ABATEMENT MONITORING SERVICES

Asbestos-Containing Materials Abatement Basic Monitoring Services shall consist of full-time project monitoring and all environmental and clearance air testing in regard to the asbestos removal work. Work shall be billed on a unit-cost basis in accordance with Exhibit 'C' attached hereto.

## FEE FOR SERVICES

### Asbestos-Containing Materials Abatement Basic Consulting Services

EHC Associates is proposing a Not-To-Exceed, Professional Basic Services Fee in the amount of Six Thousand Eight Hundred Dollars (\$6,800.00). The fee has been based on an estimate of man-hours and expenses required in accordance the IU 13 Discounted Pricing Program. Any savings realized will be credited to the Client. A breakdown of the estimated fee is attached hereto as Exhibit 'C'.

### Asbestos-Containing Materials Abatement Basic Monitoring Services

EHC Associates is proposing a Unit Cost Basis Professional Basic Services Fee as itemized on Exhibit 'C' attached hereto.

### Reimbursable Expenses

PLM Bulk Sample Analysis	\$16.00/Sample (72 hour turn-around)
TEM Bulk Sample Analysis	\$65.00/Sample (72 hour turn-around)

Samples that are analyzed by PLM (Polarized Light Microscopy and exhibit a very low level of asbestos content and/or samples of materials such as mastics, roofing, floor tiles, etc., which exhibit results for asbestos content, will be analyzed by TEM (Transmission Electron Microscopy) to confirm the absence or presence of asbestos.

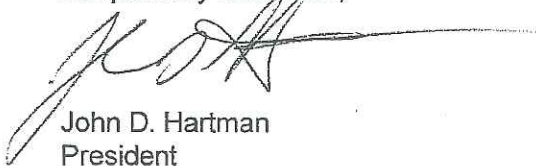
## TIME FOR SERVICES

EHC Associates is committed to start work on the project upon execution of the professional services agreement and will proceed in a timely manner to ensure compliance with the Client's needs and schedule, as well as all current applicable regulations. It is further understood that work shall commence upon completion of the school year in early to mid June 2015.

## PROPRIETARY NOTICE

The information contained herein is the property of and is proprietary to EHC Associates and shall not be reproduced, disclosed, or used except for evaluation purposes, without the written consent of EHC Associates.

Respectfully submitted,



John D. Hartman  
President

# EHC ASSOCIATES

## ARCHITECTS AND ENVIRONMENTAL CONSULTANTS & CONTRACTORS

### EXHIBIT 'A'

### SUPPLEMENTAL CONDITIONS TO AGREEMENT

PROPOSAL/PROJECT NO: 008711-010

PROPOSAL/AGREEMENT DATE: March 20, 2015

PROJECT: Penn Manor School District / Pequea Elementary School - Abatement Consulting & Monitoring Services

#### 1. TIMING OF PROPOSAL

- 1.1 The Proposal shall remain open and may be accepted by the CLIENT for thirty (30) days from the date of the Proposal.
- 1.2 Acceptance of the Proposal after the 30-day period shall be valid only if the CONSULTANT elects not to reevaluate and resubmit the Proposal.

#### 2. APPROVAL OF THE WORK

- 2.1 All Documents (including drawings, reports, specifications, etc.) submitted to the CLIENT or its authorized representative prior to or concurrent with submittals made to governmental authorities, as may be applicable, are for approval. In the event the CLIENT does not respond to such submission within ten (10) days, the submission shall be considered to have been given approval.

#### 3. RIGHT OF ENTRY

- 3.1 The CLIENT will provide rights of entry and access for the CONSULTANT and necessary permissions to the project site and adjoining properties as required for the CONSULTANT to perform its services.

#### 4. FACILITY AND SITE CONDITIONS

- 4.1 While the CONSULTANT will take reasonable precautions to minimize damage to property, it is understood that in the normal course of sampling and testing, minimal damage may occur to the facility and/or site features and finishes, the correction of which is not a part of this Agreement, unless specifically included.
- 4.2 The CONSULTANT will endeavor to take all reasonable precautions to avoid damage or injury to concealed or subterranean utilities or structures in the prosecution of his work. The CLIENT however, agrees to advise the CONSULTANT of any known or suspected, concealed or underground features which could effect the services to be provided and agrees to indemnify and hold the CONSULTANT harmless against any claim, loss, cost, or expense arising out of damages to concealed or subterranean utilities or structures which are not called to the CONSULTANT's attention or are not correctly shown on the plans furnished to the CONSULTANT.

#### 5. COPYRIGHT

- 5.1 The CONSULTANT is the exclusive owner and has the exclusive copyright to all documents (including specifications, drawings, and reports) prepared for this Project as instruments of service. The CONSULTANT will grant a license to use said documents for this Project to the CLIENT upon the CLIENT's payment in full for all services rendered by the CONSULTANT. The CLIENT may not in turn transfer said license except as hereinafter provided.

#### 6. REUSE OF DOCUMENTS

- 6.1 All documents (including specifications, drawings, and reports) prepared by the CONSULTANT under this Agreement, are instruments of service in respect to this Project. They are not represented or intended to be suitable for reuse by the CLIENT or by others on extensions of the Project or on any other project.

#### 7. VARYING CONDITIONS

- 7.1 The CLIENT recognizes that conditions may vary from those observed at locations where testing, samples, borings, surveys, or explorations are made, and that conditions may change with time. The data developed, and interpretations and recommendations that are made by the CONSULTANT will be based solely on information available to the CONSULTANT at the time and place of observation.

#### 8. SAMPLES

- 8.1 If requested in writing by the CLIENT, samples will be retained for up to 90 days after issuance of the report and then discarded unless other disposition is requested. Upon written request, samples may be delivered to the addressee designated in the report, or to other destinations as may be indicated to the CONSULTANT by the CLIENT.
- 8.2 In the event that samples contain substances or constituents hazardous or detrimental to health, safety or the environment as defined by federal, state or local statute, regulations, or ordinances, the CONSULTANT will, after completion of testing, (i) return such samples and materials to CLIENT (ii) instruct the third party laboratory to dispose of samples if this service is available, or (iii) using a manifest signed by the CLIENT as generator, have such samples and materials transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs associated with the disposal of samples. The CLIENT recognizes and agrees that the CONSULTANT is acting on the CLIENT's behalf and at no time assumes title to said contaminated samples.

- 8.3 Cost of delivery of samples to laboratories, disposal sites, or return to CLIENT, as required, will be billed as a reimbursable expense.

#### 9. REPORTS

- 9.1 One copy of the report will be issued by the CONSULTANT unless written instructions are received for the provision of additional copies. Additional copies of reports will be billed as a reimbursable expense.
- 9.2 Cost of delivery of reports will be billed as a reimbursable expense.

#### 10. LIMITATIONS TO SERVICES

- 10.1 Should the CONSULTANT's services be restricted, limited, or otherwise be specifically directed or stipulated by the CLIENT, such as sampling of specific materials; analysis methods or analysis for specific components; or the use of the CLIENT's checklist or specific procedures for conducting inspections, surveys, or audits; the CONSULTANT's liability for due diligence or appropriate inquiry shall be limited to the scope of performance of services as stipulated or otherwise directed by the CLIENT.

- 10.2 Should the CLIENT for any reason not retain the CONSULTANT to monitor the Project's Work, should the CLIENT unduly restrict the CONSULTANT's assignment of personnel to monitor, or should the CLIENT in any manner unduly restrict the CONSULTANT's ability to monitor at the Project site, the CONSULTANT shall not have the ability to provide complete service. Should the CONSULTANT not have the ability to perform a complete service, and thus not have the capability for adequate monitoring of implementation of the complete consulting function, the CLIENT waives any claim against the CONSULTANT, and agrees to indemnify, defend and save the CONSULTANT harmless from any claim or liability for injury or loss arising from problems during Project Work that allegedly result from findings, conclusions, recommendations, plans or specifications developed by the CONSULTANT. The CLIENT also agrees to compensate the CONSULTANT for any time spent and expenses incurred by the CONSULTANT in defense of any such claim.

#### 11. UNKNOWN TOXIC OR HAZARDOUS MATERIALS AND/OR CONCEALED CONDITIONS DISCOVERY

- 11.1 The CONSULTANT agrees to notify the CLIENT when unanticipated toxic, hazardous or otherwise regulated materials, concealed conditions, or other unforeseen conditions are encountered. The CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of unanticipated toxic, hazardous or otherwise regulated materials, concealed conditions or any other unforeseen circumstances in the event the project site is not owned by the CLIENT.
- 11.2 The CONSULTANT and the CLIENT agree that the discovery of unanticipated toxic, hazardous or otherwise regulated materials, concealed conditions, or other unforeseen circumstances constitutes a changed condition mandating a negotiation of the scope of work for additional services.

## 12. SUBCONTRACTING

12.1 The CONSULTANT may subcontract investigations, testing, analysis, and other supplemental services as necessary for the performance of the contracted professional services.

## 13. CONFIDENTIALITY

13.1 The CONSULTANT will not intentionally divulge information regarding services rendered to the CLIENT to any party other than the CLIENT or to parties designated by the CLIENT in writing. Information that is in the public domain or is provided to the CONSULTANT by third parties is excepted from the foregoing.

## 14. REGULATORY REPORTING

14.1 The CONSULTANT, by virtue of providing the services described in this Agreement, does not assume the responsibility of the person in charge of the site, or otherwise undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. The CLIENT agrees to notify the appropriate federal, state, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment.

14.2 The CONSULTANT shall have no liability or responsibility to the CLIENT or to any other person or entity for reports or disclosures made in accordance with statutory or other lawful orders or requirements, and the CLIENT shall defend, indemnify and hold the CONSULTANT harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorneys' fees, incurred by the CONSULTANT and related in any way to the proper reporting or disclosing of such information.

## 15. SAFETY RESPONSIBILITY

15.1 The CONSULTANT is not responsible for any safety precautions or programs of the CLIENT or any contractors working on the Project except for the safety of the CONSULTANT's own employees.

## 16. TOXIC/HAZARDOUS SUBSTANCES

16.1 CLIENT represents and warrants to the CONSULTANT that it has and will comply with all obligations imposed by applicable law upon the generation, storage, or disposal of toxic/hazardous substances and or waste and that it will promptly notify the CONSULTANT of any notices concerning such matters. CLIENT agrees to hold harmless, indemnify, and defend the CONSULTANT from and against any and all damages, liabilities, and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of toxic/hazardous substances or wastes of any kind, excepting only such liability as may arise out of the sole negligence of the CONSULTANT in the performance of services under this Agreement.

16.2 It is agreed by the CLIENT that the CONSULTANT, in performing professional services with respect to toxic/hazardous substances, will make recommendations to the CLIENT, but does not have the

authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the substances are to be transported for treatment or disposal.

## 17. PAYMENTS

17.1 Timely payment of invoices is a condition of this Agreement. Non-payment will be considered substantial noncompliance and will be a cause for termination of the Agreement.

17.2 Invoices will be submitted on a monthly basis as the work proceeds. Payments will be due and payable in full on receipt of an invoice by CLIENT without retainage, and will not be contingent upon receipt of funds from third parties. If at any time an invoice remains unpaid for a period in excess of thirty (30) days, interest at the rate of 1-1/2% per month will be charged on past-due accounts unless other arrangements are made. If fees are not paid within thirty (30) days of the date of the invoice, the CONSULTANT reserves the right to pursue all remedies, including withdrawing certifications, stopping work on three (3) day's prior written notice, and retaining all documents without recourse.

17.3 The CLIENT agrees to reimburse the CONSULTANT for all reasonable fees, expenses and costs incurred by the CONSULTANT in the collection process.

## 18. STANDARD OF CARE

18.1 While the CONSULTANT is expected to perform in reasonable accordance with the professional and technical standards set forth in effect at the time its services are performed, it is recognized that those standards may subsequently change because of improvements in the state of the environmental consulting practice.

18.2 The Client recognizes that projects, where services have been provided particularly with respect to eliminating or otherwise mitigating or remediating hazardous materials, may not perform completely as anticipated by the CLIENT due to the state of environmental consulting practice, even if the CONSULTANT's services are performed in accordance with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances.

18.3 It is recognized that certain of the governmental regulations relating to environmental hazards purport to require achievement of results that cannot be accomplished in an absolute sense. The CONSULTANT shall be obligated to use due professional care to comply with the regulations but does not guarantee the results.

18.4 The CONSULTANT is responsible for those data, interpretations, and recommendations based on information available to the CONSULTANT, but will not be responsible for other parties' interpretations or use of the information developed.

18.5 Services performed by the CONSULTANT under this Agreement are expected by the CLIENT to be conducted in a manner consistent with the level of skill and care ordinarily exercised by members of the environmental consulting profession practicing contemporaneously under similar

conditions in the locality of the Project. No other warranty, expressed or implied, is made.

## 19. LIMITATION OF LIABILITY

19.1 The CLIENT agrees to indemnify and hold harmless the CONSULTANT from and against any and all claims, costs, losses and damages caused solely by negligent acts or misconduct of the CLIENT. The CLIENT also agrees to compensate the CONSULTANT for any time spent and expenses incurred by the CONSULTANT in defense of any such claims.

19.2 The CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, the CONSULTANT's negligence, errors, omissions, strict liability, intentional acts, breach of contract, or breach of warranty shall not exceed the total compensation received by the CONSULTANT under this Agreement, or the amount paid on behalf of the CONSULTANT by its insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of the CONSULTANT's professional liability insurance policy(ies).

19.3 No subcontractor, employee or agent of the CONSULTANT shall have any individual professional liability to the CLIENT in addition to or in excess of, the CONSULTANT's liability under this Agreement.

19.4 The CONSULTANT presently carries professional liability insurance coverage with a limit of liability of \$1,000,000. Additional coverage may be obtained at the CLIENT's expense. Failure to exercise this option waives any claims of liability beyond such limits.

## 20. GOVERNING LAW

20.1 The law of the Commonwealth of Pennsylvania shall govern this Agreement.

## 21. ASSIGNS

21.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party in respect to all covenants, agreements, and obligations of this Agreement. Neither party shall assign or transfer any rights under or interests in this Agreement without prior written consent of the other.

## 22. THIRD PARTY BENEFICIARIES

22.1 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT.

## 23. TERMINATION

23.1 The obligation to provide further services under this Agreement may be terminated by either party upon a minimum three (3) day's written notice of a substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party.

# EHC ASSOCIATES

## ENVIRONMENTAL CONSULTANTS

Email: office@ehcassociates.com Web: http://www.ehcassociates.com

### EXHIBIT 'B'

### BREAKDOWN OF PROPOSED BASIC SERVICES FEE

March 20, 2015  
008711-010

#### BASIC CONSULTING SERVICES

##### Abatement Documents

012 Project Review / Quality Control	1 hours	\$ 70.00
110 Word Processing/Clerical	4 hours	\$ 220.00
021 Base Plan Preparation	2 hours	\$ 140.00
044 Field Verification	3 hours	\$ 210.00
091 Design Development	2 hours	\$ 170.00
092 Abatement Drawings	28 hours	\$ 1,960.00
093 Abatement Specifications	6 hours	\$ 420.00
		<u>\$ 3,190.00</u>

101 Bidding Administration	2 hours	\$ 140.00
110 Word Processing/Clerical	2 hours	\$ 110.00

\$ 460.00

##### Abatement Administration

012 Project Review / Quality Control	1 hours	\$ 70.00
010 Word Processing/Clerical	8 hours	\$ 440.00
121 Contract Administration	16 hours	\$ 1,120.00
122 Pre-Abatement Conference/Minutes	3 hours	\$ 210.00
064 Close-Out Document Report	4 hours	\$ 280.00
065 Submittal Review	4 hours	\$ 280.00
		<u>\$ 2,400.00</u>

\* ESTIMATED CONSULTING SERVICES \$ 6,050.00

#### CONTRACT EXPENSES

Professional Liability Insurance/ Communications (10% of services fee)	\$ 605.00
Travel	\$ 56.00

\* ESTIMATED CONTRACT EXPENSES: \$ 661.00

\*ESTIMATED FEE: \$ 6,711.00

\*NOT-TO-EXCEED FEE: \$ 6,750.00

\*Not including reimbursable expenses

# EHC ASSOCIATES

ENVIRONMENTAL CONSULTANTS & ABATEMENT CONTRACTORS

Email: office@ehcassociates.com Web: http://www.ehcassociates.com

## EXHIBIT 'C'

## MONITORING UNIT COSTS

Performance of full time monitoring services for removal of asbestos-containing materials in accordance with the following:

### ON-SITE MONITOR

- Daily rate for Monitor (8-Hour Shift) \$445.00/Shift  
(This rate includes analysis of 10 PCM Air Samples)
- Daily rate for Monitor (10-Hour Shift) \$590.00/Shift  
(This rate includes analysis of 10 PCM Air Samples)
- Overtime rate (Over 40-Hours/Week, Weekends, Holidays) \$ 105.00/Hour

### SAMPLE ANALYSIS

- PCM Analysis (Air Samples) (Over 10/Shift) \$ 10.00/Sample\*
- TEM Analysis (Air Samples) - 3 to 5 Day Turn-Around \$ 65.00/Sample\*
- TEM Analysis (Air Samples) - 24 Hour Turn-Around \$ 80.00/Sample\*
- TEM Analysis (Air Samples) - 6 to 8 Hour Turn-Around \$150.00/Sample\*
- TEM Analysis (Bulk Samples) - 3 to 5 Day Turn-Around \$ 85.00/Sample\*
- PLM Analysis (Bulk Samples) - 3 to 5 Day Turn-Around \$ 35.00/Sample\*

\* Monday thru Friday charges, surcharge for weekends and holidays. Turn-around time based on receipt of samples by laboratory. Surcharge for priority shipment of samples and priority analysis of bulk samples.

### EXPENSES

A 2% Communications Charge will be added to professional services billings to defray telephone, cell phone, facsimile, and internet costs.

A 8% Insurance Charge will be added to professional services billings to defray professional liability insurance coverage costs.

Reimbursable Expenses will include the following:

Automobile Transportation - \$0.65/mile

# Power Pros

Pressure Washing

2316 DAIRY ROAD  
LANCASTER, PA 17601

(877) 720-PROS (7767)



## SERVICE ESTIMATE

Date	ESTIMATE #
3/16/2015	7115

<b>Bill To</b>
<b>Penn Manor School District</b>
<b>Mr. Denny Coleman</b>
<b>P.O. Box 1001</b>
<b>Millersville, PA 17551-0301</b>

\*\*\* Log onto Facebook, like us and see your transformation photos from old and dirty into new and clean,\*\*\* [www.facebook.com/powerpros](http://www.facebook.com/powerpros)

Due Date	Terms	Project
3/31/2015	Net 15	

Quantity	Description	Rate	Amount
110.45	*BUILDING PRESSURE WASHING* WASH ALL BUILDING SUBSTRATES ON REMAINING AREA OF SCHOOL NOT WASHED IN PREVIOUS WASHING SERVICE DETAIL. WASH AREA CONCRETE WALKS AND PLANTERS AROUND BUILDINGS WASHING AREA. STEAM WASH SURFACE TO REMOVE ATMOSPHERIC DIRT, ALGAE GROWTH & INSECT WEBBING, SERVICE WILL INCLUDE APPLICATION OF SPECIALITY CLEANING AGENT PER SUBSTRATE ( BRICK-SIDING-CEMENT-DRYVIT) & HOT WATER 4400 PSI 14 GPM RINSE.	115.00	12,701.75T
4	*50' BOOM LIFT RATE* CHARGE INCLUDES DELIVERY/ PICKUP OF COMPANY MAN LIFT TO ACCESS HIGH CLEANING AREAS.	673.18	2,692.72T
	**SVC CHARGE** MOBILIZE EQUIPMENT- CREW FEE- FUEL SURCHARGE	135.00	135.00T
	*** See attached photos of areas to be serviced, cleaning quote for service includes additional areas not shown completely in attachment.***		

A FINANCE CHARGE OF 6% MONTHLY PERIODIC RATE, 18% ANNUAL PERCENTAGE RATE, WILL BE ASSESSED ON NEXT INVOICE FOR ALL PAYMENTS NOT RECIEVED ACCORDING TO TERMS. THANK YOU FOR YOUR PROMPT PAYMENT.

We appreciate your loyalty and use of Power Pros for all your professional pressure washing needs.

<b>Subtotal</b>	\$15,529.47
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$15,529.47

Phone # (877) 720-PROS (7767)

Fax # 717-898-7103

# Jackson's Window Shoppe, Inc.

633 Lausch Lane  
Lancaster, PA 17601  
717-394-8673

www.jacksonswindowshoppe.com

## PROPOSAL

DATE	REP
3/20/2015	Brian

<b>Proposal Submitted To:</b>	<b>Project</b>	
Penn Manor School District ATTN: ACCOUNTS PAYABLE P.O. Box, Pa 1001 Millersville, Pa. 17551	High School Cafeteria	
	<b>Phone:</b>	<b>Fax:</b>

Qty	Description	Extended Price
15	Furnish and install following:  Motorized Roller Shades by JWS Mounted in 6x6 Pocket Wiring diagrams will be supplied upon project approval and pre-installation meeting Material: E-Screen 7503-3061 Charcoal - Cocoa (Matching Hambright)  Motorized Shade Systems	19,800.00

To proceed with this order, please send a FIFTY PERCENT (50%) deposit along with a signed copy of this proposal. The balance is due upon job completion. After thirty (30) days a 10% surcharge to the balance will be applied. ANY alterations from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Owner to carry any and all necessary insurances. Our workers are fully covered by Workmen's Compensation insurance. Above prices and conditions are satisfactory and are hereby accepted. We have authorization to proceed with the work specified.

<b>Subtotal</b>	\$19,800.00
<b>Sales Tax (0.00)</b>	\$0.00
<b>Total</b>	\$19,800.00

**Customer's Signature:** \_\_\_\_\_

## Support Staff Personnel Action Items

Board Action	Last Name	First Name	Position	Building	Hours per Day	Days per Year	Rate	Status	Total Overall Daily Hours	Notes
4/7/2015	NGO	JOE	CUSTODIAN	HIGH SCHOOL	8.00	261	\$ 11.50	Permanent	8.00	Effective 3/18/15
4/7/2015	NGUYEN	JENNY	CUSTODIAN	MANOR MIDDLE	8.00	261	\$ 11.50	Permanent	8.00	Effective 3/18/15
4/7/2015	LONGENECKER	LAUREN	SUPPORT STAFF SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 3/12/15
4/7/2015	BLAKE	WENDY	SUPPORT STAFF SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 3/25/15
4/7/2015	MINNICK	TRACI	FOOD SERVICE SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 3/10/15
4/7/2015	BANTA	LAURA	FOOD SERVICE SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 3/18/15

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

\* signifies a change in status

PENN MANOR SCHOOL DISTRICT

April 7, 2015 Board Agenda

Change in status [\*] for the 2015-2016 school year:

Rogers, Danielle L. – secondary professional employee, full-time, 105%, 199 days, permanent position, Masters' +60 Degree, 17 years experience, Step 15, \$73,774 +\$3,688.70 = \$77,462.70 [change from full-time, permanent position, Elementary School Counselor/Central Manor Elementary School. Assignment: Secondary School Counselor/Manor Middle School