

Agenda – Committee of the Whole
Penn Manor School District
Tuesday, February 17, 2015
Manor Middle School – Board Room

WORKSHOP

5:15

Budget

EXECUTIVE SESSION

5:45

Personnel
Student Matters

COMMITTEE OF THE WHOLE

(7:00)

CALL TO ORDER:

Mr. Long

NEXT MEETING:

The next scheduled meeting of the Penn Manor School Board will be held on Monday, March 2, 2015 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES:

February 2, 2015
<http://www.pennmanor.net/boardminutes/>

STUDENT REPORT:

Eric Shuffelbottom and Cece Minnick

CITIZEN'S COMMENTS:

Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

Item 1.

(7:15 – 7:30)

Employee Assistance Program – Mr. Johnston

Explanation: Mr. Johnston will discuss the benefits of offering an Employee Assistance Program (EAP) for staff.

Information Only

Item 2.
(7:30 – 7:40)

School Board Meeting Dates – Mr. Long and Dr. Leichliter

Explanation: Review of the proposed school board meeting dates for the 2015-2016 school year.

Approval for Placement on the March 2 School Board Agenda

Item 3.
(7:40 – 7:50)

School Board Retreat – Mr. Long and Dr. Leichliter

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

Information Only

Item 4.
(7:50 – 8:20)

Middle School 1:1 Program – Mr. Reisinger and Dr. Shaffer

Explanation: Dr. Shaffer and Mr. Reisinger will review the plan to implement a 1:1 laptop program for Manor and Marticville Middle Schools in August 2015.

Approval for Placement on the February 17 Board Agenda

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, February 17, 2015
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, March 2, 2015 following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

Note: An Act 34 Public Hearing for Pequea Elementary will be held on Monday, March 2 at 5:00 PM in the auditorium of Manor Middle School

ROLL CALL:

CITIZEN'S COMMENTS:

APPROVAL OF MINUTES: February 2, 2015
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT'S REPORT:

TREASURER'S REPORT: January 2015

PAYMENT OF BILLS: January 2015
<http://www.pennmanor.net/blog/category/tr/>

General Fund \$ 4,364,103.34

Cafeteria Fund	\$	76,855.58
Capital Reserve Fund	\$	37,370.91
2012 Construction Fund	\$	159,416.13
Student Activity Fund	\$	9,929.23

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. 1:1 Student Laptop Program for Manor and Marticville Middle Schools to begin during August 2015. Estimated costs are \$400,000, to be paid from the Technology Capital Reserve Fund.

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

- A. Judicial Review Committee Action as cited (enclosure).
- B. Fiber installation agreement with Gettle at a cost of \$4,952.00 (pages 5-6)

Explanation: Gettle will install dedicated single mode fiber cabling at Penn Manor High School. The installation will upgrade internal network capacity to support increases in Internet bandwidth.

- C. Student Assistance Program with Pennsylvania Counseling Services for the 2015-2016 school year. Requesting approval of 1,195 hours for 2015-2016 school year.

Explanation: Penn Manor must submit an annual request for hours. This request represents an increase of 396 hours and is in response to needs based on 2014-2015 usage.

- D. Disposal of Assets from Temple Avenue Building

Explanation – Approval to allow Central American Relief Efforts (CARE) to repurpose furniture and fixtures from the old Hambright Elementary building by aiding impoverished areas of Honduras.

- E. Proposal for Design and Bid Documents for Manor Middle School Paving and Tennis Courts – Derck & Edson \$ 9,250 (pages 7-9)

Explanation – For the re-paving of driveways and parking areas, select concrete walkway removal and replacement, and resurfacing of tennis courts and basketball courts during the spring/summer of 2015. Payment will come from the Capital Reserve Fund.

- F. CCTV System Upgrade – Gettle \$799,350 (pages 10-11)

Explanation – To install/upgrade the existing CCTV system at Eshleman, Letort, Martic, Marticville Middle and Manor Middle in accordance with the state PEPPM contract. Payment will come from the Capital Reserve Fund.

- G. NRG Service Contract – Martic, Marticville Middle as cited (pages 12-23)

Explanation – Service agreement with NRG for the building automation services, automatic temperature controls and access control/security at Martic Elementary and Marticville Middle School effective April 1, 2015 through March, 31, 2016, including the Repair, Labor and Materials option.

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 (pages 24-25).

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

Professional Employees:

Employee D27- Family Medical - August 17, 2015 – November 8, 2015

Employee D28- Intermittent Family Medical - February 3, 2015 – February 2, 2016

Classified Employees:

Employee D29- Designated Family Medical - December 10, 2014 – February 4, 2015

Employee D30- Designated Family Medical - November 25, 2014 – February 2, 2015

Employee D31- Designated Family Medical - November 12, 2014 – January 19, 2015

Employee D32- Designated Family Medical - January 2, 2015 – February 1, 2015

Employee D33- Designated Family Medical - January 19, 2015 – February 3, 2015

Employee D34- Intermittent Family Medical - February 11, 2015 – February 10, 2016

- C. Spring 2015 Athletic Coaches as listed (see page 26).

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

Kimberly Moore, Guidance Counselor, Manor MS, effective end of 2014-15 school year

- E. Resignation of the individual listed per the effective date:

Mary Iovino, Academic Support Aide, Marticville MS, effective January 28, 2015

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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



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Customer: Penn Manor School District
100 E. Cottage Ave.
Millersville, PA 17551

Customer Site: High School Building

Contact Name: Shawn Beard

Phone: 717-872-9500 x2354

Cell:

Email: shawn@pennmanor.net

Proposal No.: ZEK15-008, rev A

Project: 12-strand singlemode fiber from MDF to IDF

Contact Name:

Phone:

Cell:

Email:

Proposal Date: 01-28-15

Mr. Beard,

Thank you for granting us the opportunity to provide you with a proposal for your communications needs. The following is the scope of work for this project:

- Provide and install a 12-strand singlemode fiber that is plenum rated with an over armored jacket. This fiber will be placed in existing cable tray and through existing penetrations between the MDF and the Math IDF which contains the fiber optic cable from Millersville University.
- This fiber will be terminated with LC connectors that will be housed in existing Hubbell fiber enclosures. We will provide and install an LC coupler panel in existing enclosure.
- Each strand will be tested for end to end light loss at 1310 and 1550nm. We will provide you with a PDF copy of the test results upon completion of the project.
- We have assumed that this work can be performed during regular business hours.
- The labor for this work does not reflect prevailing wage rate since the proposed price does not exceed \$25,000.00.
- The total price for this scope of work is **\$4,952.00**, *four thousand nine hundred fifty two dollars and zero cents*.

Please sign and return a copy of this Proposal/Agreement to authorize the commencement of the work. Please contact us if you have any questions or if we can offer any additional services.

Is project tax exempt? ☐ YES ☒ NO (If Yes, please provide Exemption Certificate when returning this Agreement.)

Customer Acceptance:

Gettle Incorporated:

(Customer Signature)

By:

(Name & Title – Please Print or Type)

Date:

Purchase Order No. (If applicable):

(Signature)

By: Zachery Keller

(Name & Title – Please Print or Type)

Date: 01-16-2015

TERMS

Quotes are valid for thirty (30) days from the date of quote, unless otherwise specified in writing. The Terms and Conditions of this Proposal/Agreement are incorporated and included herein.

				FOR GETTLE USE ONLY					
JOB #	DATE	CLASS	PM	SHIFT	PDM\$	/DAY	PW\$	/HR	

■ ELECTRICAL

■ AUTOMATION

■ FIRE/SECURITY

■ DATACOM

■ ENGINEERING/DESIGN



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Terms and Conditions

1. **Scope of Work:** Gettle Incorporated ("Contractor") will execute the work diligently and in good and workmanlike manner, free of defects. This Scope of Work and corresponding price were developed in reliance upon the accuracy of the plans and specifications, if any, provided to Contractor by the Customer.
2. **Additional Costs:** The cost of payment and performance bonds is not reflected in the price and will be an additional charge. Excavation, if included in the price, consists of earth removal only. Rock excavation will be an extra charge. Overtime is not included, unless specified in the Scope of Work.
3. **Payment:** Contractor may invoice the Customer for progress payments for work completed and materials costs incurred monthly by the last day of the month for that month. The Customer agrees to pay invoices in full within thirty (30) days of the invoice date. Late payments will be assessed interest charges at the rate of 1.5% per month. Interest will continue to accrue until all past due amounts are paid in full. If the Customer fails to pay any invoice within sixty (60) days of the invoice date, Contractor may stop all work without notice. The Customer will be responsible for attorney's fees, costs, and disbursements incurred by Contractor in pursuing collection against the Customer. All materials and equipment incorporated into the work shall remain Contractor's property until paid in full.
4. **Progress of the Work and Coordination of Trades:** Contractor will prosecute the work diligently and in accordance with the Customer's progress schedule. Contractor will coordinate its work with that of other contractors at the job site. The Customer shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the work or defective construction of the Customer's separate contractors.
5. **Changes and Extra Work:** The cost of any deletion from, modification of or addition to the work covered by the Proposal/Agreement will be added at the time and material rates currently in effect, or a negotiated lump sum price. Payments for extra work will be made as extra work progresses, concurrently with payments invoiced, as described in paragraph 3. Order for extra work should be made in writing, with any lump sum price agreed to in advance, or based upon Contractor's time and material rates currently in effect. Nevertheless, Contractor is entitled to be paid for extra work, whether the extra work is reduced to writing or not. Extra work includes any increased costs of labor, including overtime, or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others for whom Contractor is not responsible.
6. **Hazardous Materials:** Contractor's obligation under the Proposal/Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered or suspected, Contractor's sole obligation is to stop work in the affected area and notify the Customer immediately. Contractor has the right to suspend the work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the price equitably adjusted pursuant to paragraph 5 hereunder.
7. **Safety:** Contractor shall maintain safe conditions at the work site at all times. If Contractor encounters conditions at the site not created by Contractor that Contractor deems to be unsafe, Contractor shall immediately stop work and notify the Customer of the unsafe conditions and shall not be required to commence work until the Customer restores the work site to a safe condition.
8. **Insurance:** Contractor maintains Commercial General Liability insurance with a limit of liability of at least \$1,000,000 per occurrence and in the aggregate. Contractor also maintains Automobile Liability insurance, Workers' Compensation insurance and excess liability coverage of at least \$5,000,000. Customer and Contractor waive all rights against each other, and any of their respective employees, agents, consultants, and subcontractors for damages caused by risks covered by property insurance to the extent they are covered by that insurance, except such rights as they may have the proceeds of such insurance held by the parties as trustees. If the policies of insurance referred to in this article require an endorsement to provide for continues coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed.
9. **Warranty:** Contractor warrants that the workmanship hereunder shall be free from defects for one year from the date of substantial completion of Contractor's work. This warranty extends to programming or reprogramming of any equipment installed by Contractor, if applicable. If any replacement part or item of equipment proves defective, Contractor will extend to the Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty beyond one year from substantial completion will be at the Customer or manufacturer's expense and at the rates then in effect. The customer accepts the obligation to maintain all parts and equipment in accordance with the manufacturer's recommendations. **ANY ALTERATION OF OR FAILURE TO MAINTAIN PARTS OR EQUIPMENT WILL VOID ALL WARRANTIES PROVIDED HEREIN**, at Contractor's option.
10. **Limitation of Liability:** Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, or any special, indirect or consequential damages.
11. **Construction and Jurisdiction:** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, without consideration to its conflict of law provisions. Any action arising out of the Agreement shall be brought in the United States District Court for the Middle District of Pennsylvania or in the Court of Common Pleas of York County in York, Pennsylvania.
12. **Waiver:** One or more waivers of any right, obligation or default of this Agreement shall not be construed as a waiver of any subsequent or other right, obligation or default.
13. **Offer and Acceptance:** This Proposal is an offer to enter into a binding Agreement. The offer is available for the Customer to accept during the next thirty (30) days. The Customer may acknowledge acceptance of this offer by the signature of an authorized individual where indicated or by first permitting Contractor to being the work. If any of the terms contained in this Proposal/Agreement are changed by the Customer, the Customer's signature shall constitute a counteroffer, which Contractor may accept or reject. The effective date of the Agreement shall be the last date on which one of the parties either signs this Agreement or acknowledges agreement to all of the contract provisions by initializing changes. This Agreement describes all of the parties' obligations and incorporates any and all prior discussions, representations and communications concerning the work. Any modifications to the Agreement may only be made in writing acknowledged by an authorized representative of both parties.
14. **Ownership of Construction Documents:** All construction documents prepared by the Contractor shall remain the property of the Contractor and are not to be used by the Customer without the written consent of the Contractor. Contractor does convey to Customer a non-exclusive license to use Contractor's construction documents for the completion, use and maintenance of the Project, conditioned upon the Customer's payment to Contractor of all amounts due under this agreement. Customer shall indemnify and hold harmless Contractor from all claims and any expense, including legal fees, which Contractor may thereafter incur by reason of the Customer's use of the Contractor's construction documents without Contractor's direct involvement in the completion of the Project.
15. **Automation Control Systems:** If the Scope of Work requires the design and installation of any automation control system, Contractor may be required to incorporate certain programmable logic controllers ("PLCs") and/or human machine interface systems ("HMIs") manufactured by others, but specifically customized and programmed for the Customer by Contractor. The Customer shall not own or claim a copyright in the program customized by Contractor for the PLC's or the HMI's and the Contractor shall be deemed the author of the program and will retain all common law, statutory and other reserved rights, in addition to the copyrights for the customized programs. The customized program for the PLC's and/or the HMI's shall not be altered without the specific written consent of the Contractor.
16. **Terms and Conditions Controlling:** The provisions contained in these Terms and Conditions shall be controlling in the event of any conflict between the provisions of these Terms and Conditions and terms contained in any other contract documents.

Initials

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January 29, 2015

Dennis R. Coleman
Director of Buildings and Grounds
Penn Manor School District
P.O. Box 1001
Millersville, PA 17551

Re: PROPOSAL: Penn Manor School District, Manor Middle School Paving and Tennis Courts, Project #14033

Dear Denny,

Derck & Edson is pleased to present this proposal for the design and bid documents for the Manor Middle School pavement rehabilitation.

PROJECT UNDERSTANDING

Penn Manor School District is planning the re-paving of the Manor Middle School driveways and parking areas, and select concrete walkway removal and replacement where warranted. In addition, two (2) Tennis Courts and two (2) Basketball courts will be resurfaced and the tennis net posts and nets replacement. This construction work is scheduled for the Spring/Summer of 2015.

SCOPE of WORK

Our services shall include:

1. Site visits and photographs to document the existing conditions.
2. Design and Documentation:
 - a. CADD Layout of the Middle School depicting the property lines, buildings, tennis and basketball courts, and asphalt and concrete pavement areas.
 - b. Conceptual opinion of Construction Cost for budget purposes.
 - c. Approximate measurement and depiction of areas that will receive pavement base replacement, based on in field review with School District representative.
 - d. Structures within paved areas that will need to be raised in elevation and/or repaired.
 - e. Areas to receive milling.
 - f. Areas to receive 1-1/2 inch or 2 inch asphalt pavement overlay.

- g. Play area color coatings and painted line striping.
- h. Areas of concrete walk removal and replacement.
- i. Tennis court details, pavement surfacing details and cross-sections.
- j. Preparation of the technical specifications for the project: hot-mix asphalt paving including crack repair and treatment, cement concrete paving, tennis courts, and lawn restoration.

3. BIDDING:

- a. Coordination with School District on the Invitation to Bid.
- b. L&I Prevailing wage rate request.
- c. Printing of Bid Documents
- d. Receiving and responding to questions or clarification from contractors as they prepare bids.
- e. Preparation of Addenda if necessary.
- f. Attendance at one (1) Pre-Bid Meeting

4. CONSTRUCTION ADMINISTRATION:

- a. Attendance at one (1) Pre-construction Meeting
- b. Review of contractor submittals

Not Included:

- 1. Non-technical specifications, such as Invitation to Bid, Instructions to Bidders, General Conditions of contract, bonding, and insurances are not included; they will be provided by the School District to Derck and Edson for incorporation into the Bid package.
- 2. Registration and tracking of the Bidders; we assume that the bid documents will be issued from the School District's Facilities office.
- 3. Township approvals, General NPDES permit or PA DOT permits are not anticipated due to the limited scope of the project.
- 4. Off-site improvements are not included.
- 5. A bid opening meeting is not included. The School District will administer the bid opening.
- 6. Detailed Costs estimates
- 7. Application or permit fees.

Additional Services:

- 1. Additional services will be provided as needed, with client pre-approval.

Assumptions:

- 1. It is assumed that a new topographic survey is not necessary; we anticipate using survey information generated with the recent Hambright project.

FEES:

\$9,250.00 lump sum

Reimbursable Expenses are in addition to the above cost and include actual expenses, which are to be paid by the Owner. Such expenses would include mileage, postage, copying and reproduction of plans.

SCHEDULE:

We can complete the design and documentation within approximately five (5) weeks from Authorization to Proceed.

If this Proposal is acceptable as presented, please return one (1) signed copy of the enclosed agreement to my office and keep the other one for your files. Please give Jim or me a call if there are any questions.

We look forward to continuing our work with the School District and you.

Sincerely,

DERCK & EDSON ASSOCIATES, LLP
enhancing campuses, downtowns, and athletics



Stephen B. Sproles, RLA
Partner

James F. Hocker, RLA
Project Manager

Approved by:
Penn Manor School District

Name _____

Title _____

P:\2014\140330 Penn Manor MS - Paving\Project Admin\Contract\Proposal\150123 Revised MS Paving Proposal.docx



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Customer: Penn Manor School District
2950 Charlestown Rd.
Lancaster PA, 17603

Customer Site: Various Schools

Contact Name: Denny Coleman
Phone: 717-872-9500
Cell: 717-201-9938
Email: denny.coleman@pennmanor.net
Proposal No.: SLO15-011F
Project: CCTV system upgrade

Contact Name:
Phone:
Cell:
Email:
Proposal Date: 2/4/15

Scope of work:

- Install/Upgrade the existing CCTV system at various schools throughout the district. The new systems will be IP based and operate on their own independent network at each location. All cameras will be HD megapixel cameras and be powered via POE. These systems are to be considered turnkey solutions that include all necessary components as defined in the drawings prepared by Moore Engineering. This includes Headend Servers, POE switches, Cat6 Cabling and connectivity hardware VMS server and device licenses (Milestone Xprotect Professional) and all necessary labor for system setup and configuration. We have also included all necessary electrical work including conduits and raceways as defined in the drawings. The proposed servers are designed specifically for VMS application and are sized with enough storage to provide 30 days retention with all cameras operating at 15FPS/full resolution. The new servers will all run windows server 2008.

The following assumptions have been made in preparation of the above-mentioned scope of work:

- All work shall be performed in accordance with the state PEPPM contract.

Per School breakdown:

Eshlemen \$123,790.00
Letort \$163,550.00
Martic \$163,850.00
Marticville \$180,910.00
Manor Middle \$167,250.00

Project Total: \$799,350.00

Please sign and return a copy of this Proposal/Agreement to authorize the commencement of the work. Please contact us if you have any questions or if we can offer any additional services.

Is project tax exempt? ☒ YES ☐ NO (If Yes, please provide Exemption Certificate when returning this Agreement.)

Customer Acceptance:

Gettle Incorporated:

(Customer Signature)

By:

(Name & Title – Please Print or Type)

Date:

Purchase Order No. (If applicable):

(Signature)

By: STEVE OTT

(Name & Title – Please Print or Type)

Date: 2/4/15

TERMS

Quotes are valid for thirty (30) days from the date of quote, unless otherwise specified in writing. The Terms and Conditions of this Proposal/Agreement are incorporated and included herein.

JOB #	DATE	CLASS	PM	FOR GETTLE USE ONLY		PDM\$	/DAY	PW\$	/HR
				SHIFT					

☒ ELECTRICAL ☒ AUTOMATION ☒ FIRE/SECURITY ☒ DATACOM ☒ ENGINEERING/DESIGN



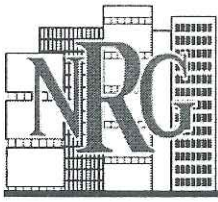
Giving business the power to grow®

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8. **Insurance:** Contractor maintains Commercial General Liability insurance with a limit of liability of at least \$1,000,000 per occurrence and in the aggregate. Contractor also maintains Automobile Liability insurance, Workers' Compensation insurance and excess liability coverage of at least \$5,000,000. Customer and Contractor waive all rights against each other, and any of their respective employees, agents, consultants, and subcontractors for damages caused by risks covered by property insurance to the extent they are covered by that insurance, except such rights as they may have the proceeds of such insurance held by the parties as trustees. If the policies of insurance referred to in this article require an endorsement to provide for continues coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed.
9. **Warranty:** Contractor warrants that the workmanship hereunder shall be free from defects for one year from the date of substantial completion of Contractor's work. This warranty extends to programming or reprogramming of any equipment installed by Contractor, if applicable. If any replacement part or item of equipment proves defective, Contractor will extend to the Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty beyond one year from substantial completion will be at the Customer or manufacturer's expense and at the rates then in effect. The customer accepts the obligation to maintain all parts and equipment in accordance with the manufacturer's recommendations. **ANY ALTERATION OF OR FAILURE TO MAINTAIN PARTS OR EQUIPMENT WILL VOID ALL WARRANTIES PROVIDED HEREIN**, at Contractor's option.
10. **Limitation of Liability:** Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, or any special, indirect or consequential damages.
11. **Construction and Jurisdiction:** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, without consideration to its conflict of law provisions. Any action arising out of the Agreement shall be brought in the United States District Court for the Middle District of Pennsylvania or in the Court of Common Pleas of York County in York, Pennsylvania.
12. **Waiver:** One or more waivers of any right, obligation or default of this Agreement shall not be construed as a waiver of any subsequent or other right, obligation or default.
13. **Offer and Acceptance:** This Proposal is an offer to enter into a binding Agreement. The offer is available for the Customer to accept during the next thirty (30) days. The Customer may acknowledge acceptance of this offer by the signature of an authorized individual where indicated or by first permitting Contractor to begin the work. If any of the terms contained in this Proposal/Agreement are changed by the Customer, the Customer's signature shall constitute a counteroffer, which Contractor may accept or reject. The effective date of the Agreement shall be the last date on which one of the parties either signs this Agreement or acknowledges agreement to all of the contract provisions by initializing changes. This Agreement describes all of the parties' obligations and incorporates any and all prior discussions, representations and communications concerning the work. Any modifications to the Agreement may only be made in writing acknowledged by an authorized representative of both parties.
14. **Ownership of Construction Documents:** All construction documents prepared by the Contractor shall remain the property of the Contractor and are not to be used by the Customer without the written consent of the Contractor. Contractor does convey to Customer a non-exclusive license to use Contractor's construction documents for the completion, use and maintenance of the Project, conditioned upon the Customer's payment to Contractor of all amounts due under this agreement. Customer shall indemnify and hold harmless Contractor from all claims and any expense, including legal fees, which Contractor may thereafter incur by reason of the Customer's use of the Contractor's construction documents without Contractor's direct involvement in the completion of the Project.
15. **Automation Control Systems:** If the Scope of Work requires the design and installation of any automation control system, Contractor may be required to incorporate certain programmable logic controllers ("PLCs") and/or human machine interface systems ("HMIs") manufactured by others, but specifically customized and programmed for the Customer by Contractor. The Customer shall not own or claim a copyright in the program customized by Contractor for the PLC's or the HMI's and the Contractor shall be deemed the author of the program and will retain all common law, statutory and other reserved rights, in addition to the copyrights for the customized programs. The customized program for the PLC's and/or the HMI's shall not be altered without the specific written consent of the Contractor.
16. **Terms and Conditions Controlling:** The provisions contained in these Terms and Conditions shall be controlling in the event of any conflict between the provisions of these Terms and Conditions and terms contained in any other contract documents.

Initials

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Proposal # PMSD-NRG-1

MAINTENANCE SERVICES AGREEMENT between

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

&

NRG Building Services, Inc.
48 South Harrisburg St.
Harrisburg, PA 17113

NRG Building Services, Inc. agrees to provide the services described in the attached schedules in accordance with the following terms and conditions:

Scope of Service

Building Automation System

Software Subscription

Automatic Temperature Controls

Facility

Martic Elementary School
Marticville Middle School

Terms / Automatic Renewal

This Service Agreement shall begin on the **1st day of April 2015**, and shall continue for a period of (1) year(s) and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon thirty (30) days written notice prior to the anniversary date of the agreement.

The contract price shall be subject to adjustment yearly to recognize any changes in costs. Notice of proposed adjustments to the annual price will be provided at least thirty days prior to agreement renewal date.

Price and Payment Terms

NRG Building Services, Inc. agrees to furnish the services as described in this agreement for the **Annual sum of: \$22,695.00**. (Twenty Two Thousand Six Hundred Ninety Five -----00/100). Invoices

will be issued **Quarterly** in the amount of **\$5,673.75** as agreed. Payment will be made within 30 days of invoice date. These invoices will be sent in advance of services that we are to provide.

This proposal, including the attached pages, special conditions, and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by NRG Building Services, Inc. This agreement supersedes all prior presentations and agreements not incorporated herein. This Proposal is valid through April 30, 2015.

Signatures

Submitted for
NRG Building Services, Inc.

By: Kevin Miller

Title: Sales Engineer

Signature: Kevin Miller

Date: February 9, 2015

This agreement is accepted for
Penn Manor School District

By: Denny Coleman

Title: Director of Buildings and
Grounds

Signature: _____

Date: _____

Summary of Agreement Coverage

Optional Coverage Acceptance

Agreement # PMSD-NRG-1

This service agreement provides for the maintenance of the Schneider Electric DDC Control system that is controlling the heating, ventilating and air conditioning equipment in the Martic Elementary School and Marticville Middle School. It is intended to insure that the controls receive the calibration, adjustment and maintenance that is required to insure the proper, efficient operation of the equipment and minimize the inconvenience and cost associated with emergency repair service. This agreement provides for scheduled maintenance service only. Equipment and labor required for the repair of the system is *not* included and will be billed at the current Preferred Contract Customer rates as detailed on Attachment "A" unless the option below for Repair Labor and Material is accepted. All service will be performed during normal working hours unless the Emergency Support option is accepted as outlined below.

I. SCHEDULED MAINTENANCE

Basic Agreement Coverage

1. Specially trained technicians and engineers will conduct the required tasks to ensure that your equipment is properly maintained. The technicians and engineers who service the facility shall have a minimum of ten years experience in the HVAC controls industry and at least five years experience specifically with the Invensys Building System as is installed at the customer site.
2. Each piece of covered equipment will receive a thorough preventive maintenance routine as outlined in the attached schedules for each specific type of equipment. Each piece of equipment will have it's own check off sheet showing what tasks were completed, when they were completed and who performed the work.
3. Each scheduled call has a specific set of tasks detailing exactly what needs to be performed and what special skills, tools or instruments are required to keep the equipment operating at peak level. A programmed maintenance schedule will be developed during the first year detailing what equipment is to be inspected and calibrated during each monthly inspection.
4. A service report will be completed after each call and will be provided to the customer. A duplicate record will be maintained by NRG Building Services to update the history of work performed.
6. A listing of typical service procedures is given in the attachments which follow.

II. REPAIR LABOR AND MATERIALS OPTION

Accepted by:

ADD: Seven Thousand Dollars (\$7,000.00)

Includes all necessary parts and unscheduled labor required to restore the covered equipment to normal operation during normal working hours.

III. EMERGENCY SUPPORT OPTION

Accepted by:

Not applicable at this time

Guarantees emergency services for critical responses on a 7-day/week, 24-hour/day basis. Provides for a guaranteed 4 hour response time on-site.

Attachment "A"

SCHEDULE OF BILLING RATES AND MATERIAL COST

2015 - CONTRACT YEAR

Preferred Contract Customer Billing Rates (For work performed over and above the contract)

DDC Control Technician

Monday – Friday	8:00am to 5:00pm	\$126.00
Monday – Friday	5:00pm to 8:00am	\$189.00
Saturday	12:00am to 12:00pm	\$189.00
Sunday & All Holidays	12:00am to 12:00pm	\$252.00
Travel Charges	\$.75 per Mile	

HVAC Specialist

Monday – Friday	8:00am to 5:00pm	\$ 91.50
Monday – Friday	5:00pm to 8:00am	\$137.25
Saturday	12:00am to 12:00pm	\$137.25
Sunday & All Holidays	12:00am to 12:00pm	\$183.00
Travel Charges	\$.75 per Mile	

Preferred Contract Customer Parts Multiplier

Multiplier Times North America Field Office List Price

"Pneumatic/Electric/Electronic Components"	Times 0.50
"DDC Components Price Schedule"	Times 0.70

SCHEDULE "A"

Performance Assurances

Frequency:

Coverage:

☒ Monthly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

*This agreement provides (24) man-days of preventative maintenance per year.

I. Hardware Support Services

NRG Building Services will perform scheduled preventive maintenance inspections and diagnostic services on the equipment covered under this agreement as required to maintain the system at maximum performance and reliability levels. The tasks specifically included are:

- a. Diagnostic check of the communication networks including the local area network between all System Controllers to insure that all controllers are on-line and communicating.
- b. Verification of control sequences for all mechanical and/or electrical equipment to insure the system is operating as designed.
- c. Recalibration of all field sensors, annually to within ± 0.5 DegF. to insure occupant comfort and maximum system efficiency.
- d. Cleaning of battery terminals and replacement of battery annually to insure database protection in the event of a power outage.
- e. Back-up of the Network Control Module database quarterly to insure a current copy is available in the event of a catastrophic controller failure.
- f. Review Alarm and Service History logs to evaluate system performance and provide a written recommendation as to what corrective action is required.
- g. Perform system analysis with emphasis on optimizing the performance of the controlled equipment.
- h. Verification of alarms and their automatic control sequences.

II. Modem / Internet Access

A telephone modem / Internet Access is provided at the owner's facility to permit remote communications with the system by NRG Building Services personnel to provide on-line support for the on-site operator. Modem / Internet support insures a fast response to problem calls, minimizes occupant discomfort and reduces the number of premium time service calls required. A separate phone line will be supplied and maintained by the customer. This agreement provides for a total of (8) hours per year of phone support.

III. Software / Revision Upgrades

NRG Building Services will provide the customer with all scheduled updates and revisions to the Human Machine Interface software as well as related materials which shall be made available during the term of the agreement. Firmware upgrades which enhance system operation and prevent system obsolescence of any system controllers will also be provided at no additional cost to the customer.

IV. Training

Operator training will be provided on an ongoing basis by the NRG Building Services service technician. Preventive maintenance inspections may be temporarily suspended at the discretion of the owner to provide informal "brushup" operator training.

SCHEDULE "B"

Human Machine Interface

Frequency:

Coverage:

☒ Monthly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

Tasking / Maintenance Services

Service Procedure	Function	Benefit
Visual Inspection of Computer & Peripherals	Visually inspect and clean all hardware to be free of physical damage, dust and debris.	Ensure there are no impending device failures, which can adversely affect system operation.
Analyze and test hard disk drive and correct errors	Provide and install new replacement disk drive (if required). Install system database	Protect database from catastrophic failure.
Perform System Diagnostics	Ensure proper functionality and performance of all elements of workstation.	Validates that keyboard, printer and CRT respond to system status and control.
Database Verification Verification of System Operations "Spot Check of Functions"	<p>Verify operation of monitor screen</p> <p>Verify setup and operation of trend reports</p> <p>Verify setup and operation of archival trend storage reports</p> <p>Verify setup of users, passwords and privilege levels to agreed upon "as builds".</p> <p>Correct records and/or differences as noted.</p> <p>Verify setup and operation of maintenance time reminder applications.</p> <p>Verify operation of print screen documentation capability.</p> <p>Verify synchronization of network clock operations.</p> <p>Verify operation of status log reports</p> <p>Verify operation of point summary reports.</p> <p>Verify operation of real-time graphics displays.</p> <p>Verify setup and operation of FMS report applications.</p>	<p>Provides routine testing and verification that programs are performing as designed to produce expected results.</p> <p>Ensures that operational staff has thorough knowledge of system operations and methods.</p>

Human Machine Interface

Tasking / Maintenance Services

Service Procedure	Function	Benefit
Computer & Peripherals Checkout	Provide backup of system database to hard disk system.	Ensures on-site PC files are maintained at operating standard.
Device Database Backup	Provide hard disk backup of data files for off-site storage.	Protects total system from catastrophic loss or malicious damage by providing off-site archived storage.
	Provide hard disk backup of data files for on-site storage.	Provides an on-site backup of system for fast recovery in event of catastrophic failure
	Perform routine disk file maintenance.	Ensures that disk is organized and clear of data previously saved to backup disk.

SCHEDULE "C"

Network / Global Command Control Modules

Frequency:

Coverage:

☒ Monthly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

Tasking / Maintenance Services

Service Procedure	Function	Benefit
Visual inspection of LEDs, fuses, cable connectors & RS232 Ports	Ensure device is not physically damaged. Report all damaged components.	Ensures there are no impending device failures, which can adversely affect system operation and integrity.
Check for pneumatic line contaminants	Ensure that the lines are free from oil and water.	Keeps the pneumatic output cards' functioning for control of valves or dampers to ensure occupant comfort and safety.
Clean and Inspect battery terminals	Ensure that connections are tight and corrosion free.	Continuous power is available in the event of power failure to protect memory.
Verify system databases and modifications	Compare, verify that each device database matches agreed upon owner "as built" prints and records. Identify all additions, modifications and changes to software sequences, setpoints, schedules and limits. Provide assessment report to owner of impact of all noted changes. Correct all non-approved changes to "as built" status and download database to device as required.	Database verification ensures DDC system operates and performs as designed to meet goals for energy and reduction and comfort performance. Eliminates "creeping decay" of operational performance caused by non-removal of "temporary" bypasses, etc. Provides owner with recommended courses of action to improve performance over time. Ensures records are accurately maintained and documented.
Verify operation of remote telecommunications datalink to remote site	Initiate communications with DDC control network. Verify alarm dial-out capabilities to service contractor.	Provides continuous check of service response mechanism. Detects failures of third party datalink.
Remote service On-site service	Provide routine database backup service of all operating controller databases. In the event of catastrophic failure, download database to replacement device. Update device database to current operating standards.	Reduces downtime by having a current database available for replacement. Provides an off-site record archiving depot as protection against catastrophic failure, theft and malicious damage to databases.
Verify operation of system control outputs	Check schedules, sequences and setpoints.	Provides accurate and efficient control of equipment for safety, comfort and system reliability.

SCHEDULE "D"

System Level Controllers

Frequency:

Coverage:

☒ Monthly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

Tasking / Maintenance Services

Service Procedure	Function	Benefit
Check sequence of mechanical equipment	Verify that controlled equipment properly cycles from full heat to full cool.	Ensures that system operates as designed to provide proper occupant comfort.
Check room sensor accuracy	Verify operational accuracy of room sensor within + or - 0.5 degrees F.	Ensures comfort of occupants is provided.
Check zone occupancy override operation option	Verify that controlled systems switch from occupied to unoccupied modes.	Ensures after-hours comfort of occupants. Verifies proper input to after-hours billing programs. Maximizes energy efficiency of systems by employing scheduled control sequences.
Check economizer cycle operation	Verify that economizer modulates to maintain mixed air setpoint. Verify that enthalpy changeover function operates per design. Verify that modulating low limit function operates as designed.	Maximizes energy savings by using free cooling whenever possible. Maintains system operating efficiency. Extends compressor life by utilization of free cooling. Minimizes potential of coil failure by ensuring operation of low limit devices.
Check for pneumatic line contaminants	Ensure that the lines are free from oil and water.	Keeps the pneumatic output cards functioning for control of valves and dampers to ensure occupant comfort and safety.

SCHEDULE "E"

VAV Box Controllers

Frequency:

Coverage:

☒ Monthly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

Tasking / Maintenance Services

Service Procedure	Function	Benefit
Check airflow of pressure independent VAV terminals	<p>Verify that VAV terminal min./max. airflow conforms with "as built" drawings at current revision level.</p> <p>Provide written report of any variances greater than + or - 50 CFM.</p>	<p>Ensures proper ventilation requirements.</p> <p>Ensures occupant comfort requirements can be met.</p> <p>Ensures building operations perform as designed, meeting efficiency standards for building.</p>
Check VAV sequences of operation	Verify operation of heating, cooling, occupied, unoccupied and warm-up modes of operation.	<p>Ensures system operates as designed to provide proper comfort under all operating conditions.</p> <p>Maintain system operating efficiency at design, reducing operating costs.</p>
Check room sensor for accuracy	Verify operational accuracy of room sensor within + or - 0.5 degree F.	<p>Ensures occupant comfort is met.</p> <p>Ensures system operates at maximum efficiency.</p>
Check duct sensor for accuracy	Verify operational accuracy of duct sensor within + or - 1.0 degree F.	Ensures BTU calculations are accurate over time.
Check airflow sensor pickup tube for contaminants	Verify that lines are free from oil and water.	Ensures comfort of occupants is provided.

SCHEDULE "F"

Electric / Electronic Temperature Controls

Frequency:

Coverage:

☒ Monthly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

Tasking / Maintenance Services

Service Procedure	Function	Benefit
VAV box inspection	<p>Check all valves and wiring</p> <p>Check all damper actuators and wiring.</p> <p>Check operation of all dampers and lubricate.</p> <p>Check operation of all auxiliary devices.</p>	Ensures comfort and economy.
Boiler, Chiller, Converter pumps and zone control inspection.	<p>Check all valves and wiring.</p> <p>Check all immersion and outdoor elements.</p> <p>Check all relays and terminal connections.</p> <p>Check voltages to controlled devices.</p> <p>Check operation of all auxiliary devices.</p>	Provides assurance of safe, reliable operation.
Fan systems and HVAC controls	<p>Review all sequences of operation.</p> <p>Check all control valves and wiring</p> <p>Check operation of all dampers and lubricate.</p> <p>Check operation of all auxiliary devices.</p> <p>Check all relays and terminal connections.</p> <p>Clean and wipe down all panel faces.</p> <p>Check voltages to controlled devices.</p>	Ensures proper pressurization and ventilation of conditioned space so that comfort is provided economically.

SCHEDULE "F" - Continued

Electric / Electronic Temperature Controls

Tasking / Maintenance Services

Service Procedure	Function	Benefit
Control panel inspection	Clean and wipe down all panels.	Provides a neat and clean appearance of panels.
	Check all primary and secondary transformer voltages.	Extends life of transformers.
	Check all terminal strip connections.	Prevents overheating of wiring connections.
	Check all relay and auxiliary device connections.	
	Check all solid-state drives.	

LIST of COVERED EQUIPMENT

Penn Manor School District

Building Names:

- Martic Elementary School
- Marticville Middle School

Equipment List:

- Includes all equipment as shown in final accepted "as built" control drawings provided by the "ATC" contractor.

PENN MANOR SCHOOL DISTRICT

February 17, 2015 Board Agenda

Change in status [*] for the 2014-2015 school year:

Yunker, Stevie L. – elementary professional employee, full-time, long-term substitute, retroactive to January 21, 2015, B.S. Degree, no experience, Step 1, \$41,587 +\$1,200 = \$42,787 (\$20,717.48 prorated 92 days), [change from \$41,587 (\$20,136.96 prorated 92 days)]. Assignment: Learning Support/Life Skills Teacher/Pequea Elementary School

Addition of special education stipend

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
2/17/2015	* CAMPBELL	ROBERT	HEAD CUSTODIAN	MARTICVILLE MIDDLE SCHOOL	8.00	261	\$ 16.29	Permanent	8.00	2nd Shift Effective 2/9/2015
2/17/2015	* BARRETT	DIANNA	ERA - READY TO LEARN AIDE	ESHLEMAN	2.50	72	\$ 9.12	For the 2014-15 School Year Only	2.50	Effective 2/2/2015
2/17/2015	AMENT	JEWELINE	ERA - READY TO LEARN AIDE	ESHLEMAN	2.50	108	\$ 9.12	For the 2014-15 School Year Only	2.50	Effective 2/2/2015
2/17/2015	FOGLE	MANDY	ERA - READY TO LEARN AIDE	HAMBRIGHT	3.50	180	\$ 9.12	For the 2014-15 School Year Only	5.00	Effective 2/3/2015
2/17/2015	FOGLE	MANDY	PLAYGROUND AIDE	HAMBRIGHT	1.50	180	\$ 9.12	Permanent	5.00	Effective 2/3/2015
2/17/2015	* FREY	HEIDI	FOOD SERVICE	MANOR MIDDLE SCHOOL	0.50	180	\$ 12.00	Permanent	5.50	Effective 2/17/2015
2/17/2015	* SCANLIN	LORI	FOOD SERVICE	MANOR MIDDLE SCHOOL	1.00	180	\$ 11.41	Permanent	5.00	Effective 2/17/2015
2/17/2015	* BAUMAN	BRENDA	FOOD SERVICE	HIGH SCHOOL	0.25	180	\$ 11.77	Permanent	5.00	Effective 2/2/2015
2/17/2015	* BOWER	SHARON	FOOD SERVICE	HIGH SCHOOL	0.75	180	\$ 11.88	Permanent	5.50	Effective 2/2/2015
2/17/2015	* CALDWELL	LISA	FOOD SERVICE	HIGH SCHOOL	0.25	180	\$ 12.98	Permanent	5.25	Effective 2/2/2015
2/17/2015	* CAMPBELL	LISA	FOOD SERVICE	HIGH SCHOOL	0.25	180	\$ 12.98	Permanent	5.25	Effective 2/2/2015
2/17/2015	* HERR	JODY	FOOD SERVICE	HIGH SCHOOL	0.75	180	\$ 10.50	Permanent	5.50	Effective 2/2/2015
2/17/2015	* HERR	YVETTE	FOOD SERVICE	HIGH SCHOOL	0.50	180	\$ 10.28	Permanent	5.50	Effective 2/2/2015
2/17/2015	* MILLER	DEBRA	FOOD SERVICE	HIGH SCHOOL	0.75	180	\$ 10.28	Permanent	5.75	Effective 2/2/2015
2/17/2015	* SHOFF	BARBARA	FOOD SERVICE	HIGH SCHOOL	0.75	180	\$ 11.53	Permanent	5.50	Effective 2/2/2015
2/17/2015	* SMOKER	VONDA	FOOD SERVICE	HIGH SCHOOL	0.75	180	\$ 10.22	Permanent	5.50	Effective 2/2/2015

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

* signifies a change in status

SPRING 2015 ATHLETIC COACHING CONTRACTS				Salary	Actual
Sport	Coach	Title	Schedule	Salary	Variance
Boys Tennis	Greg Hammond	Head Varsity	4,236	4,236	-
				-	-
Total for Boys Tennis			4,236	4,236	-
Boys Volleyball	Chris Telesco	Head Varsity	5,428	5,228	(200)
	Dustin Hornberger	Asst to Varsity	3,553	3,353	(200)
	Lucas Charney	Assistant		400	400
	Andrew Thiry	Volunteer			-
Total for Boys Volleyball			8,981	8,981	-
Softball	Dave Stokes	Head Varsity	5,428	5,428	-
	Frank Bulter	Asst to Varsity	3,553	2,900	(653)
	Cathy Riggs	Assistant	3,146	2,575	(571)
	Jason Curtis	Assistant	3,146	2,570	(576)
	Bob Graybill	Assistant	-	1,800	1,800
	Lance Bauer	Volunteer			-
Total for Softball			15,273	15,273	-
Baseball	Jim Zander	Head Varsity	5,428	5,073	(355)
	Streeter Stuart	Asst to Varsity	3,553	2,900	(653)
	Chris Feger	Assistant	3,146	2,800	(346)
	Morgan Rupp	Assistant	3,146	2,300	(846)
	Kyle Greenwood	Assistant	-	2,200	2,200
	Andy Zook	Volunteer			-
Total for Baseball			15,273	15,273	-