

Agenda – Committee of the Whole  
Penn Manor School District  
Monday, July 18, 2016  
Manor Middle School – Board Room

**EXECUTIVE SESSION**

**5:00**

Personnel: Labor Negotiations Preparations

**6:15**

Legal: Special Education Due Process

**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, August 1, 2016 at 7:00 p.m. in the board room at Manor Middle School.

ANNOUNCEMENT:

An Executive Session was held on July 7, 2016 at 6:30 p.m. for discussion of a personnel issue regarding the retirement of an employee. An Executive Session was also held prior to this Committee of the Whole meeting for the purpose of discussing labor negotiations preparations and legal issues as detailed above.

APPROVAL OF MINUTES:

June 20, 2016

<http://www.pennmanor.net/boardminutes/>

CITIZEN'S COMMENTS:

Name and Address

**BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS**

**Item 1.**

(7:15 – 7:35)

**Director of Buildings and Grounds Retirement Transition Process – Dr. Leichliter and Mr. Johnston**

*Explanation: With the upcoming retirement of the Director of Buildings and Grounds, the administration will be discussing transition plans.*

**Information Only**

**Item 2.**  
(7:35 – 7:55)

**Clerk of the Works vs. Construction Management for PMHS -  
Mr. Levato, Crabtree, Rohrbaugh and Associates, Mr. Johnston**

*Explanation: As the district moves forward with the high school renovation project, the board will have the option of contracting with a construction management company or a clerk of the works. Crabtree, Rohrbaugh and Associates will present pros and cons to each alternative for board discussion.*

**Information Only**

**Item 3.**  
(7:55-8:05)

**Board Goals for the Superintendent in 2016-2017 – Mr. Long**

*Explanation: At the publicly advertised retreat at Millersville University on June 9, 2016 the School Board drafted goals for the superintendent in the upcoming school year. Mr. Long will review the goals and ask the board for formal approval.*

**Approval for Placement on the July 18 School 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  
Monday, July 18, 2016  
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, August 1, 2016 following the Committee of the Whole meeting.

ANNOUNCEMENT:                              An Executive Session was held on July 7, 2016 at 6:30 pm for discussion of a personnel issue regarding the retirement of an employee. An Executive Session was also held prior to the Committee of the Whole meeting for the purpose of discussing labor negotiations preparations and legal issues as detailed on the Committee of the Whole agenda.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES:                      June 20, 2016  
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

TREASURER’S REPORT:                      June 2016

PAYMENT OF BILLS:                              June 2016  
<http://www.pennmanor.net/blog/category/tr/>

General Fund	\$ 11,391,204.37
Food Service Fund	\$ 115,341.48
Capital Reserve Fund	\$ 20,123.39
2015 Construction Fund	\$ 710,028.55
2016 Construction Fund	\$ 711,273.28
Student Activity Fund	\$ 34,076.74

**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.      Board Goals for the Superintendent for 2016-2017 (see page 5)

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

- A.      Western PA School for the Deaf Transportation Contract for services to transport students to the Western PA School for the Deaf for 2016-2017. Annual cost is \$5,500 per child. (see pages 6-7)

*Explanation: Students receiving instruction at the Western PA School for the Deaf require transportation to the school's location in Pittsburgh. Students are transported by the IU13 to a WPSD location in Camp Hill. This contract is to get the students from Camp Hill to Pittsburgh and back. Transportation from the student's home to Camp Hill and back is billed through the IU13 transportation program.*

- B.      Byrd's Enterprises, LLC for quarterly kitchen hood cleaning services for secondary schools. (see page 8)

*Explanation: Quarterly hood cleaning is required under our property & casualty insurance plan for secondary schools. Byrd's service proposal calls for a three year contract with four cleanings per year at Penn Manor High School, Manor Middle School and Marticville Middle School for \$1,900 per quarter to be paid from the Food Service Fund.*

- C.      Building Automation System Upgrade for Martic Elementary and Marticville Middle School from Tridium R2 to Tridium AX per the attached proposal. (see pages 9-10)

*Explanation: To replace the building automation network system control engines with the latest version of software. The current version has been phased out and is not repairable/replaceable.*

- D.      Catholic Charities Outpatient Counseling Service approval for referrals during the 2016-2017 school year.

- E.      Crabtree Rohrbaugh & Associates Agreement for the PMSD HS Renovation project. (see page 11)

*Explanation: While the base contract was negotiated several years ago, an amendment is approved for individual projects as they are added. This amendment reflects a reduced fee of 5.75%.*

F. Penn Manor High School Renovation Project Reimbursement Resolution (see pages 12-14)

*Explanation: This resolution allows for the proposed renovation project at Penn Manor High School to proceed with payments to be made from the capital reserve fund. Should the board decide to fund the project with a future debt issuance, the capital reserve fund would be reimbursed out of the debt proceeds. This resolution allows for flexibility in funding for the project and will not delay progress until financing options are explored.*

G. AV Cabling for Letort and Eshleman Elementary Schools as per the attached proposal (see page 15)

*Explanation: Furnish and install Category-6 and Category-6A plenum rated cabling as well as furnish and install projectors and projector mounts as specified.*

H. Integrated Pest Management services from Western Pest Services (see pages 16-17)

2016-17	\$6,511.20
2017-18	\$6,511.20
2018-19	\$6,511.20
2019-20	\$6,706.54
2020-21	\$6,706.54

*Explanation: To provide integrated pest management services through the 2020-2021 school year.*

**Item 4.      Consent Agenda for Personnel – The administrative staff is recommending approval of the following: (ROLL CALL)**

A. Employment and Change in Status of the individuals listed per the effective date for the 2016-2017 school year (pages 18-21)

B. Curriculum Writing – The administrative staff is recommending the approval of the following individuals to be paid at the professional rate to perform secondary curriculum writing:

Elementary ELA - Heather Fellenbaum, Joyce Wright, Melanie Allen, Lisa Suydam, Danielle Gwyn, Lori Graham, Karen Braun, Deb Beighley, Lisa Roth Walter, Elizabeth Raff, Pam Noll, Alison Witmer, Melissa Mulder, Megan Miller, Casie Saxton, Patti Shover, Kerry Bushong, Erik Polaski, Tara Wilson, Patti O'Brien  
Elementary Math - Danielle Gwyn, Lisa Suydam, Jenna Moyer, Tanya Johnston, Beth Mitchell, Richard Bodde  
Applied Engineering - Molly Miller, Barry Groff  
Agriculture - Meagan Slates, Diane Glock-Cornman, Neil Fellenbaum, Jonathan Hess  
Counseling - Dana Wile  
English - Colleen Sohl, Chris Telesco  
Foreign Language - Katharine Rodriguez, Maureen Klingaman

Middle School Math - Maricia Kligge, Catherine Zalit  
High School Math - Gary Luft, Sarah Stover, Eric Eshleman  
Science - Erick Dutchess, Tresa Kirk, Kyle Bulicz, Katie Beaver, Joshua Bressler,  
Hanna Crowther

- C. Mentors for the 2016-2017 school year as listed (see page 22).

*Explanation: All new teachers and teachers changing positions are assigned a mentor. This is required by the Pennsylvania Department of Education. It is also required as part of the New Teacher Induction Plan in the EStrategic Plan.*

- D. Board Secretary Services – The administrative staff is recommending approval for Cindy Rhoades to receive \$3,110 for her services as Board Secretary for the 2016-2017 school year.
- E. Dismissal - Conversion of the unpaid suspension of Richard Brenton to a dismissal from his employment as a professional employee, effective immediately, with the employee having waived a Level III hearing and requested a Level IV hearing pursuant to the grievance procedure of the collective bargaining agreement between the Penn Manor Education Association and the School District.
- F. Resignation of the individuals listed per the effective date:  
Dawn Janssen as Wellness Coordinator for the 2016-17 school year effective 7/31/2016. (She will remain in her teaching position)  
Nam Hoang—Custodian, Hambright, effective 7/11/16  
Bonnie Weidman—ERA, Central Manor, effective 6/13/16  
Robin Jeffers—ERA, Central Manor, effective 6/8/16  
Shondra Stoner—Clerical Substitute, effective 6/15/16  
Matthew L. Kersic – LTS, Eshleman, effective 6/21/16
- G. Retirement of the individuals listed per the effective date:  
Denny Coleman – Director of Building & Grounds, effective 9/30/2016, as per agreement

## ADJOURNMENT

### SCHEDULING AN APPEARANCE ON THE AGENDA

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- The resident or taxpayer wishing to speak will be recognized by the chair and then state his/her name and address.
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- Vulgar, abusive, obscene, profane language, defamatory remarks will not be permitted.

**Superintendent Goals  
2016-17**

**Academics:**

The Superintendent will research and review the impact of the changing student demographics and provide a proactive response plan to keep the district focused on continued academic success as measured through maintaining status as one of the best school districts in Lancaster County.

**Community Relations:**

The Superintendent will investigate and develop additional/new ways to increase community awareness of district accomplishments and challenges.

**Ongoing Responsibilities:**

Penn Manor High School Construction/Renovation Planning  
Teacher Negotiations  
Succession/retention plan

# Western Pennsylvania School for the Deaf

## Transportation contract

This will confirm a contract between:

Western Pennsylvania School for the Deaf ("WPSD")  
300 E. Swissvale Avenue  
Pittsburgh, PA 15218

And  
Penn Manor School District ("the SD")  
Mailbox 1001  
Millersville, PA 17551

For services to be provided during the 2016-2017 school year, subject to the following provisions:

### A. SERVICES

WPSD will transport school children attending WPSD from its 3820 Hartzdale Drive, Camp Hill location to WPSD in Pittsburgh at the start of the week; then back to 3820 Hartzdale Drive, Camp Hill at the end of the week. It is the responsibility of the SD to transport the student to/from the Hartzdale location. Attached is a school calendar showing the days (180) school is in session.

### B. COMPENSATION

WPSD will be compensated at the rate of \$5,500 per child for the services. WPSD will send 10 equal monthly invoices of \$550 (for each child), starting September first. (See student listing at end of contract). In the event a student is enrolled after the start of the school year or the student moved from the SD during the school year, the rate will be pro-rated.

The compensation is based on one pick-up at the start and end of each week. There is no mid-week pick-ups for students missing the bus for any reason.

### C. INDEPENDENT CONTRACTOR

WPSD acknowledges that it is retained as an independent contractor and not as an employee of the SD and will not be entitled to any benefit programs the SD makes available to its employees.

### D. INSURANCE

WPSD will provide liability insurance while the children are in our care, custody and control.

### E. CLEARANCES

WPSD drivers and aides have Act 34 and Act 151 clearances, which will be provided upon request.



# Western Pennsylvania School for the Deaf

## Transportation contract

### F. WPSD POINT OF CONTACT

When the child will be absent or not utilizing WPSD transportation; the parents must notify WPSD.

On the day of transportation, for any transportation issues, parents (or connecting bus driver) should call Aaron Noschese (Chief Operating Officer) at 412-251-6545 or Jessica Marks at 717-909-5577. Unless notified, the bus driver will wait 15 minutes past scheduled departure time for late students.

All other times, parents must call WPSD and notify Aaron Noschese (Chief Operating Officer) at above number for any other transportation issues.

### G. MUTUAL INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its directors, officers, employees, agents, successors, and assigns from all damages, costs, expenses, and liabilities, including reasonable attorney's fees, expert fees and disbursements, incurred in connection with the indemnifying party's negligent failure to perform its obligations and duties under this Agreement.

### H. CONTRACT CHANGES

All changes to this contract – including increase in contract value, must be signed by SD and WPSD.

### I. LAW & VENUE

This contract is subject to the laws of the Commonwealth of Pennsylvania. Venue for any legal action will be Allegheny County, Pennsylvania.

Accepted:

For: SD

For: WPSD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

Barbara J. Manning

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

Chief Financial Officer

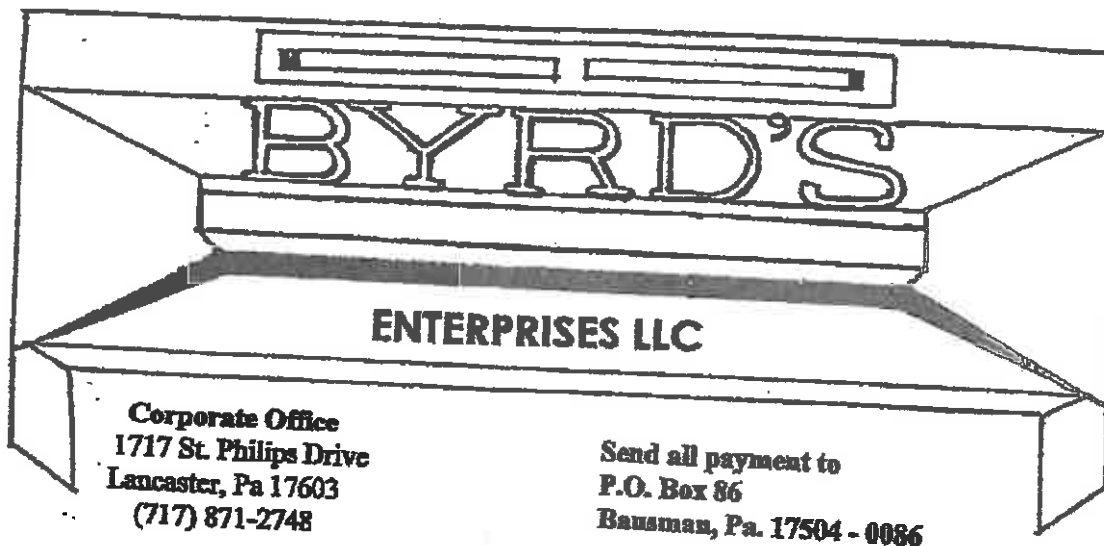
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Student Listing:**

A.G.



#### SERVICE CONTRACT

This is a contract between Byrd's Enterprises LLC of the first party, and Penn Manor School District 2950 Charlestown Road Lancaster, PA 17603 of the second party.

1. The first party agrees to service the following items at set price of.

1. Penn Manor High School — \$900.00  
100 E. Cottage Ave  
Millersville, PA. 17551
2. Manor middle School — \$600.00  
2950 Charlestown Road  
Lancaster, PA 17603
3. Marticville Middle School — \$ 400.00  
356 Frogtown road  
Pequesa, PA 17565

2. The first party agrees to perform the Kitchen Hood Cleaning every 3 months.

3. The second party agrees to pay \$1900.00 every 3 months for cleanings.

Both parties agree this shall be a 3 year contract. June 30<sup>th</sup> 2016 ~ June 30th 2019.

First Party Byrd's Enterprises LLC

Signature

A handwritten signature in black ink, appearing to be "C. Byrd", written over a horizontal line.

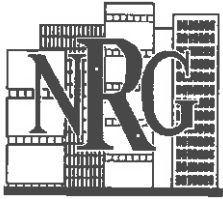
Date

6/21/16

Second Party

Signature

Date



NRG Building Services  
48 South Harrisburg St.  
Harrisburg, PA 17113  
(717) 939-2400  
(717) 939-8583 – Fax  
(717) 554-1209 – Cell

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## PROPOSAL

June 3, 2016

Denny Coleman  
Director of Buildings and Grounds  
Penn Manor School District  
2950 Charlestown Road  
Lancaster, PA 17603

***Re: Building Automation System Upgrade from Tridium R2 to Tridium AX (Upper Level System Architecture).***

Dear Mr. Coleman;

NRG Building Services, Inc. respectfully submits for your review and consideration the following proposal.

**Objectives**

- To replace the existing Tridium R2 JACE (Java Application Control Engine) network controllers with the latest version of Tridium AX. Tridium R2 has been phased out and is not repairable or replaceable.

**General Scope of Work**

- NRG shall provide and install (1) Tridium AX JACE at Martic Elementary School and (1) AX JACE at Marticville Middle School to communicate with the existing field level controllers through LON communications.
- All Building Automation System programming in the Tridium R2 JACE will need to be recreated in the Tridium AX JACE.
- The Schneider Electric field level controller hardware and software that is currently installed at the Penn Manor School District is of a proprietary nature. With this in mind, any other controls company or service provider claiming to be equally equipped to handle our systems based products would be a misrepresentation of their capabilities.
- NRG will need to utilize the Schneider Electric – I/A series Workplace Tech software to make appropriate changes in order for the integration to happen.

- NRG shall provide all necessary wiring, installation labor, programming, graphics, alarm routing (to emails), and setup as required.

**Pricing**

- The price for the above scope of work is **Twenty Five Thousand Eight Hundred and --**  
-----**00/100 Dollars (\$25,800.00).**

Sincerely,  
NRG Building Services, Inc.

**Kevin Miller**

Digitally signed by Kevin Miller  
DN: cn=Kevin Miller, o=NRG Building  
Services, Inc., ou,  
email=kmiller@nrgcontrols.com, c=US  
Date: 2016.06.03 09:29:57 -0400

# **AIA® Document G802™ – 2007**

## ***Amendment to the Professional Services Agreement***

Amendment Number: CRA - 2986 - Main

**TO:**

*(Owner or Owner's Representative)*

In accordance with the Agreement dated: July 16, 2012

**BETWEEN** the Owner:

*(Name and address)*

Penn Manor School District  
2950 Charlestown Road  
Lancaster, PA 17603

and the Architect:

*(Name and address)*

Crabtree Rohrbaugh & Associates  
401 East Winding Hill Road  
Mechanicsburg, PA 17055

for the Project:

*(Name and address)*

Prime Agreement for Architect of Record for the Penn Manor School District for a Five-Year Term

Authorization is requested

☒ to proceed with Additional Services.

☒ to incur additional Reimbursable Expenses.

As follows:

Add the following project to the terms and conditions of the Architect of Record 5 Year Term Agreement:

Penn Manor School District - Penn Manor High School Additions and Renovations

The following adjustments shall be made to compensation and time.

*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:

The fee is 5.75% of the Cost of the Work as defined in §11.1 of the Prime Agreement.

Time:

---

**SUBMITTED BY:**

---

**AGREED TO:**

---

*(Signature)*

James Brian Haines, AIA, Director of Contract  
Administration

---

*(Printed name and title)*

---

*(Date)*

---

*(Signature)*

---

*(Printed name and title)*

---

*(Date)*

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User Notes:

(1464027218)

PENN MANOR SCHOOL DISTRICT  
BOARD OF SCHOOL DIRECTORS

WHEREAS, the Penn Manor School District has determined to undertake certain capital projects including the new construction or renovations to the High School (the "Project"); and

WHEREAS, the United States Department of the Treasury, acting by and through the Internal Revenue Service, on June 18, 1993, promulgated regulations in the Federal Register, Vol. 58, No. 11, Section 1.150-2 (the "Reimbursement Regulations"), which are applicable to the Project; and

WHEREAS, the Reimbursement Regulations require this School District to adopt an "official intent" to reimburse itself from taxable or tax-exempt proceeds for certain capital expenditures made and to be made by this School District in connection with the Project; and

WHEREAS, this School District desires to declare its official intent with respect to certain capital expenditures and reimbursement thereof to be made in connection with the Project.

NOW, THEREFORE, BE IT RESOLVED:

1. This School District has and hereafter, from time to time, shall continue to apply money from its general fund (consisting of general tax and related revenues, including proceeds of any tax and revenue anticipation notes), or from any capital reserve or existing bond fund, for the purpose of paying certain expenditures relating to the Project, including fees and expenses of contractors, engineers, architects, surveyors, lawyers, underwriters, paying advertising costs, filing fees, printing costs, cost of acquiring land or rights of way, permit and inspection fees, cost of acquisition and construction of Project facilities and related costs of a capital nature with an economic life of in excess of one (1) year. Such expenditures of accumulated general fund or capital reserve or bond fund revenues were not originally budgeted for this purpose and are not intended to finance the Project on a long term basis, but on an interim basis only.

2. This School District declares its intention to reimburse its general fund (consisting of general tax and related revenues, including proceeds of any tax and revenue anticipation notes), or any capital reserve or bond fund, for such amounts paid for expenditure allocable to the Project from and after the date which is sixty (60) days prior to the date of this Resolution or such other sums which otherwise constitute "preliminary costs" within the meaning of applicable Treasury Regulations, from proceeds of a borrowing by this School District, through the incurrence of taxable or tax-exempt debt, in the appropriate maximum principal amount of up to \$100,000,000. Such

reimbursement shall occur not later than eighteen (18) months after the later of (i) the date on which the original expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. Such debt shall be payable from the general tax and related revenues of this School District.

3. The Board Secretary of this School District is hereby directed to enter this Resolution upon the minutes of this School District and to make it available for general public inspection at the Administration Offices during normal business hours of this School District.

DULY ADOPTED, by the Board of School Directors of the Penn Manor School District, this 18<sup>th</sup> day of July, 2016.

Attest: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
Board President

PENN MANOR SCHOOL DISTRICT

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Board of School Directors hereby certifies that:

1. The foregoing Resolution authorizing certain capital expenditures and reimbursement, was duly moved and seconded and adopted by a majority vote of all the members of the Board of School Directors at a duly called and convened public meeting of said Board held on the 18<sup>th</sup> day of July, 2016, that public notice of said meeting was given as required by law; and that the roll of the Board was called and such members voted or were absent as follows:

Name

Vote

2. Said Resolution has not been altered, amended, modified, suspended and is still in full force and effect as of the date of the delivery of this Certificate.

WITNESS my hand and seal of the Penn Manor School District as of the 18<sup>th</sup> day of July, 2016

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Board Secretary

(SEAL)





Giving business the power to grow®

## PROPOSAL/AGREEMENT

Page 1 of 2

**Customer:** Penn Manor School District  
2950 Charlestown Road  
Lancaster, PA 17603

**Customer Site:** Eshleman and Letort Elementary Schools

**Contact Name:** Denny Coleman  
**Phone:** 717-872-9500 x2238  
**Cell:**  
**Email:** denny.coleman@pennmanor.net  
**Proposal No.:** 16-141

**Contact Name:**  
**Phone:**  
**Cell:**  
**Email:**  
**Proposal Date:** 06/23/2016

**Project:** AV Cabling for Eshleman and Letort Elementary Schools

Mr. Coleman,

Thank you for granting us the opportunity to offer you a proposal for your communications cabling needs. This proposal is for the following scope of work:

- Furnish and install Category-6 and Category-6A plenum rated cabling for Data, HDMI, USB, and Composite AV for projectors and stations drops as per the marked up drawing that you have provided to us.
- Furnish and install projectors and projector mounts for wall and ceiling mounted locations as per the drawings that you have provided to us.
- This proposal includes labor, equipment and miscellaneous mounting materials required to complete the installation.
- Labor for this project reflects current PA Prevailing Wage Rate for Lancaster County, PA.
- Sales tax is excluded from this proposal price.
- This proposal excludes providing and installation of the White Boards.
- The proposal price is lump sum for the work entailed in Eshleman and LeTort.
- The total price for this scope of work is **\$219,990.00, two hundred nineteen thousand nine hundred ninety 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 E. Keller

(Name & Title – Please Print or Type)

Date: 06/23/2016

### 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					
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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

2745 Blackbridge Road York, PA 17406-7920 717-843-1231 717-843-2733 Gettle.com

144 Lakefront Drive Hunt Valley, MD 21030 410-329-2084 410-329-2193



# Pest Elimination Agreement

Visit us at our website: [www.westernpest.com](http://www.westernpest.com)

1. This Agreement authorizes Western Pest Services (hereafter referred to as Western) to provide Pest Elimination service at premise:

BILLING INFORMATION		SERVICE INFORMATION	
DATE <b>7/8/16</b>	NAME <b>PENN MANAR SCHOOL DISTRICT</b>	PREMISE ADDRESS	
WESTERN REP <b>Tom Mayfield</b>	STREET <b>PO BOX 1001</b>	CITY	STATE ZIP
FOR SERVICE CALL	CITY <b>MILLERSVILLE PA</b>	SERVICE AREA DESCRIPTION <b>chrisj@pennmanar.net</b>	
CUSTOMER'S E-MAIL ADDRESS	BILLING CONTACT <b>CARIS JOHNSTON</b>	SERVICE CONTACT <b>717-872-9500</b>	PHONE

2. Pests covered under this Agreement: Cockroaches, mice and rats.

**Service Exclusions. A. Services Requiring a Separate Agreement:** The Customer understands that this Agreement does not cover Termites, Carpenter Ants, Fire Ants, Bed Bugs, or Mosquitoes. Service for these pests requires a separate Agreement or Addendum. The requirement of a separate Agreement or addendum can not be waived by the Customer or any employee or agent of Western.

**B. Additional Exclusions:** This Agreement does not cover Brown Recluse Spiders or mold or any mold-like conditions. This exclusion can not be waived by the Customer or any employee or agent of Western.

Additional pests covered: \_\_\_\_\_

3. **Intensive Treatment:**

Western's goal is to eliminate all pests listed above from the facility by the end of the INTENSIVE treatment period. If the Customer is not satisfied with the results, we will continue treatment to eliminate them at no additional charge. Service fees related to the performance of the INTENSIVE work will not become payable until the Customer is satisfied with the results of the work.

INTENSIVE FEES **N/A** plus tax if applicable

4. **Monthly Service:**

Western's monthly service program provides for inspection and treatment scheduled **Attached** per \_\_\_\_\_ for the pests listed above. It is understood that other pests are not covered by this Agreement. This proposal includes free emergency service during normal working hours. Western's normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. If a pest sighting is reported to Western, we will respond no later than the end of the following business day. If requests for additional service require response at times other than Western's normal business hours, there will be an additional fee. Because Western provides this emergency service, no credit will be given on the monthly charge if regular service is not performed due to a national or legal holiday.

MONTHLY SERVICE FEES **\$542.60** plus tax if applicable

5. While Western obligates ourselves to provide services for the control of pests identified, we do not assume responsibility for damage. Customer, therefore, expressly waives and releases Western from liability for any claim for personal injury (including stings, bites or illnesses) or property damage (to structure or contents) caused by wood destroying organisms, fire ants, pharaoh ants, spiders, ticks, fleas, wasps, bees, or any other pests. Further, Customer waives all claims unless made in writing within one (1) year of treatment or incident, in no event will Western be responsible for consequential damages or loss of use of property.

6. Optional Clause

**3 year fixed pricing to start 9/1/2016 - 8/31/2019**

7. Western reserves the right to refuse performing intensive services if preparations have not been made prior to Western's arrival.

A charge of \_\_\_\_\_ will be made should this occur.

8. Any controversy or claim arising out of or relating to this Agreement or any other agreement between the parties, including but not limited to any tort and statutory claims, and any claims for personal injury or property damage, shall be settled by binding arbitration. Unless the parties agree otherwise, the arbitration shall be administered under the commercial rules of the American Arbitration Association ("AAA"). The parties expressly agree that the arbitrator shall follow the substantive law, including the terms and conditions of this Agreement, and that any arbitration proceeding under this Agreement will not be consolidated or joined with any action or legal proceeding under any other agreement or involving any other premises, and will not proceed as a class action, private attorney general action or similar representative action. Either party has the right to require a panel of three (3) arbitrators, and the requesting party shall be responsible for the cost of the additional arbitrators. Either party may request at any time prior to the hearing that the award be accompanied by a reasoned opinion. The award rendered by the arbitrator(s) shall be final and binding on all parties. Customer and Western acknowledge and agree that this arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.

9. This Agreement is binding on both parties for one (1) year. During this time, Western agrees to provide service as described above at no increase in charges. The Customer agrees to maintain service for the entire year and pay all invoices within 10 days. This Agreement will continue after one year on a month to month basis. Western reserves the right, after the first year, to increase the service charge. The Customer agrees to pay all invoices as stipulated in this Agreement, and to assume collection fees, attorney fees and court costs which may be necessary to collect fees due to Western. Western reserves the right to alter or amend this Agreement if it is not accepted within 30 days.

10. Customer acknowledges that the only terms and conditions of this Agreement are those stated within this document and represents that Customer is not relying on any promise, agreement or statement, whether oral or written, that is not expressly and fully set forth in this Agreement. If any provisions or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement. Provided, however, that as to the paragraph on ARBITRATION, if the sentence precluding the arbitrator from conducting an arbitration proceeding as a class, representative or private attorney general action is found to be invalid or unenforceable then the entirety of the ARBITRATION paragraph shall be deemed to be deleted from this Agreement.

11. A discount of **4%** will be granted if payment is made in full for the year in advance. Check here ☐ if payment is to be made in full.

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_

PENN MANOR SCHOOL DISTRICT, 2016 - 2019

**MONTHLY**

**COST**

ACCOUNT #	LOCATION	2016-2019	2019-2021
48776352	FACILITIES	\$ 34.60	\$ 35.64
18156291	MARTIC	\$ 40.50	\$ 41.72
18156283	HAMBRIGHT	\$ 40.50	\$ 41.72
18156277	ESHLEMAN	\$ 40.50	\$ 41.72
18156292	LETART	\$ 40.50	\$ 41.72
18156278	CENTRAL MANOR	\$ 40.50	\$ 41.72
18156286	CONESTOGA	\$ 40.50	\$ 41.72
18156284	PEQUEA	\$ 40.50	\$ 41.72
18156280	MANOR MIDDLE	\$ 67.50	\$ 69.53
18156290	MARTICVILLE	\$ 67.50	\$ 69.53
18156275	PENN MANOR HIGH	\$ 89.50	\$ 92.19
TOTAL		\$ 542.60	\$ 558.88

PENN MANOR SCHOOL DISTRICT

July 18, 2016 Board Agenda

New employees for the 2016-2017 school year:

Duvall, Jessica M. – secondary professional employee, full-time, permanent position, Masters' Degree, 10 years experience, Step 10, \$55,261+\$1,200 = \$56,461, pending receipt of required documents. Assignment: Learning Support Teacher/Math/Manor Middle School

*Mrs. Duvall graduated from Millersville University with a BS in Elementary Education and Special Education. She earned her Masters' Degree from Wilkes University with a concentration in Classroom Technology. For the past 9 years Jessica worked for the School District of Lancaster as a special education teacher and elementary classroom teacher. Jessica enjoys spending time at the beach with her family, especially her two children, Bryce and Delaney.*

Hartz, Erika R. – secondary professional employee, full-time, permanent position, B.S. Degree, no experience, Step 1, \$43,087 +\$1,200 = \$44,287, pending receipt of required documents. Assignment: Learning Support Teacher/English /Manor Middle School

*Miss Hartz graduated from Bloomsburg University with a BS in early childhood PK-4 and special education PK-8 with a concentration in Language Arts. During her sophomore year at Bloomsburg, Erika spent a semester studying abroad in England. Erika is the director of a summer camp in Elizabethtown for those with disabilities. Erika resides in the Hempfield School District. When she has free time, she loves to spend time with family and friends and enjoys traveling.*

Plumbo, Brian V. – elementary professional employee, full-time, permanent position, B.S. Degree, no experience, Step 1, \$43,087, pending receipt of required documents. Assignment: Grade 5 Teacher/ Martic Elementary School

*Mr. Plumbo graduated from Penn State University with a BS in elementary education. Brian has been employed as a fifth grade teacher in northern Virginia for the past seven years. He and his family will be moving back from Stafford, VA to the Lancaster area. Brian enjoys completing home renovation projects and playing a variety of sports. He is a 2005 Penn Manor graduate and is excited to come back home.*

Stuart, Ashley G. – elementary professional employee, full-time, long-term substitute, first semester, B.S. Degree, no experience, Step 1, \$43,087 +\$1,200 = \$44,287 [\$21,560.83 prorated 88 days plus 4.5 in-service days], pending receipt of required documents. Assignment: Learning Support Teacher/ Hambright Elementary School

*Miss Stuart graduated from Millersville University in May 2016 with a BS in early childhood PK-4 and special education PK-8. Ashley is currently a K-2 autistic support teacher for the extended school year through IU #13. She enjoys being active and participated in cross-country and track and field at Millersville University. Ashley likes spending time outdoors hiking, kayaking, running, and exploring new places.*

PENN MANOR SCHOOL DISTRICT

July 18, 2016 Board Agenda

Change in status [\*] for the 2016-2017 school year:

Almoney, Jill M.\* – elementary professional employee, full-time, permanent position, [change from Conestoga/Eshleman Elementary Schools]. Assignment: Music Teacher/ Elementary Multi-buildings/ TBD

Ashworth, Kathleen B.\* – elementary professional employee, full-time, permanent position, [change from Central Manor/Eshleman Elementary Schools]. Assignment: School Librarian/Central Manor Elementary/Semester 1; Hambright Elementary School/Semester 2

Cantrell, Maggie\* – elementary professional employee, full-time, permanent position, [change from Central Manor/Eshleman Elementary Schools]. Assignment: Art Teacher/Central Manor Elementary School

Ciemiewicz, Lauren\* – secondary professional employee, full-time, permanent position, [change from elementary/secondary professional employee, Central Manor Elementary/Manor Middle/Marticville Middle/Penn Manor High School]. Assignment: Music Teacher/Manor MS/Marticville MS/Penn Manor High School

Collins, Lisa J.\* – elementary/secondary professional employee, full-time, 110%, 209 days, permanent position, [change from elementary professional employee/School Psychologist/Conestoga/Martic/Pequea Elementary Schools]. Assignment: School Psychologist/Marticville Middle/Conestoga/Martic/Pequea Elementary Schools

Dutton, Allan A.\* – elementary professional employee, full-time, permanent position, [change from Martic/Pequea Elementary Schools]. Assignment: Music Teacher/Letort/Martic Elementary Schools

Fisher, Jenna L.\* – elementary professional employee, full-time, permanent position, [change from Conestoga Elementary School]. Assignment: Physical Education Teacher/Pequea Elementary School

Fritz, J. Konrad\* – elementary professional employee, full-time, permanent position, [change from Central Manor/Eshleman/Letort Elementary Schools]. Assignment: Music Teacher/Conestoga/Eshleman Elementary Schools

Hamer, Susan M.\* – elementary professional employee, full-time, permanent position, [change from Conestoga/Hambright/Pequea Elementary Schools]. Assignment: Music Teacher/Pequea Elementary School

Iddings, Tammee\* – elementary professional employee, full-time, permanent position, [change from Grade 5 Teacher/Martic Elementary School]. Assignment: Grade 4 Teacher/Pequea Elementary School

Janssen, Dawn M., Ed.D.\* – elementary professional employee, full-time, permanent position, [change from Martic/Pequea Elementary Schools]. Assignment: Physical Education Teacher/Conestoga/Martic Elementary Schools

Johnson, Andrew M.\* – secondary professional employee, full-time, permanent position, [change from elementary/secondary professional employee, Eshleman Elementary/Manor Middle School/Penn Manor High School]. Assignment: Music Teacher/Penn Manor High School

Nadig, Nancy G.\* – elementary/secondary professional employee, full-time, permanent position, [change from Manor Middle/Conestoga/Hambright/Pequea Elementary Schools]. Assignment: School Librarian/Manor Middle/Marticville Middle Schools/Semester 1; Pequea Elementary School/Semester 2

Paules, Lori A.\* – elementary professional employee, full-time, permanent position, [change from elementary/secondary professional employee, Marticville Middle/Letort/Martic Elementary Schools]. Assignment: School Librarian/Conestoga/Eshleman Elementary Schools/Semester 1; Letort/Martic Elementary Schools/Semester 2

Pierce, Christine A.\* – elementary professional employee, full-time, permanent position, [change from Conestoga/Pequea Elementary Schools]. Assignment: Art Teacher/Pequea Elementary School

Reddig, Agnew W.\* – secondary professional employee, full-time, permanent position, [change from elementary/secondary professional employee, Central Manor Elementary/Marticville Middle School/Penn Manor High School]. Assignment: Music Teacher/Manor Middle School/Marticville Middle School/Penn Manor High School

Showalter, Bradley C.\* – elementary professional employee, full-time, permanent position, [change from Grade 5 Teacher/Hambright Elementary School]. Assignment: Grade 4 Teacher/Hambright Elementary School

Steffy, Jenny L.\* – elementary professional employee, full-time, permanent position, [change from Letort/Martic Elementary Schools]. Assignment: Art Teacher/Letort/Martic Elementary Schools/Semester 1; Conestoga/Eshleman Elementary Schools/Semester 2

Wigerman, Heather B.\* – elementary professional employee, full-time, permanent position, [change from Eshleman/Hambright/Pequea Elementary Schools]. Assignment: Art Teacher/Hambright Elementary School

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
7/18/2016	* ORLICK	KAREN	TRANSPORTATION AIDE	MAINTENANCE BUILDING	AS NEEDED	AS NEEDED	\$10.00	TEMPORARY	AS NEEDED	Aprox August 16, 2016- September 9, 2016
7/18/2016	* JURGAITIS	CHARLENE	ENROLLMENT RELATED AIDE	CENTRAL MANOR	5.00	180	\$9.28	PERMANENT	5.00	For the 2016-2017 school year

2016-2017 NEW EMPLOYEES WITH MENTORS

New Hires' Name	Building	Assignment	Status	Mentor's Name	Stipend
Vita C. Caruso	Pequea	Learning Support/Life Skills	Full-time, Permanent	Stephanie G. Martin	\$900.00
Jessica M. Duval	Manor Middle	Learning Support/Math	Full-time, Permanent	Curtis L. Elledge	\$900.00
Lindsay E. Feger	High School	English	Full-time, Permanent	Holly M. Mercadante	\$900.00
Jenna L. Fisher	Conestoga	Physical Education	Full-time, Permanent	None Needed	n/a
Kyra E. Garling	Letort	Learning Support	Full-time, Permanent	Kara N. Sangrey	\$900.00
Danielle T. Gentile	High School	School Psychologist	Full-time, Permanent, 110%/209 days	Jennifer L. Smyth	\$900.00
Erika R. Hartz	Manor Middle	Learning Support/English	Full-time, Permanent	Curtis L. Elledge	\$900.00
Connie L. Kinser	Central Manor	Kindergarten	Full-time, Permanent	None Needed	n/a
Rhoda A. Marsteller	High School	Secondary School Counselor	Full-time, Permanent, 110%/209 days	Gail L. Ulmer	\$900.00
Teresa M. Rynier	Hambright	Grade 2	Full-time, Permanent	Amy M. Adair	\$900.00
Bradley C. Showalter	Hambright	Grade 4	Full-time, Permanent	Kelley K. Groff	\$900.00
Emily E. Simmons	Marlic	Grade 1	LTS/Semester 1	None Needed	n/a
Katelyn M. Trostle	Marlic	Grade 3	Full-time, Permanent	Lisa M. Bohannon	\$900.00