

Agenda – Committee of the Whole  
Penn Manor School District  
Tuesday, January 17, 2012  
Manor Middle School – Board Room

**EXECUTIVE SESSION**

5:45 – 6:15 Superintendent’s Evaluation

6:15 – 6:45 Personnel

**COMMITTEE OF THE WHOLE**

**7:00**

CALL TO ORDER: Dr. Frerichs

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, February 6, 2012 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES: January 2, 2012  
<http://www.pennmanor.net/boardminutes/>

STUDENT REPORT: Evan Bigler and Sarah Evarts

CITIZEN’S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

**RECOGNITION OF SCHOOL BOARD MEMBERS** – School Director Recognition Month

**Item 1.** Lancaster County CTC Proposed 2012-2013 General Budget –  
(7:20 – 7:35) Mr. Schlotzhauer and Dr. Leichter  
(see packet)

*Explanation: The proposed budget from Lancaster County Career & Technology Center will be reviewed.*

**Approval for Placement on February 6 School Board Meeting Agenda**

**Item 2.**  
(7:35 – 7:40)

Scheduling Board Retreat – Dr. Frerichs

**Information Only**

**Item 3.**  
(7:40 – 7:50)

2012-2013 Budget Workshop Schedule – Mr. Johnston

**Information Only**

**Item 4.**  
(7:50 – 8:20)

2012-2013 Capital Reserve Budget First Draft Presentation –  
Mr. Johnston and Mr. Coleman  
(see pages 3 – 4)

**Information Only**

**Item 5.**  
(8:20 – 8:30)

Disposition of Modular Classrooms – Mr. Johnston

**Approval for Placement on February 6 School Board Meeting Agenda**

**Item 6.**  
(8:30 – 8:40)

CRA Agreement for Hambright Elementary Project – Mr. Johnston  
(see enclosure)

**Approval for Placement on February 6 School Board Meeting 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.

**CAPITAL PROJECTS PLAN - 1ST DRAFT**

Totals do not reflect 20 year cycle renovations

BUILDING	PROJECT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	BUILDING TOTAL
Central Manor							
Central Manor							
	<b>TOTAL - CENTRAL MANOR</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Conestoga	REPLACE WELL CONTROL SYSTEM	\$ 20,000.00					
Conestoga	WATER QUALITY AND MONITORING EQUIPMENT	\$ 6,500.00					
Conestoga	CARPET REPLACEMENT		\$ 35,000.00				
Conestoga	REPLACE DAMAGE DRYWIT ON BUILDING EXTERIOR		\$ 50,000.00				
Conestoga	INSTALL NEW AIR CONDITIONING EQUIPMENT TO OFFICE AND LIBRARY		\$ 55,000.00				
Conestoga	LIGHTING UPGRADE		\$ 500,000.00				
Conestoga	ELECTRICAL SYSTEM UPGRADE		\$ 650,000.00				
Conestoga	NEW EMERGENCY GENERATOR		\$ 65,000.00				
Conestoga	TECHNOLOGY UPGRADE		\$ 180,000.00				
Conestoga	HVAC SYSTEM UPGRADE		\$ 1,500,000.00				
Conestoga	REPLACE FLOOR TILE		\$ 85,000.00				
Conestoga	REPLACE CASEWORK		\$ 300,000.00				
Conestoga	EXPAND SECURITY SYSTEM		\$ 200,000.00				
Conestoga	PURCHASE NEW CLASSROOM FURNITURE		\$ 225,000.00				
Conestoga	PLUMBING SYSTEM UPGRADES		\$ 200,000.00				
Conestoga	EXTERIOR BRICK POINTING AND CAULKING		\$ 100,000.00				
Conestoga	REFINISH GYM FLOOR		\$ 40,000.00				
Conestoga	PAINT BUILDING EXTERIOR		\$ 65,000.00				
Conestoga	20 YEAR LIFE CYCLE BUILDING RENOVATION		\$ 15,000,000.00				
	<b>TOTAL - CONESTOGA</b>	\$ 26,500.00	\$ 1,535,000.00	\$ 2,610,000.00	\$ 105,000.00	\$ -	\$ 4,276,500.00
Eshleman	EXPAND SECURITY SYSTEM		\$ 150,000.00				
Eshleman							
	<b>TOTAL - ESHLEMAN</b>	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00
Hambright							
Hambright							
Hambright	20 YEAR LIFE CYCLE BUILDING RENOVATION		\$ 19,000,000.00				
	<b>TOTAL - HAMBRIGHT</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Letort	CONNECT TO MUNICIPAL WATER	\$ 135,000.00					
Letort	ENERGY CONSERVATION UPGRADES	\$ 30,000.00					
Letort	EXPAND SECURITY SYSTEM		\$ 100,000.00				
	<b>TOTAL - LETORT</b>	\$ 165,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 265,000.00
Martic	WATER QUALITY MONITORING AND SAMPLING EQUIPMENT	\$ 12,000.00					
Martic	WASTE WATER TREATMENT PLANT UPGRADES		\$ 50,000.00				
Martic	EXPAND SECURITY SYSTEM		\$ 125,000.00				
	<b>TOTAL - MARTIC</b>	\$ 12,000.00	\$ 175,000.00	\$ -	\$ -	\$ -	\$ 187,000.00
Pequea	INSTALL MUNICIPAL WATER TO BUILDING	\$ 100,000.00					
Pequea	REPLACE PUBLIC ADDRESS SYSTEM	\$ 135,000.00					
Pequea	HVAC UPGRADES		\$ 1,500,000.00				
Pequea	ELECTRICAL UPGRADE		\$ 350,000.00				
Pequea	PLUMBING SYSTEM UPGRADES		\$ 225,000.00				
Pequea	INSTALL NEW EMERGENCY GENERATOR		\$ 65,000.00				
Pequea	UPGRADE EXISTING LIGHTING		\$ 550,000.00				
Pequea	REPLACE SHINGLE ROOF OVER LIBRARY		\$ 150,000.00				
Pequea	INSTALL NEW CEILING TILES		\$ 200,000.00				
Pequea	EXPAND SECURITY SYSTEM		\$ 200,000.00				
Pequea	PAINT BUILDING EXTERIOR		\$ 125,000.00				
Pequea	TECHNOLOGY SYSTEM UPGRADES		\$ 300,000.00				
Pequea	REPLACE EXISTING CASEWORK		\$ 380,000.00				
Pequea	PURCHASE NEW CLASSROOM FURNITURE		\$ 225,000.00				

**CAPITAL PROJECTS PLAN - 1ST DRAFT**

Totals do not reflect 20 year cycle renovations

BUILDING	PROJECT	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	BUILDING TOTAL
Pequea	20 YEAR LIFE CYCLE BUILDING RENOVATION						
	<b>TOTAL - PEQUEA</b>	\$ 235,000.00	\$ 9,000,000.00	\$ 425,000.00	\$ 605,000.00	\$ -	\$ 4,505,000.00
Marticville Middle	WATER QUALITY MONITORING AND SAMPLING EQUIPMENT	\$ 8,000.00					
Marticville Middle	WASTE WATER TREATMENT PLANT UPGRADES		\$ 200,000.00				
Marticville Middle	EXPAND SECURITY SYSTEM		\$ 200,000.00				
	<b>TOTAL - MARTICVILLE</b>	\$ 8,000.00	\$ 400,000.00	\$ -	\$ -	\$ -	\$ 408,000.00
Manor Middle	ENERGY CONSERVATION UPGRADES	\$ 200,000.00					
Manor Middle	INSTALL NEW PUBLIC ADDRESS SYSTEM	\$ 160,000.00					
Manor Middle	PAVE PARKING SURFACES	\$ 250,000.00					
Manor Middle	EXPAND SECURITY SYSTEM		\$ 250,000.00				
Manor Middle	INSTALL INDEPENDENT AIR CONDITIONING TO OFFICES		\$ 75,000.00				
Manor Middle	REFINISH GYM FLOOR		\$ 35,000.00				
Manor Middle	SIDEWALK REPAIRS		\$ 75,000.00				
Manor Middle	PAINT BUILDING		\$ 165,000.00				
Manor Middle	REPLACE FIRST FLOOR TERRAZZO		\$ 200,000.00				
Manor Middle	LIGHTING UPGRADES		\$ 750,000.00	\$ 750,000.00			
Manor Middle	ELECTRICAL SYSTEM UPGRADE		\$ 700,000.00	\$ 700,000.00			
Manor Middle	NEW EMERGENCY GENERATOR		\$ 85,000.00	\$ 85,000.00			
Manor Middle	HVAC UPGRADES		\$ 2,500,000.00	\$ 2,500,000.00			
Manor Middle	REPLACE CEILING TILES		\$ 225,000.00				
Manor Middle	20 YEAR LIFE CYCLE BUILDING RENOVATION			\$ 20,000,000.00			
	<b>TOTAL - MANOR MIDDLE</b>	\$ 610,000.00	\$ 2,335,000.00	\$ 4,260,000.00	\$ -	\$ -	\$ 7,205,000.00
High School	REPOINT BRICK, CAULK WINDOWS AND EXPANSION JOINTS	\$ 100,000.00		\$ 100,000.00			
High School	PAVING REPAIRS AND REPLACEMENT	\$ 25,000.00	\$ 400,000.00				
High School	ENERGY CONSERVATION UPGRADES	\$ 250,000.00					
High School	CARPET REPLACEMENT IN VARIOUS AREAS	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00		
High School	SCOREBOARD REPLACEMENT	\$ 7,500.00					
High School	SIDEWALK REPAIRS	\$ 50,000.00		\$ 50,000.00			
High School	REPLACE DOOR HARDWARE	\$ 75,000.00		\$ 90,000.00			
High School	CLEAN EXISTING DRYVIT	\$ 25,000.00					
High School	REMODEL CENTRAL COMPLEX RESTROOMS	\$ 30,000.00					
High School	REPAIR BRICK WALL AT AUDITORIUM		\$ 200,000.00				
High School	ELECTRICAL SYSTEM UPGRADE		\$ 5,000,000.00				
High School	LIGHTING SYSTEM UPGRADE		\$ 1,500,000.00				
High School	HVAC SYSTEM UPGRADE		\$ 8,000,000.00				
High School	PLUMBING SYSTEM UPGRADES		\$ 150,000.00				
High School	REFURBISH CHILLERS		\$ 100,000.00				
High School	WRESTLING AND AUXILIARY GYM RENOVATIONS			\$ 1,500,000.00			
High School	20 YEAR LIFE CYCLE BUILDING RENOVATION				\$ 35,000,000.00		
	<b>TOTAL - HIGH SCHOOL</b>	\$ 612,500.00	\$ 7,150,000.00	\$ 8,490,000.00	\$ 1,550,000.00	\$ 100,000.00	\$ 17,902,500.00
District	PURCHASE NEW DISTRICT VAN	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00			
District	PURCHASE NEW MOWING AND GROUNDS EQUIPMENT	\$ 55,000.00	\$ 45,000.00	\$ 45,000.00			
District	PURCHASE NEW DISTRICT MAINTENANCE VEHICLE		\$ 40,000.00			\$ 45,000.00	
District	PURCHASE NEW MAN LIFT	\$ 40,000.00					
	<b>TOTAL - DISTRICT</b>	\$ 125,000.00	\$ 115,000.00	\$ 75,000.00	\$ -	\$ 45,000.00	\$ 360,000.00
Comet Field	RENOVATE HONEYBUCKLE FIELD	\$ 75,000.00					
	<b>TOTAL - COMET FIELD</b>	\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00
	<b>OVERALL TOTAL</b>	\$ 1,869,000.00	\$ 15,200,000.00	\$ 15,860,000.00	\$ 2,260,000.00	\$ 145,000.00	\$ 35,334,000.00

Agenda – School Board Meeting  
Penn Manor School District  
Tuesday, January 17, 2012  
Manor Middle School – Board Room  
At Conclusion of the Committee of the Whole

CALL TO ORDER:

MOMENT OF SILENCE Dr. Frerichs

FLAG SALUTE: Dr. Frerichs

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, February 6, 2012 following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES: January 2, 2012  
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

TREASURER’S REPORT: December 2011

PAYMENT OF BILLS: December 2011  
<http://www.pennmanor.net/blog/category/tr/>

General Fund	\$	3,932,879.49
Cafeteria Fund	\$	182,668.55
Capital Reserve Fund	\$	62,207.30
Technology Capital Reserve	\$	2,360.00
2010 Construction Fund	\$	46,925.34
Student Activity Fund	\$	54,389.43

**Item 1.**      **Review of School Board Meeting Agenda** – Dr. Frerichs

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

- A.    Budget Transfers listed on Penn Manor’s web page (<http://www.pennmanor.net/tr/>).
- B.    Tax Exonerations as cited (see page 5).
- C.    Rezone the Manor Middle School Property – the execution and filing of the petition to rezone the Manor Middle School property from R-Rural to RL1-Low Density Residential Flex Zone (see pages 6 – 7).
- D.    ThyssenKrupp Elevator Maintenance Agreement – 5 year maintenance agreement for full maintenance coverage including parts, labor and testing the elevator at Central Manor Elementary School at the base annual cost of \$1,560 (see pages 8 – 12).
- E.    Electricity Demand Response Program Agreement to extend the current Curtailment Services Agreement with ClearChoice Energy through May 31, 2013.

*Explanation: the electricity demand response program is a conservation program that enables electricity consumers to receive cash payments for reducing their electric consumption in response to high prices or during an emergency on the electricity grid. The agreement would extend participation for an additional year.*

**Item 3.**      **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 2011-2012 school year (see pages 13 – 14).
- B.    Substitute Teachers within the school district until such time that either the school district or the individual would opt to have their name deleted from the substitute teacher list:
  - Nichole a. Blough
  - Mark C. Flatt
  - Ryan M. Landgraff
  - Tara E. Loew
  - Adam W. Reynolds
  - Patricia A. Vernon

- C. Tenure for the individuals listed as they have completed the requirement of three years of satisfactory teaching performance with the school district:

Amanda J. Helwig  
Anastasia K. Marmer

*Explanation: Professional employees in the Commonwealth of Pennsylvania acquire tenure after satisfactory teaching performance for three years (statutorily designated period).*

- E. Spring Musical Co-curricular positions to the individuals cited for the 2011-2012 school year:

Musical Director	Melissa Telesco	\$ 4,898
Musical Asst. Director	Melissa Mintzer	\$ 3,099
Musical Asst. Director	Carole Shellenberger	\$ 800
Musical Set Design	Mark Dennis	\$ 836
Musical Art Design	Mark Dennis	\$ 836
Musical Set Construction Supervisor	Mark Dennis	\$ 1,600
Musical Accompanist	Lauren Forbes	\$ 700
Musical Costume Coordinator	Elizabeth Sheerer	\$ 1,600
Musical Vocal Assistant	Lauren Forbes	\$ 800
Musical Orchestra	Sara Riccardi	\$ 2,008

*Explanation: Co-curricular Spring Musical Positions are approved annually based upon rosters submitted by the high school principal. The total salary expense for the musical was allocated by the Musical Director.*

- F. Leave to the individual according to the terms listed:

Professional Employee:

Employee D2 – December 8, 2011 – January 11, 2012, Designated Family Medical

- G. Mentors for the 2011-2012 school year as listed:

Kevin Bower - \$788 for Megan Quinn (change from previous approved amount)  
Christine Harman - \$394 for Erika Martin  
Carrie Aukamp - \$820 for Thomas Reustle

*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.*

- H. Retirement of the individual listed below per the effective date cited:

Susan Kelshaw, Transportation Directed, July 27, 2012

ADJOURNMENT

#### SCHEDULING AN APPEARANCE ON THE AGENDA

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PENN MANOR SCHOOL DISTRICT - January 17, 2012  
 2011 REAL ESTATE TAX EXONERATION  
 2011 REAL ESTATE TAX EXONERATION - INTERIM

<u>BILL NO.</u>	<u>NAME</u>	<u>PARCEL ID</u>	<u>REASON</u>	<u>ASSESSMENT CHANGE</u>	<u>TAX DOLLARS LOST</u>
<b>MANOR TOWNSHIP</b>					
41011-3-4936	NELSON, SUSAN J	4101856300000	DISABLED VETERAN	\$ 100,400.00	\$ 1,675.68
41011-4-7903	FIELDCREST ASSOCIATES	4103481700000	ASSESSMENT DATA CHANGES	\$ 277,400.00	\$ 5,010.31
<b>MARTIC TOWNSHIP</b>					
43011-4-2411	METZLER, J DOUGLAS	4307391900000	APPEAL DECISION	\$ 251,600.00	\$ 3,849.28
<b>PEQUEA TOWNSHIP</b>					
51011-4-2004	ASHWAY, KAITLYN ESTATE	5103734200000	APPEAL DECISION	\$ 10,200.00	\$ 156.05
51011-4-2002	WEE THOMAS & KACA	5103149500000	APPEAL DECISION	\$ 11,200.00	\$ 171.35

**BEFORE THE BOARD OF SUPERVISORS OF MANOR TOWNSHIP  
LANCASTER COUNTY, PENNSYLVANIA**

**IN RE: PETITION OF PENN MANOR SCHOOL DISTRICT :  
TO REZONE A PARCEL OF LAND CONTAINING :  
APPROXIMATELY 49.997 ACRES FROM R-RURAL TO :  
RL1 – LOW DENSITY RESIDENTIAL FLEX ZONE :**

**PETITION TO REZONE**

1. Petitioner is Penn Manor School District, with its principal office at 2950 Charlestown Road, Lancaster, PA 17603 (“Petitioner”).
2. Petitioner owns a parcel of land in Manor Township consisting of approximately 49.997 acres, located off of Charlestown Road and Ironstone Road. The property is identified as Property ID # 4H-3-16 (the “Property”). A site plan and a legal description of the Property are attached hereto as Exhibits “A” and “B” respectively.
3. The Property is currently zoned R-Rural under the Manor Township Zoning Ordinance and Map. A portion of the Property currently contains Manor Middle School. Although the lot coverage of Manor Middle School exceeds the maximum lot coverage for the R-Rural Zone, which is the lesser of 30% or 15,000 square feet (Zoning Ordinance § 202.7), Manor Middle School is permitted as a dimensional nonconformity.
4. Another portion of the Property is undeveloped. Petitioner wishes to build a new elementary school on the undeveloped portion of the Property, to replace Hambright Elementary School.
5. The playing field area for the new elementary school will also be partially located on a separate unimproved parcel of land owned by Petitioner, which is adjacent to the Property and identified as Property ID # 410-70753-0-0000 (the “Adjacent Property”). The Adjacent

Property is zoned RL1- Low Density Residential Flex Zone. Petitioner plans to file a land development plan at a later date to combine these 2 lots.

6. Because Manor Middle School already exceeds the maximum lot coverage within the R-Rural zone as a nonconforming use, an additional new elementary school would not be permitted on the Property as currently zoned. However, the lot coverage limit of 40% for the RL1-Low Density Residential Flex Zone (Zoning Ordinance § 217.4) would allow for addition of the new elementary school on the Property.

7. Petitioner respectfully requests that the Zoning Ordinance and Map of Manor Township be amended to change the zoning of the Property from R-Rural to RLI- Low Density Residential Flex Zone.

8. Rezoning the Property from R-Rural Zone and RL1-Low Density Residential Flex Zone is consistent with the public health, safety and welfare of the community. Specifically, the intended use of a public school is permitted as a “public use” in both R-Rural Zone and RL1-Low Density Residential Flex Zone. Under current zoning, Manor Middle School is allowed as a nonconforming use on the Property. The new elementary school would be a permitted use, but the zoning change is needed to comply with maximum lot coverage requirements. Also, the Adjacent Property is currently zoned RL1- Low Density Residential Flex Zone, and surrounding properties are zoned R-Rural Zone or A-Agricultural. Thus, converting zoning of the Property to RLI- Low Density Residential Flex Zone would be compatible with surrounding uses, and would not adversely impact the character of the community.

PENN MANOR SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Richard L. Frerichs  
President of Board of School Directors

# Gold Maintenance Agreement

TK-424-2062

**Purchaser:** Penn Manor School District  
2950 Charlestown Rd.  
Lancaster, PA 17603  
Hereinafter referred to as "Purchaser", "you", and "your".

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

**By:** ThyssenKrupp Elevator Corporation  
56- B Grumbacher Rd.  
York, PA 17406  
Telephone: (717)767-5600Ext 301, (717)818-0797  
Fax: (866)785-6085  
E-Mail: paul.brodbeck@thyssenkrupp.com  
Internet: www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

## GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

### *Equipment To Be Maintained*

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Central Manor Elementary	1	ThyssenKrupp	Hydraulic	Passenger	EAN-336

**ThyssenKrupp Elevator**  
Americas Business Unit



**ThyssenKrupp**

# Gold Maintenance Agreement

## Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 7:30 AM to 4:00 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and wire ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

## Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

## Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

## Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

## Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from VISTA Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

## Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

**VIEW®** (Check box if included)

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

## Gold Maintenance Agreement

**VISTA®** (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

**SoundNet®** (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners.

**Periodic Safety Testing** (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those as required periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those as required periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special considerations regarding Periodic Safety Testing are set forth below.

**Product Information.** You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

**Safety.** You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

**Other.** You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

**Items Not Covered.** We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

**Other Conditions.** With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and

## Gold Maintenance Agreement

discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

**Price.** The price for the services as stated in this agreement shall be One Hundred Thirty dollars (\$ 130.00) per month, excluding taxes, payable quarterly in advance.

**Term.** This agreement is effective for five (5) years starting December 16, 2011 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive five (5) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days but not more than 120 days before the end of the initial five (5) year period, or at least ninety (90) days but not more than 120 days before the end of any subsequent five (5) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

**Annual Price Adjustments.** Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

**Early Payment Discount.** You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

**Overdue Invoices.** A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

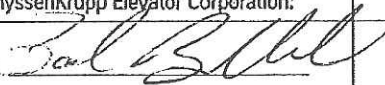
**Acceptance.** Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

Elevator Maintenance Agreement  
TK GA 05/10

TK-424-2062  
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# Gold Maintenance Agreement

ThyssenKrupp Elevator Corporation:	Penn Manor School District	ThyssenKrupp Elevator Corporation Approval:
By:  (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
<p style="text-align: center;">                         Paul Brodbeck                          Service Account Manager                          (717)767-5600Ext 301                     </p>	<p style="text-align: center;">                         _____                          (Print or Type Name)                     </p> <p style="text-align: center;">                         _____                          (Print or Type Title)                     </p>	<p style="text-align: center;">                         _____                          (Print or Type Name)                     </p> <p style="text-align: center;">                         _____                          (Print or Type Title)                     </p>
<p style="text-align: center;">                         January 11, 2012                          (Date Submitted)                     </p>	<p style="text-align: center;">                         _____                          (Date of Approval)                     </p>	<p style="text-align: center;">                         _____                          (Date of Approval)                     </p>

PENN MANOR SCHOOL DISTRICT

January 17, 2012 Board Agenda

New employees for the 2011-2012 school year:

Alexander, Melissa L. – elementary professional employee, full-time, long-term substitute, retroactive to August 29, 2011, B.S. Degree, no experience, Step 1, \$40,987 [\$19,951.12 prorated 87 days plus 5 in-service days], pending receipt of required documents. Assignment: Grade 2 Teacher/Martic Elementary School

*Melissa moved to the Lancaster area from Canada, in June of 2008. She resides in Mount Joy with her husband who is a Penn Manor graduate. She obtained a Bachelor of Arts and a Bachelor of Science degree before beginning her career in education. Melissa served as a Title I Reading Aide at Martic during the 2010-2011 school year. She was hired as an extended day-to-day substitute in grade 2 at Martic at the beginning of the 2011-2012 school year. As of January 18<sup>th</sup>, this position will be changing from an extended day-to-day substitute to a long-term substitute position and Melissa has been recommended to continue in this position.*

Birch, Jerrell – elementary professional employee, full-time, long-term substitute, second semester, B.S. Degree, no experience, Step 1, \$40,987 [\$20,601.70 prorated 94 days plus 1 in-service day], pending receipt of required documents. Assignment: Grade 6 Teacher/Hambright Elementary School

*Jerrell graduated from Millersville University in December of 2011. He student taught in grade 6 for the entire fall semester at Central Manor. He was very successful in his student teaching placement and is now being recommended to fill the position of long-term substitute at Hambright in grade 6 beginning January 18<sup>th</sup>. We are excited to have Jerrell join the Hambright staff and we look forward to him sharing his diverse background and expertise with our students. He resides in Lancaster with his wife and daughter.*

Martin, Erika M. – secondary professional employee, full-time, permanent position, retroactive to January 2, 2012, B.S. Degree, no experience, Step 1, \$40,987 [\$22,987.16 prorated 104 days plus 2 in-service days], pending receipt of required documents. Assignment: Science Teacher/Marticville Middle School

*Erika Martin will replace Kelly Musser in 8<sup>th</sup> grade science at Marticville Middle School. She has been substituting at Marticville for Grade 7 science since the beginning of the school year. She is a graduate of Lancaster Catholic High School and West Chester University with a degree in Secondary Education and Biology.*

**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
1/17/2012	NEY	CHARLOTTE	SUPPORT STAFF SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 1/17/2012
1/17/2012	NULL	STACI	HEALTH ROOM SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 1/17/2012
1/17/2012	NIXON	DEBORAH	HEALTH ROOM SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 1/17/2012
1/17/2012	MILLER	KATELIN	ERA - Academic Support	CENTRAL MANOR	4.50	180	\$ 9.02	For the 2011-12 School Year Only	4.50	Effective 1/17/2012 Enrollment Related - 2011-12 School Year
1/17/2012	* ROHRER	JENNIFER	ERA - Academic Support	CENTRAL MANOR	0.50	180	\$ 9.26	For the 2011-12 School Year Only	5.00	Effective 1/17/2012 Enrollment Related - 2011-12 School Year
1/17/2012	* SOURBEER	LEONA	ERA-LST	LETORT	0.75	181	\$ 9.90	For the 2011-12 School Year Only	3.75	Effective 1/23/2012 Enrollment Related - 2011-12 School Year
1/17/2012	* ARMSTRONG	JAYMI	ERA-LST	LETORT	6 hrs/Day 2 days/Week	181	\$ 10.38	For the 2011-12 School Year Only	6 hrs/Day 2 days/Week	Effective 1/23/2012 Enrollment Related - 2011-12 School Year
1/17/2012	GALLAGHER	HEATHER	ERA-LST	LETORT	6 hrs/Day 3 days/Week	181	\$ 9.90	For the 2011-12 School Year Only	6 hrs/Day 3 days/Week	Effective 1/23/2012 Enrollment Related - 2011-12 School Year
1/17/2012	SIEGER	JENNIFER	ERA-LST	HAMBRIGHT	3.00	181	\$ 9.90	For the 2011-12 School Year Only	3.00	Effective 1/2/2012 Enrollment Related - 2011-12 School Year
1/17/2012	CLARK	ALEIGHA	ERA-LST	MANOR MIDDLE	2.50	181	\$ 9.90	For the 2011-12 School Year Only	5.00	Effective 1/17/2012 Enrollment Related - 2011-12 School Year
1/17/2012	CLARK	ALEIGHA	TITLE / ASSISTANT	MANOR MIDDLE	2.50	181	\$ 15.00	For the 2011-12 School Year Only	5.00	Effective 1/17/2012 Enrollment Related - 2011-12 School Year
1/17/2012	* TROY	PAULA	PART TIME CUSTODIAN	MANOR MIDDLE	4.00	180	\$ 9.71	Permanent	4.00	Effective 1/23/12
1/17/2012	* HOANG	NAM	CUSTODIAN	HIGH SCHOOL	8.00	261	\$ 9.90	Permanent	8.00	Effective 1/23/12
1/17/2012	WAY	REBECCA	FOOD SERVICE SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 1/17/2012

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

\* signifies a change in status