

Agenda – Committee of the Whole
Penn Manor School District
Monday, June 18, 2012
Manor Middle School – Board Room

Dinner

4:40

Act 34 Hearing – Manor Middle School Auditorium

5:00 Hambright Elementary School

EXECUTIVE SESSION

6:15 Personnel

6:30 Student Matter

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, July 16, 2012 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES: June 4, 2012
<http://www.pennmanor.net/boardminutes/>

CITIZEN'S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

- August 20 Opening day, High School, 8:00

Item 1.

(7:15 – 7:25)

Recognition – Dr. Leichliter and Dr. Frerichs

Miss Maria Vita

Kristen Longsderff

Item 2.
(7:25 – 7:45)

Penn Manor/Millersville University Mentoring Program –
Mrs. Melissa Ostrowski and Mrs. Deb Meckley

Information Only

Item 3.
(7:45 – 8:05)

Update on Athletic Measures of Success – Mr. Roth

Information Only

Item 4.
(8:05 – 8:25)

Act 1 Slots Distribution – Mr. Johnston

Approval for Placement on the June 18 School Board Meeting Agenda

Item 5.
(8:25 – 8:55)

2011-2012 Proposed Final Budget – Mr. Johnston
(see enclosure)

Explanation: The 2012-2013 proposed final budget will be presented.

Approval for Placement on the June 18 School Board Meeting Agenda

Item 6.
(8:55 – 9:15)

Committed Fund Balance – Mr. Johnston
(see enclosure)

Approval for Placement on the June 18 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.

Agenda – School Board Meeting
Penn Manor School District
Monday, June 18, 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, July 16, 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: June 4, 2012
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

PAYMENT OF BILLS: May 2012
<http://www.pennmanor.net/blog/category/tr/>

General Fund	\$	2,945,936.30
Cafeteria Fund	\$	60,936.07
Capital Reserve Fund	\$	2,234.51
Technology Capital Reserve	\$	52,339.30
2010 Construction Fund	\$	76,924.72
Student Activity Fund	\$	38,270.94

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

Item 2. Consent Agenda for the Committee of the Whole Meeting – The committee is recommending approval of the following: (ROLL CALL)

- A. Adoption of the 2012-2013 Final Budget – Items regarding the adoption of the 2012-2013 Penn Manor School District budget:
 - 1. Adoption of the final budget for 2012-2013 listing expenditures in the amount of \$66,130,149.
 - 2. Authorization of the intent to levy taxes necessary for the support of the budget under act 511.
 - 3. Adoption of a resolution for approval of the Final Budget for the General Fund (see page 7).
 - 4. Adoption of a resolution for approval of the 2011 Annual Tax Levy Resolution (see pages 8 – 9).
 - 5. Adoption of a resolution authorizing installment payments (see page 10).

- B. Act 1 Slots Distribution – The 2012 Homestead and Farmstead Exclusion Resolution as per the attached resolution (see pages 11 – 13).

- C. Committed Fund Balance – The Resolution for Commitment of June 30, 2012 Fund Balance (see page 14).

- D. Custodial Lead Worker job description for high school second shift to aide in supervising/monitoring custodial operations and event management (see pages 15 – 17).

Explanation: Per a review of current operations and proposed departmental changes, the administration is recommending this position to assist in coordinating and monitoring evening cleaning and events at the High School. This position would replace an existing custodian, not create a new position.

- E. Maintenance Supervisor job description for the maintenance department to aide in scheduling/supervising/monitoring maintenance operations throughout the district (see pages 18 – 21).

Explanation: Per a review of current operations and proposed departmental changes, the administration is recommending this position to assist in scheduling, supervising and monitoring the maintenance department. This position would replace an existing maintenance position, not create a new position.

Item 3. 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. 2012-2013 School Breakfast and Lunch Prices as cited (see page 22).

Explanation: Modest increases to tiered lunch and breakfast prices are requested for students and adults. Student tiered pricing has not been adjusted since 2009-2010.

- C. Trane Tracer ES Express Graphical Interface Proposal as cited (see pages 23 – 27).

Explanation: Provides web based access to the building control system at Manor Middle School.

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 2012-2013 school year (see pages 28 – 29).

- B. Substitute Pay Rates for the 2012-2013 school year:

1. Daily Substitute Teacher Pay Rate – daily rate of \$100, no fringe benefits, except that, if the daily substitute teacher is assigned to and works for 15 days in the same position, the daily rate shall be \$216 (100% of beginning salary daily rate rounded to the nearest dollar.) This daily rate of \$216 shall begin on the 16th day and continue for each day the employee is assigned to that identical position for the 2012-2013 school year.

Explanation: Rate remains unchanged from the previous year.

2. Long-term Substitute Teachers – (those persons employed in professional positions and whose employment at the time of hiring is expected to continue for one semester or more) shall be paid a per diem rate equal to the starting salary for the applicable credit column divided by 189 days in 2012-2014 per the Negotiated Agreement with fringe benefits as defined by the Negotiated Agreement.

3. Support Staff Substitute Pay Rates – as noted below:

Athletic Trainer - \$20.00 per hour
Food Service Sub - \$8.50 per hour
Food Service Manager Sub Hourly Rate Differential - \$.80 (elementary)
Food Service Manager Sub Hourly Rate Differential - \$.85 (secondary)
Food Service Banquet Hourly Rate Differential - \$2.50
Custodial Sub -- \$8.50 per hour
Clerical Sub - \$8.50 per hour
Building Aide Sub - \$8.50 per hour
Learning Support Aide Sub - \$8.50 per hour
Healthroom Tech Aide Sub - \$11.00 per hour
Healthroom Tech Nurse Sub for RN - \$14.81 (elementary)
Healthroom Tech Nurse Sub for RN - \$14.12 (secondary)

Explanation: Rates remain unchanged from the previous year.

- C. Department Coordinator Stipend Calculation used to determine Department Coordinator stipends for the 2012-2013 school year (see page 30).

Explanation: The rate calculation has remained unchanged since 2009-2010.

- D. Department Coordinator Fringe Benefits – The superintendent is recommending approval of the following benefits for Department Coordinators.
- Governance for all benefits not defined below shall be aligned with those benefits outlined in the Penn Manor School District Negotiated Agreement.
 - Life insurance in an amount equal to that stated in the Negotiated Agreement plus \$10,000.
 - The district shall pay the cost of tuition according to the terms and conditions contained in the Negotiated Agreement, but in an amount of \$250.00 above the maximum as stated therein.
 - The district shall reimburse employees for membership in professional organizations at \$100.00 per annum. A maximum of \$300.00 is available dependent upon expended funds in an individual tuition reimbursement. All such payments shall require the approval of the Superintendent.

Explanation: The benefits stated above represent no change over the current benefit levels.

- E. Tolerance Services provided by Quay Hanna at a rate of \$47.50 per hour for 660 hours for a total of \$31,350 for the 2012-2013 school year.

Explanation: The rate and hours have remained unchanged since 2009-2010.

- F. Administrative Salaries – The Superintendent is recommending approval of the administrative salaries for the 2012-2013 school year (available upon request).

- G. Support Staff Salaries for the 2012-2013 school year (available upon request).

- H. Board Secretary Services – The administrative staff is recommending approval for Paula E. Howard to receive \$3,110 for her services as Board Secretary for the 2012-2013 school year.

Explanation: The rate remains unchanged from the previous year.

- I. Wellness Coordinator -- Dawn Janssen to receive \$2,500 for her services as Wellness Coordinator for the 2012-2013 school year.

Explanation: This position was created in the most recent contract to aid the district in implementing wellness initiatives.

- J. Nurse Substitute Caller Stipend for contacting/arranging substitute services for health rooms for the 2012-2013 school year for a stipend of \$2,500.

Kathy Campbell

K. 2012/2013 Band Positions for the 2012-2013 school year.

Marching Band Director	Tom Mumma	\$5,861
Brass Instructor	Dan Meeker	\$1,333
Brass Instructor	Dan Stauffer	\$1,333
Winter Guard Instructor	Katie Roberts	\$823
Woodwind Instructor	Ashley Weer	\$1,333
Percussion	RC Youse	\$1,025
Visual Captain Head	George Blakely	\$1,025
Guard Instructor	Katie Roberts	\$1,538

L. Rates for Co-curricular Work for the 2012 – 2013 school year as cited (see page 31).

Explanation: Rates for co-curricular work are reviewed annually. Presented rates have been held constant since 2008-2009.

M. Resignations of the individual listed per the effective date.

- Amanda Helwig, elementary teacher, effective August 20, 2012
- Daniel Martino, elementary principal, effective June 30, 2012
- Kathy Spang, secondary teacher, effective June 7, 2012
- Nicholas Swartz, secondary teacher, effective August 20, 2012

N. Retirement of the individual listed per the effective date:

- James Spackman, custodian, Marticville Middle School, effective July 20, 2012

O. Leaves to the individuals according to the terms listed:

Professional:

- Employee B7 – Family Medical, August 17 – November 8, 2012
- Employee B8 – Family Medical, August 1 – 24, 2012

Classified:

- Employee B9 – Designated Family Medical, May 8 – June 3, 2012

P. Employee Group Agreements (copies available upon request).

- Act 93
- Administrative Leadership Team Compensation Plan
- Administrative Support Compensation Plan

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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PENN MANOR SCHOOL DISTRICT

Final Budget for General Fund Approval Resolution

RESOLVED, by the Board of School Directors of Penn Manor School District, as follows:

1. The proposed Final Budget of the School District for the 2012- 2013 fiscal year on form PDE-2028 as presented to the School Board is adopted as a Final Budget for the School District General Fund in the amount of \$66,130,149.

PENN MANOR SCHOOL DISTRICT

2012 Annual Tax Levy Resolution

RESOLVED, by the Board of School Directors of Penn Manor School District, that taxes are levied for school purposes for the school year beginning July 1, 2012, subject to the provisions of the Local Tax Collection Law, as follows:

1. **Real estate tax.** Real estate tax of 16.97 mills (or \$16.97 per \$1,000 of assessment) on the assessed value of all real property taxable for school purposes in this School District. (Levied under School Code §§ 672 and 673.)
2. **Interim real estate tax.** Interim real estate tax of 16.97 mills (or \$16.97 per \$1,000 of assessment) on the assessed value of taxable real property, as stated in interim real estate assessment notices, that constitutes construction of a building, an improvement to a building, or other improvement to real property, not otherwise exempt from taxation. The interim real estate tax is part of the real estate tax levy, and applies to the assessed value of taxable real property not included in the initial tax duplicate used in issuing initial real estate tax notices for the school year. Tax assessors are directed to inspect and assess all taxable real property in the School District to which any improvement has been made, and to give notice of change in assessed value as required by law. The interim real estate tax applies for that proportionate part of the School District fiscal year remaining after the property was improved. (Levied under School Code § 677.1.)
3. **Utility realty used to generate electricity.** The real estate tax and the interim real estate tax apply to all real property taxable for school purposes, including all property listed in the definition of “utility realty” under § 8101-A(3) of the Public Utility Realty Tax Act, that was classified in such definition as “utility realty” prior to January 1, 2000, and that was removed from such definition effective January 1, 2000, because used in generating electricity. The tax applies to such property to the maximum extent permissible under the Pennsylvania Constitution and the Public Utility Realty Tax Act.
4. **Tax due date/delinquent status.**
 - a. The real estate tax is due and payable on July 1, 2012, and this will be the date of the tax notice issued to the owner for real estate tax other than interim real estate tax. Unless installment payment has been elected under the Penn Manor School District Real Estate Tax Installment Payment Plan, the real estate tax is delinquent if not paid in full within four (4) months after the date of the tax notice issued to the owner – by October 31, 2012, for tax other than interim real estate tax.
 - b. The interim real estate tax is due and payable on the first day of the month after the month in which any improvement or addition to real property has been made. The interim real estate tax is delinquent if not paid in full within four (4) months after the date of the tax notice issued to the owner.

5. **Discount and penalty.** All taxpayers are entitled to a discount of two percent (2%) from the amount of the real estate tax or interim real estate tax by making payment of the entire tax amount within two (2) months after the date of the tax notice – by August 31, 2012, for tax other than interim real estate tax. Unless installment payment has been elected under the Penn Manor School District Real Estate Tax Installment Payment Plan, a taxpayer will be charged a penalty of ten percent (10%) of the tax, which penalty will be added to the tax, if the tax is not paid in full within four (4) months after the date of the tax notice – by October 31, 2012, for tax other than interim real estate tax. (Discount and penalty rules established under Local Tax Collection Law, 72 P.S. § 5511.10.)

6. **Severability.** The provisions of this resolution are severable and, if any section, clause, sentence, part or provision is determined to be illegal, invalid or unconstitutional, such determination will not affect or impair any of the remaining sections, clauses, sentences, parts or provisions of this resolution. It is declared to be the intent of this school district that this resolution would have been adopted even if any such illegal, invalid or unconstitutional section, clause, sentence, part or provision had not been included in this resolution.

7. **Continuation of other taxes.** The Board has previously imposed other taxes that do not require an annual levy. Without modifying or amending such taxes in any manner, the Board ratifies continuation of the following previously imposed taxes that do not require an annual levy:

a. **Real estate transfer tax.** Real estate transfer tax of 1.0%. (School District receives .5%, and municipalities receive .5%. Levied under the Pennsylvania Real Estate Transfer Tax Act and the Local Tax Enabling Act, Act 511.)

b. **Earned income and net profits tax.** Earned income and net profits tax of 1.0%. (School District receives .5%, and municipalities receive .5%. 1.0% School District tax levied under the Local Tax Enabling Act, Act 511)

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of School Directors at a meeting thereof legally held on June 18, 2012.

PENN MANOR SCHOOL DISTRICT

Date _____, 2012

Secretary

(School District Seal)

PENN MANOR SCHOOL DISTRICT

Real Estate Tax Installment Payment Plan Resolution

RESOLVED, by the Board of School Directors of Penn Manor School District, that a plan is adopted providing an option for installment payment of real estate taxes pursuant to the Taxpayer Relief Act (Act 1 of 2006), as follows:

Real Estate Tax Installment Payment Plan

For the real estate tax levied by the School District, other than interim real estate tax, taxpayers may elect an installment payment option under the following rules:

1. **Installment payment dates.** A taxpayer electing the installment payment option may pay the real estate tax in three (3) equal installment payments of one-third (1/3) of the full tax amount. The installments are due on or before August 31, October 31, and December 31 of the year in which the tax is levied. Any installment not paid in full by these dates is delinquent.
2. **Taxpayer election of installment payment option.** Payment of the first installment in full by August 31 will constitute taxpayer election to pay tax in installments. Installment payment is permitted only if the taxpayer elects by paying the first installment payment in full by August 31. If the taxpayer fails to meet this requirement, the full amount of the real estate tax is due on or before October 31, and the real estate tax is delinquent if not paid in full on or before October 31.
3. **No discount.** No discount applies to installment payments.
4. **Penalty on delinquent installments.** If a taxpayer makes the first installment payment by August 31 and fails to pay in full any subsequent installment by the installment due date, the installment not paid by the due date is delinquent, and a penalty will be added to the tax in the amount of ten percent (10%) of the amount of the installment not paid by the installment due date.
5. **Effective date.** This plan will become effective July 1, 2012, and will continue in effect thereafter for real estate taxes levied for the school year beginning July 1, 2012, and for real estate taxes levied for future years, until amended or repealed.

PENN MANOR SCHOOL DISTRICT

2012 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of School Directors of Penn Manor School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2012, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. **Aggregate amount available for homestead and farmstead real estate tax reduction.** The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2012:

a. **Gambling tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$1,291,248.60.

b. **Philadelphia tax credit reimbursement funds.** PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$10,390.23.

c. **Aggregate amount available.** Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$1,301,638.83.

2. **Homestead/farmstead numbers.** Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

a. **Homestead property number.** The number of approved homesteads within the School District is 10,723.

b. **Farmstead property number.** The number of approved farmsteads within the School District is 233.

c. **Homestead/farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 10,956.

3. **Real estate tax reduction calculation.** The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(e) aggregate amount available during the school year for real estate tax reduction of \$1,301,638.83 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 10,956, the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$118.81.

Based on calculations provided by the School District Business Office from the best available information and carefully evaluated by the School Board, considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead exclusion and the farmstead exclusion amount, an additional aggregate amount of \$434.60 will be available during the school year for real estate tax reduction applicable to approximately 10,938 homesteads and farmsteads, resulting in an additional real estate tax reduction amount available for each homestead and farmstead of \$.04. Adding this additional amount to the preliminary calculation of the maximum real estate tax reduction amount of \$118.81, the final maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$118.85.

4. **Homestead exclusion calculation.** Dividing the paragraph 3 maximum real estate tax reduction amount of \$118.85 by the School District real estate tax rate of 16.97 mills (.01697), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$7,003, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is \$7,003.

5. **Homestead/farmstead exclusion authorization – July 1 tax bills.** The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, or (b) the paragraph 4 maximum real estate assessed value reduction of \$7,003. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the farmstead, or (b) the paragraph 4 maximum real estate assessed value reduction of \$7,003. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.

6. **Homestead/farmstead exclusion authorization – interim real estate tax bills.** No homestead or farmstead exclusion will apply to any interim tax bill except an interim tax bill applicable to a property that includes an approved homestead or approved farmstead listed in the report received by the School District from the County Assessment Office on or before May 1, but not included in the tax assessment reflected in the July 1 tax bill for the property. In most cases, the assessment of approved homesteads and approved farmsteads will be reflected in July 1 tax bills. However, in any case when there is an approved homestead or an approved farmstead that is not included in the assessment reflected in the July 1 tax bill, and when an interim real estate tax notice is issued later based on an interim assessment including the approved homestead or approved farmstead, the interim tax notice shall reflect a homestead or

farmstead exclusion real estate assessed value reduction calculated under paragraph 5, except that the paragraph 4 maximum real estate assessed value reduction will be prorated in the same manner as the real estate tax is pro rated. Assuming the interim tax notice reflects taxation as of July 1, as will occur in most such cases, the full amount of the paragraph 4 maximum real estate assessed value reduction will apply. In the extraordinary case where the new interim tax assessment is effective after July 1, the paragraph 4 maximum real estate assessed value reduction will be pro rated in the same manner as the real estate tax reflected in the interim tax bill is pro-rated.

Penn Manor School District
Resolution for Commitment of June 30, 2012 Fund Balance

RESOLVED, by the Board of School Directors of Penn Manor School District, as follows:

Whereas this resolution recognizes and approves commitments of the general fund for future retirement benefit costs (\$7,660,029), future debt service stabilization expenditures (\$750,000) and for future textbook series purchases (\$200,000).

NOW, THEREFORE, BE IT RESOLVED by the Board of School Directors of Penn Manor School District, as follows:

1. That the provisions of the preamble are included herein.
2. That the Board of School Directors hereby directs the Secretary to record this action into the official district record.

DULY ADOPTED by the Board of the School District this 18th day of June, 2012.

PENN MANOR SCHOOL DISTRICT

Attest: _____
Board Secretary

**PENN MANOR SCHOOL DISTRICT
POSITION DESCRIPTION**

POSITION -- Lead Worker-Custodial

REPORTING RELATIONSHIP -- Head Custodian, Director of Buildings and Grounds,
Building Principal

WORK SCHEDULE -- 8 hours per day, 260 days per year.

GENERAL POSITION REQUIREMENTS:

EDUCATION/CERTIFICATION: High School Diploma.

PHYSICAL CAPABILITIES: Must be able to:

- a. Stand 3 hours at one time, walk 1 hour at one time, sit 1 hour at one time.
- b. Bend/stoop, squat and reach above shoulder height occasionally.
- c. Lift and carry up to 10 pounds frequently.
- d. Lift and carry between 11 and 80 pounds occasionally.
- e. Do repetitive actions including grasping, pushing/pulling, frequent climbing, balancing, crouching, crawling, twisting/turning, feeling, hearing, talking frequently.
- f. Use head and neck in static position, flexing, and rotating frequently.

PHYSICAL ENVIRONMENT: Position encompasses entire building and grounds. Exposure to hazards include a variety of physical conditions such as closeness to moving mechanical equipment, electrical current, working on scaffolding, ladders or high places, exposure to chemicals and industrial cleaners. Exposure to atmospheric conditions that effect respiratory system or skin such as fumes, odors, dusts, mists, gases or poor ventilation. Exposure to extreme temperatures, cold and hot.

MACHINERY AND EQUIPMENT: Automatic scrubbers, wet and dry vacuum, buffer, power tools, hand tools, wet/dry mop.

POSITION FUNCTIONS IN A TYPICAL WORK DAY:

CATEGORY: Cleaning, general

- a. Corridors and stairs. Cleaning and removing scuff marks.
- b. Lavatories
- c. Glass, window sills, doors and windows.
- d. Empty trash containers. Properly handle recycle materials.
- e. Clean chalkboards, chalk trays, and erasers.
- f. Classrooms. All areas including carpets.
- g. Clean student desktops and chairs.
- h. Proper cleaning of body fluids.
- i. Summer cleaning activities.

CATEGORY: Equipment/supplies transfer.

- a. Assemble and/or move furniture/equipment as required.
- b. Unload incoming and load outgoing trucks.
- c. Deliver supplies, equipment, books, etc.
- d. Deliver reports and information.
- e. Assist other support personnel.

ADDITIONAL PHYSICAL CAPABILITIES REQUIRED: Frequent lifting and carrying 25-75 pounds. Lifting, pulling, pushing, 125 pounds occasionally, vehicle driving, visual acuity.

ADDITIONAL PHYSICAL ENVIRONMENT: Operation of motor vehicles to include trucks, vans, autos.

CATEGORY: Building/site security.

- a. Have a working knowledge of the building security system. (if equipped)
- b. Lock/unlock the building as required.
- c. Secure all building windows.
- d. Perform building security check before the end of shift. (night shift)
- e. Report to the Head Custodian any vandalism, safety and security hazards

CATEGORY: Lead Worker

- a. Coordinates cleaning activities at the High School
- b. Coordinates setup and tear-down for special events
- c. Acts as a lead-worker, directing the routine activities at the High School.
- d. Responds to calls for assistance
- e. Leads the custodial crew in snow removal operations.
- f. Handles minor maintenance needs.
- g. Change light bulbs as needed.
- h. Change air filters as needed.
- i. Replace ceiling tiles.
- j. Boiler operation and leak isolation.
- k. Preventive Maintenance work orders as directed by the Head Custodian.

ADDITIONAL REQUIREMENTS: Fundamental instruction and direction of the High School Custodial staff.

ADDITIONAL PHYSICAL ENVIRONMENT: Heat, cold, smells, dust, and other environmental factors.

CATEGORY: Groundskeeping.

- a. Mowing, weeding, trimming, and mulching around exterior of building.
- b. Sweep sidewalks and remove litter from playgrounds, play fields, parking lots.
- c. Snow removal.

ADDITIONAL MACHINERY/EQUIPMENT:

- a. Riding mower, tractor.
- b. Push or self propelled lawnmower.
- c. Weedwacker.
- d. Leaf blower.
- e. Snow plow, tractor and/or truck.
- f. Snow blower.
- g. Cinder/salt spreader.

ADDITIONAL PHYSICAL CAPABILITIES REQUIRED: Ability to operate grounds equipment in extreme hot and cold environment for extended periods.

ADDITIONAL REQUIREMENTS: Valid Pennsylvania motor vehicle drivers license.

CATEGORY: Special events.

- a. Set-up equipment as required for each event.
- b. Move gymnasium bleachers as required.
- c. Assist and oversee groups using the building as directed by the Building Principal.
- d. Following the event return the building to school set-up.

ADDITIONAL PHYSICAL CAPABILITIES REQUIRED: Frequent lifting and carrying 25 – 75 pounds. Lifting, pulling, pushing up to 125 pounds occasionally.

CATEGORY: Public relations.

- a. Present a positive image in all dealings with the administration, building staff, students, and the general public.
- b. Respond positively and appropriately to students, parents, and community members.

CATEGORY: Other duties as required.

POSITION DESCRIPTION GENERAL NOTES:

- a. A review of this job description has excluded the marginal functions of the position that are incidental to the performance of fundamental job duties. All duties and responsibilities listed are essential job functions. Employees will also be required to follow any other job related instructions and to perform any other job related duties as requested by their supervisor.
- b. Requirements are representative of minimum levels of knowledge, skills, and/or abilities. To perform this job successfully, the employee will possess the abilities or aptitudes necessary to address each duty proficiently.
- c. All requirements are subject to possible modification to accommodate reasonably any individuals with disabilities. It is the responsibility of the employee to inform the Superintendent of Schools of any and all reasonable accommodations that will be needed.
- d. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves, other employees, students, or the general public.
- e. The Penn Manor School District is an Equal Opportunity Employer. We do not discriminate against any employee or applicant because of age, race, sex, creed, religion, color, national origin, or physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Act Amendment of 1972, Section 504 of the Vocational Rehabilitation Act of 1973 and the American with Disabilities Act.

Approved:

**PENN MANOR SCHOOL DISTRICT
POSITION DESCRIPTION**

POSITION -- Maintenance Supervisor

REPORTING RELATIONSHIP -- Director of Buildings and Grounds.

WORK SCHEDULE -- 8 hours per day, 260 days per year.

GENERAL POSITION REQUIREMENTS:

EDUCATION/CERTIFICATION: High School Diploma, training in mechanical systems and all building trades.

EXPERIENCE AND TRAINING: The following are minimum requirements:

- a. On the job apprenticeship, training or work experience in the following fields: Electrical, Plumbing, HVAC, Carpentry, Mechanical.
- b. Demonstrable ability to plan work requests including time, material, documentation.
- c. Demonstrable ability to use modern testing equipment and a wide range of tools, simple to complex, as required for each trade.
- d. Demonstrable ability to read and understand blueprints and schematic drawings.
- e. Knowledge of appropriate federal, state and local codes and regulations relating to the installation and maintenance of electrical, plumbing and HVAC systems.
- f. Knowledge of various alternative and efficient methods for diagnosing and correcting problems in the electrical, plumbing and HVAC systems.
- g. Ability to plan, schedule and manage the maintenance work assignments.

PHYSICAL CAPABILITIES: Must be able to:

- a. Stand 3 hours at one time, walk 1 hour at one time, sit 1 hour at one time.
- b. Bend/stoop, squat and reach above shoulder height occasionally.
- c. Lift and carry up to 10 pounds frequently.
- d. Lift and carry between 11 and 80 pounds occasionally.
- e. Do repetitive actions including grasping, pushing/pulling, frequent climbing, balancing, crouching, crawling, twisting/turning, feeling, hearing, talking frequently.
- f. Use head and neck in static position, flexing, and rotating frequently.
- g. Climbing using step ladders, straight ladders, scaffolding.

PHYSICAL ENVIRONMENT: Position encompasses entire building and grounds. Exposure to hazards include a variety of physical conditions such as closeness to moving mechanical equipment, electrical current, working on scaffolding, ladders or high places, exposure to chemicals and industrial cleaners. Exposure to atmospheric conditions that effect respiratory system or skin such as fumes, odors, dusts, mists, gases or poor ventilation. Exposure to extreme temperatures, cold and hot for long periods of time.

MACHINERY AND EQUIPMENT: All hand and power tools necessary to maintain the District buildings and mechanical equipment. Ladders, scaffolding and other climbing equipment.

KEY DUTIES AND RESPONSIBILITIES:

CATEGORY: Building / equipment maintenance.

- a. Perform work relative to the safe, economical and efficient operation of the District electrical systems and equipment, including but not limited to wiring, controls, distribution panels, circuit breakers, convenience outlets, switches, interior and exterior lighting fixtures, motors and controls.
- b. Perform work relative to the safe, economical and efficient operation of the District water delivery systems, gas supply systems and sanitary waste disposal systems, including piping and fixtures.
- c. Perform work relative to the safe, economical and efficient operation and maintenance of the District heating and related environmental control systems including boiler and hot water heater cleaning and repair.
- d. Perform work relative to the construction, rough and finish carpentry in the District, including but not limited to, partitions, walls and ceilings, windows, doors and windows, cabinets, shelves, furniture repair.
- e. Competency in diagnosing equipment or component failure and the ability to advise the Director when to involve outside expertise.
- f. Perform appropriate preventive maintenance, corrective maintenance and replacement work in a manner consistent with all codes and regulations.
- g. Maintain all pertinent records, reports and other paper work as needed, including records of safety inspections, preventive maintenance, repairs and current inventory and requisitions for needed supplies.

ADDITIONAL PHYSICAL CAPABILITIES REQUIRED: Vehicle driving and visual acuity.

ADDITIONAL PHYSICAL ENVIRONMENT: Operation of motor vehicles to include trucks, vans, autos.

ADDITIONAL REQUIREMENTS: Valid Pennsylvania motor vehicle drivers license.

CATEGORY: Snow removal

- a. Provide snow removal services to various building locations.

ADDITIONAL PHYSICAL CAPABILITES REQUIRED: Snowplow equipped vehicle driving, visual acuity.

ADDITIONAL PHYSICAL ENVIRONMENT: Operation of snowplow equipped vehicles to include trucks and tractor. Exposure to extreme cold temperatures for long periods.

ADDITIONAL REQUIREMENTS: Valid Pennsylvania vehicle drivers license.

CATEGORY: Public relations.

- a. Present a positive image in all dealings with the administration, building staff and the general public.
- b. Respond positively and appropriately to students, parents, and community members.

CATEGORY: Equipment/supplies transfer.

- a. Assemble and/or move furniture/equipment as required.
- b. Unload incoming and load outgoing trucks.
- c. Deliver supplies, equipment, books, etc.
- d. Deliver reports and information.
- e. Assist other support personnel.

ADDITIONAL PHYSICAL CAPABILITIES REQUIRED: Frequent lifting and carrying 25 – 75 pounds. Lifting, pulling and pushing up to 125 pounds occasionally.

ADDITIONAL PHYSICAL ENVIRONMENT: Operation of motor vehicles to include trucks, vans, autos.

CATEGORY: Supervisory

- a. This position requires the planning, scheduling and implementation of maintenance work orders and maintenance tasks for the District. The person in this position shall demonstrate proper supervisory skills in the performance of their tasks. The person in this position shall maintain work orders and other files as may be necessary to plan, track and document the work tasks. This position requires the supervision of the maintenance staff and outside contractors to complete assigned duties and work orders.

ADDITIONAL REQUIREMENTS: All additional requirements found in the custodial position description.

ADDITIONAL PHYSICAL CAPABILITIES REQUIRED: All additional physical capability requirements found in the custodial position description.

ADDITIONAL PHYSICAL ENVIRONMENT: All additional physical environment requirements found in the custodial position description.

CATEGORY: Groundskeeping

- a. This position may be required to act as a substitute groundskeeper at any District building.

ADDITIONAL REQUIREMENTS: All additional requirements found in the groundskeeping position description.

ADDITIONAL PHYSICAL CAPILITIES REQUIRED: All additional physical capability requirements found in the groundskeeping position description.

ADDITIONAL PHYSICAL ENVIRONMENT: All additional physical environment requirements found in the groundskeeping position description.

CATEGORY: Other duties as required.

POSITION DESCRIPTION GENERAL NOTES:

- a. A review of this job description has excluded the marginal functions of the position that are incidental to the performance of fundamental job duties. All duties and responsibilities listed are essential job functions. Employees will also be required to follow any other job related instructions and to perform any other job related duties as requested by their supervisor.
- b. Requirements are representative of minimum levels of knowledge, skills, and/or abilities. To perform this job successfully, the employee will possess the abilities or aptitudes necessary to address each duty proficiently.
- c. All requirements are subject to possible modification to accommodate reasonably any individuals with disabilities. It is the responsibility of the employee to inform the Superintendent of Schools of any and all reasonable accommodations that will be needed.

- d. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves, other employees, students, or the general public.
- e. The Penn Manor School District is an Equal Opportunity Employer. We do not discriminate against any employee or applicant because of age, race, sex, creed, religion, color, national origin, or physical or mental disability in accordance with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Act Amendment of 1972, Section 504 of the Vocational Rehabilitation Act of 1973 and the American with Disabilities Act.

Approved:

**Penn Manor Food Services
Pricing History**

	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	Proposed 2012-13	Proposed Increase	Proposed Increase
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Milk	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.60	\$ 0.60	\$ -	0%
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Breakfast

Elementary	\$ 0.85	\$ 0.85	\$ 0.85	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.25	\$ 1.25	\$ -	0%
Secondary	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.50	\$ 1.50	\$ -	0%
Reduced	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ -	0%

Lunch

Elementary	\$ 1.65	\$ 1.70	\$ 1.75	\$ 1.80	\$ 1.85	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.15	\$ 2.15	\$ -	0%
Secondary	\$ 1.80	\$ 1.85	\$ 1.90	\$ 1.95	\$ 2.00	\$ 2.15	\$ 2.15	\$ 2.20	\$ 2.30	\$ 2.30	\$ -	0%
Secondary - Tier 1	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.75	\$ 2.75	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.25	\$ 0.25	8%
Secondary - Tier 2	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75	\$ 3.00	\$ 3.00	\$ 3.25	\$ 3.25	\$ 3.25	\$ 3.50	\$ 0.25	8%
Secondary - Tier 3	\$	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.25	\$ 3.25	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.75	\$ 0.25	7%
Soup and Salad Bar	\$	\$	\$	\$	\$ 3.25	\$ 3.25	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.75	\$ 0.25	7%
Reduced	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ 0.40	\$ -	0%

Adult

Breakfast	\$ 1.35	\$ 1.35	\$ 1.35	\$ 1.35	\$ 1.60	\$ 1.60	\$ 1.60	\$ 1.60	\$ 1.90	\$ 1.90	\$ -	0%
Lunch	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.25	\$ 3.40	\$ 3.40	\$ 3.40	\$ 3.50	\$ 3.50	\$ -	0%
Lunch - Tiered	\$ 3.15	\$ 3.15	\$ 3.15	\$ 3.15	\$ 3.75	\$ 3.75	\$ 4.00	\$ 4.00	\$ 4.10	\$ 4.50	\$ 0.40	10%
Lunch - Tier 2	\$	\$ 3.40	\$ 3.40	\$ 3.40	\$ 3.75	\$ 3.75	\$ 4.00	\$ 4.00	\$ 4.10	\$ 4.50	\$ 0.40	10%



TRANE

Proposal

(Valid for 30 days from Proposal date)

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

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Prepared For:
Penn Manor School District

Date: April 03, 2012

Proposal Number: D1-59996-1

Job Name:
Manor Middles School-Tracer 100 Upgrade w/
bcu's
2950 Charlestown Road
MILLERSVILLE, PA 17551
COSTARS Listed: **Supplier Contract # 008-171**

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

The Trane Tracer ES Express web based interface system provides you instant access to your buildings control systems anywhere through the use of your internet web browser. Tracer ES is a BACnet IP platform that connects to your Trane control systems as well as any other controls providers utilizing the open protocol BACnet. It is ideal for any user as it can easily be expanded to access any BACnet IP control system.

Tracer ES provides a single point of entry for varying users to view and modify system set points, view and acknowledge alarms, view and create schedules and trends; all through any secure web browser with access to the local area network (LAN).

The security protocols inherent to Tracer ES allow you the owner the ability to specify the functions that each user can access. Providing you the flexibility to allow specific users different levels of read and write access to all areas of your Tracer ES system.

The proposed Tracer ES system provides for connectivity to (3) Tracer Summit systems. Additional BACnet systems can be added at any time as your system grows.

As a foundation for the Tracer ES system Trane technicians will furnish and install a complete upgrade to the (3) existing Tracer 100 control panels bringing them up to the current model BMTX. To enhance your user experience Trane will furnish and install (1) laptop computer with Tracer Summit software and (1) desktop server.

Trane shall generate a custom graphical interface package(s) the systems connected to ES. The Tracer ES web based graphical interface shall provide a seamless interface to the various systems; while providing a solid foundation on which you can expand in the future.

Trane experts shall provide you with hands-on training of your new Tracer ES system. Covering the fundamentals of system navigation, reporting, alarm recognition, and scheduling; providing you and your personnel with the necessary tools required for daily operations.

Trane's professional engineer staff shall ensure that your system has the latest Trane components for a complete and functional system.

Trane's project management team will work with you to coordinate the actions required to implement a successful building controls system renovation.

Included with your purchase is a 1Year Parts & Labor warranty for all items provided by Trane under this proposal.

Notes:

- The (3) Tracer Summit control panel and (1) Tracer ES desktop server will require an ethernet LAN connection and a static IP address assigned by your IT professional.
- The included training session to occur on site with the owners personnel. Provisions for one training session are included within this proposal.
- One year parts and labor warranty requires remote access to the jobsite control system to be permitted by the owner.

Exclusions:

- Non standard working hours (standard hours Monday to Friday 8am to 4pm)
- Mechanical startup/validation
- LAN Ethernet wiring
- Troubleshooting of existing wiring (communication or power).
- Control of any item(s) not specifically listed within this proposal.

Total Net Price (Excluding Sales Tax)\$ 39,820.00

Sincerely,

Trane U.S. Inc.

3909 TecPort Drive
Harrisburg, PA 17111
Phone: (717) 561-5400
Fax: (717) 561-5499

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the applicable Company terms and conditions in effect at the time of delivery or acceptance of the Work. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Work. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and

action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

16. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") equipment manufactured by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Warranty"). **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this Warranty. Defects must be reported to Company within the Warranty period. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. Trane equipment sold on an uninstalled basis is warranted in accordance with Trane's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Trane or its subcontractors physically performed work on the project site.

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing

any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

NOTICE: Company is restricted from receiving funds appropriated or otherwise made available under U.S Public Laws 110-161, 111-8, and 111-117.

1-26.251-10(January 31, 2012)

Supersedes 1-26.251-10(October 14, 2011)

PENN MANOR SCHOOL DISTRICT

June 18, 2012 Board Agenda

New employees for the 2012-2013 school year:

Boyd, Jenna M. – elementary professional employee, full-time, permanent position, Masters' Degree, no experience, Step 1, \$44,566, pending receipt of required documents. Assignment: Grade 2 Teacher/Central Manor Elementary School

Jenna is a recent graduate from James Madison University in Virginia. She earned her masters' degree in Elementary Education and is applying for her PA teaching certificate. She previously worked as a para-educator at Garnet Valley School District in Glen Mills, PA.

Bushong, Kerry L. – elementary professional employee, full-time, permanent position, Masters' Degree, no experience, Step 1, \$44,566, pending receipt of required documents. Assignment: Grade 2 Teacher/Martic Elementary School

Kerry has a bachelor's degree in Elementary Education from Ohio University and a masters' degree in Reading and Language Arts from Millersville University. She taught at the School District of Lancaster for nine years. Her most current work has been in the Penn Manor School District as a Title I assistant. Kerry and her husband, Jim, reside in the district with their two children Max and Molly.

Clark, Lindsey B. – secondary professional employee, full-time, permanent position, B.S. Degree, no experience, Step 1, \$40,987, pending receipt of required documents. Assignment: Chemistry Teacher/Penn Manor High School

Lindsey graduated from Millersville University in 2009 with a Bachelor's Degree in science education. She is certified in chemistry, general science and biology. She has substituted for three years, most recently in the Southwestern School District.

Evans-Bodde, Sara R. – secondary professional employee, full-time, long-term substitute, first and second semesters, B.S. Degree, no experience, Step 1, \$40,987, pending receipt of required documents. Assignment: English Teacher/Penn Manor High School

Sara is a December 2010 graduate of Millersville University with a bachelor's degree in English. She has subbed at Penn Manor since April 2011 and also subbed at Willow Street CTC in 12th grade public speaking from December 2011 to March 2012.

Mitten, Ryan M. – elementary professional employee, full-time, long-term substitute, first and second semesters, B.S. Degree, no experience, Step 1, \$40,987, pending receipt of required documents. Assignment: Grade 3 Teacher/Central Manor Elementary School

Ryan graduated from Rider University with a BA in elementary education and a minor in psychology. She has been a substitute teacher with Substitute Teacher Service and Warwick School District since 2007. Ryan resides in Lititz and coaches swimming at the Lititz Rec Center.

Myers, Jane E. – secondary professional employee, full-time, permanent position, B.S. +24 Degree, no experience, Step 1, \$41,423, pending receipt of required documents. Assignment: Mathematics Teacher/Penn Manor High School

Jane earned her BS in Meteorology from Penn State University in 1985 and her post baccalaureate certificate in secondary math from Millersville University in May 2012. She has been a substitute for Penn Manor since September 2001. She resides in Penn Manor with her husband, Mark, and her children Ben, John and Karen, all Penn Manor graduates.

Schoelkopf, Beth N. – elementary professional employee, full-time, permanent position, B.S. +24 Degree, no experience, Step 1, \$41,423, pending receipt of required documents. Assignment: Grade 6 Teacher/Central Manor Elementary School

Beth graduated from Franklin and Marshall College with a bachelor's degree in business and finance. She spent the next 14 years working for Dun and Bradstreet. In 2008 Beth began taking education classes at Millersville University and was recently awarded her elementary education teaching certificate. Beth previously worked in the district as a personal care assistant for a young student with autism. Beth and her husband, Greg, reside in the district with their three children Max, Annie and Simon

Watkins, Katherine C. – elementary professional employee, full-time, long-term substitute, first semester, B.S. Degree, no experience, Step 1, \$40,987 [\$20,384.84 prorated 90 days plus 4 in-service days], pending receipt of required documents. Assignment: Grade 4 Teacher/Hambright Elementary School

Katie is a recent graduate of West Chester University. She earned a bachelor's degree in elementary education with a minor in Spanish. Her student teaching assignment was at the J.W. Catharine Elementary School in Philadelphia.

Weidman, Alison J. – elementary professional employee, full-time, permanent position, B.S. Degree, no experience, Step 1, \$40,987, pending receipt of required documents. Assignment: Grade 5 Teacher/Central Manor Elementary School

Alison is a graduate of Wilkes University with a BA in elementary education, early childhood education and English as a second language with a minor in Spanish. Alison resides in Lititz and has been working as a substitute teacher at Warwick, Manheim Central, Manheim Township and Elanco School Districts since graduating in 2011.

Position	2012-13 Base Rate	2012-13 Certification	2012-13 K-12 Resp.	2012-13 7-12 Resp.	2012-13 7-8 Resp.	2012-13 # in Dept.	2012-13 Load Comp.
Ag.	\$ 2,525	\$400 added for coordinators that have supervisory certificates	\$200 added for coordinators that have K-12 responsibilities	\$100 added for coordinators that have only secondary responsibilities	\$50 added for coordinators that have only middle school responsibilities	\$25 added for every teacher in the department	No Open Blocks - \$300 1 Open Block - \$150 2 Open Blocks - \$0
Fam. & Con. Science	\$ 2,525						
Art	\$ 2,525						
IATE	\$ 2,525						
Science High School	\$ 2,525						
Science Middle School	\$ 2,525						
Math	\$ 2,525						
Music	\$ 2,525						
P/E - split	\$ 1,263						
P/E - split	\$ 1,263						
Foreign Language	\$ 2,525						
Social Studies	\$ 2,525						
English	\$ 2,525						
Language Arts	\$ 2,525						
ESL	\$ 2,525						
Special Education	\$ 2,525						
Guidance	\$ 2,525						
	\$ 40,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

POSITION	2012-13		% Increase
Ticket Takers - Athletic Events	\$ 38.20	Per Event	0.0%
Ticket Sellers - Athletic Events	\$ 38.20	Per Event	0.0%
Football Scoreboard & Clock Operator	\$ 38.20	Per Event	0.0%
Football P.A. Announcer	\$ 72.70	Per Event	0.0%
Football Spotter	\$ 38.20	Per Event	0.0%
Football Press Box Manager	\$ 45.40	Per Event	0.0%
Football Camera Operator	\$ 63.60	Per Event	0.0%
Football Equipment Truck Driver	\$ 49.00	Per Event	0.0%
Football Statistician	\$ 38.20	Per Event	0.0%
Timekeepers HS - (per contest)	\$ 38.20	Per Event	0.0%
Timekeepers JH - (per contest)	\$ 38.20	Per Event	0.0%
Scorekeepers HS - (per contest)	\$ 38.20	Per Event	0.0%
Scorekeepers JH - (per contest)	\$ 38.20	Per Event	0.0%
Track Timers & Judges HS *	\$ 38.20	Per Event	0.0%
Track Timers & Judges JH *	\$ 38.20	Per Event	0.0%
Track Field Worker HS	\$ 38.20	Per Event	0.0%
Track Field Worker JH	\$ 38.20	Per Event	0.0%
Ticket Sellers - Auditorium Productions	\$ 31.90	Per Event	0.0%
Ticket Takers - Auditorium Productions	\$ 31.90	Per Event	0.0%
House Manager - Auditorium Productions	\$ 174.40	Per Event	0.0%
Game Manager - Football	\$ 112.70	Per Event	0.0%
Game Manager - H.S. Basketball	\$ 94.50	Per Event	0.0%
Game Manager - H.S. Wrestling	\$ 94.50	Per Event	0.0%
Game Manager - Boys and Girls Volleyball	\$ 94.50	Per Event	0.0%
Game Manager - Frosh	\$ 49.00	Per Event	0.0%
Intramurals	\$ 23.20	Per Hour	0.0%
FAST Program	\$ 23.20	Per Hour	0.0%
Weight Room	\$ 23.20	Per Hour	0.0%
Detention Proctor	\$ 31.40	Per Hour	0.0%
Staff Security	\$ 33.20	Per Hour	0.0%
Game Manager - Comet Field	\$ 20.60	Per Hour	0.0%
Football Equipment Manager	\$ 1,843.20	Per Year	0.0%

* = 1.5 x rate for dual meets