

Agenda – Committee of the Whole
Penn Manor School District
Monday, February 6, 2012
Manor Middle School – Board Room

DINNER

(4:45)

EXECUTIVE SESSION

(5:00 - 5:30)

Personnel

(5:30 - 6:30)

Negotiations

(6:30 - 6:45)

Student Matters

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 **Tuesday, February 21, 2012** at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES:

January 17, 2012

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

CITIZEN'S COMMENTS:

Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

Recognition of Tyler Bauman – Keystone State Star in the Area of Agricultural Business

Item 1.
(7:15 – 7:30)

Application Process for Assistant Superintendent – Dr. Leichter

Information Only

Item 2.
(7:30 – 7:40)

RFP for Architectural Services – Mr. Johnston

Explanation: Discussion of the annual RFP cycle as it pertains to Architectural Services for projects subsequent to the Hambright Elementary Construction.

Approval for Placement on February 6 School Board Meeting Agenda

Item 3.
(7:40 – 7:50)

Property Tax Rebate Program – Mr. Johnston
(see pages 4 – 9)

Explanation: Background information will be presented on the district's tax rebate program.

Approval for Placement on February 6 School Board Meeting Agenda

Item 4.
(7:50 – 8:00)

UGI Distribution Rate Project Participation – Mr. Johnston
(see pages 10 – 15)

Explanation: Discussion of joint participation with other area school districts to negotiate lower utility distribution costs.

Approval for Placement on February 6 School Board Meeting Agenda

Item 5.
(8:00 – 8:10)

Change Orders – Mr. Johnston
(see pages 16 – 17)

Explanation: Discussion of change orders pertaining to the Central Manor Renovation project and the Manor Middle School Fire Alarm System project.

Approval for Placement on February 6 School Board Meeting Agenda

Item 6.
(8:10 – 8:30)

2012-1013 Budget Update – Mr. Johnston

Information Only

Item 7.
(8:30 – 8:40)

Commercial Sales Agreement for Hambright Elementary – Mr. Long and Mr. Johnston

Approval for Placement on February 6 School Board Meeting Agenda

Item 8.
(8:40 – 8:50)

Textbook Approval – American Government Foundations Series (Civics and Government, Grade 10) – Mrs. Hallock

Explanation: Curriculum is being modified to align with eligible content in preparation for state mandated Keystone exams in Civics and Government to be given in Grade 10. Current text was purchased 13 years ago and is not adequate given the requirements of the Keystone class and Common Core curriculum.

Information Only

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.

**PENN MANOR SCHOOL DISTRICT
LANCASTER COUNTY, PENNSYLVANIA**

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF PENN MANOR SCHOOL DISTRICT, LANCASTER COUNTY, PENNSYLVANIA, PROVIDING PROPERTY TAX REBATES TO CERTAIN SENIOR CITIZENS, WIDOWS, WIDOWERS, AND DISABLED PERSONS WITH FIXED AND LIMITED INCOMES; ESTABLISHING UNIFORM STANDARDS AND QUALIFICATIONS FOR ELIGIBILITY TO RECEIVE A REBATE; AND PROVIDING PENALTIES FOR FRAUDULENT CLAIMS.

WHEREAS, the Board of School Directors ("Board") of the Penn Manor School District, Lancaster County, Pennsylvania ("School District") considers it to be a matter of sound public policy to make special provisions for property tax rebates to that class of senior citizens, widows, widowers and disabled person who are real property taxpayers and who are without adequate means of support to enable them to remain in peaceable possession of their homes and to relieve their economic burden; and

WHEREAS, pursuant to this Resolution, the Board is demonstrating a willingness to help the above individuals.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. **Definitions.** The following words and phrases, when used in this Resolution, shall have the meanings ascribed to them in this Section 1, except where the context clearly indicates or requires a different meaning.

(a) "Act" means Chapter 13 (Senior Citizens Property Tax and Rent Rebate Assistance) of the Taxpayer Relief Act, Act 1 of Special Session 2006.

(b) "Claimant" means a person who files a claim for property tax rebate under the Act and, during the 2011 calendar year, (i) was sixty-five (65) years of age or over, or whose spouse (if a member of the household) was sixty-five (65) years of age or over, (ii) was a widow or widower and was fifty (50) years of age or over, or (iii) was a permanently disabled person eighteen (18) years of age or over. For the purposes of this Resolution, the term "widow" or "widower" shall mean the surviving wife or surviving husband, as the case may be, of a deceased individual and who has not remarried, and the term "permanently disabled person" shall mean a person who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to continue indefinitely.

(c) "Claim Form" means the form attached hereto as Exhibit B and the additional information required to be filed with the Business Manager of the School District as set forth on such form.

(d) "Rebate Percentage Factor" shall be the percentage set forth in Exhibit A next to the Claimant's Total Income.

(e) "Total Income" shall mean all income of a Claimant and Claimant's spouse from whatever source derived, including, but not limited to:

- (i) Salaries, wages, bonuses, commissions, income from self-employment, alimony, support money, cash public assistance and relief;
- (ii) 50% of railroad retirement benefits;
- (iii) 50% of all benefits received under the Social Security Act (49 Stat. 620, 42 U.S.C. § 301 et seq.), except Medicare benefits;
- (iv) All benefits received under State unemployment insurance laws and veterans' disability payments;
- (v) All interest received from the Federal or any state government, or any instrumentality or political subdivision thereof;
- (vi) Realized capital gains and rentals;
- (vii) Workers' compensation;
- (viii) The gross amount of loss of time insurance benefits, life insurance benefits and proceeds, except the first \$5,000 of the total of death benefit payments; and
- (ix) Gifts of cash or property, other than transfers by gift between members of a household, in excess of a total value of \$300.

Notwithstanding the foregoing, the term does not include surplus food or other relief in kind supplied by a governmental agency, property tax or rent rebate or inflation dividend.

- (f) "Property Tax Paid" shall be the property taxes paid to the School District during the 2010/2011 School District Fiscal Year and set forth on Line 14 of Form PA-1000 2011 prepared and filed by the Claimant with the Pennsylvania Department of Revenue.
- (g) "School District Fiscal Year" means July 1st to the following June 30th.
- (h) "Resolution" means this Resolution.

2. Property Tax Rebate.

(a) Subject to the other provisions of this Resolution, during the 2012/2013 School District Fiscal Year, the School District shall pay a property tax rebate to each Claimant equal to the Claimant's Property Tax Paid times the applicable Rebate Percentage Factor.

(b) Notwithstanding the foregoing, a Claimant with Total Income greater than \$15,000 shall not be eligible for a property tax rebate and any property tax rebate to be paid by the School District to an otherwise eligible Claimant in the 2012/2013 School District Fiscal Year shall be limited to the lessor of:

- (i) The excess of property taxes paid to the School District by the Claimant in the 2011/2012 School District Fiscal Year over the property tax rebate paid to the

Claimant under the Act during the 2012/2013 School District Fiscal Year by reason of the payment of such property taxes to the School District; and

(ii) Six Hundred Fifty Dollars (\$650.00).

3. **Filing.** To claim and receive the property tax rebate provided for under Section 2 from the School District, the Claimant must file a claim for the property tax rebate with the Business Manager of the School District on or before the end of the 2012/2013 School District Fiscal Year. Only one Claimant from a homestead during the 2012/2013 School District Fiscal Year shall be entitled to a property tax rebate from the School District. If two or more persons are able to meet the qualifications for a Claimant, the rebate shall be paid to the Claimant(s) who received the property tax rebate under the Act.

4. **Claim Form.**

(a) When filing for a property tax rebate from the School District, Claimant shall timely file with the Business Manager of the School District a Claim Form (and all required additional information which shall include evidence of the rebate amount received from the Commonwealth of Pennsylvania). Appropriate evidence of the rebate amount received from the Commonwealth of Pennsylvania shall include a copy of the rebate check received from the Pennsylvania Department of Revenue or a copy of the Claimant's bank statement reflecting the deposit of the rebate amount.

(b) The following is an example to illustrate the requirements of Sections 2 through 4. The example is for illustration purposes only.

Example: Claimant files for a property tax rebate under the Act with the Pennsylvania Department of Revenue by filing Form PA-1000 2011 (Property Tax or Rent Rebate Claim) in connection with property taxes paid in 2011. On July 15, 2012, Claimant receives a property tax rebate from the Commonwealth of Pennsylvania in connection with such filing. Claimant may now file for a property tax rebate with the School District by submitting a Claim Form to the School District (with a copy of the Form PA-1000 2011 (Property Tax or Rent Rebate Claim) filed with the Pennsylvania Department of Revenue and evidence of the rebate amount received) on or before June 30, 2013.

5. **Incorrect Claim.** Whenever the Business Manager of the School District finds a claim to have been incorrectly determined, the Business Manager shall redetermine the correct amount of the claim and notify the Claimant of the reason for the redetermination and the amount of the corrected claim.

6. **Fraudulent Claim; Conveyance to Obtain Benefits.**

(a) In any case in which a claim is excessive and was filed with fraudulent intent, the claim shall be disallowed in full and a penalty of twenty-five percent (25%) of the amount claimed shall be imposed. The penalty and the amount of the disallowed claim, if the claim has been paid, shall bear interest at the rate of one-half (½) of one (1%) percent per month from the date of the claim until repaid. The Claimant and any person who assisted in the

preparation of filing of a fraudulent claim shall be subject to criminal prosecution in accordance with applicable provisions and penalties as provided in the Pennsylvania Crimes Code.

(b) A claim shall be disallowed if the Claimant received title to the homestead primarily for the purpose of receiving a property tax rebate.

7. **Petition for Redetermination.** Any Claimant whose claim for a property tax rebate is either denied, corrected or otherwise adversely affected by the Business Manager of the School District, may file with the Board a petition for redetermination within ninety (90) days after the date of mailing or written notice by the Business Manager of such action. Such petition shall set forth the grounds upon which the Claimant alleges that such action of the Business Manager is erroneous or unlawful, in whole or in part, and shall be accompanied by an affidavit of affirmation that the facts contained therein are true and correct. The Board shall hold such hearings as may be necessary for the purpose of redetermination and each Claimant who has duly filed such petition for redetermination shall be notified by the Board of the time when, and the place where, such hearing in his or her case will be held. The determination of the Board after such hearings and any required further review shall be final.

8. **Severability.** The provisions of this Resolution are severable; if any word, phrase, clause, sentence, section or provision of this Resolution is for any reason held to be unconstitutional or illegal or invalid, the decision of any Court shall not affect or impair any of the remaining provisions of this Resolution. It is hereby declared to be the intent of the Board of the School District that this Resolution would have been adopted had such unconstitutional or illegal or invalid word, phrase, clause, sentence, section or provision thereof not been included herein.

9. **Effective Date.** This Resolution shall be effective solely for the 2012/2013 School District Fiscal Year and shall be deemed repealed for all School District Fiscal Years thereafter.

RESOLVED by the Board this 6th day of February, 2012.

Attest:

PENN MANOR SCHOOL DISTRICT

Secretary

By: _____
President

(SEAL)

EXHIBIT A

Rebate Percentage Factor Table

Total Income	Rebate Percentage Factor
0 to \$5,499	100%
\$5,500 to \$5,999	90%
\$6,000 to \$6,499	80%
\$6,500 to \$6,999	70%
\$7,000 to \$7,499	60%
\$7,500 to \$7,999	50%
\$8,000 to \$8,499	40%
\$8,500 to \$8,999	35%
\$9,000 to \$9,999	25%
\$10,000 to \$11,999	20%
\$12,000 to \$12,999	15%
\$13,000 to \$15,000	10%
\$15,001 or over	Not Eligible

EXHIBIT B

PENN MANOR SCHOOL DISTRICT

**PROPERTY TAX REBATE
Tax Year - 2012/2013**

FILING INSTRUCTIONS

WHERE TO FILE: Manor Middle School, P.O. Box 1001, Millersville, PA 17551

WHEN TO FILE: After July 1, 2012 but before June 30, 2013

Please print legibly or type

PART A – Personal Information

Name of Claimant:

Address of Claimant:

Tax Bill Number:

Birth date of Claimant:

Social Security Number of Claimant:

PART B – Form PA-1000 2011 (Property Tax or Rent Rebate Claim)

Insert amount from **Line 12** on Form PA-1000 2011 (Total Income) \$

Inserted amount may not exceed \$15,000

PART C – Calculation of Property Tax Rebate from School District

(a) Insert total property taxes paid to School District \$

(b) Insert amount from **Line 14** on Form PA-1000 2011 (Property Tax Rebate) \$

(c) Subtract line (b) from line (a) \$

(d) Insert Percentage Rebate Factor (see Rebate Percentage Table)

(e) Multiple line (a) by line (d) \$

(f) Property Tax Rebate from the School District (insert the lessor of line (c) and line (e))

Inserted amount on line (f) may not exceed \$650

PART D – Required Information

(a) Copy of Form PA-1000 2011 (Property Tax or Rent Rebate Claim) filed with the PA Dept. of Revenue

(b) Evidence of receipt of amount set forth in Part C, Line (b)

I declare that this form is true, correct and complete, that the documents required and attached hereto under Part D are true and correct copies of those documents, and that to the best of my knowledge and belief this is the only claim filed by members of my household.

Claimant's Signature

Signature of Preparer (if other than Claimant)

Date

Telephone Number

Daniel Clearfield
717.237.7173
dclearfield@eckertseamans.com

December 7, 2011 (Revised) January 3, 2012

Steven M. Frey
Collaborative Services Manager
Lancaster-Lebanon Intermediate Unit 13
Business Services
1020 New Holland Avenue
Lancaster, PA 17601

Dear Mr. Frey:

We are pleased that you have asked our firm to represent the Lancaster-Lebanon Intermediate Unit 13 as well as the school districts set forth on the attached Appendix "A" ("Client") in connection with the negotiation of a natural gas transportation agreement with UGI Utilities – Gas Division (hereinafter referred to as the "Project"). The purpose of this engagement letter is to set forth our mutual understanding of the basis on which we have agreed to undertake such representation. Under the Pennsylvania Rules of Professional Conduct, we are required to inform you in writing of the basis of the fee and expense reimbursement arrangement that will be applicable to our handling of the Project. In addition, this letter sets forth other terms and conditions which will be applicable to this engagement. If the terms of this engagement letter agreement are acceptable please counter-sign below and return a copy of the signed agreement to me.

Fees and Expenses

The charges for our services will be based upon our regular hourly rates in effect at the time the services are rendered. My special "Harrisburg" rate (which I am offering as part of this engagement) currently is \$460 per hour. Jeff Norton's rate currently is \$375. If other members in the firm work on this matter, their time will be billed on the basis of their regular hourly rate. We will maintain our 2011 hourly rates for this engagement. If associate attorneys in the firm work on this matter, their time will be billed on the basis of their regular hourly rate. Associate hourly rates currently range from \$155 to \$335 per hour depending on their experience. The associates most likely to assist on the matter have billing rates in the \$275-\$300 range. If firm paralegals work on the Project, their time will be billed on the basis of their hourly rate which is

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in the \$100 to \$200 range. All of our current rates will be in effect for the calendar year 2012, but are subject to change thereafter, usually on an annual basis.

We have agreed that Eckert will represent the Client school districts in the Project for an amount not to exceed \$13,000. This figure does not include any out of pocket costs, which would be in addition to billed fees. Also, if a particular school district asked for or needed individual attention we would mutually identify such a situation and I would either bill them separately, or bill them as part of the coalition, but in any event outside of this not to exceed amount. Moreover, if we have to resort to litigation I would submit an additional budget. Unless otherwise agreed, any additional services requested to be provided by our firm beyond the scope of the work involved in this Project (including any litigation before the PUC) will be subject to a separate agreement into which neither party is obligated to enter, and (unless a different arrangement is made) billed to you in accordance with our hourly rates in effect at the time those services are rendered.

Bills will be submitted to you on a monthly basis and will be itemized describing all time expended by each attorney or paralegal involved in the Project. Each bill will also contain a description of all expenditures incurred on your behalf that month.

You will be billed for disbursements and expenses that we incur on your behalf, including, without limitation, travel costs, mileage, express mailings and postage, long distance telephone costs, telecopying charges, photocopying charges, and secretarial overtime. Unless you have a written arrangement with the firm which specifies otherwise, our firm policy requires that most expenses, excepting those which are extremely small in amount, incurred on your behalf and which are payable to a third party, will be forwarded to you for direct payment. Please remit such payments within thirty days directly to the third party. The firm will not be responsible for payment of the disbursements and expenses incurred on your behalf and which are payable to a third party.

It is our understanding that all bills rendered to you by us will be paid within thirty days of the date on which such bills are submitted. We reserve the right to terminate our representation of you if such bills are not paid in a timely manner. We also reserve the right to charge interest on the amount of any bill remaining unpaid after expiration of a thirty day period at a rate of one per cent (1%) a month. Similarly, we will promptly respond to any questions you may have concerning any item on a bill submitted to you.

Electronic Communication

Many of our clients use electronic mail ("email") and/or other types of electronic communication in communicating between them and the firm. During 1999 the ethics committee of the American Bar Association issued a Formal Opinion in which it concluded that an attorney could transmit information relating to the representation of a client by use of unencrypted email sent

over the Internet without violating the attorney's responsibilities under the Rules of Professional Conduct because such a mode of information transmission afforded a reasonable expectation of privacy. For greater protection of client information, our firm has the capability to encrypt email. If you would like to request the use of encrypted email, please contact me so I can notify the appropriate personnel in our Information Systems department. However, no system of encryption provides absolute protection of the confidentiality of information communicated by email or by other kinds of electronic communication. Your execution of this engagement letter will constitute the authorization for this firm to communicate with you electronically. If you do not want the firm to use email or other forms of electronic communication for some, or all, of its communication with you, please advise us promptly to that effect. We will follow your instructions as to the manner in which you want to communicate with the firm.

In the event that you want to send to us or receive from us substantive legal communications via email or other electronic means using a computer or other device, or by using an email account, you need to make certain that third parties are not able to gain access to such communications through such computer, device or account. An example of where a third party may gain such access is when a person chooses to communicate electronically via a business email account or a personal email account on a workplace computer or other workplace device. In such instances the person's employer may have access to the electronic communications of the employee using such business devices. It is not advisable for you to communicate with us by using such email accounts or by any other electronic means where there is a significant risk that the electronic communications can be accessed by a third party. It is up to you to determine whether such a significant risk exists when communicating electronically with us.

Clients the Firm is Representing

We want to make it clear that the firm is only representing Lancaster-Lebanon Intermediate Unit 13 and the school districts listed in Appendix "A." However, our representation of each school district is contingent upon its waiver of any conflict created by Eckert's existing representation of any individual or entity in a matter adverse to the school district, and the school district granting a corresponding waiver. So far, the only conflict we have identified involves the Easton Area School District in a matter in which the Charles Chrin Companies are adverse.

In accepting this engagement the firm has not agreed that it is representing any other entity which is affiliated with any of the Clients, such as joint ventures, partnerships, limited liability companies, related entities etc. If you believe that you need to change the identification of the clients to which this engagement pertains, please discuss this matter with me before you execute this engagement letter.

Termination

Unless terminated previously, our representation of the Client shall terminate upon our submission of the last statement for legal services rendered with regard to the Project. At such time we expect full payment for any amounts due and owing.

Present and Future Conflicts of Interest in Unrelated Matters

It is possible that some of this firm's other present or future clients will have unrelated legal matters which are adverse to you while we are representing you on this particular Project. Given the size of this firm it is important to all of our existing and future clients, including you, that the firm not be unduly prevented from representing such clients. Thus the firm reserves the right to continue to represent existing clients, or represent new clients, on matters which are substantially unrelated to the Project, even if the interests of other firm clients are directly adverse to you in those other matters.

Specifically, we have informed you that we represent UGI's electric division on several matters. While it is not clear that any legal conflict is created, you agree to waive any potential conflict created by this representation. In addition, by executing this engagement letter you are granting an advance or prospective waiver of any actual or potential conflict of interest with other clients of this firm as long as such firm representations are not substantially related to our work on the Project. Please be assured that firm attorneys working on your matter will not disclose any of your confidential information to other firm attorneys not working on your matter. If appropriate, the firm will put in place a screening mechanism to protect your confidential information.

Post Engagement Matters

This firm will be providing the legal services which are specifically described in this engagement letter. After we complete this representation changes may occur in the applicable law which might affect your rights and liabilities in the future. Unless the Client retains this firm to provide additional legal advice pertaining to such changes, this firm is under no continuing duty to advise you regarding those changes.

Client File Retention Policy

Clients are entitled to request and receive client-owned files unless the firm asserts a legally cognizable right to retain all or a portion of the files. No client files can be removed from the firm and transmitted to any person or entity without the Client's written authorization. After a legal representation has ended, client-owned files will either be returned to the Client or kept in the possession of the firm in accordance with its file retention policy. Under that policy, client files are retained by the firm for a fixed time period after which the files may be destroyed. No client files will be destroyed unless approved by the responsible firm attorney on that legal

Steven M. Frey
January 3, 2012
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representation or by the firm's Executive Director. Files released to a client are no longer subject to the firm's client file retention policy.

Countersignature by Client

Of course, you are always free to seek advice from other counsel on the terms of the engagement. If this engagement letter is consistent with your understanding of our fee and representation arrangement, please sign the enclosed copy where indicated and return it to me along with the retainer fee. If you have any questions concerning any of the matters discussed in this letter, please do not hesitate to let me know.

We appreciate the opportunity to be of service to you on this Project and look forward to working with you.

Very truly yours,

ECKERT SEAMANS CHERIN & MELLOTT, LLC

By 
Daniel Clearfield

enclosure

Accepted and agreed to this ___ day of _____, 2012.

Client: _____

By: _____
Signature

Title: _____

APPENDIX A

Penn Manor School District
Lampeter-Strasburg School District
Annville-Cleona School District
Eastern Lancaster County School District
Manheim Central School District
Eastern Lebanon County School District
Cocalico School District
Columbia Borough School District
Conestoga Valley School District
Donegal School District
Bethlehem Area School District
Allentown School District
Manheim Township School District
Easton Area School District
Lebanon County Career & Technology Center
Hempfield School District
School District of Lancaster
Warwick School District
Northern Lebanon School District
Palmyra School District
Ephrata Area School District
Elizabethtown Area School District
Lancaster County Career & Technology Center
Lebanon School District
Cornwall Lebanon School District

Note: The above list represents those School Districts that are anticipated to join in this engagement. The list shall be subject to change, to include only those School Districts that have accepted and agreed to this engagement.

MANOR MIDDLE SCHOOL FIRE ALARM SYSTEM CHANGE ORDERS

CONTRACTOR	CHANGE ORDER NUMBER	AMOUNT Add (Deduct)	CHANGE ORDER NUMBER	DESCRIPTION
VIETRI ELECTRIC	1	\$ (2,635.00)	1.1	Credit to delete new door holder power branch circuit feeders
			1.2	\$465.00 Furnish labor & materials to add 2 strobes and 1 horn/strobe

CENTRAL MANOR CHANGE ORDERS

CONTRACTOR	CHANGE ORDER NUMBER	AMOUNT Add (Deduct)	CHANGE ORDER NUMBER	DESCRIPTION
WARFEL CONSTRUCTION	24	\$ 3,668.00	24.1	\$6,231.00 Furnish labor & materials for foundation repair work
			24.2	(\$2,563.00) Credit to delete work associated with masonry sign on Blue Rock Road
WARFEL CONSTRUCTION	25	\$ 30,152.00	25.1	\$30,152.00 Furnish labor & materials to replace damaged ceiling tiles damaged by other primes. (credits pending)

- C. Disposition of Modular Classrooms – the Board directs the administration to pursue the disposition of the modular classroom buildings located on the Manor Middle School property.
- D. RFP for Architectural Services – to proceed with advertising to solicit proposals for architectural services for potential future capital projects.
- E. Delinquent Real Estate Taxes – ratification of the submission of delinquent real estate and interim taxes (see page 5).

Explanation: Unpaid Real Estate Tax balances are turned over to Lancaster County Tax Claim bureau for collection by the 15th of January.

- F. Property Tax Rebate Program Resolution (see pages 6 – 11).

Explanation: The Penn Manor Tax Rebate Program began in 2006-07 for taxes paid in 2005. This program is budgeted to supply real estate tax rebate payments totaling \$57,000 to low income residents that are approved for the state rebate program.

- G. UGI Distribution Rate Project Participation – ratification for district participation in cost sharing agreement for negotiating natural gas transportation agreement through IU Collaborative Services (see pages 12 – 17).

Explanation: A proposed cost sharing arrangement would allow Penn Manor to participate and benefit from a negotiated agreement involving reduced natural gas transportation service charges. Current 5 year arrangement expires at the end of this fiscal year.

- H. Central Manor Change Orders totaling \$33,820.00 as summarized on the attachment (see page 18).
- I. Manor Middle School Fire Alarm System Change Orders totaling \$2,635.00 as summarized on the attachment (see page 19).
- J. Commercial Sales Agreement for Hambright Elementary School – the administration to enter into a listing contract with Compass Real Estate, LLC to market and sell the Hambright Elementary School property pending review of the district solicitor.

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

- A. Tuition Free Seniors for the remainder of the 2011=2012 school year.
Jeffrey Wayne Capwell Jr.
Jennifer Rote
- B. Judicial Review Committee Actions as cited (see attached).

- C. Tax Exonerations as cited (see page 20).
- D. Comet Field Road and Walkway Improvements – advertise and bid the improvements to the road and walkway along Comet Field.

Explanation: Improvement work was required as part of the project to improve the field house and installation of the turf field.

- E. Pequea Elementary Water Line – advertise and bid the installation of the water line at Pequea Elementary.

Explanation: Right of way and easement issues have been settled. Water line has been extended to the property line by Wellington Development.

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 2011-2012 school year (see pages 21 – 22).
- 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:
 - Kathleen L. Beaver
 - Steven H. Dembowitz
 - Alison N. Group
 - Amber L. Moschini
 - Kristine A. Palmisano
 - Alecia J. Weaver
 - Alison J. Weidman
- C. Leave to the individual according to the terms listed:
 - Professional Employee:
 - Employee E2 – April 24, 2012 – May 20, 2012 – Family Medical
 - Employee F2 – February 3, 2012 – April 1, 2012 – Family Medical
 - Employee G2 – March 29, 2012 – May 30, 2012 – Family Medical
 - Employee H2 – January 17, 2012 – January 16, 2013 – Intermittent Family Medical
 - Classified Employee:
 - Employee I2 – January 2, 2012 – January 16, 2012 – Designated Family Medical
 - Employee J2 – December 19, 2011 – January 16, 2012 – Designated Family Medical
- D. Termination of Patricia Dearolf – Termination of employment for incompetency pursuant to Section 514 of the Public School Code effective February 6, 2012.

- E. Termination of Israel Williams – Termination of employment for incompetency, neglect of duties and improper conduct pursuant to Section 514 of the Public School Code effective December 7, 2011 per the adjudication to be distributed.
- F. Resignation of the individuals listed below per the effective date:
Deb Jones, ERA Academic Support, effective January 27, 2012
Rachel Myers, ERA, Aide, effective January 27, 2012
Lori Yeager, Title I Assistant, effective January 20, 2012
- G. Mentors for the 2011-2012 school year as listed:
Lisa Roth Walter -- \$300 for Jerrell Birch
Richard Brenton -- \$300 for Eric Urban

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

Any district resident or taxpayer 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 chair 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.

**PENN MANOR SCHOOL DISTRICT
2011-12 DELINQUENT REAL ESTATE TAXES
TURNED OVER TO TAX CLAIM ON JANUARY 17, 2012**

Listed below is the total of the Real Estate and Interim Taxes for each township:

			#Parcels
<u>REAL ESTATE</u>	<u>BASE</u>	<u>PENALTY</u>	
CONESTOGA	\$ 107,352.32	\$ 118,087.59	70
MANOR	\$ 300,742.13	\$ 330,816.46	201
MARTIC	\$ 130,618.88	\$ 143,680.76	99
MILLERSVILLE	\$ 44,772.74	\$ 49,250.02	36
PEQUEA	\$ 64,193.65	\$ 70,613.06	39
TOTAL	<u>\$647,679.72</u>	<u>\$712,447.89</u>	445
<u>INTERIMS</u>	<u>BASE</u>	<u>PENALTY</u>	
CONESTOGA	\$ 56.79	\$ 62.47	1
MANOR	\$ 223.86	\$ 246.25	2
MARTIC	\$ -	\$ -	0
MILLERSVILLE	\$ -	\$ -	0
PEQUEA	\$ 298.47	\$ 328.32	1
TOTAL	<u>\$579.12</u>	<u>\$ 637.04</u>	4
GRAND TOTAL	\$648,258.84	\$713,084.93	449

**PENN MANOR SCHOOL DISTRICT
LANCASTER COUNTY, PENNSYLVANIA**

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF PENN MANOR SCHOOL DISTRICT, LANCASTER COUNTY, PENNSYLVANIA, PROVIDING PROPERTY TAX REBATES TO CERTAIN SENIOR CITIZENS, WIDOWS, WIDOWERS, AND DISABLED PERSONS WITH FIXED AND LIMITED INCOMES; ESTABLISHING UNIFORM STANDARDS AND QUALIFICATIONS FOR ELIGIBILITY TO RECEIVE A REBATE; AND PROVIDING PENALTIES FOR FRAUDULENT CLAIMS.

WHEREAS, the Board of School Directors ("Board") of the Penn Manor School District, Lancaster County, Pennsylvania ("School District") considers it to be a matter of sound public policy to make special provisions for property tax rebates to that class of senior citizens, widows, widowers and disabled person who are real property taxpayers and who are without adequate means of support to enable them to remain in peaceable possession of their homes and to relieve their economic burden; and

WHEREAS, pursuant to this Resolution, the Board is demonstrating a willingness to help the above individuals.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. Definitions. The following words and phrases, when used in this Resolution, shall have the meanings ascribed to them in this Section 1, except where the context clearly indicates or requires a different meaning.

(a) "Act" means Chapter 13 (Senior Citizens Property Tax and Rent Rebate Assistance) of the Taxpayer Relief Act, Act 1 of Special Session 2006.

(b) "Claimant" means a person who files a claim for property tax rebate under the Act and, during the 2011 calendar year, (i) was sixty-five (65) years of age or over, or whose spouse (if a member of the household) was sixty-five (65) years of age or over, (ii) was a widow or widower and was fifty (50) years of age or over, or (iii) was a permanently disabled person eighteen (18) years of age or over. For the purposes of this Resolution, the term "widow" or "widower" shall mean the surviving wife or surviving husband, as the case may be, of a deceased individual and who has not remarried, and the term "permanently disabled person" shall mean a person who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to continue indefinitely.

(c) "Claim Form" means the form attached hereto as Exhibit B and the additional information required to be filed with the Business Manager of the School District as set forth on such form.

(d) "Rebate Percentage Factor" shall be the percentage set forth in Exhibit A next to the Claimant's Total Income.

(e) "Total Income" shall mean all income of a Claimant and Claimant's spouse from whatever source derived, including, but not limited to:

- (i) Salaries, wages, bonuses, commissions, income from self-employment, alimony, support money, cash public assistance and relief;
- (ii) 50% of railroad retirement benefits;
- (iii) 50% of all benefits received under the Social Security Act (49 Stat. 620, 42 U.S.C. § 301 et seq.), except Medicare benefits;
- (iv) All benefits received under State unemployment insurance laws and veterans' disability payments;
- (v) All interest received from the Federal or any state government, or any instrumentality or political subdivision thereof;
- (vi) Realized capital gains and rentals;
- (vii) Workers' compensation;
- (viii) The gross amount of loss of time insurance benefits, life insurance benefits and proceeds, except the first \$5,000 of the total of death benefit payments; and
- (ix) Gifts of cash or property, other than transfers by gift between members of a household, in excess of a total value of \$300.

Notwithstanding the foregoing, the term does not include surplus food or other relief in kind supplied by a governmental agency, property tax or rent rebate or inflation dividend.

- (f) "Property Tax Paid" shall be the property taxes paid to the School District during the 2010/2011 School District Fiscal Year and set forth on Line 14 of Form PA-1000 2011 prepared and filed by the Claimant with the Pennsylvania Department of Revenue.
- (g) "School District Fiscal Year" means July 1st to the following June 30th.
- (h) "Resolution" means this Resolution.

2. Property Tax Rebate.

(a) Subject to the other provisions of this Resolution, during the 2012/2013 School District Fiscal Year, the School District shall pay a property tax rebate to each Claimant equal to the Claimant's Property Tax Paid times the applicable Rebate Percentage Factor.

(b) Notwithstanding the foregoing, a Claimant with Total Income greater than \$15,000 shall not be eligible for a property tax rebate and any property tax rebate to be paid by the School District to an otherwise eligible Claimant in the 2012/2013 School District Fiscal Year shall be limited to the lesser of:

- (i) The excess of property taxes paid to the School District by the Claimant in the 2011/2012 School District Fiscal Year over the property tax rebate paid to the

Claimant under the Act during the 2012/2013 School District Fiscal Year by reason of the payment of such property taxes to the School District; and

(ii) Six Hundred Fifty Dollars (\$650.00).

3. **Filing.** To claim and receive the property tax rebate provided for under Section 2 from the School District, the Claimant must file a claim for the property tax rebate with the Business Manager of the School District on or before the end of the 2012/2013 School District Fiscal Year. Only one Claimant from a homestead during the 2012/2013 School District Fiscal Year shall be entitled to a property tax rebate from the School District. If two or more persons are able to meet the qualifications for a Claimant, the rebate shall be paid to the Claimant(s) who received the property tax rebate under the Act.

4. **Claim Form.**

(a) When filing for a property tax rebate from the School District, Claimant shall timely file with the Business Manager of the School District a Claim Form (and all required additional information which shall include evidence of the rebate amount received from the Commonwealth of Pennsylvania). Appropriate evidence of the rebate amount received from the Commonwealth of Pennsylvania shall include a copy of the rebate check received from the Pennsylvania Department of Revenue or a copy of the Claimant's bank statement reflecting the deposit of the rebate amount.

(b) The following is an example to illustrate the requirements of Sections 2 through 4. The example is for illustration purposes only.

Example: Claimant files for a property tax rebate under the Act with the Pennsylvania Department of Revenue by filing Form PA-1000 2011 (Property Tax or Rent Rebate Claim) in connection with property taxes paid in 2011. On July 15, 2012, Claimant receives a property tax rebate from the Commonwealth of Pennsylvania in connection with such filing. Claimant may now file for a property tax rebate with the School District by submitting a Claim Form to the School District (with a copy of the Form PA-1000 2011 (Property Tax or Rent Rebate Claim) filed with the Pennsylvania Department of Revenue and evidence of the rebate amount received) on or before June 30, 2013.

5. **Incorrect Claim.** Whenever the Business Manager of the School District finds a claim to have been incorrectly determined, the Business Manager shall redetermine the correct amount of the claim and notify the Claimant of the reason for the redetermination and the amount of the corrected claim.

6. **Fraudulent Claim; Conveyance to Obtain Benefits.**

(a) In any case in which a claim is excessive and was filed with fraudulent intent, the claim shall be disallowed in full and a penalty of twenty-five percent (25%) of the amount claimed shall be imposed. The penalty and the amount of the disallowed claim, if the claim has been paid, shall bear interest at the rate of one-half (1/2) of one (1%) percent per month from the date of the claim until repaid. The Claimant and any person who assisted in the

preparation of filing of a fraudulent claim shall be subject to criminal prosecution in accordance with applicable provisions and penalties as provided in the Pennsylvania Crimes Code.

(b) A claim shall be disallowed if the Claimant received title to the homestead primarily for the purpose of receiving a property tax rebate.

7. **Petition for Redetermination.** Any Claimant whose claim for a property tax rebate is either denied, corrected or otherwise adversely affected by the Business Manager of the School District, may file with the Board a petition for redetermination within ninety (90) days after the date of mailing or written notice by the Business Manager of such action. Such petition shall set forth the grounds upon which the Claimant alleges that such action of the Business Manager is erroneous or unlawful, in whole or in part, and shall be accompanied by an affidavit of affirmation that the facts contained therein are true and correct. The Board shall hold such hearings as may be necessary for the purpose of redetermination and each Claimant who has duly filed such petition for redetermination shall be notified by the Board of the time when, and the place where, such hearing in his or her case will be held. The determination of the Board after such hearings and any required further review shall be final.

8. **Severability.** The provisions of this Resolution are severable; if any word, phrase, clause, sentence, section or provision of this Resolution is for any reason held to be unconstitutional or illegal or invalid, the decision of any Court shall not affect or impair any of the remaining provisions of this Resolution. It is hereby declared to be the intent of the Board of the School District that this Resolution would have been adopted had such unconstitutional or illegal or invalid word, phrase, clause, sentence, section or provision thereof not been included herein.

9. **Effective Date.** This Resolution shall be effective solely for the 2012/2013 School District Fiscal Year and shall be deemed repealed for all School District Fiscal Years thereafter.

RESOLVED by the Board this 6th day of February, 2012.

Attest:

PENN MANOR SCHOOL DISTRICT

Secretary

By: _____
President

(SEAL)

EXHIBIT A

Rebate Percentage Factor Table

Total Income	Rebate Percentage Factor
0 to \$5,499	100%
\$5,500 to \$5,999	90%
\$6,000 to \$6,499	80%
\$6,500 to \$6,999	70%
\$7,000 to \$7,499	60%
\$7,500 to \$7,999	50%
\$8,000 to \$8,499	40%
\$8,500 to \$8,999	35%
\$9,000 to \$9,999	25%
\$10,000 to \$11,999	20%
\$12,000 to \$12,999	15%
\$13,000 to \$15,000	10%
\$15,001 or over	Not Eligible

EXHIBIT B

PENN MANOR SCHOOL DISTRICT

**PROPERTY TAX REBATE
Tax Year - 2012/2013**

FILING INSTRUCTIONS

WHERE TO FILE: Manor Middle School, P.O. Box 1001, Millersville, PA 17551

WHEN TO FILE: After July 1, 2012 but before June 30, 2013

Please print legibly or type

PART A – Personal Information

Name of Claimant:

Address of Claimant:

Tax Bill Number:

Birth date of Claimant:

Social Security Number of Claimant:

PART B – Form PA-1000 2011 (Property Tax or Rent Rebate Claim)

Insert amount from **Line 12** on Form PA-1000 2011 (Total Income) \$

Inserted amount may not exceed \$15,000

PART C – Calculation of Property Tax Rebate from School District

(a) Insert total property taxes paid to School District \$

(b) Insert amount from **Line 14** on Form PA-1000 2011 (Property Tax Rebate) \$

(c) Subtract line (b) from line (a) \$

(d) Insert Percentage Rebate Factor (see Rebate Percentage Table)

(e) Multiple line (a) by line (d) \$

(f) Property Tax Rebate from the School District (insert the lessor of line (c) and line (e))

Inserted amount on line (f) may not exceed \$650

PART D – Required Information

(a) Copy of Form PA-1000 2011 (Property Tax or Rent Rebate Claim) filed with the PA Dept. of Revenue

(b) Evidence of receipt of amount set forth in Part C, Line (b)

I declare that this form is true, correct and complete, that the documents required and attached hereto under Part D are true and correct copies of those documents, and that to the best of my knowledge and belief this is the only claim filed by members of my household.

Claimant's Signature

Signature of Preparer (if other than Claimant)

_____/_____/_____
Date

Telephone Number

Daniel Clearfield
717.237.7173
dclearfield@eckertseamans.com

December 7, 2011 (Revised) January 3, 2012

Steven M. Frey
Collaborative Services Manager
Lancaster-Lebanon Intermediate Unit 13
Business Services
1020 New Holland Avenue
Lancaster, PA 17601

Dear Mr. Frey:

We are pleased that you have asked our firm to represent the Lancaster-Lebanon Intermediate Unit 13 as well as the school districts set forth on the attached Appendix "A" ("Client") in connection with the negotiation of a natural gas transportation agreement with UGI Utilities – Gas Division (hereinafter referred to as the "Project"). The purpose of this engagement letter is to set forth our mutual understanding of the basis on which we have agreed to undertake such representation. Under the Pennsylvania Rules of Professional Conduct, we are required to inform you in writing of the basis of the fee and expense reimbursement arrangement that will be applicable to our handling of the Project. In addition, this letter sets forth other terms and conditions which will be applicable to this engagement. If the terms of this engagement letter agreement are acceptable please counter-sign below and return a copy of the signed agreement to me.

Fees and Expenses

The charges for our services will be based upon our regular hourly rates in effect at the time the services are rendered. My special "Harrisburg" rate (which I am offering as part of this engagement) currently is \$460 per hour. Jeff Norton's rate currently is \$375. If other members in the firm work on this matter, their time will be billed on the basis of their regular hourly rate. We will maintain our 2011 hourly rates for this engagement. If associate attorneys in the firm work on this matter, their time will be billed on the basis of their regular hourly rate. Associate hourly rates currently range from \$155 to \$335 per hour depending on their experience. The associates most likely to assist on the matter have billing rates in the \$275-\$300 range. If firm paralegals work on the Project, their time will be billed on the basis of their hourly rate which is

Steven M. Frey
January 3, 2012
Page 2

in the \$100 to \$200 range. All of our current rates will be in effect for the calendar year 2012, but are subject to change thereafter, usually on an annual basis.

We have agreed that Eckert will represent the Client school districts in the Project for an amount not to exceed \$13,000. This figure does not include any out of pocket costs, which would be in addition to billed fees. Also, if a particular school district asked for or needed individual attention we would mutually identify such a situation and I would either bill them separately, or bill them as part of the coalition, but in any event outside of this not to exceed amount. Moreover, if we have to resort to litigation I would submit an additional budget. Unless otherwise agreed, any additional services requested to be provided by our firm beyond the scope of the work involved in this Project (including any litigation before the PUC) will be subject to a separate agreement into which neither party is obligated to enter, and (unless a different arrangement is made) billed to you in accordance with our hourly rates in effect at the time those services are rendered.

Bills will be submitted to you on a monthly basis and will be itemized describing all time expended by each attorney or paralegal involved in the Project. Each bill will also contain a description of all expenditures incurred on your behalf that month.

You will be billed for disbursements and expenses that we incur on your behalf, including, without limitation, travel costs, mileage, express mailings and postage, long distance telephone costs, telecopying charges, photocopying charges, and secretarial overtime. Unless you have a written arrangement with the firm which specifies otherwise, our firm policy requires that most expenses, excepting those which are extremely small in amount, incurred on your behalf and which are payable to a third party, will be forwarded to you for direct payment. Please remit such payments within thirty days directly to the third party. The firm will not be responsible for payment of the disbursements and expenses incurred on your behalf and which are payable to a third party.

It is our understanding that all bills rendered to you by us will be paid within thirty days of the date on which such bills are submitted. We reserve the right to terminate our representation of you if such bills are not paid in a timely manner. We also reserve the right to charge interest on the amount of any bill remaining unpaid after expiration of a thirty day period at a rate of one per cent (1%) a month. Similarly, we will promptly respond to any questions you may have concerning any item on a bill submitted to you.

Electronic Communication

Many of our clients use electronic mail ("email") and/or other types of electronic communication in communicating between them and the firm. During 1999 the ethics committee of the American Bar Association issued a Formal Opinion in which it concluded that an attorney could transmit information relating to the representation of a client by use of unencrypted email sent

over the Internet without violating the attorney's responsibilities under the Rules of Professional Conduct because such a mode of information transmission afforded a reasonable expectation of privacy. For greater protection of client information, our firm has the capability to encrypt email. If you would like to request the use of encrypted email, please contact me so I can notify the appropriate personnel in our Information Systems department. However, no system of encryption provides absolute protection of the confidentiality of information communicated by email or by other kinds of electronic communication. Your execution of this engagement letter will constitute the authorization for this firm to communicate with you electronically. If you do not want the firm to use email or other forms of electronic communication for some, or all, of its communication with you, please advise us promptly to that effect. We will follow your instructions as to the manner in which you want to communicate with the firm.

In the event that you want to send to us or receive from us substantive legal communications via email or other electronic means using a computer or other device, or by using an email account, you need to make certain that third parties are not able to gain access to such communications through such computer, device or account. An example of where a third party may gain such access is when a person chooses to communicate electronically via a business email account or a personal email account on a workplace computer or other workplace device. In such instances the person's employer may have access to the electronic communications of the employee using such business devices. It is not advisable for you to communicate with us by using such email accounts or by any other electronic means where there is a significant risk that the electronic communications can be accessed by a third party. It is up to you to determine whether such a significant risk exists when communicating electronically with us.

Clients the Firm is Representing

We want to make it clear that the firm is only representing Lancaster-Lebanon Intermediate Unit 13 and the school districts listed in Appendix "A." However, our representation of each school district is contingent upon its waiver of any conflict created by Eckert's existing representation of any individual or entity in a matter adverse to the school district, and the school district granting a corresponding waiver. So far, the only conflict we have identified involves the Easton Area School District in a matter in which the Charles Chrin Companies are adverse.

In accepting this engagement the firm has not agreed that it is representing any other entity which is affiliated with any of the Clients, such as joint ventures, partnerships, limited liability companies, related entities etc. If you believe that you need to change the identification of the clients to which this engagement pertains, please discuss this matter with me before you execute this engagement letter.

Termination

Unless terminated previously, our representation of the Client shall terminate upon our submission of the last statement for legal services rendered with regard to the Project. At such time we expect full payment for any amounts due and owing.

Present and Future Conflicts of Interest in Unrelated Matters

It is possible that some of this firm's other present or future clients will have unrelated legal matters which are adverse to you while we are representing you on this particular Project. Given the size of this firm it is important to all of our existing and future clients, including you, that the firm not be unduly prevented from representing such clients. Thus the firm reserves the right to continue to represent existing clients, or represent new clients, on matters which are substantially unrelated to the Project, even if the interests of other firm clients are directly adverse to you in those other matters.

Specifically, we have informed you that we represent UGI's electric division on several matters. While it is not clear that any legal conflict is created, you agree to waive any potential conflict created by this representation. In addition, by executing this engagement letter you are granting an advance or prospective waiver of any actual or potential conflict of interest with other clients of this firm as long as such firm representations are not substantially related to our work on the Project. Please be assured that firm attorneys working on your matter will not disclose any of your confidential information to other firm attorneys not working on your matter. If appropriate, the firm will put in place a screening mechanism to protect your confidential information.

Post Engagement Matters

This firm will be providing the legal services which are specifically described in this engagement letter. After we complete this representation changes may occur in the applicable law which might affect your rights and liabilities in the future. Unless the Client retains this firm to provide additional legal advice pertaining to such changes, this firm is under no continuing duty to advise you regarding those changes.

Client File Retention Policy

Clients are entitled to request and receive client-owned files unless the firm asserts a legally cognizable right to retain all or a portion of the files. No client files can be removed from the firm and transmitted to any person or entity without the Client's written authorization. After a legal representation has ended, client-owned files will either be returned to the Client or kept in the possession of the firm in accordance with its file retention policy. Under that policy, client files are retained by the firm for a fixed time period after which the files may be destroyed. No client files will be destroyed unless approved by the responsible firm attorney on that legal

Steven M. Frey
January 3, 2012
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representation or by the firm's Executive Director. Files released to a client are no longer subject to the firm's client file retention policy.

Countersignature by Client

Of course, you are always free to seek advice from other counsel on the terms of the engagement. If this engagement letter is consistent with your understanding of our fee and representation arrangement, please sign the enclosed copy where indicated and return it to me along with the retainer fee. If you have any questions concerning any of the matters discussed in this letter, please do not hesitate to let me know.

We appreciate the opportunity to be of service to you on this Project and look forward to working with you.

Very truly yours,

ECKERT SEAMANS CHERIN & MELLOTT, LLC

By 
Daniel Clearfield

enclosure

Accepted and agreed to this __ day of _____, 2012.

Client: _____

By: _____
Signature

Title: _____

APPENDIX A

Penn Manor School District
Lampeter-Strasburg School District
Annville-Cleona School District
Eastern Lancaster County School District
Manheim Central School District
Eastern Lebanon County School District
Cocalico School District
Columbia Borough School District
Conestoga Valley School District
Donegal School District
Bethlehem Area School District
Allentown School District
Manheim Township School District
Easton Area School District
Lebanon County Career & Technology Center
Hempfield School District
School District of Lancaster
Warwick School District
Northern Lebanon School District
Palmyra School District
Ephrata Area School District
Elizabethtown Area School District
Lancaster County Career & Technology Center
Lebanon School District
Cornwall Lebanon School District

Note: The above list represents those School Districts that are anticipated to join in this engagement. The list shall be subject to change, to include only those School Districts that have accepted and agreed to this engagement.

CENTRAL MANOR CHANGE ORDERS

CONTRACTOR	CHANGE ORDER NUMBER	AMOUNT Add (Deduct)	CHANGE ORDER NUMBER	DESCRIPTION
WARFEL CONSTRUCTION	24	\$ 3,668.00	24.1	\$6,231.00 Furnish labor & materials for foundation repair work
			24.2	(\$2,563.00) Credit to delete work associated with masonry sign on Blue Rock Road
	25	\$ 30,152.00	25.1	\$30,152.00 Furnish labor & materials to replace damaged ceiling tiles damaged by other primes. (credits pending)

MANOR MIDDLE SCHOOL FIRE ALARM SYSTEM CHANGE ORDERS

DESCRIPTION

CHANGE ORDER NUMBER AMOUNT Add (Deduct) CHANGE ORDER NUMBER

1 \$ (2,635.00)

1.1 (\$3,100.00) Credit to delete new door holder power branch circuit feeders
 1.2 \$465.00 Furnish labor & materials to add 2 strobes and 1 horn/strobe

VIETRI ELECTRIC

PENN MANOR SCHOOL DISTRICT - February 6, 2012						
2009 REAL ESTATE TAX EXONERATION						
2010 REAL ESTATE TAX EXONERATION						
2011 REAL ESTATE TAX EXONERATION						
<u>BILL NO.</u>	<u>NAME</u>	<u>PARCEL ID</u>	<u>REASON</u>	<u>ASSESSMENT CHANGE</u>	<u>TAX DOLLARS LOST</u>	
MILLERSVILLE BOROUGH						
44009-3-1239	URBAN MILLERSVILLE MANOR LLC	4407091100000	APPEAL	\$ 41,700.00	\$ 663.45	
44010-3-1827	URBAN MILLERSVILLE MANOR LLC	4407091100000	APPEAL	\$ 2,535,400.00	\$ 41,732.68	
44011-3-1829	URBAN MILLERSVILLE MANOR LLC	4407091100000	APPEAL	\$ 2,723,300.00	\$ 45,451.88	

PENN MANOR SCHOOL DISTRICT

February 6, 2012 Board Agenda

New employee and change in status [*] for the 2011-2012 school year:

Alexander, Melissa L.* – elementary professional employee, full-time, long-term substitute, retroactive to the start of the 2011-2012 school year, B.S. +24 Degree, no experience, Step 1, \$41,376 (\$20,140.64 prorated 87 days plus 5 in-service days, [change from \$40,987 prorated \$19,951.12]. Assignment: Grade 2 Teacher/Martic Elementary School

Urban, Eric C. – secondary professional employee, full-time, long-term substitute, retroactive to December 12, 2011, B.S. Degree, no experience, Step 1, \$40,987 [\$25,155.76 prorated 114 days plus 2 in-service days], pending receipt of required documents. Assignment: Social Studies Teacher/Penn Manor High School

Eric Urban is a graduate of Manheim Township High School and West Chester University with a B.A. degree in American History and a secondary social studies certification. Prior to subbing at Penn Manor High School he substituted in various positions in the Pequea Valley School District.

Support Staff Personnel Action Items

Board Action	Last Name	First Name	Position	Building	Hours per Day	Days per Year	Rate	Status	Total Overall Daily Hours	Notes
2/6/2012	DELL'ESTATE	STEPHANIE	TITLE I ASSISTANT	CONESTOGA	5.00	181	\$ 15.00	For the 2011-12 School Year Only	5.00	Effective 2/6/2012 Enrollment Related - 2011-12 School Year
2/6/2012	GRIFFITH	PAT	ERA - Academic Support	CONESTOGA	0.50	180	\$ 9.02	For the 2010-11 School Year Only	3.00	Effective 2/6/2012 Enrollment Related - 2011-12 School Year
2/6/2012	* WEIDMAN	BONNIE	ERA - Academic Support	CENTRAL MANOR	5.00	180	\$ 10.35	For the 2011-12 School Year Only	5.00	Effective 2/6/2012 Enrollment Related - 2011-12 School Year
2/6/2012	GRIFFITH	PAT	CAFETERIA AIDE	CONESTOGA	1.50	180	\$ 9.02	Permanent	3.00	Effective 2/6/2012
2/6/2012	GRIFFITH	PAT	BUILDING AIDE	CONESTOGA	1.50	180	\$ 9.02	Permanent	3.00	Effective 2/6/2012
2/6/2012	CALDWELL	GRACE	SUPPORT STAFF SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 2/6/2012
2/6/2012	ROHRER	CANDY	FOOD SERVICE SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 2/6/2012

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

* signifies a change in status