

Agenda – Committee of the Whole  
Penn Manor School District  
Monday, October 15, 2012  
Manor Middle School – Board Room

5:00 Dinner

5:15 Assumptions: Principles, Programs, and Positions Workshop

### **EXECUTIVE SESSION**

6:30 Personnel

### **COMMITTEE OF THE WHOLE**

**7:00**

CALL TO ORDER: Dr. Frerichs

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, November 5, 2012 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES: October 1, 2012  
<http://www.pennmanor.net/boardminutes/>

STUDENT REPORT: Sarah Evarts and Jenn Adams

CITIZEN'S COMMENTS: Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

**Item 1.** Introduction of New Head Coaches – Mr. Roth  
(7:15 – 7:30)

Jennifer Forney – Head Girls' Lacrosse Coach  
Michael Fowler – Head Wrestling Coach

Larry Bellew – Head Boys’ Basketball Coach  
Ashley Knepp – Cheerleading Coach

**Item 2.**  
(7:30 – 7:50)

Tolerance Services – Mr. Hanna

*Explanation: Mr. Hanna has worked with Penn Manor High School since a racial incident occurred at the high school in November 1997. He will provide a brief overview of his services.*

**Information Only**

**Item 3.**  
(7:50 – 8:05)

Docu-fide Electronic Transcript Program – Mr. Gale, Mrs. Ostrowski, Mr. Reisinger (see attachment)

*Explanation: Pennsylvania Department of Education (PDE) has contracted with Parchment Inc. to implement the Pennsylvania Electronic Student Transcripts And Records System (PA eSTARS), a statewide network for schools to exchange student records and transcripts at all grade levels, including postsecondary education. Penn Manor has the ability to join this new consortium for a yearly fee of \$2000.*

**Approval for Placement on the October 15 School Board Meeting Agenda**

**Item 4.**  
(8:05 – 8:20)

2012 and 2013 Bond Issues - Mr. Johnston, Ms. Rhonda Lord of Kegel, Kelin, Almy & Lord, Ms. Lauren Eby of RBC Capital Markets, LLC (see attachments)

*Explanation: The initial phase of financing for the construction of the new Hambright building and the proposed parameters resolution will be presented for approval. In addition, a parameters resolution for the refunding of the current 2006 bond will be presented.*

**Approval for Placement on the October 15 School Board Meeting Agenda**

**Item 5.**  
(8:20 – 8:35)

Amended Employee’s Health Care Cooperative Agreement - Mr. Johnston

*Explanation: Discussion of the proposed amended EHCC agreement that would include language for “Expanded Membership” and for “Withdrawal Process.” The EHCC Board has approved the language changes, but final approval lies with the school boards of member districts.*

**Approval for Placement on the October 15 School Board Meeting Agenda**

**Item 6.**  
(8:35 – 8:50)

2011-2012 Funds Transfer - Mr. Johnston

*Explanation: As presented at the October 1st, 2012 board meeting, transferring the unused portion of the expenditure budget has been a traditional method of funding capital reserve projects. As discussed previously, the administration is recommending a transfer to the Capital Reserve Fund and to the Capital Reserve Technology Fund*

**Approval for Placement on October 15 School Board Meeting Agenda**

**Item 7.**  
(8:50 – 9:00)

Committed Fund Balances - Mr. Johnston

*Explanation: The board is presented an opportunity to commit fund balances during the budget process and during the audit process. As uncommitted funds are limited to 8% of expenditures, fund balances are examined every fall to ensure compliance. Tonight, the administrative staff is asking for approval to commit funds for future textbook purchases, debt service stabilization and PSERs retirement rate stabilization.*

**Approval for Placement on the October 15 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.



**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.    Series of 2012 Bond Financing Resolution for approval of a Bond Issue as per the attached resolution. The proceeds from the bond issue will be used for the new Hambright Construction Project (see pages 5-12).
- B.    Refunding of Debt for approval for the refunding of the Series of 2006 Bonds as per the attached resolution. The new issue is expected to be conducted in 2013 (see pages 13-21).
- C.    Subscribe to the Docu-fide Electronic Transcript Program coordinated through the Pennsylvania Department of Education (PDE) at a yearly fee of \$2000 (see attachment).

*Explanation: Pennsylvania Department of Education (PDE) has contracted with Parchment Inc. to implement the Pennsylvania Electronic Student Transcripts And Records System (PA eSTARS), a statewide network for schools to exchange student records and transcripts at all grade levels, including postsecondary education. Penn Manor has the ability to join this new consortium for a yearly fee of \$2000.*

- D.    Amended Employee’s Health Care Cooperative Agreement – The committee is recommending approval of the following amendments as presented (see page 22).  
      \_\_\_ The Expanded Membership Amendments  
      \_\_\_ The Withdrawal Process Amendments

*Explanation: The amended EHCC agreement would includes language for “Expanded Membership” and for “Withdrawal Process”. The EHCC Board has approved the language changes, but final approval lies with the school boards of member districts.*

- E.    Committed Fund Balance – The Resolution for Commitment of June 30, 2012 Fund Balance (to be distributed.)
- F.    2011-2012 General Fund Transfer – The committee is recommending approval for the transfer of \$ \_\_\_\_\_ to the Capital Reserve Fund and \$ \_\_\_\_\_ to the Technology Capital Reserve Fund as presented.

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

- A.    Affiliation Agreement with Millersville University for Social Work Volunteer and Field Placement Agencies (see pages 23-25).
- B.    Tax Exoneration as cited (see page 26).

C. All Hazard Plan (see attachment)  
*Explanation: Pennsylvania Chapter 10 regulations now require the district to have an All Hazards Plan modeled on the Pennsylvania Emergency Management Agency (PEMA) All Hazard Plan. The school board approved a contract in the spring of 2012 with IU 13 to customize the plan to Penn Manor's procedures.*

D. PMHS Central Complex Toilet Renovations Change Order, TMI Commercial, Inc. totaling \$1,320.26 to supply and install kits to extend pipes and carriers.

*Explanation: During demolition it was noted that the drain pipes and carriers for fixtures were too short and required extension kits.*

E. Acceptance of Pennsylvania Department of Education's Agreement to change the AYP status for Penn Manor High School to "Making Progress" and Penn Manor School District to "Made AYP."

*Explanation: The Pennsylvania Department of Education has agreed with the information supplied by Penn Manor indicating that the high school and school district have made AYP for 2012.*

**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 page 27).

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:

Andrew D. DeLong  
Meridith R. Eckroat  
Charles B. Goodrich  
Luann H. Peiffer  
Virginia L. Wallace

C. Counseling – The administrative staff is recommending approval for Melissa Ostrowski to be paid at the hourly professional rate for up to 20 hours per month during the 2012-2013 school year for assistance in counseling students and families in connection with the Penn Manor Virtual School.

*Explanation: Mrs. Ostrowski services as the primary staff contact for the Penn Manor Virtual School run in collaboration with IU 13. This is the second year of the program and her duties associated with this program go beyond the contractual hours.*

D. Leave to the individuals according to the terms listed:

Professional Employee

Employee B24 - November 16, 2012 – January 10, 2013 Family Medical

Classified Employee

Employee B25 - October 8, 2012 - October 7, 2013 Intermittent Family Medical

- E. Penn Points Advisor for the 2012-1013 school year.  
Lisa Angelucci -- \$2,207
- F. Resignations - the administrative staff is recommending the board accept the resignations of the individuals listed per the effective date cited.  
John Sage - Custodian - effective 10/31/2012  
Jenny Sappington - Title I Assistant - effective 10/9/2012

ADJOURNMENT

SCHEDULING AN APPEARANCE ON THE AGENDA

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

**RESOLUTION**

A RESOLUTION AUTHORIZING THE INCURRENCE OF GENERAL OBLIGATION INDEBTEDNESS PURSUANT TO THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING A PORTION OF THE COSTS OF CAPITAL PROJECTS OF PENN MANOR SCHOOL DISTRICT, INCLUDING CONSTRUCTION OF HAMBRIGHT ELEMENTARY SCHOOL AND OTHER ONGOING OR PROPOSED CAPITAL PROJECTS AS DETERMINED BY THE SCHOOL DISTRICT, AND PAYING THE COSTS AND EXPENSES OF ISSUING THE DEBT; DETERMINING THAT SUCH DEBT WILL BE NONELECTORAL DEBT OF THE SCHOOL DISTRICT; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE DEBT BY PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH DEBT, WHEN ISSUED, WILL CONSTITUTE A GENERAL OBLIGATION OF THE SCHOOL DISTRICT; SETTING FORTH THE PARAMETERS AND THE SUBSTANTIAL FORM OF THE BONDS EVIDENCING THE DEBT; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE SCHOOL DISTRICT; CREATING A SINKING FUND IN CONNECTION WITH SUCH DEBT AND AUTHORIZING SPECIFIED OFFICERS OF THE SCHOOL DISTRICT TO CONTRACT FOR A SINKING FUND DEPOSITORY/PAYING AGENT; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE SCHOOL DISTRICT TO TAKE APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE BONDS, INCLUDING WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; DESIGNATING THE STATUS OF THE BONDS UNDER SECTION 265 (B) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; SETTING FORTH CERTAIN COVENANTS PRECLUDING THE SCHOOL DISTRICT FROM TAKING ACTION WHICH WOULD AFFECT THE TAX EXEMPT STATUS OF THE BONDS; AND OTHER APPROPRIATE PROVISIONS.

Penn Manor School District (the "School District") is undertaking various capital projects, including construction of a new Hambright Elementary School, other ongoing or proposed capital projects as determined by the School District and paying capitalized interest (the "Projects"). The estimated completion date of the Projects is August, 2014.

The School District has obtained realistic cost estimates through actual bids, option agreements, or professional estimates from registered architects, professional engineers or other persons qualified to make such estimates, and has determined that the costs of the Projects will be in excess of the proceeds of the Bonds authorized hereinafter and allocated to the Projects and any interest to be earned thereon.

The Board of School Directors of the School District (the "School Board") contemplates the authorization, sale, issuance and delivery of general obligation bonds, in the maximum aggregate principal amount of Twenty Four Million One Hundred Twenty-Five Thousand Dollars (\$24,125,000), to be designated the "General Obligation Bonds, Series of 2012" (the

“Bonds”), with the proceeds to be applied to the Projects and to payment of related costs of issuance of the Bonds, in accordance with applicable and appropriate provisions of Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (53 Pa. Cons. Stat. Chs. 80-82) (the “Act”). The Bonds may be issued in one or more series of bonds.

The School District has determined that a private sale of the Bonds by negotiation is in the best interest of the School District. The School District has received a proposal (the “Bond Purchase Agreement”) for the purchase of the Bonds, containing certain financial parameters for, and conditions to the issuance of the Bonds (the “Bond Parameters”). The Bond Purchase Agreement will be supplemented by an addendum containing the final terms and conditions of the Bonds, consistent with the Bond Parameters.

The School Board desires to accept the Bond Purchase Agreement, to award the sale of the Bonds, to authorize issuance of nonelectoral debt, to take appropriate action and to authorize proper things, all in connection with the Projects, and all in accordance with, and pursuant to, provisions of the Act.

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

Section 1. The School Board authorizes and directs the issuance of the Bonds pursuant to this Resolution, in accordance with the Act, and the undertaking of the Projects.

Section 2. The School District will incur indebtedness, pursuant to the Act, in the maximum aggregate principal amount of \$24,125,000 for the purpose of providing funds for the payment of a portion of the costs of the Projects and for the costs and expenses of issuing the Bonds. The Bonds may be issued on one or more series of bonds.

Section 3. The School Board determines and states that the realistic estimated useful life of the Projects to which the proceeds of the Bonds relate is in excess of thirty (30) years.

Section 4. The indebtedness authorized by this Resolution is non-electoral debt.

Section 5. The School Board has discussed the merits of alternative methods of selling the Bonds and has determined that a private sale of the Bonds by negotiation is in the best interest of the School District.

Section 6. The Bonds are awarded and sold at private sale by negotiation to RBC Capital Markets LLC, Lancaster, Pennsylvania (the “Purchaser”), with the maximum principal amounts for each maturity as set forth in Exhibit “A” and otherwise, at the price and in accordance with the other terms and conditions contained in the Bond Purchase Agreement presented to this meeting, provided however, that the purchase price shall not be less than 95% nor more than 115% of the aggregate amount of the Bonds, plus accrued interest if any, from the date thereof to the date of delivery. A copy of the Bond Purchase Agreement, which is accepted, is attached to this Resolution as Exhibit “B” and will be lodged with the official minutes of this meeting. The terms and conditions of the Bond Purchase Agreement are incorporated herein by reference. Officers of the School Board are authorized and directed to endorse the acceptance of

the School District on the Bond Purchase Agreement and to deliver an executed copy thereof to the Purchaser.

The Business Manager of the School District is hereby authorized to approve the final terms and conditions to be presented by the Purchaser within the Bond Parameters. An addendum to the Bond Purchase Agreement (the "Addendum") containing the final terms of the Bonds shall be executed and delivered by the Business Manager of the School District and included as part of the Bond Purchase Agreement accepted by this Resolution. The Addendum shall be incorporated in the Bond Purchase Agreement.

In addition to the conditions set forth in the Bond Purchase Agreement referenced above, such awards and sales are conditional upon the following:

- (a) all provisions of this Resolution becoming effective;
- (b) approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the issuance of the Bonds;
- (c) approval of the Pennsylvania Department of Education, to the extent such approval is determined to be necessary by the School District; and
- (d) approval of any other governmental agency, the approval of which is determined to be necessary by the School District.

Section 7. The President (or a Vice President), Treasurer (or Assistant Treasurer), and Secretary (or Assistant Secretary), of the School Board, and the Business Manager of the School District, or any one of such officers alone, are authorized and directed to prepare, verify and file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Bonds in the name of the School District, and to take other necessary or appropriate action, including if necessary or desirable, any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt, or to designate all or any portion of the Bonds or any series of the Bonds as "qualified tax-exempt obligations" under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). The President (or a Vice President), Treasurer (or Assistant Treasurer), and Secretary (or Assistant Secretary), of the School Board, and the Business Manager of the School District, or any one of such officers alone, are authorized and directed to prepare, verify and file PLANCON documents appropriate to this transaction.

Section 8. The Bonds, when issued, will be General Obligation Bonds and will constitute general obligations of the School District.

Section 9. The School District covenants with the registered owners of the Bonds outstanding pursuant to this Resolution that:

- (a) the School District will include in its budget, for each fiscal year in which such sums are payable, the amount of debt service on the Bonds issued hereunder which will be payable in each such fiscal year so long as any of the Bonds remain outstanding;

(b) the School District will appropriate such amounts to the payment of such debt service; and

(c) the School District will duly and punctually pay or cause to be paid, from the Sinking Fund hereinafter established, or from other funds, the principal of every bond and the interest thereon at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

For such budgeting, appropriation and payment, the School District pledges its full faith, credit and taxing power. The covenant contained in this section is specifically enforceable.

Section 10. The Bonds will be numbered consecutively, as issued, without regard to denomination or maturity, will bear interest at a rate or rates not to exceed 6.0% per annum, and will mature, or be payable upon mandatory redemption prior to stated maturity, in the maximum annual amounts (by fiscal year) set forth in Exhibit "A."

Section 11. The Bonds will be issued in registered form, substantially in the form set forth in Exhibit "C" with appropriate omissions, insertions and variations.

The principal of and interest on the Bonds will be payable in lawful money of the United States of America at the corporate trust office of Fulton Bank, National Association, in Lancaster, Pennsylvania, which is appointed Paying Agent and Registrar for the Bonds and Sinking Fund Depository and is herein called the "Paying Agent."

Section 12. The Bonds may be subject to optional redemption by the School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 6 hereof. The Bonds may be subject to mandatory redemptions prior to maturity, determined in the manner described in Section 6 hereof, not in excess of any annual principal payment amount set forth in Exhibit "A" hereof.

Section 13. The Depository Trust Company, New York, New York ("DTC") will act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system ("DTC Participants"). The ownership of one fully registered bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each bond will be in the aggregate principal amount of such maturity as shown on the Addendum to the Bond Purchase Agreement. The School District will cause the Bonds to be delivered to DTC for the benefit of the purchaser of the Bonds on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive certificated bonds and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, redemption price, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the School District nor the Paying Agent will have any

direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The School District is authorized to execute such documents as may be necessary or desirable in connection with DTC's services as securities depository. The School District may appoint a successor securities depository.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the School District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the proper officers of the School District are authorized to designate a successor securities depository or to deliver certificates to the Beneficial Owners of the Bonds.

The School District will give notice, or cause the Paying Agent to give notice, to DTC in accordance with the Blanket Letter of Representations for the redemption or other retirement of the Bonds. The School District will provide the form of notice. Upon receipt of such notice, DTC will forward the notice to the DTC Participants for subsequent forwarding of such notice to the Beneficial Owners of the Bonds. The School District will pay the customary charges for such mailing.

Section 14. The School District covenants that there will be and there is established a sinking fund for the Bonds to be held by the Paying Agent (or such substitute or successor Paying Agent, which will hereafter be appointed in accordance with the provisions of the Act) in the name of the School District, but subject to withdrawal only by the Paying Agent. The sinking fund will be known as the "Sinking Fund, Penn Manor School District, General Obligation Bonds, Series of 2012" (the "Sinking Fund").

The Paying Agent is authorized and directed to pay from the Sinking Fund the principal of and interest on the Bonds as the same become due and payable in accordance with the terms thereof and the School District covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the holders or owners thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, will be returned to the School District. Nothing contained herein will relieve the School District of its liability to the registered owners of unrepresented bonds.

Section 15. The School District will not assume the payment of any tax or taxes in consideration of the purchase of the Bonds.

Section 16. The officers of the School District are authorized to enter into an Agreement with Fulton Bank, National Association, providing for the confirmation and acceptance of the appointments herein made as Paying Agent and Sinking Fund Depository for the Bonds, for its compensation in such capacities, for the administration of the Sinking Fund and for such other matters as counsel may recommend be included in the Agreement and as the officers may approve by their execution of the Agreement. The officers of the School District

are further authorized to contract with Fulton Bank, National Association, or one or more other banks or bank and trust companies, to the extent deemed necessary or advisable, for additional services as trustee, fiscal agent, sinking fund depository or paying agent.

Section 17. The School District covenants with the holders of the Bonds that no part of the proceeds of the Bonds will at any time be used directly or indirectly to acquire securities or obligations, the acquisition of which would cause any of the Bonds to be “arbitrage bonds” as currently defined in Section 148 of the Code, or under any similar statutory provisions, or any currently enacted rule or regulation promulgated thereunder or under former Section 103(c) of the Internal Revenue Code of 1954, with the effect that interest on the Bonds would no longer be exempt from federal income taxes. The School District further covenants that it will comply with the terms of Section 148 of the Code and said rules and regulations throughout the term of the Bonds and will make no investment inconsistent with the foregoing covenant. The School District further covenants that it will promptly and timely comply with the reporting and filing requirements of Section 149(e) of the Code.

The School District covenants with the holders of the Bonds that it will comply with the arbitrage rebate requirements of Section 148 of the Code, as such requirements may apply to earnings on the investment of the proceeds of the Bonds. The School District covenants to maintain any proceeds of the Bonds which may be invested (until such time as they are needed) in segregated investments which readily will permit a determination of earnings on the proceeds. To the extent that the amount earned on all nonpurpose investments (as defined in Section 148 of the Code) exceeds the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the Bonds, the School District will, unless otherwise exempt, pay to the United States the amount of rebate calculated in accordance with Section 148 and the regulations promulgated pursuant thereto.

Section 18. If applicable, as determined from the Bond Purchase Agreement and the Addendum thereto, the School District will purchase municipal bond insurance for the Bonds in accordance with the terms of the Bond Purchase Agreement. Proper officers or agents of the School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance as contemplated in the Bond Purchase Agreement, including the payment of the premium for such insurance.

Section 19. The Bonds will be executed by the President or Vice President of the School Board of the School District and attested by the Secretary or Treasurer of the School District. The School District seal will be impressed upon the Bonds. The Bonds will be authenticated by the manual signature of the Paying Agent, which will also certify that the approving opinion of Bond Counsel, which will be affixed to each bond, is an accurate reproduction of the approving opinion delivered at the closing for the Bonds.

Section 20. Upon receipt of the purchase price for the Bonds, including interest thereon accrued to the date of delivery, if any, the proper officers of the School District will pay said amount to the Paying Agent and said amount will be deposited in a settlement account (the “Settlement Account”). From the Settlement Account, the Paying Agent will disburse a portion of the proceeds of the Bonds to the School District to pay a portion of the costs of the Projects.

Remaining funds in the Settlement Account will be disbursed from time to time by the Paying Agent, pursuant to written instructions from the President or Vice President of the School Board or the Business Manager the School District, to pay issuance costs in connection with the Bonds, and any balance ultimately remaining in any such reserve will, upon written instructions of the President or Vice President of the School Board or the Business Manager of the School District, be deposited in the Sinking Fund or otherwise applied according to said instructions.

Section 21. For the purpose of expediting the closing and the issuance and delivery of the Bonds, or in the event that the President or the Secretary of the School Board is absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Resolution, the Vice President or the Treasurer of the School Board, respectively, or the Business Manager of the School District, are authorized and directed to execute documents, or otherwise to act on behalf of the School District in their stead.

Section 22. The proper officers of the School District are authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices which may be necessary or appropriate to issue the Bonds, to authorize the payment from the Settlement Account of issuance costs of the Bonds, to obtain and pay for bond insurance for the Bonds, and otherwise to comply with the provisions of the Resolution or the Act, in the name and on behalf of the School District.

Section 23. The School District covenants that, in accordance with the provisions of Rule 15c2-12 (the "Rule") promulgated by The Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, it will provide continuing disclosure for the benefit of the holders of the Bonds. Such continuing disclosure will be in conformance with the Rule and will relate to the financial and operating data of the School District and to the occurrence of certain material events as contemplated by the Rule. The officers of the School District are authorized to enter into a Continuing Disclosure Agreement to set forth the School District's obligations under the Rule, and to document the School District's agreement to provide the required disclosure under the Rule.

Section 24. This Resolution is enacted pursuant to, and the Bonds issued hereunder will be subject to, the provisions of the Act and all of the mandatory provisions thereof will apply hereunder whether or not explicitly stated herein.

Section 25. This Resolution constitutes a contract with the holders or registered owners of the Bonds from time to time outstanding hereunder and will be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

Section 26. In case any one or more of the provisions contained in this Resolution or in any bond issued pursuant hereto will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Resolution or of the Bonds, and this Resolution or the Bonds will be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

Section 27. All resolutions and parts of resolutions heretofore adopted to the extent that the same are inconsistent herewith are repealed.

Section 28. This Resolution will take effect on the earliest date permitted by the Act.

**DULY ADOPTED**, by the School Board of the School District, in lawful session duly assembled, this 15<sup>th</sup> day of October, 2012.

**PENN MANOR SCHOOL DISTRICT**  
Lancaster County, Pennsylvania

By: \_\_\_\_\_  
President of the Board  
of School Directors

**ATTEST:**

\_\_\_\_\_  
Secretary of the Board of  
School Directors

(SEAL)

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

**RESOLUTION**

A RESOLUTION AUTHORIZING THE INCURRENCE OF GENERAL OBLIGATION INDEBTEDNESS PURSUANT TO THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS FOR THE PURPOSE OF REFUNDING AND RESTRUCTURING ALL OR A PORTION OF THE SCHOOL DISTRICT'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2006 AND PAYING THE COSTS AND EXPENSES OF ISSUING THE DEBT; DETERMINING THAT SUCH DEBT WILL BE NONELECTORAL DEBT OF THE SCHOOL DISTRICT; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE DEBT BY PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH DEBT, WHEN ISSUED, WILL CONSTITUTE A GENERAL OBLIGATION OF THE SCHOOL DISTRICT; SETTING FORTH THE PARAMETERS AND THE SUBSTANTIAL FORM OF THE NOTES EVIDENCING THE DEBT; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE SCHOOL DISTRICT; CREATING A SINKING FUND IN CONNECTION WITH SUCH DEBT AND AUTHORIZING SPECIFIED OFFICERS OF THE SCHOOL DISTRICT TO CONTRACT FOR A SINKING FUND DEPOSITORY/PAYING AGENT; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE SCHOOL DISTRICT TO TAKE APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE NOTES, INCLUDING WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; DESIGNATING THE STATUS OF THE NOTES UNDER SECTION 265 (B) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; SETTING FORTH CERTAIN COVENANTS PRECLUDING THE SCHOOL DISTRICT FROM TAKING ACTION WHICH WOULD AFFECT THE TAX EXEMPT STATUS OF THE NOTES; AND OTHER APPROPRIATE PROVISIONS.

Penn Manor School District (the "School District") previously issued \$19,430,000 principal amount of General Obligation Bonds, Series of 2006 dated June 1, 2006 (the "2006 Bonds") for the purpose of providing funds for capital construction projects of the School District and paying the costs and expenses of issuing the 2006 Bonds. \$18,030,000 aggregate principal amount of the 2006 Bonds is currently outstanding, of which \$4,180,000 aggregate principal amount matures on June 1, 2013 and \$13,850,000 aggregate principal amount maturing on or after June 1, 2014 is subject to redemption at the option of the School District at the principal amount thereof on June 1, 2013 or any date thereafter.

The Board of School Directors of the School District (the "School Board") deems it in the best interest of the School District to undertake the refunding and restructuring of all or a portion of the outstanding 2006 Bonds in accordance with the provisions of the Act. The School District has determined to refund the 2006 Bonds as described hereinafter (the "Refunding Plan") at such time as the present value of the debt service savings to the School District resulting from refunding the 2006 Bonds, net of the costs and expenses of issuing the Notes hereinafter described, equals at least \$\_\_\_\_,000 (the "Required Savings").

The School Board contemplates the authorization, sale, issuance and delivery of general obligation notes, in the maximum aggregate principal amount of Twenty Million Five Hundred Thirty-Five Thousand Dollars (\$20,535,000), to be designated the “General Obligation Notes, Series of 2013” (the “Notes”), with the proceeds to be applied to the Refunding Plan and payment of related costs of issuance of the Notes, all in accordance with applicable and appropriate provisions of the Act.

The School District has determined that a private sale of the Notes by negotiation is in the best interest of the School District. The School District has received a proposal (the “Note Purchase Agreement”) for the purchase of the Notes from RBC Capital Markets, containing certain financial parameters for, and conditions to the issuance of the Notes (the “Note Parameters”). The Note Purchase Agreement will be supplemented by an addendum containing the final terms and conditions of the Notes, consistent with the Note Parameters.

The School Board desires to accept the Note Purchase Agreement, to award the sale of the Notes, to authorize issuance of nonelectoral debt, to take appropriate action and to authorize proper things, all in connection with the Refunding Plan, and all in accordance with, and pursuant to, provisions of the Act.

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

Section 1. The School Board authorizes and directs the issuance of the Notes pursuant to this Resolution, in accordance with the Act, and the undertaking of the Refunding Plan.

Section 2. The School District will incur indebtedness, pursuant to the Act, in the maximum aggregate principal amount of \$20,535,000 for the purpose of providing funds for the refunding and restructuring of all or a portion of the 2006 Bonds, and for payment of the costs and expenses of issuing the Notes.

Section 3. The School Board determines and states that:

(a) the description of the Refunding Plan set forth in the recitals hereto is incorporated by reference;

(b) the purpose of refunding the 2006 Bonds is to permit the School District to take advantage of lower debt service over the life of the 2006 Bonds, to restructure total debt service within limitations imposed by the Act, and to exchange the 2006 Bonds with notes;

(c) the proceeds of the Notes will be sufficient to pay debt service on and redeem the 2006 Bonds, and to pay the costs and expenses of the redemption and the issuance of the Notes; and

(d) the schedules provided to the School District by its financial advisor include the calculations and figures supporting these determinations.

Section 4. The School Board determines and states that the estimated remaining useful life of the capital projects funded by the 2006 Bonds, to be refunded by the Notes, is at least twenty-four (24) years.

Section 5. The indebtedness authorized by this Resolution is non-electoral debt.

Section 6. The School Board has discussed the merits of alternative methods of selling the Notes and has determined that a private sale of the Notes by negotiation is in the best interest of the School District.

Section 7. The Notes are awarded and sold at private sale by negotiation to RBC Capital Markets LLC, Lancaster, Pennsylvania (the "Purchaser"), with the maximum principal amounts for each maturity as set forth in Exhibit "A" and otherwise, at the price and in accordance with the other terms and conditions contained in the Note Purchase Agreement presented to this meeting, provided however, that the purchase price shall not be less than 95% nor more than 115% of the aggregate amount of the Notes, plus accrued interest if any, from the date thereof to the date of delivery. A copy of the Note Purchase Agreement, which is accepted, is attached to this Resolution as Exhibit "B" and will be lodged with the official minutes of this meeting. The terms and conditions of the Note Purchase Agreement are incorporated herein by reference. Officers of the School Board are authorized and directed to endorse the acceptance of the School District on the Note Purchase Agreement and to deliver an executed copy thereof to the Purchaser.

The Business Manager of School District is hereby authorized to approve the final terms and conditions to be presented by the Purchaser, within the Note Parameters and at such time as the Required Savings are achieved. An addendum to the Note Purchase Agreement (the "Addendum") containing the final terms of the Notes shall be executed and delivered by the Business Manager of the School District and included as part of the Note Purchase Agreement accepted by this Resolution. The Addendum shall be incorporated in the Note Purchase Agreement.

In addition to the conditions set forth in the Note Purchase Agreement referenced above, such awards and sales are conditional upon the following:

- (a) all provisions of this Resolution becoming effective;
- (b) approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the issuance of the Note;
- (c) approval of the Pennsylvania Department of Education, to the extent such approval is determined to be necessary by the School District; and
- (d) approval of any other governmental agency, the approval of which is determined to be necessary by the School District.

Section 8. The President (or a Vice President), Treasurer (or Assistant Treasurer), and Secretary (or Assistant Secretary), of the School Board, and the Business Manager of the School District, or any one of such officers alone, are authorized and directed to prepare, verify

and file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Notes in the name of the School District, and to take other necessary or appropriate action, including if necessary or desirable, any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt, or to designate all or any portion of the Notes as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “Code”). The President (or a Vice President), Treasurer (or Assistant Treasurer), and Secretary (or Assistant Secretary), of the School Board, and the Business Manager of the School District, or any one of such officers alone, are authorized and directed to prepare, verify and file PLANCON documents appropriate to this transaction.

Section 9. The Notes, when issued, will be General Obligation Notes and will constitute general obligations of the School District.

Section 10. The School District covenants with the registered owners of the Notes outstanding pursuant to this Resolution that:

(a) the School District will include in its budget, for each fiscal year in which such sums are payable, the amount of debt service on the Notes issued hereunder which will be payable in each such fiscal year so long as any of the Notes remain outstanding;

(b) the School District will appropriate such amounts to the payment of such debt service; and

(c) the School District will duly and punctually pay or cause to be paid, from the Sinking Fund hereinafter established, or from other funds, the principal of every note and the interest thereon at the dates and places and in the manner stated in the Notes according to the true intent and meaning thereof.

For such budgeting, appropriation and payment, the School District pledges its full faith, credit and taxing power. The covenant contained in this section is specifically enforceable.

Section 11. The Notes will be numbered consecutively, as issued, without regard to denomination or maturity, will bear interest at a rate or rates not to exceed 6.0% per annum, and will mature, or be payable upon mandatory redemption prior to stated maturity, in the maximum annual amounts (by fiscal year) set forth in Exhibit “A.”

Section 12. The Notes will be issued in registered form, substantially in the form set forth in Exhibit “C” with appropriate omissions, insertions and variations.

The principal of and interest on the Notes will be payable in lawful money of the United States of America at the corporate trust office of Fulton Bank, National Association, in Lancaster, Pennsylvania, which is appointed Paying Agent and Registrar for the Notes and Sinking Fund Depository and is herein called the “Paying Agent.”

Section 13. The Notes may be subject to optional redemption by the School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 7 hereof. The Notes may be subject to mandatory redemptions prior to

maturity, determined in the manner described in Section 7 hereof, not in excess of any annual principal payment amount set forth in Exhibit “A” hereof.

Section 14. The Depository Trust Company, New York, New York (“DTC”) will act as securities depository for the Notes on behalf of the firms which participate in the DTC book-entry system (“DTC Participants”). The ownership of one fully registered note for each maturity of the Notes will be registered in the name of Cede & Co., as nominee for DTC. Each note will be in the aggregate principal amount of such maturity as shown on the Addendum to the Note Purchase Agreement. The School District will cause the Notes to be delivered to DTC for the benefit of the purchaser of the Notes on or before the date of issuance of the Notes.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Notes (the “Beneficial Owner”) will not receive certificated notes and will not be the registered owner thereof. Ownership interest in the Notes may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Notes, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, redemption price, and interest on the Notes, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the School District nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Notes.

The School District is authorized to execute such documents as may be necessary or desirable in connection with DTC's services as securities depository. The School District may appoint a successor securities depository.

DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the School District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the proper officers of the School District are authorized to designate a successor securities depository or to deliver certificates to the Beneficial Owners of the Notes.

The School District will give notice, or cause the Paying Agent to give notice, to DTC in accordance with the Blanket Letter of Representations for the redemption or other retirement of the Notes. The School District will provide the form of notice. Upon receipt of such notice, DTC will forward the notice to the DTC Participants for subsequent forwarding of such notice to the Beneficial Owners of the Notes. The School District will pay the customary charges for such mailing.

Section 15. The School District covenants that there will be and there is established a sinking fund for the Notes to be held by the Paying Agent (or such substitute or successor Paying Agent, which will hereafter be appointed in accordance with the provisions of the Act) in the name of the School District, but subject to withdrawal only by the Paying Agent. The sinking fund will be known as the “Sinking Fund, Penn Manor School District, General Obligation Notes, Series of 2013” (the “Sinking Fund”).

The Paying Agent is authorized and directed to pay from the Sinking Fund the principal of and interest on the Notes as the same become due and payable in accordance with the terms thereof and the School District covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Notes which have not been claimed by the holders or owners thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, will be returned to the School District. Nothing contained herein will relieve the School District of its liability to the registered owners of unrepresented notes.

Section 16. The School District will not assume the payment of any tax or taxes in consideration of the purchase of the Notes.

Section 17. The officers of the School District are authorized to enter into an Agreement with Fulton Bank, National Association, providing for the confirmation and acceptance of the appointments herein made as Paying Agent and Sinking Fund Depository for the Notes, for its compensation in such capacities, for the administration of the Sinking Fund and for such other matters as counsel may recommend be included in the Agreement and as the officers may approve by their execution of the Agreement. The officers of the School District are further authorized to contract with Fulton Bank, National Association, or one or more other banks or bank and trust companies, to the extent deemed necessary or advisable, for additional services as trustee, fiscal agent, sinking fund depository or paying agent.

Section 18. The 2006 Bonds will be called for redemption by the School District in accordance with the terms of the Addendum to the Note Purchase Agreement, at the applicable redemption price of 100% of principal amount, together with accrued interest to the redemption date as determined by the Note Purchase Agreement and/or the Addendum thereto (the "Redemption Date"). From and after the Redemption Date, all interest on the 2006 Bonds will cease to accrue. This call is contingent only upon the issuance of the School District's Notes and upon receipt of the purchase price thereof from the Purchaser.

The 2006 Bonds called for redemption will become due and payable on the Redemption Date at Fulton Bank, National Association, Lancaster, Pennsylvania upon presentation and surrender of the 2006 Bonds.

The School District will direct the Paying Agent for the 2006 Bonds to give notice of redemption of the 2006 Bonds following acceptance of the final terms and conditions of the Notes as described in Section 7 hereof.

Section 19. The School District covenants to enter into an Escrow Agreement with Fulton Bank, National Association, as Escrow Agent, to be dated as of the date of closing on the Notes providing, among other things: for the deposit with the Escrow Agent of an amount which will be sufficient to pay the principal of and interest on the 2006 Bonds on the Redemption Date; for the irrevocable pledge of all amounts held under the Escrow Agreement for the payment of principal and interest on and redemption of the 2006 Bonds; and for the payment of incidental costs of payment and redemption.

On the date of delivery of the Notes, the President and Secretary or other appropriate officers of the School District are authorized and directed to execute and deliver the Escrow Agreement, in the form approved by such officers with the advice of Bond Counsel, to the Escrow Agent. The proper officers of the School District are directed to take any action which may be necessary or appropriate to carry out the terms of the Escrow Agreement.

Section 20. The School District covenants with the holders of the Notes that no part of the proceeds of the Notes will at any time be used directly or indirectly to acquire securities or obligations, the acquisition of which would cause any of the Notes to be “arbitrage bonds” as currently defined in Section 148 of the Code, or under any similar statutory provisions, or any currently enacted rule or regulation promulgated thereunder or under former Section 103(c) of the Internal Revenue Code of 1954, with the effect that interest on the Notes would no longer be exempt from federal income taxes. The School District further covenants that it will comply with the terms of Section 148 of the Code and said rules and regulations throughout the term of the Notes and will make no investment inconsistent with the foregoing covenant. The School District further covenants that it will promptly and timely comply with the reporting and filing requirements of Section 149(e) of the Code.

The School District covenants with the holders of the Notes that it will comply with the arbitrage rebate requirements of Section 148 of the Code, as such requirements may apply to earnings on the investment of the proceeds of the Notes. The School District covenants to maintain any proceeds of the Notes which may be invested (until such time as they are needed) in segregated investments which readily will permit a determination of earnings on the proceeds. To the extent that the amount earned on all nonpurpose investments (as defined in Section 148 of the Code) exceeds the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the Notes, the School District will, unless otherwise exempt, pay to the United States the amount of rebate calculated in accordance with Section 148 and the regulations promulgated pursuant thereto.

Section 21. If applicable, as determined from the Note Purchase Agreement and the Addendum thereto, the School District will purchase municipal bond insurance for the Notes in accordance with the terms of the Note Purchase Agreement. Proper officers or agents of the School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance as contemplated in the Note Purchase Agreement, including the payment of the premium for such insurance.

Section 22. The Notes will be executed by the President or Vice President of the School Board of the School District and attested by the Secretary or Treasurer of the School District. The School District seal will be impressed upon the Notes. The Notes will be authenticated by the manual signature of the Paying Agent, which will also certify that the approving opinion of Bond Counsel, which will be affixed to each note, is an accurate reproduction of the approving opinion delivered at the closing for the Notes.

Section 23. Upon receipt of the purchase price for the Notes, including interest thereon accrued to the date of delivery, if any, the proper officers of the School District will pay said amount to the Paying Agent and said amount will be deposited in a settlement account (the “Settlement Account”). From the Settlement Account, the Paying Agent will disburse a portion

of the proceeds of the Notes to make the escrow deposit required under the Escrow Agreement to provide for the payment of principal and interest due on, and the redemption price of, the 2006 Bonds on the Redemption Date.

Remaining funds in the Settlement Account will be disbursed from time to time by the Paying Agent, pursuant to written instructions from the President or Vice President of the School Board or the Business Manager of the School District, to pay issuance costs in connection with the Notes, and any balance ultimately remaining in any such reserve will, upon written instructions of the President or Vice President of the School Board or the Business Manager of the School District, be deposited in the Sinking Fund or otherwise applied according to said instructions.

Section 24. The School District covenants and agrees that, concurrently with the issuance of and payment for the Notes, the School District will have irrevocably paid to the Escrow Agent proceeds from the Notes which, together with interest to be earned thereon if any, will be sufficient to pay all outstanding principal and interest due and payable on the 2006 Bonds, so that the 2006 Bonds will no longer be outstanding under the terms of the 2006 Bonds and the resolution of the School Board under which the 2006 Bonds were issued and under the terms of the Act.

Section 25. For the purpose of expediting the closing and the issuance and delivery of the Notes, or in the event that the President or the Secretary of the School Board is absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Resolution, the Vice President or the Treasurer of the School Board, respectively, or the Business Manager of the School District, are authorized and directed to execute documents, or otherwise to act on behalf of the School District in their stead.

Section 26. The proper officers of the School District are authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices which may be necessary or appropriate to issue the Notes, to authorize the payment from the Settlement Account of issuance costs of the Notes, to obtain and pay for bond insurance for the Notes, and otherwise to comply with the provisions of the Resolution or the Act, in the name and on behalf of the School District.

Section 27. The School District covenants that, in accordance with the provisions of Rule 15c2-12 (the "Rule") promulgated by The Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, it will provide continuing disclosure for the benefit of the holders of the Notes. Such continuing disclosure will be in conformance with the Rule and will relate to the financial and operating data of the School District and to the occurrence of certain material events as contemplated by the Rule. The officers of the School District are authorized to enter into a Continuing Disclosure Agreement to set forth the School District's obligations under the Rule, and to document the School District's agreement to provide the required disclosure under the Rule.

Section 28. This Resolution is enacted pursuant to, and the Notes issued hereunder will be subject to, the provisions of the Act and all of the mandatory provisions thereof will apply hereunder whether or not explicitly stated herein.

Section 29. This Resolution constitutes a contract with the holders or registered owners of the Notes from time to time outstanding hereunder and will be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

Section 30. In case any one or more of the provisions contained in this Resolution or in any note issued pursuant hereto will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Resolution or of the Notes, and this Resolution or the Notes will be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

Section 31. All resolutions and parts of resolutions heretofore adopted to the extent that the same are inconsistent herewith are repealed.

Section 32. This Resolution will take effect on the earliest date permitted by the Act.

**DULY ADOPTED,** by the School Board of the School District, in lawful session duly assembled, this 15<sup>th</sup> day of October, 2012.

**PENN MANOR SCHOOL DISTRICT**  
Lancaster County, Pennsylvania

By: \_\_\_\_\_  
President of the Board  
of School Directors

**ATTEST:**

\_\_\_\_\_  
Secretary of the Board of  
School Directors

(SEAL)

Resolution

**WHEREAS,** \_\_\_\_\_ (the "School District") is a member of the **Lancaster-Lebanon Public Schools Employees' Health Care Cooperative** (the "EHCC"), the affairs of which are governed by an Intergovernmental Cooperation Agreement (the "Agreement"), to which the School District is a party;

**WHEREAS,** the Board of Directors of the EHCC has recommended that the Agreement be amended as stated in the Amended and Restated Agreement attached hereto as Exhibit A and incorporated herein by reference (in such Exhibit A, deleted text has been struck-through and inserted text has been double-underlined) (the "Amendments"), which Amendments address two areas:

(a) "Expanded Membership" (inserted text is shown in blue) – the ability to admit Pennsylvania higher education and nonpublic school entities into the EHCC, and related changes to the structure of the EHCC Board to accommodate such possible new members; and

(b) "Withdrawal Process" (inserted text is shown in green) – the ability for a member to withdraw early from the EHCC upon unanimous approval by the EHCC Board, and a measure of liability in the event of a member's unauthorized withdrawal; and

**WHEREAS,** the EHCC Board of Directors believes that the proposed Amendments, if approved, would reasonably lead to cost savings to the School District through its participation in the EHCC.

**NOW, THEREFORE, BE IT RESOLVED** that the School District hereby approves one or both of the two groups of Amendments to the Agreement, which are attached hereto and incorporated herein by reference, indicated by checking the box(es) below corresponding to the Amendments being approved by the School District.

- The Expanded Membership Amendments (inserts shown in BLUE)
  
- The Withdrawal Process Amendments (inserts shown in GREEN)

CERTIFICATION:

The undersigned hereby certifies that the foregoing resolution was duly adopted by the Board of School Directors of \_\_\_\_\_ School District on \_\_\_\_\_, 2012.

Date: \_\_\_\_\_

\_\_\_\_\_  
Secretary/Assistant Secretary

(SEAL)

{00659881.2}

**AFFILIATION AGREEMENT**  
**WITH SOCIAL WORK VOLUNTEER AND FIELD PLACEMENT AGENCIES**

THIS AGREEMENT is made between MILLERSVILLE UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and **Penn Manor School District** (hereinafter "AGENCY"). The parties intend to be legally bound to the following terms:

**I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- a. *Selection of Students.* The University shall be responsible for the selection of qualified social work students to participate in the volunteer and practicum experiences. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the agency.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its social work students. The University shall be responsible for the administration of the program, the curriculum content as well as the requirements for matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall arrange for placement interviews of the senior level students at the agency prior to the field placement assignment in the spring semester of each academic year. The field coordinator will provide information on potential placement students to the agency before interviews take place along with a copy of the release form signed by the student permitting the transmittal of this information. Since senior field placements only occur during the spring semester, in most cases these interviews will occur before or (in some cases) during the fall semester so that student and agency can work together on classroom based field assignments during the fall semester. Sophomore and junior students will be contacting agency staff directly with classroom professors providing information and guidance.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the agency and should any student fail to abide by any policy and/or procedure. He or she may be subject to removal from the agency or the social work program, according to the problem resolution process described in the Social Work student handbook.
- e. *Professional Liability Insurance.* Unless covered by the agency's liability policy, senior students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the field placement assignment. The agency understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act. 42 Pa.C.S.A. §§852 1, et. seq. Sophomore and junior students are not required to have such liability coverage because they are not expected to have the direct practice responsibilities of seniors.

## II. DUTIES AND RESPONSIBILITIES OF AGENCY

- a. *Establishment of Field Placement Opportunities.* The agency authorizes the use of its facilities as may be agreed upon by the agency and the University as a field placement site for undergraduate social work students. This field placement is for students enrolled in the University's Social Work program. This field placement is required by the national accrediting body in social work education (CSWE).
- b. *Policies of Agency.* The Agency will review with each student, prior to the beginning of the placement, any and all applicable policies, codes or confidentiality issues related to the experience.
- c. *Administration.* The Agency will have sole authority and control over all aspects of services to its clientele. The Agency will be responsible for and retain control over the organization and operation of its programs.
- d. *Removal of Noncompliant Student.* The Agency shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the Agency should immediately contact the responsible University Faculty Liaison, course professor and/or the Field Coordinator.
- e. *Designation of Representative.* The Agency shall designate a person to serve as administrative liaison with the University. This representative will monitor compliance with the terms of this affiliation agreement and meet periodically with the field coordinator at the University to address issues of shared concern. This may or may not be the same person designated to supervise individual students as field instructor.
- f. *Supervision of Students.* The Agency shall designate a person to serve as a field instructor who will assign appropriate work to the student, mentor her/his professional development, evaluate the performance of the student and assure the continuing match between agency and student goals. For senior students the field instructor will meet periodically with the faculty liaison from the University in order to discuss, plan and evaluate the student's experience. For sophomore and junior students the field instructor will complete the forms provided by the classroom professor and return them as indicated.
- g. *Reporting of Student Progress.* The field instructor will complete all evaluation forms and other reports required by the University in a timely manner. This includes mid-term and final evaluations on forms provided by the faculty liaison and any other documentation required by the program.
- h. *Student Records.* The Agency shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

## III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the Agency for each semester's field placement experiences.
- b. *Term of Agreement.* The term of this agreement shall be for five (5) years from the original date of enactment. This is the maximum permitted length of such agreements and this time runs regardless of breaks in participation. At the end of this term a new affiliation agreement must be executed before student placements can occur.



PENN MANOR SCHOOL DISTRICT - October 15, 2012					
2012 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>
<b>PEQUEA TOWNSHIP</b>					
51012-3-507	FISHER, STEPHEN ET AL c/o POWELL STEELE	5100758100000	APPEAL DECISION	\$ 101,500.00	\$ 1,722.46

**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
10/15/2012	PURSEL	STACY	ERA - ACADEMIC SUPPORT	ESHLEMAN	2.25	180	\$ 9.02	For the 2012-13 School Year Only	2.25	Effective 10/1/2012 Enrollment Related - 2012-13 School Year
10/15/2012	MUTH	AMANDA	TITLE I ASSISTANT	HAMBRIGHT	5.00	181	\$ 15.00	For the 2012-13 School Year Only	5.00	Effective 10/15/2012 Enrollment Related - 2012-13 School Year
10/15/2012	KEEFER	JUSTIN	SUPPORT STAFF SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 10/15/2012
10/15/2012	SWARR	KAREN	SUPPORT STAFF SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 10/1/2012

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

\* signifies a change in status

**Board Meeting**  
10/15/2012

10/10/2012 2:34 PM