

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

MISSION STATEMENT

The Bethlehem Area School District, in partnership with the home and community, is committed to providing a safe and supportive environment in which each student will attain the knowledge, skills, and attitudes necessary to become a productive citizen and lifelong learner in our technologically demanding and culturally diverse society.

A G E N D A
REGULAR MEETING – January 26, 2009

1. Roll Call
2. Pledge of Allegiance
3. Silent Meditation
4. Special Recognitions
5. Instructional Report
SPARK Preschool Program
Marilee Ostman, Principal
6. Courtesy of the Floor to Visitors (30 minutes allowed)
7. Reports of Student Representatives
8. Approval of Minutes
November 10, 2008 – Special Board Meeting
November 17, 2008 – Regular Board Meeting
December 1, 2008 – Board Reorganization Meeting
9. Approval of Committee Minutes
10. Financial Report/Payment of Bills
11. President's Communication/Special Meetings
12. Superintendent's Report/Federal Program Update
13. Unfinished Business
14. Recommendations of Administration
15. Reports of Committees
16. New and Miscellaneous Business
17. Courtesy of the Floor to Visitors
18. Adjournment

MEMORANDUM

JANUARY 23, 2009

TO : BOARD OF SCHOOL DIRECTORS

FROM : STANLEY J. MAJEWSKI, JR., BOARD SECRETARY

SUBJECT : REGULAR MONTHLY MEETING – JANUARY 26, 2009

The Regular Meeting of the Board of School Directors of the Bethlehem Area School District for January will be held on *Monday, January 26, 2009, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, PA 18017.* The agenda is attached.

SJM:ace

Att.

cc: Dr. Lewis
Mr. Washington

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1. *Authorization to Approve PPL Right-of-Way Agreement – Elizabeth Avenue – Liberty High School Project Site*

INFORMATION:

PPL is installing a new three phase electrical service to the new Dunkin Donuts/Gas Station being constructed at the corner of Elizabeth Avenue and Linden Street. PPL has requested a right-of-way be provided for placement of one vertical guy anchor to support a new power transmission pole. The guy anchor will be located on the Liberty High School property approximately three feet away from the sidewalk along Elizabeth Avenue at a point approximately 75 feet from Linden Street.

This was reviewed at the Board Finance Committee Meeting on January 12, 2009. The board had some concerns regarding this and additional information from PPL was provided to the board and is attached.

RECOMMENDATION:

That the Board of School Directors approves the attached right-of-way agreement for installation of one pole support guy anchor approximately three (3) feet away from the sidewalk along Elizabeth Avenue from a point approximately 75 feet from Linden Street.



W.O. Number:					
4	8	2	8	0	2

RIGHT-OF-WAY AGREEMENT

Corporations

KNOW ALL MEN BY THESE PRESENTS, That Bethlehem Area School District, a corporation of Pennsylvania hereinafter called "GRANTOR", intending to be legally bound, does hereby for itself and its successors and assigns grant unto **PPL ELECTRIC UTILITIES CORPORATION**, hereinafter referred to as "PPL", its successors, assigns, and lessees, the right, privilege and authority to construct, reconstruct, operate and maintain its electric and communication lines consisting of one (1) anchor guy on pole #66022S48139 and overhead facilities as shown on the plan hereto attached and made a part hereof including wires, cables, fixtures and apparatus upon, across, over, under and along the property which said Grantor owns or in which it has any interest located along Fairview Street, situate in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania; and along the public highways adjoining the said property, including the right of ingress and egress to and from the said lines for any of the aforesaid purposes; also the right to cut down any and all trees within five (5) feet each side of centerline of the electric/communication line and the right to trim any and all trees within five (5) feet each side of centerline of the electric/communication line and to remove brush along said lines which in the judgment of said PPL menace the said lines; and also the right to permit the attachment of wires and cables of any other person or company to said poles. The said PPL, its successors, assigns and lessees shall not be limited in its or their enjoyment of the rights hereby granted as may be first constructed, but shall have at all times in the future the right to construct, operate and maintain and from time to time to reconstruct additional electric/communication wires, cables, fixtures and apparatus upon, across, over, under and along subject property. Any poles or facilities erected hereunder along a highway, whether within or outside the highway limits, may be relocated to conform to new or relocated highway limits.

IN WITNESS WHEREOF, Grantor has caused this agreement to be executed in its corporate name by its proper officers, this _____ day of _____, 2009.

1516 Sycamore Street, Bethlehem, PA 18017
P.O. Address

ATTEST:

Bethlehem Area School District

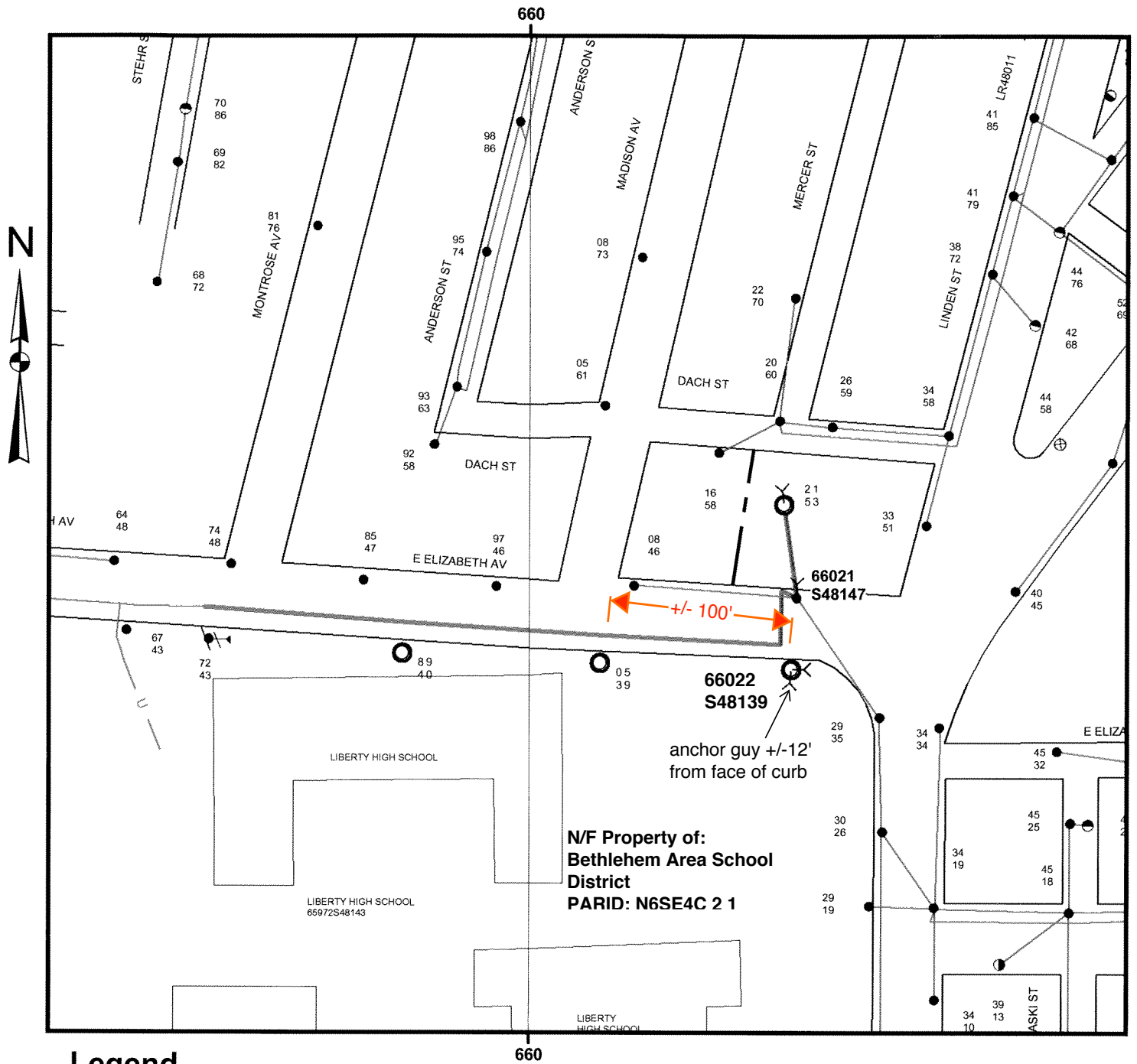
By: _____

(SEAL)

Secretary

School Board President

(SEAL)



Legend

- Overhead Wires, Existing
- U Underground Cables, Existing
- Overhead Wires, Proposed
- Ⓜ Primary Metering Point, Existing
- Non-PPL Pole, Existing
- ⦿ Pole, Proposed
- Pole, Existing
- ⚡ Pole, Replace
- ⚡ Anchor Guy, Replace
- ⚡ Anchor Guy, Proposed
- — Property Line

Not for Construction

W.O.:	238160	PLAN SHOWING FACILITIES ON PROPERTY OF:	
W.R.:	482802		
S.R.:			
SCALE:	None	BETHLEHEM	NORTHAMPTON COUNTY
DATE:	11/13/2008	PPL Electric Utilities Corporation ALLENTOWN, PENNA.	
ENGR.:	Funk, Kyle	APPROVAL:	DATE:
		SIGNATURE:	
		DWG. NO.: 66021S48147-R/W	

Note:

For exact location of right-of-way and/or facilities within right-of-way contact the local PPL Electric Utilities Corporation office.

2. *Monocacy Building – Fire Monitoring System*

INFORMATION:

The City of Bethlehem conducted a recent fire inspection of the fire monitoring system at the Monocacy building. The metal building in back of the Monocacy building indicated that the alarm system was not code compliant. Smoke detectors and fire pull stations are required to be installed and wired to communicate to the existing Monocacy building fire panel. If this upgrade is not performed, students and staff will not be permitted to occupy this building.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to secure the services of Altronics Security Systems to provide fire monitoring systems upgrades at a price not to exceed \$3,740.

3. *Transportation Privatization*

INFORMATION:

The Board of School Directors is interested in reducing the cost of student transportation services and seeks to hire a transportation consultant to review a contracted transportation option. The consultant will develop a Request for Proposal for transportation options, provide Pennsylvania reimbursement subsidy review, and evaluate and rank proposals. Presentations to the board are not included in the proposal and will be billable.

RECOMMENDATION:

That the Board of School Directors appoints Student Transportation Solutions as the district transportation consultant to develop alternative transportation options and develop a Request for Proposal for transportation services, per the proposal dated November 21, 2008, at a price not to exceed \$10,000. Further, the consultant shall not be eligible to provide a bid or quote for contracted student transportation services, nor will the consultant directly or indirectly benefit from the awarding of a contract to privatize student transportation services, if the school district decides to authorize such an award.



Student Transportation Solutions

Bethlehem Area School District

Agreement for Consulting Services

THIS AGREEMENT is entered into this 27th day of January, 2009 by and between the Bethlehem Area School District (hereinafter referred to as the "DISTRICT"), and Student Transportation Solutions, Inc. (hereinafter referred to as the "CONSULTANT").

1. The CONSULTANT shall provide to the DISTRICT the consulting services described in Exhibit A attached hereto and made a part hereof (the "Services"). The services may from time to time be modified by a written instrument duly executed by authorized representatives of the parties.

2. (a) The DISTRICT shall pay the CONSULTANT for Services per the rate sheet entitled "Bethlehem Area School District Proposal 11/21/08".

(b) The CONSULTANT shall have the right to invoice the DISTRICT monthly during the term hereof for the Services. Invoices shall be paid no later than the date of the second meeting of the School Board after receipt of invoice.

(c) Expenses incurred by the CONSULTANT for which the DISTRICT has agreed to reimburse the CONSULTANT shall become due and shall be paid upon the CONSULTANT'S presentation to the DISTRICT of supporting documentation for such expenses, in form and substance reasonably satisfactory to the DISTRICT.

3. The term of this Agreement shall expire upon the completion of the Services, subject to earlier termination as provided herein.

4. The DISTRICT shall designate an individual to be the DISTRICT'S primary contact with the CONSULTANT regarding the Services.

5. In the course of providing the Services, the CONSULTANT shall not violate any applicable federal, state or local law, ordinance, rule or regulation and shall comply with all applicable rules and policies of the DISTRICT of which the CONSULTANT has been made aware by the DISTRICT.

6. The CONSULTANT covenants and agrees to use all documents and other information concerning the Services disclosed to it by the DISTRICT only in connection with the performance of the Services. The CONSULTANT shall not disclose such information to any third party without the prior written consent of the DISTRICT.

7. The DISTRICT shall be deemed to be the owner of all work, materials and data produced by the CONSULTANT in connection with providing the Services.

8. The CONSULTANT shall be an independent contractor with respect to the provision of the Services and shall not be considered an employee of the DISTRICT and shall not be entitled to workers' compensation or unemployment insurance benefits from the DISTRICT.

9. Either party may, without prejudice to any other right or remedy it may have, terminate this Agreement by written notice to the other party if such other party shall be in material breach of this Agreement. In the event of such termination by the DISTRICT, the CONSULTANT shall be paid only for the Services actually performed and shall be reimbursed only for expenses actually incurred as of the date of such termination

10. The liability of the CONSULTANT to the DISTRICT for any and all claims, losses, costs, damages of any nature whatsoever or claims or expenses from any cause or causes relating to the performance of the Services shall be limited to an amount not exceeding the maximum total amount of the fees reflected on Exhibit (excluding expenses) to be paid by the DISTRICT to the CONSULTANT for the Services rendered. Such claims and causes include, but are not limited to, negligence, professional errors and omissions, strict liability, breach of contract or warranty. In no event shall Rosado be liable for any consequential, special or indirect damages arising out of the furnishing of the Services hereunder.

11. The principal of the CONSULTANT is also the owner of Paragon Transit, Inc., a school bus contactor in Pennsylvania. During the term of this Agreement, the CONSULTANT shall cause Paragon Transit, Inc. to refrain from providing a bid or quote with respect to a contract with the DISTRICT relating to student transportation services.

12. The CONSULTANT shall not be entitled to receive and shall not accept, directly or indirectly, any benefit from the award by the DISTRICT of a contract to privatize student transportation services, if the DISTRICT decides to authorize such a contract.

13. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if hand delivered or sent by regular mail to:

CONSULTANT:

Student Transportation Solutions
3096 Route 100
Macungie, PA 18062

DISTRICT:

Bethlehem Area School District
1516 Sycamore Street
Bethlehem, PA 18017

14. Neither party hereto shall assign this Agreement or any of its rights, duties or obligations hereunder without the prior written consent of the other.

15. This Agreement contains the complete and exclusive agreement of the parties and supersedes any and all other agreements or understandings prior hereto. This Agreement may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

16. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

17. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that this Agreement shall be assigned only in accordance with the provisions of Paragraph 14 hereof.

IN WITNESS WHEREOF, the DISTRICT and the CONTRACTOR have executed and delivered this agreement as of the day and year written on the first page hereof.

ATTEST/WITNESS:

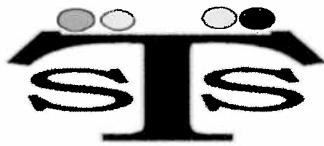
BETHLEHEM AREA SCHOOL DISTRICT

By:_____

ATTEST/ WITNESS:

STUDENT TRANSPORTATION SOLUTIONS, INC.

By:_____



Student Transportation Solutions

Bethlehem Area School District Proposal 11/21/08

Phase I:

- Collect pertinent available information
- Review data/ perform basic operational overview
- Evaluate and rank transportation options
- Estimate privatization cost range

Hourly cost per schedule. Phase I cost not to exceed: \$2,500.00

Phase II:

- Collaborate with BASD on public vs private costs
- PA subsidy comparison public vs private

Hourly cost per schedule. Phase II cost not to exceed: \$2,500.00

Phase III:

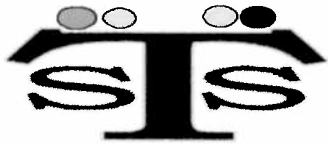
- Devise and review RFP strategy
- Develop RFP timelines
- Prepare RFP documentation
- Manage entire RFP process
- Evaluate and rank proposals

Hourly cost per schedule. Phase III cost not to exceed: \$4,000.00

Presentations:

- Above costs do not include Board presentations on any Phase
- Required presentations at hourly cost per schedule
- Billable preparation time before presentation= Min 2 hour, Max 4 hour office time

NOTE: Any additional approved work at hourly rates per schedule



Student Transportation Solutions

QUALIFICATIONS & EXPERIENCE:

Russ A. Leibensperger was born in the Lehigh Valley and raised in the school bus business, washing buses and performing all types of general maintenance during his formative years. After graduating from Elizabethtown College in 1977 with a BA Degree in Business Administration, Russ managed the family school bus contracting business, *Leibensperger School Transportation, Inc.* (LSTI) of East Texas, PA for 10 years. LSTI's scope of operation included the East Penn, Northampton Area, and Salisbury Township school districts.

In 1987, LSTI became a subsidiary of the largest school bus transportation company in North America, *Laidlaw Transit*. Russ's area of responsibility continually grew, and soon he held the position of Area General Manager for a territory that included Eastern Pennsylvania, Maryland, and Washington, D.C. This territory included 20 operating facilities with over 1,400 vehicles and employees. The Area operation served 25 School District customers, and ranged in size from 14 vehicles in a rural Lehigh Valley School District to over 300 vehicles in the School District of the District of Columbia (DC Public Schools).

As an Area General Manager, Russ was directly involved with customers, handling public relation tasks as well as creating and ensuring success of individual business plans for each branch location, contract negotiations and extensions. He has comprehensive hands-on experience in every aspect of student transportation.

Russ was a Board member of the Pennsylvania School Bus Association for over 10 years, and retains membership today. In 1995, he served on a special task committee to study the Pennsylvania state re-imbursement formula program and make recommendations for change. In 1997, he was presented the National School Transportation Association's prestigious Golden Merit Award.

In June of 2002, Russ resigned his position to return to his entrepreneurial roots. *Student Transportation Solutions* was formed in 2002 to assist school districts with consulting services. Additionally, Russ founded a brand new student transportation company, *Paragon Transit*, in 2004. Paragon Transit was awarded a student transportation contract by the Salisbury Township School District in 2005.

Consulting Fee Schedule:

Principal:

Drive Time (includes all auto expenses)	\$50/ hour
Phone/ Office Work Time (ie: work alone)	\$125/ hour
School Meetings/ Presentation Time	\$180/ hour

Staff: (for special projects as assigned by principal and approved by BASD)

Office Work Time (ie: work alone)	\$40/ hour
All School Meetings/ Presentation Time	\$60/ hour

Billing:

A detailed statement will be sent by the 10th of each month, which shall be payable in full on or before the 10th of the following month. All time shall be rounded forward to the nearest 10 minutes. Minimum time for any contact, including responding to e-mails will be 10 minutes. Drive time to BASD is approx 30 minutes each way. Office supplies and reasonable expenses are not included in the above fee schedule, and receipts will be provided and included on the final statement.

4. *Approval of Proficiency Requirement for Graduation*

INFORMATION:

Beginning with the Class of 2010, our current juniors, students will be required to demonstrate proficiency to be eligible for graduation. Some Special Education students with prior individual determination and Level 1 and 2 ELL students would be exempt from this requirement.

This information was reviewed with the Board of School Directors at the October 27, 2008, and November 3, 2008, Board Curriculum Committee Meetings. In addition, information was posted on the district's Website for public input. The recommendation was brought forward to the board at the November 17, 2008, Regular Board Meeting and was tabled at which concerns were raised over the proposed proficiency requirements.

Following the November 17, 2008, Regular Board Meeting, the administration held a meeting with representatives from the BEA, the Office of Curriculum and Instruction, department chairs, and building administrators to address the concerns. This meeting produced the attached requirements. The board received this information on November 26, 2008, to review. This information was then placed on the December 8, 2008, Regular Board Meeting agenda, and at that meeting, the following recommendations were brought to the board:

- a. Beginning with the Class of 2010, that students will be required to demonstrate proficiency in reading and mathematics in order to be eligible for graduation.
- b. Some Special Education students with prior individual determination and Level 1 and 2 ELL students would be exempt from this requirement.
- c. Demonstration of proficiency would be accepted through multiple routes as outlined on the attached requirements.

The board passed all items except for Letter C above. The proposal that was included in the recommendation was to be reviewed and altered as necessary according to public feedback and people who raised concerns at the board meeting.

4. *Approval of Proficiency Requirement for Graduation***INFORMATION: (continued)**

The attached proposal was placed on the district Website and public input from December 10, 2008, through January 8, 2009. This proposal was also discussed with the high school student advisory group and administrative/supervisory group in December. The administration also met with those people who had concerns, and the proposal was updated with information gathered at the meeting. All this information was shared with the board which included revisions to the proposal and comments from the website and meetings. The board reviewed all of this information at the Board Curriculum Committee Meeting on January 20, 2009.

RECOMMENDATION:

That the Board of School Directors approves the revised attached proposal for Proficiency Requirements for Graduation effective with the Class of 2010 as addressed in Letter C with the demonstration of proficiency being accepted through multiple routes as outlined. Items listed in bold in the attached document indicate the revisions made from the December 8, 2008, Regular Board Meeting.



Proficiency Requirements for Graduation Effective with Class of 2010

The following requirements are being proposed for students in the BASD as means by which students can demonstrate proficiency in skills related to reading and mathematics, and therefore, be eligible for graduation. These requirements are in addition to earning the necessary credits and passing all courses. As noted in (6), there are students whose proficiency would be measured by other means.

It should also be noted that support is also available for students as they work toward meeting these requirements, both before and after taking the PSSA.

- 1) Students are expected to meet proficiency on the reading and math portions of the PSSA during the spring administration. Demonstrating proficiency on the PSSA at this time will give the student the most direct route toward graduation.
- 2) Only those students who demonstrate proficiency in reading and mathematics on the PSSA in 11th grade will be eligible for the Senior Exemption from any Final Exam in the 12th grade.
- 3) Students who do not demonstrate proficiency in reading and mathematics on the PSSA in 11th grade will have the opportunity to do so in one of the following ways:
 - a) Retake the PSSA in fall of senior year and demonstrate proficiency.
 - b) Pass a 9-week Math GAP (Geometry, Algebra, PSSA Prep) class and/or a 9-week English CAT (Comprehension, Analysis, Test-Taking) class. The purpose of these classes is for the student to show progress in the deficient areas.
 - c) **Show progress through the pre/post administration of the Scholastic Reading Inventory (SRI).**
 - d) Demonstrate proficiency on the 11th grade May 4-Sight (or equivalent standardized test) in Math and/or English, as needed, and the requirement for the respective GAP or CAT class will be deemed to have been met for that subject.

- 4) Students who do not show sufficient progress within the options outlined above in #3 **will have an automatic appeal to the building principal to be eligible for graduation by one of the following means:**
- a) For students who were unsuccessful in either reading or in math, the administrator, in consultation with a content expert, conducts a review of student work in the non-proficient subject to determine that progress had been made since exiting the GAP or CAT course.
 - b) Students who did not meet proficiency in both reading and in math have an opportunity to demonstrate proficiency in specific skills through progress monitoring of their work.
 - c) **Transient students, entering Liberty or Freedom High School during 10th grade or above, and who do not show proficiency on the PSSA in reading and/or math, will become part of the automatic appeals process.**
- 5) All students who do not demonstrate proficiency in reading and/or in math will have the opportunity to attend tutoring sessions outside of the school day in addition to the options they have for meeting proficiency requirements. While tutoring is not mandatory, students who participate would be able to include their attendance as one aspect of evidence in an appeals process.
- 6) Some special education students, as determined through the IEP process, would be exempt from these requirements. ELL students at Levels 1 and 2 (pre-production and beginner levels) would be exempt from having to show proficiency on the PSSA. In addition to the options above, other ELL students at Levels 3 and 4 (intermediate and advanced) may also demonstrate proficiency in one of the additional ways:
- a) Demonstrate growth on the yearly WIDA assessment as evidence of progress.
 - b) Demonstrate substantial growth in the four facets of English language (listening, speaking, reading, and writing), as documented on the ESOL stage forms, which track the ELL's academic history while in the BASD. (This would not be an option for transient ELL students.)
 - c) Develop ESOL portfolios as a cumulative compilation of work over time as they move through the ESOL continuum of skills. Scholastic Reading Inventory (SRI) results to determine reading Lexiles would demonstrate growth in literacy.

Note that currently, 11th grade students are provided with supports through specific English and mathematics courses. They also continue to have opportunities for tutoring.

5. *Approval of High School Summer School Program and Night School Program Proposals*

INFORMATION:

The administration reviewed the current High School Summer School Program and the Night School Program and developed new proposals that would make them self-sustaining programs. The proposals were reviewed with the Bethlehem Education Association and approved. The Board of School Directors reviewed the new proposals at the January 20, 2009, Board Curriculum Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the following attached proposals:

- a. For the High School Summer School Program effective June 22, 2009, through July 31, 2009.
- b. For the Night School Program effective September 14, 2009, through December 23, 2009.



High School Summer School Proposal
Six Weeks, Five Days Per Week @ Three Hours Per Day
June 22, 2009 – July 31, 2009

Length of Course

A full credit course will provide instruction over a six-week period, Monday through Friday for a total of 30 days at three (3) hours of instruction per day, for a total of 90 hours of instruction. No time off for July 4 as it falls on a Saturday in 2009.

A half credit course will provide instruction over a three-week period, Monday through Friday for a total of 15 days at three (3) hours of instruction per day, for a total of 45 hours of instruction. No time off for July 4 as it falls on a Saturday in 2009.

Hours of Class

Classes will meet daily for three hours from 8:00 a.m. until 11:00 a.m. A second course will meet from 12 noon until 3:00 p.m.

Teacher Stipend

Faculty will be paid 90 hours at the current leadership rate of \$32.04 per hour for a total of \$2,883.60 for a full credit course.

Faculty will be paid 45 hours at the current leadership rate of \$32.04 per hour for a total of \$1,441.80 for a one-half credit course.

Minimum Registration

A minimum of 18 students will be required to conduct a course. A course maximum of 25 students will be established. A teacher may choose to teach a class with more than 25 students on an individual basis with no increase in stipend.

Insufficient Registration

Teachers will be given the option of teaching a course at a prorated reduction, if registration indicates less than 18 students in the class. For example if only 15 students register for a course (5/6 of the required 18), the teacher will have the option of teaching the course for \$2,403 which

is 5/6 of the total reimbursement. The teacher retains the right not to teach the course for \$2,403 if he/she so chooses.

Full Credit Courses Offered

Full credit courses will be offered in English 9, 10, 11, Algebra 1, Geometry, Algebra 2, World Cultures, U.S. History 10, U.S. History 11, Biology, Chemistry, and Physics. Depending on need, the following courses may be accommodated in the 90 hour format (English 12, Pre-Calculus, Mathematics Concepts, and/or Government/Economics).

One-Half Credit Courses Offered

Health 9, Health 10, Physical Education 9, 10, and 11. Depending on need, the following course may be accommodated in the 45 hour format (Physical Education 12).

Absences

Only two (2) absences will be permitted in a full credit course. A late to class will be considered a one-half day absence. Any total of absences and/or lates to class exceeding two (2) will result in the student being removed from a full credit class. Tuition is non-refundable. All students must take the end of course final assessment.

Only one (1) absence will be permitted in a one-half credit course. Any total of absences and/or lates to class exceeding one (1) will result in the student being removed from a one-half credit class. Tuition is non-refundable. All students must take the end of course final assessment.

Cost

Students will be charged \$200 per full credit course. Students will be charged \$100 per half credit course. Full payment will be due at registration, no exceptions.

Financial Hardship

Cases of financial hardship will be considered on an individual basis in consultation with the high school administration. A rubric will be created to gather pertinent information including academic record in all subjects, code of conduct record, citizenship, attendance, participation in extra-curricular programs, and general attitude. A \$50 per course non-refundable deposit will be required for any student granted a waiver or reduction in cost due to financial hardship.

Administration and Security

The program will be coordinated and administered on a daily basis by two (2) high school assistant principals, one from each high school.



High School Night School Proposal
Fifteen Weeks, Two Days Per Week @ Three Hours Per Day
September 14, 2009 – December 23, 2009

Length of Course

A full credit course will provide instruction over a 15-week period, on Monday and Wednesday afternoon/evenings for a total of 30 days at three (3) hours of instruction per day, for a total of 90 hours of instruction.

A half credit course will provide instruction over a seven and one half (7 $\frac{1}{2}$) week period, Monday and Wednesday afternoons/evenings for a total of 15 days at three (3) hours of instruction per day, for a total of 45 hours of instruction.

Hours of Class

Classes will meet Monday and Wednesday for three (3) hours from 3:30 p.m. until 6:30 p.m. (or from 3:00 p.m. until 6:00 p.m.)

Teacher Stipend

Faculty will be paid 90 hours at the current leadership rate of \$32.04 per hour for a total of \$2,883.60 for a full credit course.

Faculty will be paid 45 hours at the current leadership rate of \$32.04 per hour for a total of \$1,441.80 for a one-half credit course.

Minimum Registration

A minimum of 18 students will be required to conduct a course. A course maximum of 25 students will be established. A teacher may choose to teach a class with more than 25 students on an individual basis with no increase in stipend.

Insufficient Registration

Teachers will be given the option of teaching a course at a prorated reduction, if registration indicates less than 18 students in the class. For example if only 15 students register for a course (5/6 of the required 18) the teacher will have the option of teaching the course for \$2,403 which is 5/6 of the total reimbursement. The teacher retains the right not to teach the course for \$2,403 if he/she so chooses.

Full Credit Courses Offered

Full credit courses will be offered in English 9, 10, 11, Algebra 1, Geometry, Algebra 2, World Cultures, U.S. History 10, U.S. History 11, Biology, Chemistry, and Physics. Depending on need, the following courses may be accommodated in the 90 hour format (English 12, Pre-Calculus, Mathematics Concepts, and/or Government/Economics).

One-Half Credit Courses Offered

Health 9, Health 10, Physical Education 9, 10, and 11. Depending on need, the following course may be accommodated in the 45 hour format (Physical Education 12).

Absences

Only two (2) absences will be permitted in a full credit course. A late to class will be considered a 1/2 day absence. Any total of absences and/or lates to class exceeding two (2) will result in the student being removed from a full credit class. Tuition is non-refundable. All students must take the end of course final assessment.

Only one (1) absence will be permitted in a one-half credit course. Any total of absences and/or lates to class exceeding one (1) will result in the student being removed from a one-half credit class. Tuition is non-refundable. All students must take the end of course final assessment.

Cost

Students will be charged \$200 per full credit course. Students will be charged \$100 per half credit course. Full payment will be due at registration, no exceptions.

Financial Hardship

Cases of financial hardship will be considered on an individual basis in consultation with the high school administration. A rubric will be created to gather pertinent information including academic record in all subjects, code of conduct record, citizenship, attendance, participation in extra-curricular programs, and general attitude. A \$50 per course non-refundable deposit will be required for any student granted a waiver or reduction in cost due to financial hardship.

Administration and Security

Facilitator responsibilities may include conducting registration, developing the academic schedule, monitoring attendance, handling discipline situations, keeping payroll records, as well as other daily duties associated with the program. A monitor may be hired if student enrollment dictates.

6. *Community Service Agency*

INFORMATION:

A very important component of the Bethlehem Area School District's Community Service Program is the involvement of agencies and organizations to serve as hosts for students participating in the program. These organizations must not discriminate against any race, religion, or sex, and must provide assurances that the approved experience is free from religious doctrinal motivation. In addition, each agency must commit to provide our students with opportunities to benefit others.

As part of the Community Service Program, the Board of School Directors must approve each community service sponsor prior to students participating with the agency.

RECOMMENDATION:

That the attached community service sponsor be approved to participate in the Bethlehem Area School District's Community Service Program and be included in the Community Service Directory of Participating Organizations and Agencies.

Name of Agency/Organization: Project Child (a program of Valley Youth House)

Address: 531 Main Street, Bethlehem, PA 18018

Phone number: 610-954-4561

Contact Person: Rochelle Freedman

Email address: projectchildlv@aol.com

Web Site address: www.projectchildlv.org

Number of students requested: 1-2 ***Minimum age:*** 16

Description of service opportunities: Assist with creation of flyers, and marketing materials, help with program evaluation data.

Minimum Time of Service Per Shift or Session: 2 hours

Hours agency is open to community service students: 8:30 a.m. to 4:30 p.m.

Dress requirements: Casual

Supervision provided by: Rochelle Freedman, Program Coordinator and Janice Testman, Administrative Assistant

Training and/or orientation: On site

Additional information or comments:

This agency carries liability insurance covering students on site. (Yes)
This agency participates in court ordered community service activities. (No)
This agency requires Act 34 (criminal history) clearance for employees. (Yes)
This agency conducts events/activities where alcohol is served. (No)
(Parental Waiver is needed if alcohol is served)

7. *Bethlehem Area School District Stadium Concession Stands Report - 2008***INFORMATION:**

During the fall sports season of 2008, the Athletic Department, along with volunteer help from the Freedom and Liberty High Schools' Booster Clubs, operated the concession stands at the Bethlehem Area School District Stadium. The concession stands were open 44 dates for athletic events.

The following is the financial report of this endeavor:

2008 RECEIPTS

Concession Stands	\$69,388.00	
Dick's French Fries	<u>10,076.50</u>	
Total Receipts		\$79,464.50

2008 DISBURSEMENTS

Supplies	47,155.41	
Payroll (Includes FICA & Retirement)	<u>12,424.52</u>	
Total Disbursements		<u>59,579.93</u>

2008 NET PROFIT**\$19,884.57****PROFIT DISTRIBUTION:**

60% Allocated to the Freedom and Liberty High Schools' Booster Clubs (Each = \$5,965.37)	11,930.74
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40% Allocated to the District	<u>7,953.83</u>
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Total Distribution	<u>\$19,884.57</u>
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8. *Student Discipline - #0959295 – Adjudication*

INFORMATION:

The Board of School Directors of the Bethlehem Area School District has received and reviewed the following Information regarding misconduct by one student in violation of District Policy 233.

RECOMMENDATION:

That the Board of School Directors adopts the proposed adjudication relating to Student Number 0959295.

**9. *Student Discipline - #0944309, #0961310, #0974383, and #1005597 –
Waivers***

INFORMATION:

The Board of School Directors of the Bethlehem Area School District has received and reviewed the following Waivers of Expulsion Hearing and Stipulation regarding misconduct by four students in violation of District Policy 233.

RECOMMENDATION:

That the Board of School Directors adopts the waivers relating to Student Number 0944309, 0961310, 0974383, and 1005597.

10. *Student Discipline - #0971524 - Petition*

INFORMATION:

The Board of School Directors of the Bethlehem Area School District has received and reviewed the following petition to return from expulsion from one student.

RECOMMENDATION:

That the Board of School Directors adopts the petition relating to Student Number 0971524.

11. *Federal/State Program Budgets***INFORMATION:**

The 2008-2009 Budget included \$13,175,613 in both revenues and expenditures for federal and state programs. Budget modifications are necessary to properly reflect the current status of funding from various federal and state organizations in the 2008-2009 Budget. The provisions of the Public School Code of 1949, Title 24, Article VI, Section 609 allow for these budget modifications required on a program basis to reflect revisions approved by the various federal and state organizations. These changes will adjust the total federal and state programs' revenues and expenditures from \$13,175,613 to \$13,208,834.

RECOMMENDATION:

That the administration be authorized to revise the federal and state program budgets as indicated on the attached schedule.

2008-2009 FEDERAL/STATE PROGRAM BUDGETS

<u><i>Program Name</i></u>	<u><i>Approved Budget</i></u>	<u><i>Amended Budget</i></u>	<u><i>Increase/ (Decrease)</i></u>
ADULT DIPLOMA PROGRAM (LEAD)	6,100	0	(6,100)
ADULT LITERACY	13,909	18,659	4,750
ALTERNATIVE EDUCATION for DISRUPTIVE YOUTH	150,780	174,600	23,820
KEYSTONE STARS	0	47,260	47,260
LEARN and SERVE AMERICA (Intermediate Curriculum Integration)	0	25,000	25,000
READING IS FUNDAMENTAL - UGI	5,862	5,247	(615)
SAFE and DRUG FREE SCHOOLS	64,240	55,149	(9,091)
TITLE I (NCLB) - Improving Basic Programs	3,380,665	3,328,862	(51,803)
	TOTAL ADJUSTMENTS		<u>33,221</u>
APPROVED FEDERAL/STATE BUDGET REVENUES/EXPENDITURES			\$13,175,613
AMENDED FEDERAL/STATE BUDGET REVENUES/EXPENDITURES			\$13,208,834

12. *Impact Aid, Section 8003*

INFORMATION:

The Bethlehem Area School District annually receives federal funds allocated under the Impact Aid, Section 8003. These funds are used to assist local school districts with the cost of providing educational programs for children from federally supported housing. An annual survey is conducted to determine student eligibility.

RECOMMENDATION:

That the administration be authorized to develop and submit an application reporting the necessary data for the 2008-2009 school year in order to access the 2010 Impact Aid funds under Impact Aid, Section 8003.

13. *Keystone Stars Quality Improvement Grants***INFORMATION:**

Keystone STARS is Pennsylvania's program to improve the quality of early learning. It is a voluntary program that recognizes Department of Public Welfare (DPW) regulated child care providers who exceed state health and safety certification requirements. It has a quality rating system beginning with the Start with STARS level and progressing through a STAR One, Two, Three, or Four designation. Each STAR designation has its own research-based performance standards or benchmarks that are linked to improving outcomes for children.

RECOMMENDATION:

That the administration be authorized to submit 2008-2009 support applications for the following child care centers:

- Clearview Child Care - Star 2 = \$6,300
- Fountain Hill Child Care - Star 2 = \$6,300
- Donegan Child Care - Star 2 = \$ 6,300
- Freemansburg Child Care - Star 2 = \$4,725
- SPARK Child Care - Star 2 = \$4,725
- Asa Packer Child Care - Star 2 = \$4,725
- Calypso Child Care - Star 2 = \$4,725
- Farmersville Child Care - Star 2 = \$,9450
- Governor Wolf Child Care - Star 2 = \$14,185
- Hanover Child Care - Star 2 = \$4,725
- James Buchanan Child Care - Star 2 = \$4,725
- Lincoln Child Care - Star 2 = \$6,300
- Miller Heights Child Care - Star 2 = \$4,725
- Spring Garden Child Care - Star 2 = \$4,725
- Thomas Jefferson Child Care - Star 2 = \$6,300
- William Penn Child Care - Star 2 = \$6,300

14. *Conference/Staff Trip Attendance***RECOMMENDATION:**

That the following conference for staff be approved:

February 8-10, 2009 Pennsylvania Educational Technical Expo and Conference Hershey, Pennsylvania	\$536.45
February 25-28, 2009 Professional Learning Communities at Work Phoenix, Arizona	13,227.84
March 9-11, 2009 Solution Tree's "Building Common Assessments" 2-Day Workshop Boston, Massachusetts	1,845.97

15. *Field Trip Attendance***RECOMMENDATION:**

That the following overnight student trips for students and staff be approved:

January 29-30, 2009 (30 East Hills Middle School Students) Monagacci Winter Camping Trip - Boys Jonas, Pennsylvania	\$0.00
February 4-7, 2009 (2 Freedom High School Students and 2 Liberty High School Students) Pennsylvania Music Educators Association (PMEA) District Orchestra Festival New Tripoli, Pennsylvania	300.00
February 5-6, 2009 (30 East Hills Middle School Students) Monagacci Winter Camping Trip - Girls Jonas, Pennsylvania	0.00
February 19-21, 2009 (2 Liberty High School Students) Regional Chorus Kutztown, Pennsylvania	210.00
February 19-20, 2009 (25 Northeast Middle School Students) Dream Catchers Camping Trip - Boys Kunkletown, Pennsylvania	602.96
February 26-27, 2009 (33 Northeast Middle School Students) Dream Catchers Camping Trip - Girls Kunkletown, Pennsylvania	602.96
May 13-15, 2009 (58 East Hills Middle School Students) Nature Quest's Hickory Run Camping Trip Whitehaven, Pennsylvania	0.00

16. *Resignations*

RECOMMENDATION:

Administrative

- | | | |
|----|-------------|---|
| 1. | NAME: | Ostman, Marilee |
| | ASSIGNMENT: | SPARK, Principal, Prekindergarten Program |
| | REASON: | Retirement |
| | EFFECTIVE: | July 7, 2009 |

16. *Resignations*

RECOMMENDATION:

Instructional

1. NAME: **Behr, Michael**
 ASSIGNMENT: Liberty, Special Education, Life Skills
 Support Teacher
 REASON: Personal
 EFFECTIVE: February 7, 2009

2. NAME: **Iannelli, Barbara**
 ASSIGNMENT: Lincoln, Grade 1 Teacher
 REASON: Retirement
 EFFECTIVE: June 10, 2009

3. NAME: **Reid-Hertzog, Corinne**
 ASSIGNMENT: Liberty, Health and Physical Education
 Teacher
 REASON: Personal
 EFFECTIVE: January 9, 2009

16. Resignations**RECOMMENDATION:*****Noninstructional***

1. NAME: **Barata, Michael**
ASSIGNMENT: ACCESS Program Assistant
REASON: Personal
EFFECTIVE: January 23, 2009
2. NAME: **Garris, Noelle**
ASSIGNMENT: Child Care, Assistant Center Supervisor
REASON: Personal
EFFECTIVE: January 27, 2009
3. NAME: **Kornbluth, Barbara**
ASSIGNMENT: James Buchanan, Teacher Assistant, Special Education, Learning Support
REASON: Personal
EFFECTIVE: January 7, 2009
4. NAME: **Kozerski, Melissa**
ASSIGNMENT: Child Care, Center Supervisor
REASON: Retirement
EFFECTIVE: December 23, 2008
5. NAME: **Semmel, Laurie**
ASSIGNMENT: Maintenance, Supplemental Custodian
REASON: Personal
EFFECTIVE: December 22, 2008
6. NAME: **Souders, Doris**
ASSIGNMENT: Liberty, General Kitchen Help
REASON: Retirement
EFFECTIVE: January 16, 2009
7. NAME: **Trinidad, Annjanette**
ASSIGNMENT: Child Care, Center Supervisor
REASON: Personal
EFFECTIVE: December 22, 2008

16. Resignations**RECOMMENDATION:*****Miscellaneous***

1. NAME: **Kelley, Laura**
 ASSIGNMENT: SPARK, Webmaster
 REASON: Personal
 EFFECTIVE: September 23, 2008

2. NAME: **Peterson, Kevin**
 ASSIGNMENT: Bus Driver
 REASON: Personal
 EFFECTIVE: August 20, 2008

3. NAME: **Velez, Karen**
 ASSIGNMENT: Bus Driver
 REASON: Personal
 EFFECTIVE: September 18, 2008

4. NAME: **Weychert, Robert**
 ASSIGNMENT: Freedom, (.5) Assistant Girls Soccer Coach
 REASON: Personal
 EFFECTIVE: 2008-2009 school year

17. *Leaves of Absence***RECOMMENDATION:*****Instructional***

1. NAME: **Dieter, Karen**
ADDRESS: Allentown
ASSIGNMENT: Donegan, Grade 3 Teacher
REASON: Family Medical/Childrearing Leave of Absence
EFFECTIVE: Family Medical Leave to begin on January 5, 2009,
until the end of the day on March 31, 2009
Childrearing Leave of Absence to begin on April 1,
2009, until the end of the 2008-2009 school year
2. NAME: **Dugan, Deanna**
ADDRESS: Schnecksville
ASSIGNMENT: Nitschmann, Grade 6 Teacher
REASON: Family Medical Leave of Absence
EFFECTIVE: January 12, 2009, until the end of the day on
April 7, 2009
3. NAME: **Giordano, Sophia**
ADDRESS: Bethlehem
ASSIGNMENT: Donegan, Grade 5 Teacher
REASON: Family Medical Leave of Absence
EFFECTIVE: January 12, 2009, until the end of the day on
January 30, 2009
4. NAME: **Landis, Barbara**
ADDRESS: Bath
ASSIGNMENT: Liberty, Special Education, Life Skills Support
Teacher
REASON: Family Medical/Childrearing Leave of Absence
EFFECTIVE: Family Medical Leave to begin on January 20, 2009,
until the end of the day on April 17, 2009
Childrearing Leave of Absence to begin on April 20,
2009, until the end of the 2008-2009 school year

17. *Leaves of Absence***RECOMMENDATION:*****Instructional (continued)***

5. NAME: **Nelson, Sunny**
 ADDRESS: Bethlehem
 ASSIGNMENT: Freemansburg, Grade 3 Teacher
 REASON: Family Medical/Childrearing Leave of Absence
 EFFECTIVE: Family Medical Leave of Absence to begin on
 January 26, 2009, until the end of the day on
 April 23, 2009
 Childrearing Leave of Absence to begin on April 24,
 2009, until the end of the 2008-2009 school year
6. NAME: **Zsilavec, Katie**
 ADDRESS: Bethlehem
 ASSIGNMENT: SPARK, Prekindergarten Teacher
 REASON: Family Medical Leave of Absence
 EFFECTIVE: January 20, 2009, until the end of the day on
 April 17, 2009
7. NAME: **Zupper, Caren**
 ADDRESS: Allentown
 ASSIGNMENT: Farmersville, Grade 4 Teacher
 REASON: Family Medical/Childrearing Leave of Absence
 EFFECTIVE: Family Medical Leave of Absence to begin on
 January 21, 2009, until the end of the day on
 April 20, 2009
 Childrearing Leave of Absence to begin on April 21,
 2009, until the end of the 2008-2009 school year

17. *Leaves of Absence*

RECOMMENDATION:

Noninstructional

1. NAME: **Cordova Sanchez, Yaitza**
 ADDRESS: Bethlehem
 ASSIGNMENT: Child Care, Assistant Center Supervisor
 REASON: General Leave of Absence
 EFFECTIVE: January 8, 2009, until the end of the day on
 January 16, 2009

2. NAME: **Thomas, Sandra**
 ADDRESS: Easton
 ASSIGNMENT: Teacher Assistant (nonpublic)
 REASON: General Leave of Absence
 EFFECTIVE: January 5, 2009, until the end of the day on
 March 27, 2009

18. *Nominations for Appointment***RECOMMENDATION:*****Instructional***

1. NAME: **Guldin, Elizabeth**
 ADDRESS: Northampton
 COLLEGE, DEGREE: Moravian College, B.A.
 ASSIGNMENT: East Hills, Grade 6 Teacher
 STATUS: Long-term Substitute
 SALARY: \$39,389, prorated (Bachelor's, Step 1)
 EFFECTIVE: January 27, 2009, and terminating at the end
 of the 2008-2009 school year, or upon the return
 of M. Van Hise

2. NAME: **Laudenslager, Katie J.**
 ADDRESS: Hellertown
 COLLEGE, DEGREE: Bloomsburg University, B.S.
 ASSIGNMENT: Freedom, (.6) Mathematics Teacher
 STATUS: Long-term Substitute
 SALARY: \$23,633, prorated (Bachelor's, Step 1)
 EFFECTIVE: January 27, 2009, and terminating at the end
 of the 2008-2009 school year, or upon the return
 of S. Carvellas

3. NAME: **Leeson, Maureen P.**
 ADDRESS: Bethlehem
 COLLEGE, DEGREE: DeSales University, B.S.
 ASSIGNMENT: Liberty, Biology Teacher
 STATUS: Long-term Substitute
 SALARY: \$39,389 (Bachelor's, Step 1)
 EFFECTIVE: Continuing from first semester, and terminating at the
 end of the 2008-2009 school year, or upon the return of
 K. Anderko

18. *Nominations for Appointment***RECOMMENDATION:*****Instructional (continued)***

- | | | |
|----|------------------|---|
| 4. | NAME: | Little, Richard D. |
| | ADDRESS: | Easton |
| | COLLEGE, DEGREE: | Lafayette College, B.S.
Drexel University, M.Ed. |
| | ASSIGNMENT: | Freedom, Science Teacher |
| | STATUS: | Long-term Substitute |
| | SALARY: | \$40,887, prorated (Bachelor's +15, Step 1) |
| | EFFECTIVE: | January 27, 2009, and terminating at the end
of the 2008-2009 school year, or upon the return
of L. Frederick |
| | | |
| 5. | NAME: | Mohap, Jacqueline F. |
| | ADDRESS: | Bethlehem |
| | COLLEGE, DEGREE: | Kutztown University, B.S. |
| | ASSIGNMENT: | Broughal, Grade 6 Teacher |
| | STATUS: | Long-term Substitute |
| | SALARY: | \$39,389, prorated (Bachelor's, Step 1) |
| | EFFECTIVE: | January 27, 2009, and terminating at the end
of the 2008-2009 school year, or upon the return
of A. Iberra |
| | | |
| 6. | NAME: | Patti, Nicole M. |
| | ADDRESS: | Easton |
| | COLLEGE, DEGREE: | Moravian College, B.A. |
| | ASSIGNMENT: | Liberty, Mathematics Teacher |
| | STATUS: | Long-term Substitute |
| | SALARY: | \$40,887, prorated (Bachelor's +15, Step 1) |
| | EFFECTIVE: | January 27, 2009, and terminating at the end
of the 2008-2009 school year, or upon the return
of J. Evans |

18. *Nominations for Appointment***RECOMMENDATION:*****Instructional (continued)***

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|----|------------------|--|
| 7. | NAME: | Pum, Brian J. |
| | ADDRESS: | Bethlehem |
| | COLLEGE, DEGREE: | Moravian College, B.A. |
| | ASSIGNMENT: | Freedom, Social Studies Teacher |
| | EXPERIENCE: | 1 year, Bethlehem |
| | STATUS: | Temporary Professional Employee |
| | SALARY: | \$39,689 (Bachelor's, Step 2) |
| | EFFECTIVE: | January 27, 2009 |
| 8. | NAME: | Ruhf, Thomas T. |
| | ADDRESS: | Bethlehem |
| | COLLEGE, DEGREE: | Moravian College, B.A. |
| | ASSIGNMENT: | Freedom, Social Studies Teacher |
| | STATUS: | Long-term Substitute |
| | SALARY: | \$39,389, prorated (Bachelor's, Step 1) |
| | EFFECTIVE: | January 27, 2009, and terminating at the end of the
2008-2009 school year, or upon the return of K.
Sobinski |

18. *Nominations for Appointment***RECOMMENDATION:*****Instructional (continued)***

- | | | |
|-----|------------------|---|
| 9. | NAME: | Sitaras, John |
| | ADDRESS: | Bethlehem |
| | COLLEGE, DEGREE: | St. Francis College, B.S. |
| | ASSIGNMENT: | Northeast, Special Education, Emotional Support Teacher |
| | STATUS: | Temporary Professional Employee |
| | SALARY: | \$39,389, prorated (Bachelor's, Step 1) |
| | EFFECTIVE: | January 27, 2009 |
| 10. | NAME: | Smith, Joanne M. |
| | ADDRESS: | Allentown |
| | COLLEGE, DEGREE: | Wilkes University, B.S.N.
Cedar Crest College, Certification |
| | ASSIGNMENT: | District-wide, (.6) School Nurse |
| | STATUS: | Temporary Professional Employee |
| | SALARY: | \$24,532, prorated (Bachelor's +15, Step 1) |
| | EFFECTIVE: | January 27, 2009 |
| 11. | NAME: | Wilderotter, Paulette M. |
| | ADDRESS: | Nazareth |
| | COLLEGE, DEGREE: | Saint Joseph's University, B.S.
Lehigh University, M.Ed. |
| | ASSIGNMENT: | Governor Wolf, (.5) Instructional Support Teacher |
| | EXPERIENCE: | 7 years, Pennsylvania
1 year, New Jersey |
| | STATUS: | Professional Employee |
| | SALARY: | \$24,859, prorated (Master's +15, Step 9) |
| | EFFECTIVE: | January 27, 2009 |

18. *Nominations for Appointment*

RECOMMENDATION:

Instructional (continued)

12. NAME:	Wilmore, Karen J.
ADDRESS:	Perkasie
COLLEGE, DEGREE:	Delaware Valley College, B.S., Certification
ASSIGNMENT:	Broughal, (.4) Science Teacher
STATUS:	Temporary Professional Employee
SALARY:	\$16,355, prorated (Bachelor's +15, Step 1)
EFFECTIVE:	January 27, 2009

18. *Nominations for Appointment***RECOMMENDATION:*****Noninstructional***

1. NAME: **Collazo, Elizabeth**
 ADDRESS: Bethlehem
 ASSIGNMENT: East Hills, General Kitchen Help, 3.5 hours daily
 SALARY: \$11.18 per hour
 EFFECTIVE: January 27, 2009

2. NAME: **Garman, Mary**
 ADDRESS: Bethlehem
 ASSIGNMENT: Fountain Hill, Teacher Assistant, General Duty, 3 hours daily

 STATUS: Long-term Substitute
 SALARY: \$15.72 per hour
 EFFECTIVE: January 27, 2009, terminating at the end of the 2008-2009 school year, or upon the return of K. Matey

3. NAME: **Garris, Noelle**
 ADDRESS: Whitehall
 ASSIGNMENT: Child Care, Center Supervisor, 8 hours daily, split shift, 12 months

 SALARY: \$26,476, prorated (Noninstructional Meet and Discuss, Category II, Step 1, to be adjusted upon completion of Noninstructional Meet and Discuss bargaining agreement)

 EFFECTIVE: January 27, 2009

4. NAME: **Rivera, Maria D.**
 ADDRESS: Bethlehem
 ASSIGNMENT: Nitschmann, General Kitchen Help, 3.5 hours daily
 SALARY: \$11.18 per hour
 EFFECTIVE: January 27, 2009

18. *Nominations for Appointment***RECOMMENDATION:*****Noninstructional (continued)***

- | | | |
|----|-------------|--|
| 5. | NAME: | Schuyler, Pauline |
| | ADDRESS: | Bethlehem |
| | ASSIGNMENT: | Northeast, General Kitchen Help, 3.5 hours daily |
| | SALARY: | \$12.18 per hour |
| | EFFECTIVE: | January 27, 2009 |
| 6. | NAME: | Singh, Ravinder |
| | ADDRESS: | Bethlehem |
| | ASSIGNMENT: | ACCESS Program Assistant |
| | SALARY: | \$36,596, prorated (Noninstructional Meet and Discuss, Category F, Step 1, to be adjusted upon completion of Noninstructional Meet and Discuss bargaining agreement) |
| | EFFECTIVE: | On or after January 27, 2009 |

18. *Nominations for Appointment***RECOMMENDATION:*****Miscellaneous***

1. **ASPIRE Program**
(After School Programs for Instruction, Recreation, and Enrichment)
Helpers
District-wide
Garay, Juliana
SALARY: \$7.15 per hour

2. **Coaches**
Freedom High School
Boys Basketball

Assistant Coach	Mosser, Thomas	Continuing	\$4,770.00
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Cheerleading

Assistant Coach	Herrera, Pamela (.5)	New	1,164.50
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Girls Softball

Assistant Coach	Borger, Nora	New	3,291.00
Assistant Coach	Griffith, Cheryl	New	3,291.00

Wrestling

Assistant Coach	Dellatore, Scott	New	4,050.00
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3. **Extracurricular Activity Advisors**
Freedom High School

Freshman Class Advisors	Saeger, Jessica	497.00
	Zehner, Amber	497.00

4. **Ninety-day Substitutes**

NAME:	Klose, Connie
ASSIGNMENT:	Northeast, Art Teacher
SALARY:	\$39,389, prorated (Bachelor's, Step 1)
EFFECTIVE:	January 23, 2009

NAME:	Story, Margaret
ASSIGNMENT:	Farmersville, Grade 4 Teacher
SALARY:	\$39,389, prorated (Bachelor's, Step 1)
EFFECTIVE:	January 26, 2009

18. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

5. Permanent Day-to-day Substitutes

Broughal Middle School

Mahon, Sean

SALARY: \$100.00 per day

Freedom High School

Rex, Kristen (.5)

SALARY: \$50.00 per day

Freedom High School

Bakun, Rachel

Wilson, Michael

SALARY: \$100.00 per day

6. Webmaster

SPARK

Gilboy, Taryn

SALARY: \$604.00

18. *Nominations for Appointment***RECOMMENDATION:*****Substitutes******Instructional***

Anderson, Rebecca
Bethlehem

Hayford, Pamela
Nazareth

Aptaker, Robert
Allentown

Hummel, Kyle
Bath

Bartynski, Lisa
Bethlehem

Kindt, Dee
Catasauqua

Bresnahan, Patricia
Bethlehem

Kostick, Joshua
Emmaus

Brobst, Jamie
Whitehall

Marino, Sherri
Bethlehem

Burns, John Michael
Allentown

Mitchell, Nicole
Nazareth

Cleffi, Jessica
Bethlehem

Mullen, Jeanette
Bethlehem

Derkacs, Robin
Whitehall

Reyes, Carlos
Allentown

DeStasio, Marisa
Bethlehem

Sheehan, Emily
Easton

Doyne, Cynthia
Bath

Szoka, Michele
Bangor

Exaros, Scott
Bethlehem

Telese, Jessica
Allentown

18. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Instructional (continued)

Trinidad, Annjanette
Bethlehem

Viehman, Lidia
Coopersburg

Wogenrich, Jill
Allentown

18. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Noninstructional

Davis, Alan
Freemansburg

Garcia, Hector
Bethlehem

Semmel, Laurie
Bethlehem

Turkdonmez, Semra
Bethlehem

19. *Reassignments*

RECOMMENDATION:

Instructional

1. NAME: **Dunstan, Michael**
 FROM: Freedom, (.3) English Teacher
 TO: Freedom, (.5) English Teacher
 SALARY: \$23,626, prorated (Master's, Step 7)
 (.2) funding covered by PA/PACT Grant
 EFFECTIVE: January 27, 2009, with the additional (.2) assignment
 terminating at the end of the 2008-2009 school year,
 or upon the return of L. Sage, who has been
 temporarily reassigned as a Literacy Coach

19. Reassignments**RECOMMENDATION:*****Noninstructional***

1. NAME: **Berardinucci, Deborah**
 FROM: Freedom, General Kitchen Help, Lunch, 3.5 hours
 daily
 TO: Freedom, General Kitchen Help, Lunch, 3.5 hours
 daily/Miller Heights, General Kitchen Help,
 Breakfast, 1.5 hours daily
 SALARY: \$11.86 per hour
 REASON: Successful Candidate
 EFFECTIVE: January 27, 2009

2. NAME: **Czahor, Irene**
 FROM: Farmersville, General Kitchen Help, Lunch, 3.25
 hours daily
 TO: Farmersville, General Kitchen Help, Lunch, 3.25
 hours daily/Miller Heights, General Kitchen Help,
 Breakfast, 1.5 hours daily
 SALARY: \$12.18 per hour
 REASON: Successful Candidate
 EFFECTIVE: January 27, 2009

3. NAME: **Tambong, Vilma**
 FROM: SPARK II, General Kitchen Help, Lunch, 1 hour
 daily
 TO: Liberty, General Kitchen Help, Lunch, 3.5 hours daily
 SALARY: \$11.18 per hour
 REASON: Successful Candidate
 EFFECTIVE: January 27, 2009

19. *Reassignments*

RECOMMENDATION:

Miscellaneous

- | | | |
|----|------------|--|
| 1. | NAME: | Halper, Jaime |
| | FROM: | Freedom, (.5) Girls Soccer Assistant Coach |
| | TO: | Freedom, 1.0 Girls Soccer Assistant Coach |
| | SALARY: | \$3,876.00 |
| | REASON: | Successful Candidate |
| | EFFECTIVE: | 2008-2009 school year |

20. *Professional Employee Status for Teachers***RECOMMENDATION:**

That the following teachers, who have completed the probationary period as defined by the Commonwealth of Pennsylvania and are properly certified, be granted a Professional Employee Contract in accordance with the State Laws of Pennsylvania:

EFFECTIVE: October 28, 2008

Schaefer, Gary Lee

East Hills, German Teacher

EFFECTIVE: November 22, 2008

Martin, Laura

East Hills, Mathematics Teacher

EFFECTIVE: December 13, 2008

Sylva, Diadra

Lincoln, Grade 4 Teacher

EFFECTIVE: December 20, 2008

Flores, Rebecca

Farmersville, Grade 2 Teacher

EFFECTIVE: January 10, 2009

Wagner, Erin

Spring Garden, Grade 4 Teacher

21. *2009-2010 Proposed School District Calendar*

INFORMATION:

The Bethlehem Area School District administration developed the attached 2009-2010 Proposed School District Calendar. The calendar was also reviewed with the superintendents from Northampton Area School District and Saucon Valley School District to coordinate with their districts' calendars to formulate a schedule for the Bethlehem Area Vocational-Technical School.

The Proposed School District Calendar was also reviewed with representatives from the Bethlehem Education Association, administrators, and brought to the Board Human Resources Committee Meeting on January 20, 2009, for discussion.

RECOMMENDATION:

That the Board of School Directors approves the attached 2009-2010 Proposed School District Calendar.

2009-2010 SCHOOL DISTRICT CALENDAR

Orientation Day – New Teachers	Wednesday, August 19, 2009
Curriculum & Instruction – New Teachers	Thursday, August 20, 2009 – Friday, August 21, 2009
Teacher In-service Day	Monday, August 24, 2009
Preparation Day – All Staff	Tuesday, August 25, 2009
School Session Begins	Wednesday, August 26, 2009
Schools Closed (Labor Day)	Monday, September 7, 2009
Schools Closed (Yom Kippur)	Monday September 28, 2009
Schools Closed (Teacher In-service Day)	Monday, October 12, 2009
Schools Closed (Teacher In-service Day)	Wednesday, November 25, 2009
Schools Closed (Thanksgiving Holiday)	Thursday, November 26, 2009 – Monday, November 30, 2009
Schools Reopen	Tuesday, December 1, 2009
Schools Closed (Christmas-New Year's Holiday)	Thursday, December 24, 2009 – Friday, January 1, 2010
Schools Reopen	Monday, January 4, 2010
Schools Closed (Teacher In-service Day)	Friday, January 15, 2010
Schools Closed (Martin Luther King Holiday)	Monday, January 18, 2010*
First Semester Ends	Thursday, January 21, 2010
Second Semester Starts	Friday, January 22, 2010
Schools Closed (Teacher In-service Day)	Friday, February 12, 2010
Schools Closed (Presidents' Holiday)	Monday, February 15, 2010*
Schools Closed (Easter Holiday)	Thursday, April 1, 2010* – Monday, April 5, 2010*
Schools Reopen	Tuesday, April 6, 2010
Schools Closed (Memorial Holiday)	Monday, May 31, 2010
Freedom Graduation (Tentative)	Wednesday, June 2, 2010
Liberty Graduation (Tentative)	Thursday, June 3, 2010
Last Day of Instruction for K-11	Friday, June 4, 2010
Teacher Record Day	Monday, June 7, 2010
Teacher In-service/Flex Day	Tuesday, June 8, 2010
Teacher In-service/Flex Day	Wednesday, June 9, 2010

Each day marked with an (*) may be used as a make-up day if schools are closed due to inclement weather or other emergency that would result in the district having fewer than 180 days mandated by state law. Scheduled holidays will be converted to regular days of instruction according to the following order: (1) Monday, January 18; (2) Monday, February 15; (3) Thursday, April 1; and (4) Monday, April 5. The sequence of scheduled make-up days indicated in this calendar is subject to change based on the best interests of the school district.

Reporting Period and Report Cards

Elementary School				High School			
Marking Period Days	Date of Close	Teacher Submission Date	Report Card Distribution	Marking Period Days	Date of Close	Teacher Submission Date	Report Card Distribution
First/45	10/30/2009	11/06/2009	11/13/2009	First	09/30/2009	10/05/2009	10/09/2009
Second/46	01/21/2010	01/29/2010	02/05/2010	Second	10/30/2009	11/03/2009	11/09/2009
Third/44	03/26/2010	04/06/2010	04/12/2010	Third	12/08/2009	12/11/2009	12/17/2009
Fourth/46	06/04/2010	06/01/2010	Report Cards Mailed	Fourth	01/21/2010	01/26/2010	Report Cards Mailed
Middle School				Fifth	02/24/2010	03/01/2010	03/05/2010
First/45	10/30/2009	11/06/2009	11/13/2009	Sixth	03/26/2010	03/29/2010	04/07/2010
Second/46	01/21/2010	01/29/2010	02/05/2010	Seventh	04/30/2010	05/03/2010	05/07/2010
Third/44	03/26/2010	04/06/2010	04/12/2010	Eighth	06/03/2010	06/04/2010	Report Cards Mailed
Fourth/46	06/04/2010	06/04/2010	Report Cards Mailed				

Parent-Teacher Conferences

(On the day of parent-teacher conferences, students on that level will attend school for half a day)

Elementary Schools	Middle Schools	High Schools
November 23, 2009	December 2, 2009	October 15, 2009
November 24, 2009	December 3, 2009	March 4, 2010
February 22, 2010	February 24, 2010	
February 23, 2010		

PSSA Testing:	Retest for Math, Reading, and Writing, Grade 12	October 26-November 6, 2009
	Math and Reading Assessment (and modified) for Grades 3-8 and 11	April 12-16, 2010
	Writing Assessment for Grades 5, 8, and 11	April 19-23, 2010
	Science Assessment (and modified) for Grades 4, 8, and 11	April 26-30, 2010
	Assessment Make-ups for All Subjects	May 3-7, 2010
American Education Week:		November 16-20, 2009
English Language Proficiency Testing:		TBD
National Assessment of Educational Progress (NAEP) (selected schools)		TBD

22. *Board Policy Number 123.1 – Club Sports – Second Reading*

INFORMATION:

Board Policy 123.1 – Club Sports is a new policy created by the administration that recognizes Club Sports, as well as non-athletic club activities, as a positive part of the student's education experience. The primary purpose of Club Sports is to provide an alternative athletic activity to students who do not choose to participate in a Bethlehem Area School District sanctioned varsity sport.

The first reading of this policy was reviewed with the Board of School Directors at the January 20, 2009, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached new Board Policy Number 123.1 – Club Sports.

BETHLEHEM AREA SCHOOL DISTRICT

First Reading – January 20, 2009

Second Reading – January 26, 2009

SECTION: PROGRAMS

TITLE: CLUB SPORTS

ADOPTED: NOVEMBER 2008

REVISED:

	CLUB SPORTS
1. Purpose	The Bethlehem Area School District recognizes that Club Sports, as well as non-athletic club activities, can be a positive part of a student's educational experience. The primary purpose of Club Sports is to provide an alternative athletic activity to students who do not choose to participate in a Bethlehem Area District School sanctioned varsity sport. The following are the requirements and procedures for a Club Sport to be officially recognized by the Bethlehem Area School District and the Pennsylvania Interscholastic Athletic Association (PIAA).
2. Definition	For the purpose of this policy, a Club Sport is a program organized and operated by members of the Bethlehem Area School District community for the benefit of resident students to provide the opportunity to compete in interscholastic athletics in sports in which the school district does not financially support and directly operate a program.
3. Authority	To the extent a Club Sport desires recognition by the Bethlehem Area School District and the privileges associated with such recognition, the Club Sport must adhere to those norms of operation that apply to school-sponsored interscholastic programs and that reflect and support the district's educational mission. <u>Recognition</u> Recognition of a Club Sport by the Bethlehem Area School District is a privilege that is subject to the annual approval of the Board of School Directors. Requests for recognition shall be initially submitted to the athletic director and building principal for administrative review for compliance with the criteria and guidelines set forth below. The athletic director and building principal shall provide their recommendation for approval or rejection of the request to the Superintendent of Schools for subsequent presentation to the Board of School Directors. The Board shall have the exclusive authority to grant a request for recognition and shall not be bound by the administrative recommendation. The Board may reject any request for recognition for any reason determined to be in the best interest of the Bethlehem Area School District. Recognition shall be granted for one (1) school year and shall terminate on the last day of the school year. To gain recognition for the upcoming year, all stipulations in the guidelines below must be met.

4. Guidelines	Creation and approval of a Club Sport does not imply nor does it guarantee that the club will be elevated to varsity status, and if so within any given time frame, or that the club will continue to exist as a Club Sport. All sports at the varsity and club levels, and even those that may not be sponsored by the district in either of these categories, are comprehensively evaluated on an annual basis. A component part of the evaluation is consideration of whether the sport should continue as it then exists, to be elevated to varsity status, be changed to club status, be eliminated altogether, or be recognized as a club. Athletic Clubs seeking school certification and Club Sport status from the Bethlehem Area School District must meet the following requirements: 1. The idea, in principle, for the Club Sport must be submitted to the athletic director and approved by the respective school's principal. 2. The proposed club must agree to adhere to the Bethlehem Area School District's Athletic Philosophy statement as well as all rules and regulations of the Bethlehem Area School District and the PIAA. 3. Each club must designate a coach and a club president. The coach may also serve as club president. The Bethlehem Area School District shall not compensate the coach and/or club president. 4. The Bethlehem Area School District reserves the right to reject a proposed club sport. 5. The Club Sport president must be an adult (21 years old or older). 6. The Club Sport president shall not be considered to be an employee of the Bethlehem Area School District solely by reason of such presidency. 7. The Club Sport must be privately funded: no financial or in-kind support will be provided by the Bethlehem Area School District. 8. Only students enrolled in the Bethlehem Area School District who meet academic eligibility requirements as established by the District, the PIAA, the respective school, and eligible home school and Charter school students living within the Bethlehem Area School District may participate in the Club Sport. 9. Transportation to Club Sport functions shall be supplied by the Club Sport at their expense and shall be provided by appropriately insured drivers duly licensed as required by the Commonwealth of Pennsylvania.
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5. Administration	10. The Club Sport will be responsible for adoption and implementation of its own rules and regulations in accordance with all Bethlehem Area School District and PIAA rules and regulations governing all aspects of the activity. Each year a copy of those rules must be submitted to and approved by the athletic director of the respective school. 11. All participants must be properly equipped for the intended sport as recommended by the athletic director of the respective school. Such recommendation will be made by using guidelines provided by the PIAA. The rules of the Club Sport, which must be submitted to the District, should prohibit the participation, in practice or game, of any student not properly equipped. 12. Equipment costs shall be the responsibility of the student and/or the Club Sport. The district shall not be responsible for equipment costs. 13. For students to be eligible to participate, the coach and club president must be permitted access to their student records to the extent that such access would be necessary to ensure compliance with the Student Code of Conduct and/or state or federal law. Such permission shall be granted in the form of a FERPA release of records permission form signed by the student's parents and/or the student if he/she is legally eligible to grant such consent. 1. The coach and Club Sport president must execute the prescribed Hold Harmless and Indemnification Agreement. 2. All coaches must provide satisfactory Act 34 (Child Abuse), Act 151 (Criminal Record), FBI, and finger print clearances to the athletic director of the respective school. 3. Each Club Sport participant shall be required to give evidence to the District, through the Club Sport, that he/she has appropriate medical and hospitalization insurance coverage. 4. Each Club Sport participant shall be required to submit a completed "Physician's Certificate" and "Parent's Certificate" in the form required by PIAA, as well as any other medical or emergency information required of participants in Bethlehem Area School District interscholastic athletics. 5. The Club Sport must obtain comprehensive general liability insurance coverage in the amount of \$1,000,000 per occurrence, which policy shall name the Bethlehem Area School District as an additional insured as its
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	interests may appear, and submit annually a certificate evidencing such coverage to the Bethlehem Area School District's Business Manager with a copy to the athletic director of the respective school. 6. The Club Sport must obtain directors and officers insurance coverage in the amount of \$500,000 per occurrence or \$2,000,000 aggregate limit for all claims made during a policy year and submit annually a certificate evidencing such coverage to the Bethlehem Area School District's Business Manager with a copy to the athletic director of the respective school. The certificate of insurance/ proof of coverage should specifically list the district as a named insured.
6. Club Status	Right to Review a Club's Status at Any Time 1. The coach and Club Sport president are jointly responsible for the Club Sport's compliance with the rules stated above and are responsible for providing all necessary notices or other documentation required above before the activity begins. The Bethlehem Area School District reserves the right at any time to review Club Sport status and to revoke Club Sport status for any Club Sport that fails to remain in compliance with the rules stated above or fails to adhere to the Bethlehem Area School District Athletic Philosophy statement. The district also reserves the right to request any and all necessary documentation required for the district to verify that the Club Sport is in compliance with this and all other applicable Board Policies. 2. District certification and Club Sport status are valid for a maximum of one year and must be reviewed annually through submission of an Application for Club Sports Status at least sixty days before the expected starting date of the activity. 3. The District reserves the right to discontinue the Club Sport program at any time.
7. Entitlements	1. Within the scope of the District's Facilities Use Policy, the Club Sport may use Bethlehem Area School District facilities, subject to availability, with the understanding that established interscholastic and intramural programs are given priority. When using such facilities, the Club Sport is responsible for any damages caused or incurred during the time the Club Sport is using Bethlehem Area School District facilities or equipment. Currently no facilities exist for use by any Club Sport. 2. The Club Sport will be responsible for proper field preparation, medical trainer coverage, and security whenever a practice or competition is held.

8. Certification	3. Within the normal scope of business, the district may, at its discretion, allow the Club Sport access to respective school's lines and means of communication. Such things as schedule inclusion, inclusion in routine newsletters, announcements, club website linkage, if existing, on the respective school's website, if permitted will be subject to review by the appropriate school website authority, 4. When available, meeting facilities will be offered to Club Sports. 1. Sixty days before the beginning of a season of activity, Club Sports are responsible for notifying the respective schools' athletic director of their intention to request Bethlehem Area School District Club Sport Status. At that time, Club Sports must submit an Application for Club Sport Status, including confirmation that all insurance certificates and releases have been submitted by the Club Sport to the business manager. 2. A completed Application for Club Sport Status must include the following: a. copy of the current Club Sport rules and regulations b. the starting and ending dates of the season c. appropriate insurance certificates 3. Two weeks prior to the first activity (i.e., first regular season game), the following must be submitted: a. a complete list of participants b. a schedule of practices c. a schedule of games or events 4. The Club Sport will be responsible for reporting, as they occur, changes in participants and schedule to the athletic director of the respective school. 5. The athletic director of the respective school is responsible for the initial review of the Application for Club Sport Status for completeness and shall ensure that all of the necessary paperwork has been submitted to the district, including confirmation that all insurance certificates and releases have been submitted to the Bethlehem Area School District Business Manager. 6. Once the athletic director has reviewed the application for completeness the athletic director will forward the Application to the respective school principal for review. 7. The principal will forward the application to the Director of Student Services and Athletics for appropriate review and approval by the Superintendent of Schools.
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	8. Upon approval from the Superintendent of Schools, the application for Club Sports status will be brought to the Bethlehem Area School District's Board of School Directors for approval. 9. The athletic director is responsible for ensuring yearly compliance on the part of all Club Sports and the Bethlehem Area School District Requirements for certification of Club Sports. At such time, the athletic director shall conduct a review to ensure that the Club Sport is in compliance with this and all other applicable Board Policies. 10. The athletic director is responsible for ensuring the day-to-day compliance of the Club Sport with all applicable rules, laws, and regulations, including, but not limited to, the Pennsylvania School Code, all applicable federal and state laws and regulations, the District's Board Policies and Student Code of Conduct. 11. The district reserves the right to suspend or discontinue the Club Sports if the club, its coach, or its president do not fully comply with the above-referenced laws, rules, and regulations.
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23. *Board Policy Number 808.1 – Food Service Meal Charges – Second Reading*

INFORMATION:

Board Policy 808.1 – Food Service Meal Charges is a new policy created by the administration that to provide the opportunity for students to purchase breakfast and lunch at the school cafeteria in accordance with the National School Lunch Program.

The first reading of this policy was reviewed with the Board of School Directors at the January 20, 2009, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached Board Policy Number 808.1 – Food Service Meal Charges.

BETHLEHEM AREA SCHOOL DISTRICT

First Reading – January 20, 2009

Second Reading – January 26, 2009

Third Reading –

SECTION: OPERATIONS

TITLE: FOOD SERVICE MEAL
CHARGES

ADOPTED:

REVISED:

	808.1. FOOD SERVICE MEAL CHARGES
1. Purpose	All students that attend Bethlehem Area School District are provided the opportunity to purchase breakfast and lunch at the school cafeteria in accordance with the National School Lunch Program (NSLP). The following guidelines shall be followed in instances where the student finds it necessary to charge their meal due to lack of funds in their account.
2. Authority	The Board shall permit students to incur reasonable charges for meals and parents/guardians shall be contacted for payment. Unpaid lunch charges for a student shall result in the school withholding the final report card until the charges are paid in full. Negative balances will be carried over to the next school year.
3. Guidelines	Parents/Guardians are solely responsible for providing their children with money for lunch, or packing a lunch from home. If for any reason a parent/guardian cannot afford to provide a lunch for their child, free and reduced lunch applications are available in the school offices. A NSLP free/reduced meal application shall be sent home at the start of the school year. Parents/Guardians and students are encouraged to deposit money in their account so that adequate money is readily available to purchase school lunches and breakfasts. This will eliminate the need for the parent/guardian to send money with the student each day. This also helps increase the speed of the serving line. Parents/Guardians can deposit money by sending a check or cash with their student to school or by using Mealpayplus, or current service provider, through the District's web address. The foodservice administration will provide a monthly notification letter that will be mailed to the parent/guardian of all students with a negative cafeteria account balance. When a student comes through the serving line without the appropriate form of exchange and/or no positive balance in his/her account, the Bethlehem Area School District will utilize the following procedures.

24. *Revisions to Board Policy Number 707 – Use of School Facilities – Second Reading*

INFORMATION:

Board Policy 707 – Use of School Facilities was revised and approved by the Board of School Directors at the April 21, 2008, Regular Board Meeting. Adjustments to the policy need to be made under Class I – District-Sponsored Activities, Class II – Community Service Groups, and to the Rental Charges form – Note 4: Circumstances Requiring a Site Manager.

The board reviewed these changes at the November 10, 2008, Board Human Resources Committee Meeting. At the November 17, 2008, Regular Board Meeting, the board tabled this agenda item as they requested additional information from the administration regarding costs associated with Category I and II of the Lease Policy. This information was provided to the board and was to be discussed at the November 24, 2008, Board Finance Committee Meeting. However, this was not discussed at the meeting on November 24, and this had to be placed on the January 12, 2009, Board Finance Committee Meeting. The costs information and this agenda item were reviewed with the board at the January 12, 2009, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached revisions made to Board Policy Number 707 – Use of School Facilities.

BETHLEHEM AREA SCHOOL DISTRICT

2nd Reading – November 17, 2008, Regular
Board Meeting

SECTION: PROPERTY

TITLE: USE OF SCHOOL FACILITIES

ADOPTED: November 15, 2004

REVISED: April 21, 2008

	707. USE OF SCHOOL FACILITIES
1. Purpose	The Board recognizes that although the primary purpose of the school buildings, facilities and property is to provide students with an appropriate learning environment, the Board may make school facilities available to individuals and community groups without discrimination and in accordance with this policy, provided the use does not interfere with the educational program of the schools.
2. Authority	The Board directs that use of school facilities may be granted to individuals and community groups for the following types of activities: 1. Instruction in any branch of education, learning and the arts, consistent with the school district's mission. 2. Social, civic and recreational meetings and entertainment, and other uses pertaining to the welfare of the community. 3. Polling places for holding primaries, elections and special elections as permitted or required by state law. 4. Recreation, physical training and athletics, including competitive athletic contests for children and adults.
SC 775	The Board shall establish a schedule of fees for the use of school facilities by approved groups. The fee schedule shall differentiate between profit and nonprofit groups.
3. Delegation of Responsibility	The Superintendent or designee shall implement procedures for requesting and granting permission for use of school facilities and shall distribute the policy and procedures to individuals affected by them. An application for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the Superintendent or designee.

4. Classifications	The classification scheme established in this policy will be used in determining fees or other requirements. <u>Class I – District-Sponsored Activities</u> Class I activities are those that are directly sponsored by the district or those directly supporting district activities. They include activities such as, but not limited to, school programs (open houses, concerts, etc.), college fairs, science fairs, interscholastic and intramural athletic events, and approved clubs. This group also includes, but is not limited to; Board of School Directors, employees, alumni organizations, PTA's, ~~district-based youth athletic programs~~ and formally recognized booster groups. As district-sponsored or district supporting activities, building or custodial fees will not be charged and no insurance certificate will be necessary. <u>Class II – Community Service Groups</u> Class II represents nonprofit organizations that provide services to the communities within the district and include the Boys and Girls Scouts, Boys and Girls Club of Bethlehem, community recreation organizations supporting primarily the students of the Bethlehem Area School District, fraternal organizations, and other nonprofit community service groups. This group also includes, but is not limited to; district based youth athletic programs. Class II organizations will be provided use of district ~~buildings~~ facilities without charge, but will be required to pay custodial fees and/or other personnel fees when necessary. Lease fees will be charged per Policy 707 attachment. They will also be required to provide an insurance certificate in the specified amounts naming the district as additionally insured. <u>Class III – All Other Organizations and Individuals</u> Class III represents all other organizations and individuals requesting use of district facilities. These groups will be required to pay building use fees, custodial fees and/or other personnel fees when necessary, and to provide an insurance certificate. District employees requesting the use of district facilities in a capacity other than their official district capacity must conform to the same requirements as any of the organizations and individuals as identified in this policy. <u>Application Process</u> An individual or community group requesting permission to use school buildings, facilities or school property must submit a written request on the prescribed application form two (2) weeks in advance of the proposed date to the building principal. The application must specify the portion of the school facilities requested for use;
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5. Guidelines	proposed activities; number of individuals participating; and the beginning and ending date, time and duration of the proposed event. Along with the completed application, the individual or group must submit the following: 1. Payment of the specified rental fee. 2. Evidence of organizational liability to limits required by district guidelines. 3. Documentation evidencing the school district shall be held harmless by the user for any liability that arises from use of school facilities by the individual or group. <u>Application Evaluation</u> No application to use school facilities shall be approved if the proposed activity would result in any of the following: 1. Conflict with any school-sponsored activity. 2. Access to school facilities closed due to renovations, maintenance, cleaning, the school calendar, or Board action. 3. Access to school facilities containing equipment or furnishings which would be detrimental to the operation of a district program if damaged or operated by an unqualified operator. 4. The proposed use would prevent or encumber district personnel from preparing school facilities for their primary purpose, because of the nature or duration of the activity. The district reserves the right to limit the duration of the lease to promote broad-based community involvement. <u>Limitations</u> When individuals and community groups receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following: 1. Individuals shall not use, access or enter upon any portions of the school facilities or their contents not specified in the approved written request form. 2. Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form. 3. When advertising or promoting activities held at school facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the school district. 4. School equipment used in conjunction with requested facilities shall be
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SC511	identified when the application is submitted. Users of school equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the school. <u>Prohibited Activities</u> The following activities are strictly prohibited in school facilities when individuals and community groups are granted written permission to use said school facilities: 1. Possession, use or distribution of illegal drugs and/or alcoholic beverages. 2. Possession of weapons. 3. Conduct that would alter damage or be injurious to any district property, equipment or furnishings. 4. Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations. 5. Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the district. 6. Use of tobacco products.
10 P.S. 311 et seq.	<u>Violations</u> The school district reserves the right to remove from the schools district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures.
20 U.S.C. Sec. 7181 et seq. 35 P.S. 1223.5	In the event an individual or community group violates this policy or the terms under which permission was granted to use school facilities, the individual or community group forfeits the right to submit future written requests to use school district property, unless otherwise decided by the Board.
School Code 511, 775	<u>Fee Schedule</u> Use of school facilities for activities directly related to the educational program and district operations shall be without cost to the users. Other classifications of users will pay based on the board approved Recommended Rental Charges.

PA Code Title 22 Sec. 403.1 10 P.S. 311 et seq 35 P.S. 1223.5 20 U.S.C. Sec. 7181 et seq 20 U.S.C. Sec. 7905	
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BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania
FEE SCHEDULE FOR USE OF SCHOOL FACILITIES

RECOMMENDED RENTAL CHARGES

Class 1 — District Sponsored Activities and District Recognized Groups Acting in Support of District Activities (i.e. PTA, ~~Youth Athletic Programs~~ Booster Clubs, etc.).

Class 2 – Community Service Groups (i.e. Community Recognized Boards, Non-Profit Organizations, **Youth Athletic Programs**)

Class 3 - All Other Groups (i.e. Private Individuals, for Profit Organizations)

<u>Facility</u>				<u>Rental Charge</u>
<u>Gymnasium</u>	<u>Class 1</u>	High School		N/C
		Middle School		N/C
		Elementary		N/C
	<u>Class 2</u>	High School		N/C
		Middle School		N/C
		Elementary		N/C
	<u>Class 3</u>	High School	Practice	\$500
			Events/Games	\$1,000
		High School (aux. gym)	Practice	\$200
			Events/Games	\$500
		Middle School	Practice	\$100
			Events/Games	\$350
		Elementary	Practice	\$100
			Events/Games	\$200
<u>Auditorium</u>	<u>Class 1</u>	High School		N/C
		Middle School		N/C
		Elementary		N/C
	<u>Class 2</u>	High School	Activity	\$350
			Rehearsal	\$150
		Middle School	Activity	\$250
			Rehearsal	\$100
		Elementary	Activity	\$75
			Rehearsal	\$35
	<u>Class 3</u>	High School	Activity	\$700
			Rehearsal	\$200
		Middle School	Activity	\$550
			Rehearsal	\$200
		Elementary	Activity	\$200
			Rehearsal	\$100
<u>All Purpose Room</u>	<u>Class 1</u>			N/C
	<u>Class 2</u>			N/C
	<u>Class 3</u>			\$150
<u>Kitchen Dining Room</u> (per four hour use)	<u>Class 1</u>			N/C
	<u>Class 2</u>			N/C
	<u>Class 3</u>			\$200
<u>Classrooms</u> (per classroom per four hours)	<u>Class 1</u>			N/C
	<u>Class 2</u>			N/C
	<u>Class 3</u>			\$100
<u>Stadium and Athletic Fields</u>				
<u>BASD Stadium</u>	<u>Class 2</u>			\$300 (Plus Expenses)
				\$200 (Lights)
	<u>Class 3</u>			\$1,500 (Plus Expenses)
				\$200 (Lights)
<u>Athletic Fields</u>	<u>Class 2</u>	Elementary School		\$25 (Daily Rate)
				\$100 (Seasonal Rate)
		Middle School		\$25 (Daily Rate)
				\$100 (Seasonal Rate)
		High School		\$50 (Daily Rate)

	<u>Class 3</u>	Elementary School	\$50 (Daily Rate) \$200 (Seasonal Rate)
		Middle School	\$50 (Daily Rate) \$200 (Seasonal Rate)
		High School	\$100 (Daily Rate)
<u>Swimming Pools</u>	<u>Class 2</u>		25 (Per Hour)
	<u>Class 3</u>		100 (Per Hour)
<u>Planetarium</u>	<u>Class 2</u>		\$5 (Per Hour)
	<u>Class 3</u>		\$20 (Per Hour)
<u>Folding Chairs</u>	<u>Class 2</u>		\$20/100
	<u>Class 3</u>		\$25/100
<u>Moveable Stage</u>	<u>Class 2</u>		\$50
	<u>Class 3</u>		\$75
<u>Sound Equipment</u>	<u>Class 2</u>		\$25
	<u>Class 3</u>		\$50
<u>Movie Projector</u>	<u>Class 2</u>		\$30
	<u>Class 3</u>		\$30
<u>Slide Projector</u>	<u>Class 2</u>		\$30
	<u>Class 3</u>		\$30

Note 1: The above fees do not include amounts charged when extra school personnel are required. Designated school employees must be present whenever kitchen equipment; special lighting; sound systems, and motion picture projectors are to be used. The charges for these employees will be based on hourly rates and rates and will be the same for all classes of organizations. Permit holder must clear cafeteria use with Cafeteria Director. The Bethlehem Area School District will charge for site management when utilizing the facilities at the high schools, which include the gymnasiums, swimming pools, and athletic fields. Stadium cleaning and field prep will be charged at the current hourly rates.

Note 2: Bethlehem Area School District retains the right to regulate the kinds, quality, and prices of any goods or services vended or offered to the public by permit holder and all sub-concessionaire vending on said premises under authority of permit holder, so as to eliminate unreasonable risk of harm to the general public (this is limited by the preemptive right of the United States of America or any agent thereof or another public agency to regulate such price or quality).

Concessionaire will agree to indemnify and save harmless Bethlehem Area School District against any and all loss, damage, costs, and expenses, which Bethlehem Area School District may hereafter suffer, incur, be put to or pay by reason of Concessionaire's Contract, and will agree to pay and discharge forthwith, on demand of Bethlehem Area School District, each and every debt, obligation, or claim which shall be made, assigned, or apportioned against Bethlehem Area School District by any Claimant pursuant to claim proved according to law as a result of the issuance of Concessionaire Contract.

Note 3: The Bethlehem Area School District may revoke a facility usage permit in the event of inclement weather. School district personnel will notify Concessionaire if, at their discretion, this decision is made.

Note 4: Circumstances Requiring a Site Manager:

1. If public spectators are allowed/present.
2. Pool utilization will comply with the following regulations:
 - a. Groups must supply or secure their own certified lifeguard(s) and submit current lifeguard credentials with the Application for Lease. The lessor will employ the number of certified lifeguards as required by current public bathing regulations which will be verified at lease signing by district Athletic Directors.
 - b. A site manager will be required for all outside pool leases.
3. Leases requesting multiple buildings and/or field locations will require a site manager to be present.
4. All Bethlehem Area School District Stadium use will require a site manager and a field attendant(s). The district reserves the right to require the hiring of all ancillary personnel necessary to operate the facility in a safe and secure manner.

25. *Memorandum of Understanding Between the Board of School Directors of the Bethlehem Area School District and the Bethlehem Education Association*

INFORMATION:

The district pays individuals for support services for interscholastic athletic events (i.e. scorekeepers, etc.) and these individuals are classified as “Game Help” in the Collective Bargaining Agreement and sets forth an hourly rate for “Game Help” payment. Past practice has been to pay the same hourly rate to an individual whether or not he/she is a member of the bargaining unit. The district and Bethlehem Education Association wish to modify the past practice as set forth in the attached Memorandum of Understanding.

RECOMMENDATION:

That the Board of School Directors approves the attached Memorandum of Understanding between the Board of School Directors of the Bethlehem Area School District and the Bethlehem Education Association.

MEMORANDUM OF UNDERSTANDING
Bethlehem Area School District and the
Bethlehem Education Association

This Memorandum of Understanding between the Bethlehem Area School District ("District") and the Bethlehem Education Association ("BEA") is entered into in accordance with the provisions of the Collective Bargaining Agreement ("CBA").

WHEREAS, the District pays individuals for support services for interscholastic athletic events (i.e. scorekeepers, etc.); and

WHEREAS, these individuals are classified as "Game Help" in the CBA; and

WHEREAS, the CBA sets forth an hourly rate for "Game Help" payment; and

WHEREAS, the past practice has been to pay the same hourly rate to an individual whether or not he/she is a member of the bargaining unit; and

WHEREAS, the District and BEA wish to modify the past practice.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

1. The District shall first offer any "Game Help" positions to members of the Bargaining Unit.
2. If the members of the Bargaining Unit are not interested in providing services as "Game Help", the District may offer the work to individuals outside the bargaining unit at a rate to be determined by the district.
3. This memorandum is not intended to and does not create any contractual rights or obligations except as set forth herein.
4. This memorandum may be amended, expanded, or modified any time upon the written consent of the parties.
5. In the event of changes in state or federal law which necessitate changes to this MOU, the District and the BEA shall collaborate to promptly change this MOU to ensure compliance by the District and the BEA with state and federal requirements.

The parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Loretta M. Leeson,
President
Bethlehem Area Board of School Directors

Date:_____

Craig J. Zieger,
President
Bethlehem Education Association

Date:_____

26. *Authorization to Accept Offer on Property Q7NW1B 1 5; West of Ravena Street, City of Bethlehem - Northampton County Repository Sale*

INFORMATION:

The above-referenced property was turned over to the Northampton County Tax Claim Bureau for collection of delinquent school district real estate taxes. Judicial sales proved to be unsuccessful, and as a result, the property has been retained in the County Repository since 2002. Subsequent attempts to sell the properties were also unsuccessful. On November 17, 2008, the school district received notification from the Tax Claim Bureau that a \$100 bid was tendered for parcel Q7NW1B 1 5.

Pennsylvania Real Estate Tax Law (Sec. 627) requires the Tax Claim Bureau to obtain written consent from the taxing district to accept an offer of any price for the property placed in the “repository for unsold properties” without court approval and published notice of sale. The taxing district may not unreasonably withhold its consent to the sale of the property.

The Tax Claim Bureau has evaluated the offer and considers it to be a fair offer and desires the property to be sold.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to send the Tax Claim Bureau written consent to accept the offer of \$100 for parcel/property Q7NW1B 1 5; West of Ravena Street.

27. *Approval of the Bethlehem Area Vocational-Technical School Articles of Agreement*

INFORMATION:

The Bethlehem Area Vocational-Technical School Joint Committee voted on October 7, 2008, to amend the Articles of Agreement to require five (5) votes from at least two districts. This amendment needs to be approved by Bethlehem Area School District, Saucon Valley School District, and Northampton School District.

Per the direction of the solicitor's office, notice of the regular or special meeting must be given in writing to each director of the participating school boards at least 60 days prior to the date of action. The Articles of Agreement were reviewed with the board at the November 10, 2008, Board Human Resources Committee Meeting, and they were informed that this agenda item will be placed on the January 26, 2009, Regular Board Meeting agenda.

RECOMMENDATION:

That the Board of School Directors approves the attached Articles of Agreement of the Bethlehem Area Vocational-Technical School.

AMENDMENT TO ARTICLES OF AGREEMENT OF
BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL

THIS AGREEMENT to the Articles of Agreement, made and entered into this 26th day of January 2009, by and between the Bethlehem Area School District, Saucon Valley School District, and Northampton Area School District,

WITNESSETH:

WHEREAS, the Bethlehem Area Vocational-Technical School (hereafter, "BAVTS") Joint Committee (hereafter, JC) determined that it is necessary to amend the Articles of Agreement to change voting requirements; and

WHEREAS, the JC consists of nine (9) members, of whom five (5) are Bethlehem Area School District directors; two (2) are directors of Saucon Valley School District; and two (2) are directors of Northampton Area School District; and

WHEREAS, the Articles of Agreement were amended in 2000 to provide, inter alia, that a quorum consists of five (5) members so long as two (2) of the participating school districts are represented at a meeting; and

WHEREAS, official action can be taken by the affirmative vote or at least five (5) members of the JC; and

WHEREAS, Bethlehem Area School District directors can take official action without approval by Saucon Valley School District and Northampton Area School District directors, if all five (5) Bethlehem directors vote in the affirmative on a motion; and

WHEREAS, the JC is financially supported by and serves all three (3) school districts; and

WHEREAS, the JC has determined that it is not appropriate for one (1) school district to take official action without an affirmative vote of any other district.

NOW THEREFORE, the school districts, parties hereto, hereby amend the existing agreement dated June 30, 1995, as amended, and under the authority of the Public School Code of 1949, as amended, do hereby agree as follows:

1. Paragraph six (6) (b) (Area Vocational-Technical School Committee) shall be amended as follows:

A quorum shall consist of five (5) members of the Joint Operating Committee so long as two (2) of the participating school districts are represented at a meeting. The affirmative vote of at least five (5) members

of the Joint Operating Committee from two (2) or more school districts shall be required to take any official action. To take action on any of the subjects set forth in Section 508 of the Public School Code of 1949 as well as any action on subjects requiring six (6) votes, the vote must be duly recorded showing how each member voted.

3. The remaining provisions of the Articles of Agreement of BAVTS shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

BETHELEHEM AREA SCHOOL DISTRICT

ATTEST:

Secretary

By: _____
President

SAUCON VALLEY SCHOOL DISTRICT

ATTEST:

Secretary

By: _____
President

NORTHAMPTON AREA SCHOOL DISTRICT

ATTEST:

Secretary

By: _____
President

28. *Tax Collector Compensation***INFORMATION:**

Taxing districts may change the compensation for the elected tax collectors prior to the fifteenth day of February of the year of the municipal election where the office is to be filled or when a vacancy occurs. Tax collectors continue to receive the previous term's compensation until the school tax duplicate from the previous term is finished. Elected tax collectors begin their new term on the first Monday of January following their election to office.

Currently, the Bethlehem Area School District compensates elected tax collectors as follows:

Fountain Hill Borough	\$5,100 per year
Freemansburg Borough	\$1,950 per year

RECOMMENDATION:

That the Bethlehem Area School District changes the compensation for the elected tax collectors for the ensuing term of office to:

Fountain Hill Borough	\$5,100 per year
Freemansburg Borough	\$1,950 per year

29. *Treasurer's Reports*

RECOMMENDATION:

That the Board of School Directors approves the Treasurer's Reports dated November 30, 2008, and December 31, 2008.

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

REPORT OF THE TREASURER
November 1 through November 30, 2008

BEGINNING CASH AND INVESTMENT BALANCE

Wachovia Bank - Cash Management	2,519,202.79
Bank of America - General Account	1,001,371.25
Pennsylvania School District Liquid Asset Fund	2,288,454.44
Wachovia - Worker's Comp Trust Fund	643,987.43
Pennsylvania Local Government Investment Trust	77,314.73
Pennsylvania State Treasurer Invest Program	767,955.97
Wachovia Money Market	54,745.90
Bank of America Money Market	38,108,628.45
Commerce/TD Bank Money Market	1,126.91
Sovereign Bank Money Market	28,914.74
PSDLAF - Term Investments	22,000,000.00
KNBT Bank - Scholarship Fund	45,971.98
KNBT Bank - Scholarship Fund	112,000.00
Baird Public Investment Advisors - 2007A Bond Fund	17,672,835.61

TOTAL CASH AND INVESTMENT BALANCE \$ 85,322,510.20

MONTHLY RECEIPTS

Local Sources	7,428,042.40
State Sources	2,080,880.87
Federal Sources	717,618.00
Other Financing Sources	125,000.00

\$ 10,351,541.27

MONTHLY DISBURSEMENTS

Monthly Bills Paid	8,003,483.96
Payroll	7,692,270.02
Debt Service	1,603,336.99

\$ 17,299,090.97

TOTAL FUNDS AVAILABLE

\$ 78,374,960.50

ENDING CASH AND INVESTMENT BALANCE

		<u>Interest Rate</u>
Wachovia Bank - Cash Management	3,995,917.69	0.780%
Bank of America - General Account	1,001,467.18	1.060%
Pennsylvania School District Liquid Asset Fund	13,978,853.63	varies 1.21% to 1.58%
Wachovia - Worker's Comp Trust Fund	643,111.27	0.190%
Pennsylvania Local Government Investment Trust	77,451.14	2.150%
Pennsylvania State Treasurer Invest Program	20,778,104.44	1.701%
Wachovia Money Market	54,746.32	0.010%
Bank of America Money Market	636,646.22	1.580%
Commerce/TD Bank Money Market	1,127.97	1.350%
Sovereign Bank Money Market	28,945.92	1.320%
PSDLAF - Term Investments	22,000,000.00	see attachment
KNBT Bank - Scholarship Fund	45,971.98	3.750%
KNBT Bank - Scholarship Fund	112,000.00	4.300%
Baird Public Investment Advisors - 2007A Bond Fund	15,020,616.74	4.380%

TOTAL CASH AND INVESTMENT BALANCE \$ 78,374,960.50

Interest Received for November; to be posted in December \$ 104,613.31

Respectfully Submitted,

Anne M. Morton
Treasurer

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

REPORT OF THE TREASURER
December 1 through December 31, 2008

BEGINNING CASH AND INVESTMENT BALANCE

Wachovia Bank - Cash Management	3,995,917.69
Bank of America - General Account	1,001,467.18
Pennsylvania School District Liquid Asset Fund	13,978,853.63
Wachovia - Worker's Comp Trust Fund	643,111.27
Pennsylvania Local Government Investment Trust	77,451.14
Pennsylvania State Treasurer Invest Program	20,778,104.44
Wachovia Money Market	54,746.32
Bank of America Money Market	636,646.22
TD Bank Money Market	1,127.97
Sovereign Bank Money Market	28,945.92
PSDLAF - Term Investments	22,000,000.00
KNBT Bank - Scholarship Fund	45,971.98
KNBT Bank - Scholarship Fund	112,000.00
M&T Bank - 2007A Bond Fund	15,020,616.74

TOTAL CASH AND INVESTMENT BALANCE \$ 78,374,960.50

MONTHLY RECEIPTS

Local Sources	6,965,513.02
State Sources	830,270.27
Federal Sources	1,061,528.00
Other Financing Sources	0.00

\$ 8,857,311.29

MONTHLY DISBURSEMENTS

Monthly Bills Paid	8,817,804.12
Payroll	9,910,577.91
Debt Service	1,209,455.03

\$ 19,937,837.06

TOTAL FUNDS AVAILABLE

\$ 67,294,434.73

ENDING CASH AND INVESTMENT BALANCE

		<u>Interest Rate</u>
Wachovia Bank - Cash Management	4,727,551.41	0.780%
Bank of America - General Account	1,001,467.18	0.580%
Pennsylvania School District Liquid Asset Fund	25,492,948.24	varies 1.17% to 1.54%
Wachovia - Worker's Comp Trust Fund	643,085.30	0.090%
Pennsylvania Local Government Investment Trust	77,558.64	1.640%
Pennsylvania State Treasurer Invest Program	974,876.83	1.409%
Wachovia Money Market	54,749.51	0.060%
Bank of America Money Market	44,586.04	1.440%
TD Bank Money Market	1,128.35	1.150%
Sovereign Bank Money Market	28,962.16	0.660%
PSDLAF - Term Investments	21,000,000.00	see attachment
KNBT Bank - Scholarship Fund	45,971.98	3.750%
KNBT Bank - Scholarship Fund	112,000.00	4.300%
M&T Bank - 2007A Bond Fund	13,089,549.09	4.360%

TOTAL CASH AND INVESTMENT BALANCE \$ 67,294,434.73

Interest Received for December; to be posted in January \$ 107,013.94

Respectfully Submitted,

Anne M. Morton
Treasurer

30. *Monthly Bills*

RECOMMENDATION:

That the bills, which have been reviewed as to correctness by the appropriate Business Office staff and verified by the treasurer, be approved for payment. A copy of the bill list is available in the Business Office of the Education Center, 1516 Sycamore Street, Bethlehem, Pennsylvania, for review.

31. *Budget Information*

INFORMATION:

Presented for information is the statement of the Condition of the Budget by major accounts.

2008-2009 REVENUES

Description	A	B	C	D	E	F	G
	2008-2009					2007-2008	
	Budget	Realized December, 2008	Unrealized \$ (B-A = C)	Unrealized % (C/ A = D)	Projected June 30, 2009	Realized June, 2008	Realized December, 2007
CURRENT REAL ESTATE	101,612,861	85,004,341	(16,608,520)	-16.34%	100,226,625	98,744,538	(212,482)
INTERIM REAL ESTATE	1,300,000	224,186	(1,075,814)	-82.75%	695,000	656,034	(294)
PUBLIC UTILITY REALTY	172,000	153,055	(18,945)	-11.01%	153,055	162,642	162,642
PAYMENTS IN LIEU OF TAX	121,000	108,864	(12,136)	-10.03%	108,864	120,798	120,798
UNDISTRIBUTED TAXES		12,553,386	12,553,386	-	0	44,297	98,588,260
PER CAPITA TAX SECT 679	240,000	198,775	(41,225)	-17.18%	240,000	242,083	(94)
PER CAPITA TAX ACT 511	240,000	198,775	(41,225)	-17.18%	240,000	242,083	(94)
LOCAL SERVICES TAX	485,000	185,287	(299,713)	-61.80%	294,200	136,722	72,133
EARNED INCOME TAX	11,200,000	4,996,562	(6,203,438)	-55.39%	10,400,000	10,400,810	4,970,555
REAL ESTATE TRANSFER TAX	2,800,000	1,221,146	(1,578,854)	-56.39%	2,400,000	2,316,670	1,199,964
MERCANTILE TAX	2,200,000	1,373,577	(826,423)	-37.56%	2,400,000	2,414,521	1,362,382
DEL. REAL ESTATE	2,800,000	2,621,071	(178,929)	-6.39%	3,600,000	2,681,813	2,073,940
DEL. PER CAPITA SECT 679	70,000	30,530	(39,470)	-56.39%	60,000	58,205	32,269
DEL. LOCAL SERVICES TAX		0	-	-			
DEL. MERCANTILE TAX	380,000	578,968	198,968	52.36%	700,000	323,786	242,978
TOTAL LOCAL TAX SOURCES	\$ 123,620,861	\$ 109,448,522	\$ (14,172,339)	-11.46%	\$ 121,517,744	\$ 118,545,001	\$ 108,612,957
INTEREST ON INVESTMENTS	2,400,000	395,050	(2,004,950)	-83.54%	850,000	1,685,398	684,980
DRIVER ED LAB FEES	13,250	6,950	(6,300)	-47.55%	14,650	12,500	6,500
RENTALS	10,000	8,483	(1,517)	-15.17%	10,250	10,148	6,873
CONTRIBUTIONS		304	304		304		
TUITION FROM PATRONS	320,000	193,582	(126,418)	-39.51%	350,000	394,042	219,567
SRVCS. / OTH LOC GOV UNITS	15,000	2,000	(13,000)	-86.67%	2,000	22,020	21,610
MISCELLANEOUS REVENUE	100,000	19,338	(80,662)	-80.66%	100,000	185,312	19,811
REFUNDS FROM PRIOR YEAR EXP		3,956			10,000	12,913	10,633
TOTAL OTHER LOCAL SOURCES	\$ 2,858,250	\$ 629,663	\$ (2,232,543)	-78.11%	\$ 1,337,204	\$ 2,322,333	\$ 969,975
TOTAL LOCAL SOURCES	\$ 126,479,111	\$ 110,078,185	\$ (16,404,882)	-12.97%	\$ 122,854,948	\$ 120,867,335	\$ 109,582,932
BASIC INSTRUCTIONAL SUBSIDY	22,955,949	10,390,101	(12,565,848)	-54.74%	23,715,600	21,674,304	9,190,062
CHARTER SCHOOLS	1,268,300	446,632	(821,668)	-64.78%	1,472,000	1,286,786	585,660
TUITION : ORPHANS/CHILDREN	315,000		(315,000)	-100.00%	350,000	349,693	164
HOMEBOUND INSTRUCTION			-				
VOCATIONAL EDUCATION	200,000	56,816	(143,184)	-71.59%	162,365	182,650	95,871
DRIVER EDUCATION	10,745		(10,745)	-100.00%	9,765	10,605	10,605
MIGRATORY CHILDREN	2,200		(2,200)	-100.00%	3,500	3,520	
SPECIAL EDUCATION	6,570,240	2,942,364	(3,627,876)	-55.22%	6,614,900	6,453,560	2,887,560

2008-2009 REVENUES

Description	A	B	C	D	E	F	G
	2008-2009					2007-2008	
	Budget	Realized December, 2008	Unrealized \$ (B-A = C)	Unrealized % (C/ A = D)	Projected June 30, 2009	Realized June, 2008	Realized December, 2007
TRANSPORTATION	2,088,000	434,403	(1,653,597)	-79.20%	2,367,350	2,180,482	1,099,676
RENTALS AND SINKING FUND	1,550,000	179,546	(1,370,454)	-88.42%	1,550,000	1,307,669	492,123
HEALTH SERVICES	394,420	372,677	(21,743)	-5.51%	372,677	390,767	
PROPERTY TAX RED. ALLOCATION	4,720,061	4,720,061	(0)	0.00%	4,720,061		
SOCIAL SECURITY	3,237,479	1,941,025	(1,296,454)	-40.05%	3,400,000	3,257,863	1,644,252
PSERS - PENSION CONTRIBUTION	2,107,793	1,453,843	(653,950)	-31.03%	3,187,000	2,829,376	1,512,906
IMPACT AID	50,000		(50,000)	-100.00%	50,000	62,930	
TOTAL STATE & FEDERAL SOURCES	\$ 45,470,187	\$ 22,937,468	\$ (22,532,719)	-49.55%	\$ 47,975,218	\$ 39,990,205	\$ 17,518,878
INTERFUND TRANSFERS	250,000	125,000	(125,000)	-50.00%	250,000	2,850,000	2,500,000
SALE OF FIXED ASSETS	7,000	10,470	3,470	49.57%	15,000	13,642	13,642
INDIRECT COSTS			-		0	66,750	
TOTAL OTHER SOURCES	\$ 257,000	\$ 135,470	\$ (121,530)	-47.29%	\$ 265,000	\$ 2,930,392	\$ 2,513,642
TOTAL REVENUE	\$ 172,206,298	\$ 133,151,122	\$ (39,059,132)	-22.68%	\$ 171,095,166	\$ 163,787,931	\$ 129,615,452
UNRESERVED FUND BALANCE			-		(\$4,941,818)		
TOTAL FUND APPROPRIATED BALANCE	\$ -	\$ -	\$ -		\$ (4,941,818)	\$ -	\$ -
TOTAL DISTRICT REVENUE	\$ 172,206,298	\$ 133,151,122	\$ (39,059,132)	-22.68%	\$ 176,036,984	\$ 163,787,931	\$ 129,615,452

2008-2009 EXPENDITURES BY PROGRAM

Includes Year-To-Date December Information

			2008-2009						2007-2008	2007-2008
PROGRAM	PROGRAM CODE	Responsible Office	A	B	C	D	E	F	G	H
			2008-2009 APPROVED BUDGET	2008-2009 AMENDED BUDGET	2008-2009 PROJECTED EXPENDITURES JUNE 30, 2009	2008-2009 UNEXPENDED BUDGET \$ (B - C = D)	2008-2009 UNEXPENDED BUDGET % (D / B = E)	2008-2009 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of December, 2008	2007-2008 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of December , 2007	2007-2008 EXPENDED BUDGET FINAL ACTUAL EXPENDITURES as of June, 2008
BUILDING ALLOCATION	100	PRIN	1,428,603	1,428,603	1,156,192	272,411	19.07%	877,195	1,072,873	1,414,106
BOARD	AA	SUPT	347,150	347,150	380,000	(32,850)	-9.46%	202,976	118,231	274,834
CABINET	AB	SUPT	1,174,552	1,025,282	1,057,666	(32,384)	-3.16%	522,774	640,198	1,226,818
BUDGETARY RESERVE	AC	SUPT	100,000	100,000	-	100,000	100.00%	0	0	0
SUPT OFFICE-EQUIPMENT REPLACEMENT RESERVE	AD	SUPT	7,000	7,000	-	7,000	100.00%	0	0	2,256
SUPERINTENDENT'S OFFICE	AE	SUPT	178,300	178,300	130,000	48,300	27.09%	27,030	71,927	154,979
BUILDING STAFF	AF	SUPT	6,201,461	6,238,461	6,212,317	26,144	0.42%	2,842,234	3,017,197	6,206,588
PUBLIC RELATIONS	AN	SUPT	21,143	21,143	38,500	(17,357)	-82.09%	21,433	52,765	124,907
STAFFING-TEACHERS	CA	HR	58,379,392	58,351,041	58,537,701	(186,660)	-0.32%	17,917,124	20,156,149	57,359,728
CHILD ACCOUNTING DEPARTMENT	CD	HR	242,013	242,013	225,000	17,013	7.03%	97,551	101,010	227,557
STAFFING-TEACHER ASSISTANTS	CE	HR	2,481,187	2,481,187	2,652,140	(170,953)	-6.89%	956,734	957,795	2,525,377
STAFFING-SUBSTITUTES	CG	HR	1,273,000	1,273,000	1,273,000	0	0.00%	461,854	491,616	1,299,660
HUMAN RESOURCES DEPARTMENT	CK	HR	399,575	399,575	335,400	64,175	16.06%	177,765	189,747	331,381
STUDENT ACTIVITIES	D1	C&I	244,236	244,236	184,100	60,136	24.62%	118,979	45,123	283,999
CREDIT ACQUISITION PROGRAM	D2	C&I	27,785	27,785	55,000	(27,215)	-97.95%	21,914	12,448	54,940
CURRICULUM ENRICHMENT ACTIVITIES	D3	C&I	130,000	130,000	114,200	15,800	12.15%	41,186	76,358	191,261
CAREER ACADEMY/RASA/ALTERNATIVE EDUCATION	D4	C&I	512,761	541,112	568,690	(27,578)	-5.10%	232,947	362,882	953,944
TESTING - K-12	D5	C&I	30,000	30,000	14,000	16,000	53.33%	3,700	13,209	14,196
ACADEMIC INTERVENTIONS	DA	C&I	100,000	100,000	100,000	0	0.00%	71,303	51,943	137,457
MUSICAL INSTRUMENT REPAIR	DD	C&I	37,000	37,000	35,000	2,000	5.41%	23,155	16,639	34,016
DEPARTMENT OF INSTRUCTION	DE	C&I	286,600	286,600	239,200	47,400	16.54%	81,601	114,112	302,642
READING RECOVERY/PROJECT READ	DF	C&I	28,212	28,212	25,000	3,212	11.39%	8,191	24,640	26,526
INSTRUCTIONAL MTLs RESERVE	DG	C&I	500,000	500,000	475,000	25,000	5.00%	409,475	732,403	683,771
EQUIPMENT REPAIR	DM	C&I	13,000	13,000	12,601	399	3.07%	11,801	18,388	11,116
PLANETARIUM	DO	C&I	2,444	2,444	2,000	444	18.17%	0	1,500	2,578
SUMMER SCHOOL - SECONDARY	DQ	C&I	50,000	50,000	60,000	(10,000)	-20.00%	57,224	143,051	143,062
DRIVER EDUCATION	DS	C&I	90,125	90,125	79,500	10,625	11.79%	31,274	27,338	98,183
ASST SUPERINTENDENT FOR CURR & INSTRUCT	DT	C&I	627,006	593,006	540,000	53,006	8.94%	224,397	326,051	598,443
INTERSCHOLASTIC ATHLETICS	DU	C&I	1,532,629	1,532,629	1,300,000	232,629	15.18%	479,805	578,936	1,418,521
INTRAMURALS	DV	C&I	74,000	74,000	66,000	8,000	10.81%	17,547	31,728	87,824
ATTENDANCE SERVICES	E4	STD SVCS	86,160	86,160	91,335	(5,175)	-6.01%	32,089	47,475	99,655
MINORITY AFFAIRS/GOV. PROGRAMS/GRANTS	EB	STD SVCS	29,939	29,939	25,000	4,939	16.50%	13,082	14,950	26,033

2008-2009 EXPENDITURES BY PROGRAM

Includes Year-To-Date December Information

PROGRAM	PROGRAM CODE	Responsible Office	2008-2009						2007-2008	2007-2008
			A	B	C	D	E	F	G	H
			2008-2009 APPROVED BUDGET	2008-2009 AMENDED BUDGET	2008-2009 PROJECTED EXPENDITURES JUNE 30, 2009	2008-2009 UNEXPENDED BUDGET \$ (B - C = D)	2008-2009 UNEXPENDED BUDGET % (D / B = E)	2008-2009 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of December, 2008	2007-2008 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of December, 2007	2007-2008 EXPENDED BUDGET FINAL ACTUAL EXPENDITURES as of June, 2008
SPARK - EARLY CHILDHOOD/SUMMER	EC	STD SVCS	629,992	629,992	688,000	(58,008)	-9.21%	221,420	271,434	647,621
SCHOOL RESOURCE OFFICERS	EF	STD SVCS	281,000	281,000	281,000	0	0.00%	0	0	311,097
HOMEBOUND INSTRUCT/REGULAR ED.	EG	STD SVCS	155,000	155,000	210,000	(55,000)	-35.48%	44,274	54,951	211,633
HEALTH SERVICES - MEDICAL	EH	STD SVCS	51,822	51,822	39,000	12,822	24.74%	19,191	16,390	38,691
HEALTH SERVICES - DENTAL	EJ	STD SVCS	10,364	10,364	9,000	1,364	13.16%	707	193	8,781
STUDENT SERVICES	EK	STD SVCS	5,500	151,770	154,800	(3,030)	-2.00%	22,359	2,622	11,835
GUIDANCE (SUMMER)	ET	STD SVCS	35,000	35,000	40,000	(5,000)	-14.29%	33,229	27,774	35,461
ENGLISH ACQUISITION	EY	STD SVCS	260,963	260,963	250,000	10,963	4.20%	112,653	144,811	257,651
BUSINESS DEPT-ACCOUNTS PAYABLE	GA	F&A	1,006,527	1,006,527	940,000	66,527	6.61%	593,257	589,123	934,866
BUSINESS DEPT-ACCOUNTS RECEIVABLE	GB	F&A	1,024,077	1,024,077	946,000	78,077	7.62%	325,194	309,108	878,968
DEBT SERVICE	GC	F&A	19,298,602	19,298,602	25,168,000	(5,869,398)	-30.41%	13,663,533	11,795,605	17,128,686
EMPLOYEE BENEFITS	GD	F&A	29,826,642	29,826,642	29,826,642	0	0.00%	12,158,543	11,629,287	31,522,855
INSURANCE	GE	F&A	643,658	643,658	630,000	13,658	2.12%	468,443	563,844	613,658
INTERSYSTEM PAYMENTS	GF	F&A	20,746,441	20,746,441	20,500,000	246,441	1.19%	14,277,034	11,734,883	19,096,341
RESERVE FOR ENCUMBRANCES	GG	F&A							137,474	
PHOTOCOPIERS	GP	F&A	607,692	607,692	595,000	12,692	2.09%	259,699	255,996	591,247
SPECIAL EDUCATION	LF	SPEC ED	545,959	545,959	541,000	4,959	0.91%	311,373	393,117	737,837
HOMEBOUND INSTRUCTION / SPECIAL ED.	LG	SPEC ED	30,000	30,000	37,000	(7,000)	-23.33%	8,151	7,700	36,862
MAINTENANCE / CUSTODIAL DEPARTMENT	NA	B&G	11,002,051	11,002,051	9,700,000	1,302,051	11.83%	3,820,891	3,936,967	9,698,327
MAINTENANCE DEPT - SUPPLIES	NE	B&G	459,600	459,600	500,000	(40,400)	-8.79%	281,359	296,559	488,199
MAINTENANCE DEPT - CONTRACTED SERVICES	NF	B&G	966,500	966,500	1,100,000	(133,500)	-13.81%	721,800	740,958	1,120,546
TRANSPORTATION DEPARTMENT	NT	B&G	4,521,504	4,521,504	4,400,000	121,504	2.69%	2,125,932	2,105,770	4,481,857
TECHNICAL SERVICES	TK	TECH	650,186	650,186	750,000	(99,814)	-15.35%	628,282	580,193	772,720
INFO & COMMUNICATIONS TECHNOLOGY DEPT.	TL	TECH	2,078,389	2,078,389	1,927,000	151,389	7.28%	1,530,144	1,497,532	1,867,938
DATA PROCESSING DEPARTMENT	TN	TECH	733,556	733,556	820,000	(86,444)	-11.78%	473,411	485,449	840,709
TOTALS			\$172,206,298	\$172,206,298	176,036,984	(\$3,830,686)	-2.22%	\$78,085,221	\$77,086,422	\$168,650,740

32. *Authorization to Expend 2007 Bond Funds – Liberty High School Additions and Renovations Project – Change Order*

INFORMATION:

The contractors are currently finalizing the work on the ground floor of the Liberty High School Commons Building. The condition of the sub floor requires repair as some areas are unstable and deteriorated in a number of rooms. The repairs will include installation of floor leveling patch materials in combination with alternative floor finish materials to address the unstable floor areas.

RECOMMENDATION:

That the Board of School Directors authorizes:

- a. That a change order be issued to the General Contractor, Boro Construction, for a cost of \$25,000 to perform floor repairs.
- b. That PlanCon I submission for the above noted change order be made to the Pennsylvania Department of Education for approval.

Account Code: 30-4600-450-650-0845-0000-00001

Bond fund account, no General Operating Fund appropriation