

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 – April 27, 2009

1. Roll Call
2. Pledge of Allegiance
3. Silent Meditation
4. Instructional Report and Student Recognition
Governor Wolf Elementary School
Jodi Sponchiado, Principal
5. Courtesy of the Floor to Visitors (30 minutes allowed)
6. Reports of Student Representatives
7. Approval of Minutes
January 12, 2009 – Public Budget Hearing
January 26, 2009 – Regular Board Meeting
February 9, 2009 – Special Board Meeting
8. Approval of Committee Minutes
January 12, 2009 - Board Finance Committee Meeting
April 6, 2009 – Board Facilities Committee Meeting
April 14, 2009 - Board Curriculum Committee Meeting
April 14, 2009 - Board Human Resources Committee Meeting
9. Financial Report/Payment of Bills
10. President's Communication/Special Meetings
11. Superintendent's Report/Federal Program Update/Special Presentation
Scott Shearer, Bethlehem Area Vocational-Technical School Financing
12. Unfinished Business
13. Recommendations of the Administration
14. Recommendation of the Board
15. Reports of Committees
16. New and Miscellaneous Business
17. Courtesy of the Floor to Visitors (30 minutes allowed)
18. Adjournment

MEMORANDUM

April 24, 2009

TO : BOARD OF SCHOOL DIRECTORS

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

SUBJECT : REGULAR MONTHLY MEETING – APRIL 27, 2009

The Regular Meeting of the Board of School Directors of the Bethlehem Area School District for April will be held on *Monday, April 27, 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:acv

Att.

pc: Dr. Lewis
Mr. Washington

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° Information Item Only

1. ***Proposed Budget of the Bethlehem Area Vocational-Technical School for the 2009-2010 School Year***

INFORMATION:

The 2009-2010 Proposed Budget for the Bethlehem Area Vocational-Technical School is \$10,313,405 which is an increase of \$236,325 or 2.35 percent from the 2008-2009 Budget. This budget designates \$5,390,348 as the estimated cost to the Bethlehem Area School District, an increase of \$192,648 or 3.71 percent.

RECOMMENDATION:

That the proposed budget for the Bethlehem Area Vocational-Technical School for the 2009-2010 school year in the amount of \$10,313,405 be approved as presented.

2. *Authorization to Expend 2007 Bond Funds – Library Move – Broughal Middle School Construction Project*

INFORMATION:

Quotations were solicited for:

Library Move – Broughal Middle School

The lowest responsible quotation was Overton & Associates, PO Box 128, Mineola, New York 11501, at a cost not to exceed \$ 7,550.

The following vendors also submitted quotes:

Carney-McNicholas, Inc.	\$9,250
J. P. Jay Associates, Inc.	No Quote

Account Code: 30-2600-432-240-0000-00001

Bond fund account, no General Operating Fund appropriation

3. *Broughal Building and Classroom Equipment*

INFORMATION:

At the April 6, 2009, Board Facilities Committee Meeting, the board reviewed the attached list of building equipment for the New Broughal Middle School.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to proceed with purchasing/bidding of equipment on the attached list in order to fit out the building for start of school in August 2009.

**Broughal Building and Classroom Equipment
4/3/2009**

VENDOR	QTY	ITEM	EST. COST EACH	EST. TOTAL
SchoolWorld	95	Curriculum software - Photoshop Elements	\$ 50.00	\$ 4,750.00
Dashboard	1	LEED Commitment - Building as a learning tool software and hardware	\$ 20,475.00	\$ 20,475.00
Audiovision	8	~~Demonstration Cameras - Science and FCS classrooms~~	~~\$ 250.00~~	~~\$ 2,000.00~~
Apple	125	Desktop Computers (for labs)	\$ 1,150.00	\$ 143,750.00
Apple	65	Desktop Computers (for labs)	\$ 1,150.00	\$ 74,750.00
PEPPM	60	~~Digital Cameras~~	~~\$ 200.00~~	~~\$ 12,000.00~~
PEPPM	30	Digital Cameras	\$ 200.00	\$ 6,000.00
PEPPM	60	~~Digital Video Cameras~~	~~\$ 200.00~~	~~\$ 12,000.00~~
PEPPM	30	Digital Video Cameras	\$ 200.00	\$ 6,000.00
CSI	1	Communication and Emergency Notification System	\$ 13,000.00	\$ 13,000.00
Apple	32	Final Cut Express Licenses for TV Studio laptops	\$ 179.00	\$ 5,728.00
Finale Music	20	Finale Notepad Software for Music classes	\$ 100.00	\$ 2,000.00
PEPPM	6	Firewire Drives for media storage	\$ 200.00	\$ 1,200.00
Apple	1	iWork site license - productivity software	\$ 500.00	\$ 500.00
Soundtree	16	Keyboards for Music Composition Class	\$ 700.00	\$ 11,200.00
Apple	30	Laptop Computers (for TV studio)	\$ 1,050.00	\$ 31,500.00
PEPPM	1	Memory Cards, Media Disk Storage, Batteries, Cables	\$ 5,000.00	\$ 5,000.00
Spitz	1	Planetarium equipment & software	\$ 155,000.00	\$ 155,000.00
TBA	1	~~Projector for auditorium~~	~~\$ 8,000.00~~	~~\$ 8,000.00~~
PEPPM	5	Scanners for Graphic Design class	\$ 100.00	\$ 500.00
TBA	1	Science Lab Equipment (8 labs)	\$ 10,000.00	\$ 10,000.00
Vernier	32	Science Probeware (Complete sets of probes for scientific measurements)	\$ 1,044.00	\$ 33,408.00
TBA	73	~~Televisions, Mounts, and Installation~~	~~\$ 1,350.00~~	~~\$ 98,550.00~~
TBA	61	Televisions, Mounts, and Installation	\$ 1,350.00	\$ 82,350.00
TBA	1	TV Studio Equipment, Installation, Training	\$ 34,608.69	\$ 34,608.69
WeatherBug	1	Weather Station	\$ 1,200.00	\$ 1,200.00
		CURRICULUM SUPPORT MATERIALS SUBTOTAL		\$ 499,169.69
TBA	1	Appliances (Family Center, Family Consumer Science, Health Room, Faculty Dining Room, 2 Offices)	\$ 20,000.00	\$ 20,000.00
Bid	1	Infrastructure Wiring	\$ 34,950.00	\$ 34,950.00
Strategic	1	Telephone System (includes telephones, mounting kits, software, and gateway equipment)	\$ 39,058.70	\$ 39,058.70
TBA	1	Fitness Equipment	\$ 30,000.00	\$ 30,000.00
Nobles	1	Floor Scrubbers	\$ 14,300.00	\$ 14,300.00
	1	~~Floor Scrubbers~~	~~\$ 6,000.00~~	~~\$ 6,000.00~~
School Specialties	1	Furniture	\$ 310,570.28	\$ 310,570.28
TBA	1	Greenhouse Equipment	\$ 10,000.00	\$ 10,000.00
	1	~~High Lift~~	~~\$ 10,000.00~~	~~\$ 10,000.00~~
		BUILDING EQUIPMENT SUBTOTAL		\$ 458,878.98

4. *Individual Private Transportation Contract*

RECOMMENDATION:

That the Bethlehem Area School District adds an additional transportation contract for carrier service for the 2008-2009 school year and that it be approved as presented in the amount of \$13,310.

a. Resources for Human Development

\$13,310 to transport a special needs student to the Colonial Academy, Wind Gap, PA.

5. *Approval for Act 80 Request Application*

INFORMATION:

During the 2008-2009 school year, our instructional calendar was 181 days for all students in grades 1 through 11 and Freedom High School seniors who are scheduled to graduate on June 4, 2009. Our instructional calendar was 180 days for Liberty High School seniors who are scheduled to graduate on June 3, 2009, and all kindergarten students. Due to inclement weather, it is necessary to convert teacher inservice days into Act 80 days. An Act 80 approval from the Pennsylvania Department of Education will eliminate any subsidy penalty for grades with less than 180 days of instruction.

RECOMMENDATION:

That the administration be authorized to submit an Act 80 Request Application for the 2008-2009 school year to the Pennsylvania Department of Education identifying up to five scheduled inservice days (August 21, October 10, November 26, 2008; January 16, and February 13, 2009) and that our original calendar be revised to reflect up to 185 days.



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**PDE-4085 Request for Section 1504 (Act 80) Exception
School Year 2008-2009**

Bethlehem Area SD
COMMENTS

Northampton County INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2009			
Description		4 year old preschool program						
		Alternative Education						
GRADES								
Kindergarten		Elementary						
Pre-Kindergarten Full-Time		☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☐ Ungraded
Alternate Day		Secondary						
		☐ 7	☐ 8	☐ 9	☐ 10	☐ 11	☐ 12	☐ Ungraded
1. Number of instructional days on the original calendar						184		
2. Number of instructional hours in a regular school day						5 : 0 (hours:minutes)		
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80						4 : 30 (hours:minutes)		
4. Number of instructional hours on original calendar						915:30 (hours:minutes)		
5. Number of full-day dismissals requested						3		
6. Total instructional hours lost due to full-day dismissal requests						15:00 (hours:minutes)		
7. Number of early dismissals requested						0		
8. Total instructional hours lost due to early dismissal requests						0 : 0 (hours:minutes)		
9. Total instructional hours lost due to Act 80 requests						15:00 (hours:minutes)		
10. Instructional days on revised calendar (<u>Days in Session</u>)						181		
11. Total number of instructional hours on revised calendar						900:30 (hours:minutes)		
Full-Day Dismissals								
Dates of full-day dismissals and activity planned for each date: New Dismissal								
		Date	Activity					
		8/21/2008	2. Curriculum planning and development					
		10/10/2008	2. Curriculum planning and development					
		11/26/2008	2. Curriculum planning and development					
Early Dismissals								
Dates of early dismissals and activity planned for each date: New Dismissal								

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PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2008-2009

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2009			
Description		am Kindergarten ☐ Alternative Education						
GRADES								
Kindergarten		Elementary						
5-year-old Kindergarten AM ☐ Alternate Day		☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☐ Ungraded
		Secondary						
		☐ 7	☐ 8	☐ 9	☐ 10	☐ 11	☐ 12	☐ Ungraded
1. Number of instructional days on the original calendar						184		
2. Number of instructional hours in a regular school day						2 : 45 (hours:minutes)		
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80						10 : 36 (hours:minutes)		
4. Number of instructional hours on original calendar						495:24 (hours:minutes)		
5. Number of full-day dismissals requested						4		
6. Total instructional hours lost due to full-day dismissal requests						11:00 (hours:minutes)		
7. Number of early dismissals requested						0		
8. Total instructional hours lost due to early dismissal requests						0 : 0 (hours:minutes)		
9. Total instructional hours lost due to Act 80 requests						11:00 (hours:minutes)		
10. Instructional days on revised calendar (<u>Days in Session</u>)						180		
11. Total number of instructional hours on revised calendar						484:24 (hours:minutes)		
Full-Day Dismissals								
Dates of full-day dismissals and activity planned for each date: New Dismissal								
		Date	Activity					
		8/21/2008	2. Curriculum planning and development					
		10/10/2008	2. Curriculum planning and development					
		11/26/2008	2. Curriculum planning and development					
		1/16/2009	2. Curriculum planning and development					
Early Dismissals								
Dates of early dismissals and activity planned for each date: New Dismissal								



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PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2008-2009

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2009			
Description		PM kindergarten ☐ Alternative Education						
GRADES								
Kindergarten		Elementary						
5-year-old Kindergarten PM ☐ Alternate Day		☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☐ Ungraded
		Secondary						
		☐ 7	☐ 8	☐ 9	☐ 10	☐ 11	☐ 12	☐ Ungraded
1. Number of instructional days on the original calendar						185		
2. Number of instructional hours in a regular school day						2 : 45 (hours:minutes)		
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80						10 : 36 (hours:minutes)		
4. Number of instructional hours on original calendar						498:09 (hours:minutes)		
5. Number of full-day dismissals requested						5		
6. Total instructional hours lost due to full-day dismissal requests						13:45 (hours:minutes)		
7. Number of early dismissals requested						0		
8. Total instructional hours lost due to early dismissal requests						0 : 0 (hours:minutes)		
9. Total instructional hours lost due to Act 80 requests						13:45 (hours:minutes)		
10. Instructional days on revised calendar (<u>Days in Session</u>)						180		
11. Total number of instructional hours on revised calendar						484:24 (hours:minutes)		
Full-Day Dismissals								
Dates of full-day dismissals and activity planned for each date: New Dismissal								
		Date	Activity					
		8/21/2008	2. Curriculum planning and development					
		10/10/2008	2. Curriculum planning and development					
		11/26/2008	2. Curriculum planning and development					
		1/16/2009	2. Curriculum planning and development					
		2/13/2009	2. Curriculum planning and development					
Early Dismissals								



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PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2008-2009

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2009			
Description	full day kindergarten		☐ Alternative Education					
GRADES								
Kindergarten		Elementary						
5-year-old Kindergarten Full Time ☐ Alternate Day		☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☐ Ungraded
		Secondary						
		☐ 7	☐ 8	☐ 9	☐ 10	☐ 11	☐ 12	☐ Ungraded
1. Number of instructional days on the original calendar						184		
2. Number of instructional hours in a regular school day						5 : 35 (hours:minutes)		
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80						22 : 40 (hours:minutes)		
4. Number of instructional hours on original calendar						1004:40 (hours:minutes)		
5. Number of full-day dismissals requested						4		
6. Total instructional hours lost due to full-day dismissal requests						22:20 (hours:minutes)		
7. Number of early dismissals requested						0		
8. Total instructional hours lost due to early dismissal requests						0 : 0 (hours:minutes)		
9. Total instructional hours lost due to Act 80 requests						22:20 (hours:minutes)		
10. Instructional days on revised calendar (<u>Days in Session</u>)						180		
11. Total number of instructional hours on revised calendar						982:20 (hours:minutes)		
Full-Day Dismissals								
Dates of full-day dismissals and activity planned for each date: New Dismissal								
		Date	Activity					
		8/21/2008	2. Curriculum planning and development					
		10/10/2008	2. Curriculum planning and development					
		11/26/2008	2. Curriculum planning and development					
		1/16/2009	2. Curriculum planning and development					
Early Dismissals								
Dates of early dismissals and activity planned for each date: New Dismissal								



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PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2008-2009

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request: month day year 2009	
Description Elementary grades 1-5	☐ Alternative Education
GRADES	
Kindergarten	Elementary
(No Kindergarten) ☐ Alternate Day	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☐ 6 ☐ Ungraded
	Secondary
	☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐ Ungraded
1. Number of instructional days on the original calendar	184
2. Number of instructional hours in a regular school day	5 : 35 (hours:minutes)
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80	22 : 40 (hours:minutes)
4. Number of instructional hours on original calendar	1004:40 (hours:minutes)
5. Number of full-day dismissals requested	3
6. Total instructional hours lost due to full-day dismissal requests	16:45 (hours:minutes)
7. Number of early dismissals requested	0
8. Total instructional hours lost due to early dismissal requests	0 : 0 (hours:minutes)
9. Total instructional hours lost due to Act 80 requests	16:45 (hours:minutes)
10. Instructional days on revised calendar (<u>Days in Session</u>)	181
11. Total number of instructional hours on revised calendar	987:55 (hours:minutes)
Full-Day Dismissals	
Dates of full-day dismissals and activity planned for each date: New Dismissal	
	Date
	Activity
	8/21/2008 2. Curriculum planning and development
	10/10/2008 2. Curriculum planning and development
	11/26/2008 2. Curriculum planning and development
Early Dismissals	
Dates of early dismissals and activity planned for each date: New Dismissal	

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PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2008-2009

 Bethlehem Area SD
COMMENTS

 Northampton County
INSTRUCTIONS

 AUN: 120481002
LEGEND

Date school board approved request: month day year 2009	
Description Middle School	☐ Alternative Education
GRADES	
Kindergarten	Elementary
(No Kindergarten) ☐ Alternate Day	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ Ungraded
	Secondary
	☒ 7 ☒ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐ Ungraded
1. Number of instructional days on the original calendar	184
2. Number of instructional hours in a regular school day	5 : 46 (hours:minutes)
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80	9 : 36 (hours:minutes)
4. Number of instructional hours on original calendar	1051:28 (hours:minutes)
5. Number of full-day dismissals requested	3
6. Total instructional hours lost due to full-day dismissal requests	17:18 (hours:minutes)
7. Number of early dismissals requested	0
8. Total instructional hours lost due to early dismissal requests	0 : 0 (hours:minutes)
9. Total instructional hours lost due to Act 80 requests	17:18 (hours:minutes)
10. Instructional days on revised calendar (<u>Days in Session</u>)	181
11. Total number of instructional hours on revised calendar	1034:10 (hours:minutes)
Full-Day Dismissals	
Dates of full-day dismissals and activity planned for each date: New Dismissal	
	Date
	Activity
	8/21/2008 2. Curriculum planning and development
	10/10/2008 2. Curriculum planning and development
	11/26/2008 2. Curriculum planning and development
Early Dismissals	
Dates of early dismissals and activity planned for each date: New Dismissal	

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PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2008-2009

 Bethlehem Area SD
COMMENTS

 Northampton County
INSTRUCTIONS

 AUN: 120481002
LEGEND

Date school board approved request: month day year 2009	
Description Freedom High School	☐ Alternative Education
GRADES	
Kindergarten ☐ (No Kindergarten) ☐ Alternate Day	Elementary ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ Ungraded Secondary ☐ 7 ☐ 8 ☒ 9 ☒ 10 ☒ 11 ☒ 12 ☐ Ungraded
1. Number of instructional days on the original calendar	184
2. Number of instructional hours in a regular school day	5 : 50 (hours:minutes)
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80	5 : 15 (hours:minutes)
4. Number of instructional hours on original calendar	1068:05 (hours:minutes)
5. Number of full-day dismissals requested	3
6. Total instructional hours lost due to full-day dismissal requests	17:30 (hours:minutes)
7. Number of early dismissals requested	0
8. Total instructional hours lost due to early dismissal requests	0 : 0 (hours:minutes)
9. Total instructional hours lost due to Act 80 requests	17:30 (hours:minutes)
10. Instructional days on revised calendar (<u>Days in Session</u>)	181
11. Total number of instructional hours on revised calendar	1050:35 (hours:minutes)
Full-Day Dismissals	
Dates of full-day dismissals and activity planned for each date: New Dismissal	
	Date
	Activity
	8/21/2008 2. Curriculum planning and development
	10/10/2008 2. Curriculum planning and development
	11/26/2008 2. Curriculum planning and development
Early Dismissals	
Dates of early dismissals and activity planned for each date: New Dismissal	

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PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2008-2009

 Bethlehem Area SD
COMMENTS

 Northampton County
INSTRUCTIONS

 AUN: 120481002
LEGEND

Date school board approved request: month day year 2009	
Description Liberty High grades 9-11	☐ Alternative Education
GRADES	
Kindergarten	Elementary
(No Kindergarten) ☐ Alternate Day	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ Ungraded
	Secondary
	☐ 7 ☐ 8 ☒ 9 ☒ 10 ☒ 11 ☐ 12 ☐ Ungraded
1. Number of instructional days on the original calendar	184
2. Number of instructional hours in a regular school day	5 : 42 (hours:minutes)
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80	4 : 21 (hours:minutes)
4. Number of instructional hours on original calendar	1044:27 (hours:minutes)
5. Number of full-day dismissals requested	3
6. Total instructional hours lost due to full-day dismissal requests	17:06 (hours:minutes)
7. Number of early dismissals requested	0
8. Total instructional hours lost due to early dismissal requests	0 : 0 (hours:minutes)
9. Total instructional hours lost due to Act 80 requests	17:06 (hours:minutes)
10. Instructional days on revised calendar (<u>Days in Session</u>)	181
11. Total number of instructional hours on revised calendar	1027:21 (hours:minutes)
Full-Day Dismissals	
Dates of full-day dismissals and activity planned for each date: New Dismissal	
	Date
	Activity
	8/21/2008 2. Curriculum planning and development
	10/10/2008 2. Curriculum planning and development
	11/26/2008 2. Curriculum planning and development
Early Dismissals	
Dates of early dismissals and activity planned for each date: New Dismissal	

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PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2008-2009

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request: month day year 2009	
Description Liberty Seniors	☐ Alternative Education
GRADES	
Kindergarten	Elementary
(No Kindergarten) ☐ Alternate Day	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ Ungraded
	Secondary
	☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☒ 12 ☐ Ungraded
1. Number of instructional days on the original calendar	184
2. Number of instructional hours in a regular school day	5 : 42 (hours:minutes)
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80	2 : 54 (hours:minutes)
4. Number of instructional hours on original calendar	1045:54 (hours:minutes)
5. Number of full-day dismissals requested	4
6. Total instructional hours lost due to full-day dismissal requests	22:48 (hours:minutes)
7. Number of early dismissals requested	0
8. Total instructional hours lost due to early dismissal requests	0 : 0 (hours:minutes)
9. Total instructional hours lost due to Act 80 requests	22:48 (hours:minutes)
10. Instructional days on revised calendar (<u>Days in Session</u>)	180
11. Total number of instructional hours on revised calendar	1023:06 (hours:minutes)
Full-Day Dismissals	
Dates of full-day dismissals and activity planned for each date: New Dismissal	
	Date
	Activity
	8/21/2008 2. Curriculum planning and development
	10/10/2008 2. Curriculum planning and development
	11/26/2008 2. Curriculum planning and development
	1/16/2009 2. Curriculum planning and development
Early Dismissals	
Dates of early dismissals and activity planned for each date: New Dismissal	

6. *Broughal Middle School Science and Technology Curriculum*

INFORMATION:

At the March 9, 2009, Board Curriculum Committee Meeting, information was presented to the board by the Assistant Superintendent for Curriculum and Instruction, along with the Supervisor of Science, the Acting Director of Information Technology, and the principal of Broughal Middle School, regarding a curriculum that has been written to align with the goals of the new Broughal Middle School, to open in fall 2009. At the April 14, 2009, Board Curriculum Committee Meeting, these presenters brought forth responses to questions board members posed following the initial curriculum presentation. At that time, board members received a collaborative paper, citing research to validate the proposed curriculum; a comparison of a current student schedule and a proposed student schedule for each grade level; the original position paper for the new Broughal Middle School, first drafted in 2005; and responses to additional e-mailed questions. Following discussion at the April meeting, board members indicated a favorable view of the proposed curriculum.

RECOMMENDATION:

That the Board of School Directors approves the proposed curriculum for Science and Technology, to be implemented in Broughal Middle School, beginning fall 2009.

7. *Community Service Agencies*

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 sponsors 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: Boutique at the Rink, St. Luke's Hospital,
The Wellness Community

Address: c/o Haytmanek, 269 W. Langhorne Avenue, Bethlehem, PA 18017

Phone number: 610-865-4652

Contact Person: Susan Haytmanek

Email address:

Web Site address:

Number of students requested: 10-15

Minimum age: 16

Description of service opportunities: General help with the sale, including moving, hanging, and folding of donated items.

Minimum Time of Service Per Shift or Session: 4 hours

Hours agency is open to community service students:

9am to 1pm, Monday through Saturday, April 30 to May 21, 2009, and 12 to 5pm, Saturday, May 30, 2009, to dismantle sale merchandise and equipment.

Dress requirements: Casual

Supervision provided by: Adult volunteers

Training and/or orientation: On site

Additional information or comments:

This agency carries liability insurance covering students on site. (Y)

This agency participates in court ordered community service activities. (N)

This agency requires Act 34 (criminal history) clearance for employees. (N)

This agency conducts events/activities where alcohol is served. (N)

(Parental Waiver is needed if alcohol is served)

Name of Agency/Organization: Legacy Ministries

Address: 120 S. 12th Street, Easton, PA 18042

Phone number: 610-923-8380

Contact Person: Rodger Smeall

Email address: rsmealle@msn.com

Web Site address:

Number of students requested: No minimum ***Minimum age:*** 17

Description of service opportunities: Preparing food, setting up tables and chairs, serving, and cleaning up at weekly dinner which is open to the community. Assisting with other needs in our community.

Minimum Time of Service Per Shift or Session: 3 hours

Hours agency is open to community service students: As needed

Dress requirements: Clean and casual

Supervision provided by: Rodger Smeall

Training and/or orientation: Janice Allen

Additional information or comments:

This agency carries liability insurance covering students on site. (Y)

This agency participates in court ordered community service activities. (N)

This agency requires Act 34 (criminal history) clearance for employees. (Y)

This agency conducts events/activities where alcohol is served. (N)

(Parental Waiver is needed if alcohol is served.)

Name of Agency/Organization: Upward Basketball

Address: 1500 Linden Street, Bethlehem, PA 18017

Phone number: 610-867-5232

Contact Person: Scott Parry, Director

Email address: scottbette76@hotmail.com

Web Site address: upwardathletics.com

Number of students requested: Unlimited ***Minimum age:*** High School Age

Description of service opportunities: Assist coaches in basketball and cheerleading for elementary and middle school age children such as refereeing games, monitoring clocks, and helping in Snack Bar, etc. Set up and clean before and after games.

Minimum Time of Service Per Shift or Session: 2 hours minimum/8 hours maximum

Hours agency is open to community service students: December to March, weeknights and Saturdays

Dress requirements: Casual

Supervision provided by: Scott Parry

Training and/or orientation: Bette Parry

Additional information or comments:

This agency carries liability insurance covering students on site. (Y)
This agency participates in court ordered community service activities. (N)
This agency requires Act 34 (criminal history) clearance for employees. (Y)
This agency conducts events/activities where alcohol is served. (N)
(Parental Waiver is needed if alcohol is served)

8. *Ticket Prices and Student/Family Ticket Programs 2009-2010 - Athletics***INFORMATION:**

During the 2008-2009 school year, the admittance fee for football, basketball, and wrestling events was \$3 for students, \$5 for adults, and no charge for senior citizens.

The Family Ticket Program has been in effect for the past 28 years. This concept was developed to enable families with school-aged children to attend athletic events at a reduced rate. During the 2008-2009 school year, the Family Ticket entitled the purchaser to attend both Freedom and Liberty High Schools' home athletic events. A Student Season Pass was made available in 1989, which entitles a student to attend all Freedom and Liberty High Schools' home football, basketball, and/or wrestling contests.

RECOMMENDATION:

- a. That the administration be authorized to approve the following admittance fees for football, basketball, and wrestling events for the 2009-2010 school year as follows: *

Students	-	\$3
Adults	-	5
Senior Citizens	-	No Charge

- b. That the administration be authorized to approve the Family Ticket Program and Student Season Pass for the 2009-2010 school year as follows: *

Student Football Pass	-	\$ 8
Student Wrestling Pass	-	8
Student Basketball Pass	-	12
Student All Sports Pass	-	18
Family Football Ticket	-	35
Family Basketball Ticket	-	35
Family Wrestling Ticket	-	35
Family All-Sports Ticket	-	60

* Ticket prices are remaining the same as the 2008-2009 school year.

**9. *Student Discipline - #0952422, #0964255, #1003316, and #1001179 –
Adjudications***

INFORMATION:

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

RECOMMENDATION:

That the Board of School Directors adopts the proposed adjudications relating to Student Numbers: 0952422, 0964255, 1003316, and 1001179.

10. *Student Discipline - #0945551, #0951284, #0953743, #0957638, #0970145, and #0971555 – 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 six students in violation of District Policy 233.

RECOMMENDATION:

That the Board of School of School Directors adopts the waivers relating to Student Numbers 0945551, 0951284, 0953743, 0957638, 0970145, and 0971555.

11. Tuition Rates for Child Care Program**INFORMATION**

The Bethlehem Area School District's Child Care Program is a self-sustaining program with centers housed in each of the district's sixteen elementary schools and in the SPARK Early Childhood Center. The proposed 4.1 percent average rate increase allows the district to remain competitive with other child care providers in the Lehigh Valley.

Child Care Rate Schedule - Current

<u>Age Groups</u>	<u>2008-2009</u>	
<u>Preschool and Kindergarten (All Year)</u>	<u>Daily</u>	<u>Weekly</u>
0 to 2.5 hours per day	\$ 11.75	\$ 58.75
2.6 to 5.0 hours per day	20.25	101.25
5.1 to 10.0 hours per day	29.00	145.00
10.1 to 11.5 hours per day	31.25	156.25
<u>School-Age Grades 1-5 (All Year)</u>	<u>Daily</u>	<u>Weekly</u>
0 to 2.5 hours per day	\$10.85	54.25
2.6 to 5.0 hours per day	18.50	92.50
5.1 to 10.0 hours per day	26.40	132.00
10.1 to 11.5 hours per day	30.95	154.75

Proposed

<u>Age Groups</u>	<u>2009-2010</u>	
<u>Preschool and Kindergarten (All Year)</u>	<u>Daily</u>	<u>Weekly</u>
0 to 2.5 hours per day	\$ 12.25	61.20
2.6 to 5.0 hours per day	21.10	105.50
5.1 to 10.0 hours per day	30.20	151.00
10.1 to 11.5 hours per day	32.50	162.50
<u>School-Age Grades 1-5 (All Year)</u>	<u>Daily</u>	<u>Weekly</u>
0 to 2.5 hours per day	\$ 11.30	56.50
2.6 to 5.0 hours per day	19.25	96.25
5.1 to 10.0 hours per day	27.50	137.50
10.1 to 11.5 hours per day	32.20	161.00

RECOMMENDATION:

That the Board of School Directors approves the child care fees for the 2009-2010 school year, effective July 1, 2009.

12. *Federal/State Program Budgets*

INFORMATION:

The 2008-2009 Budget included \$13,208,834 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 \$13,208,834 to \$13,103,381.

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>Program Name</u>	<u>Approved Budget</u>	<u>Amended Budget</u>	<u>Increase/ (Decrease)</u>
I.D.E.I.A.	2,133,919	1,778,259	(355,660)
KEYSTONE STARS	47,260	108,685	61,425
MARVINE FAMILY CENTER	324,524	357,703	33,179
SCHOOL IMPROVEMENT DONEGAN & FOUNTAIN HILL	0	235,000	235,000
TITLE I - (NCLB) : Improving Basic Programs	3,328,862	3,320,860	(8,002)
TITLE I - (NCLB) : Academic Achievement Awards	0	7,000	7,000
TITLE III: LEP	331,676	253,281	(78,395)
TOTAL ADJUSTMENTS			<u>(105,453)</u>
APPROVED FEDERAL/STATE BUDGET REVENUES/EXPENDITURES			13,208,834
AMENDED FEDERAL/STATE BUDGET REVENUES/EXPENDITURES			13,103,381

13. *Readiness and Emergency Management for Schools (REMS) Grant*

INFORMATION:

The U.S. Department of Education Office of Safe and Drug Free Schools has announced a grant competition to improve and strengthen schools' emergency management plans and to develop and implement a comprehensive and sustainable emergency management process. The purpose of the grant is to improve readiness and emergency management for schools (REMS) by training school personnel and students in emergency management procedures, communicating with parents about emergency plans and procedures, and coordinating with local law enforcement, public safety, public health, and mental health agencies.

In partnership with the City of Bethlehem Health Bureau, the Bethlehem Area School District will submit an application that will strengthen and enhance the Bethlehem Area School District developed emergency plans, provide training for staff and students, and increase effectiveness and efficiency of emergency response.

RECOMMENDATION:

That the administration be authorized to submit an application to the U.S. Department of Education for a REMS grant in the amount of \$250,000.

14. *Safe Schools/Healthy Students Grant*

INFORMATION:

The U.S. Department of Education announced a competition for grants that propose to implement an integrated, comprehensive community-wide plan designed to create safe, respectful, and drug-free school environments and to promote pro-social skills and healthy childhood development. The following five elements are required:

1. Safe School Environments and Violence Prevention
2. Alcohol, Tobacco, and Other Drug Prevention Activities
3. Student Behavioral, Social, and Emotional Supports
4. Mental Health Services
5. Early Childhood Social and Emotional Learning Programs

Programs and activities to be initiated with the Safe Schools/Healthy Students grant are all focused on the following complementary goals:

- To reduce and prevent bullying problems among school children and to improve peer relations at school.
- To reduce child and adolescent substance abuse and other problematic behaviors by increasing resilience and decreasing risk factors.
- To prevent youth from engaging in behaviors that put health and well-being at risk.
- To provide opportunities for preschool children to participate in elementary school based classes that will nurture and support growth in social and emotional learning which is critical to school readiness.
- To make early identification and assessment of students experiencing difficulties in the classroom.

If funded, this project will provide support for our existing bullying prevention programs and allow us to expand the Olweus Bullying Prevention initiative. It will provide support for the PBIS initiative, support with school resource officers, and support for the ASPIRE program when the existing funding expires. Additionally, a full range of evidence-based programs will be provided within the schools, or at home (in the case of more intensive interventions), that will be subcontracted to community-based agencies with expertise in the implementation of each model with the targeted population.

14. *Safe Schools/Healthy Students Grant*

RECOMMENDATION:

That the administration be authorized to submit a Safe Schools/Healthy Students grant to the U.S. Department of Education in the amount of \$5,999,393 over a period of four years.

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

That the following conferences for staff be approved:

May 4-6, 2009 2009 Pennsylvania Safe Schools Conference Harrisburg, Pennsylvania	\$498.53 General
May 4-6, 2009 Fifth Eastern Regional Conference on After-School Baltimore, Maryland	2,368.83 Federal/Marvine Family Center Grant
May 7-9, 2009 The Creative Brain: Using Brain Research on Creativity and the Arts to Improve Learning Washington, D.C.	2,495.85 State/Pre-K Counts Grant
June 28-July 1, 2009 National Educational Computing Conference Washington, D.C.	2,245.44 State/Classrooms for the Future Professional Development for Coach Grant
June 30-July 1, 2009 National Educational Computing Conference Washington, D.C.	823.36 Federal/Title I Grant

16. *Field Trip Attendance***RECOMMENDATION:**

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

April 22-25, 2009 (1 Liberty High School Student) Pennsylvania Music Educators Association (PMEA) All State Band Festival Valley Forge, Pennsylvania	\$345.00 General
April 30-May 1, 2009 (16 East Hills Middle School Students) Science Olympiad State Competition Huntington, Pennsylvania	3,499.00 General
May 5-7, 2009 (58 East Hills Middle School Students) Monagacci Spring Camping Trip Whitehaven, Pennsylvania	650.94 General
May 6-8, 2009 (28 Nitschmann Middle School Students) Sequoia Camping Trip – Girls Palmerton, Pennsylvania	474.00 General
May 12-14, 2009 (28 Nitschmann Middle School Students) Sequoia Camping Trip – Boys Palmerton, Pennsylvania	474.00 General
May 17-19, 2009 (6 Northeast Middle School Students, 4 Broughal Middle School Students, 1 Freedom High School Student, and 4 Liberty High School Students) Pennsylvania Junior League Academy of Science (PJAS) State Competition State College, Pennsylvania	3,590.00 General

17. *Approval of Resignation and Retirement Agreement*

INFORMATION:

Dr. Lewis has informed the board of his intentions to retire toward the end of this calendar year. He wanted to provide a generous timeline for the Board of School Directors to conduct a search for his replacement. Subsequent discussions took place with the board for the purpose of establishing a timeline and verifying contract provisions related to retirement. Those provisions are contained in the attached retirement agreement.

RECOMMENDATION:

That the Board of School Directors accepts the resignation for retirement of Dr. Lewis and approves the attached Retirement Agreement.

RETIREMENT AGREEMENT

AGREEMENT is entered into on the date set forth below by and between Bethlehem Area School District (hereafter "BASD") and Dr. Joseph A. Lewis (hereafter "Lewis").

WHEREAS, Lewis has been employed by BASD as its Superintendent;
and

WHEREAS, Lewis desires to retire; and

WHEREAS, BASD and Lewis want to memorialize Lewis's economic entitlement for retirement.

NOW THEREFORE, intending to be legally bound hereby, it is agreed by and between Lewis and BASD as follows:

1. Lewis will submit to the Board of School Directors (hereafter "Board") an irrevocable letter of resignation for retirement purposes to be effective January 2, 2010.
2. The Board will accept Lewis's letter of retirement.
3. Lewis will work continuously and perform his normal duties until September 25, 2009.
4. Between September 26, 2009, and January 2, 2010, the Board will appoint a substitute superintendent for the period September 26, 2009, through January 2, 2010, and the new superintendent will be commissioned on or after January 3, 2010, as required by the School Code.

5. Between September 26, 2009, and January 2, 2010, all unused vacation/personal leave will be exhausted, however, Lewis shall work for at least two (2) transitional days, but no more than five (5) transitional days as requested by the substitute superintendent.

6. Upon retirement Lewis will be paid the following benefits under his employment contract:

- a. "Active" unused sick leave at the rate of \$100/per day, as well as payment for accrued unused vacation, if any. "Reserve" sick leave is waived.
- b. Continued payment, if any, for Lewis's split dollar whole life insurance policy as described in his contract (benefit premiums have been fully paid, but a shortfall could occur if dividends are not sufficient to pay the premium).
- c. Health, dental, and prescription drug insurance for Lewis until Lewis is medicare eligible.
- d. If Lewis's wife, Kristen does not have healthcare coverage through her employment or loses such coverage for any reason, she will be provided with health, dental, and prescription drug insurances described in the contract until she becomes medicare eligible or otherwise obtains healthcare coverage.

7. Lewis has a period of at least twenty two (22) days within which to consider this Retirement Agreement. Further, for a period of eight (8) days following the execution of this Agreement by both parties, Lewis may revoke and rescind this Agreement. This Agreement shall not become enforceable or

effective until the revocation period has expired or if revoked or rescinded during the revocation period. If Lewis does not revoke or rescind the Agreement within the revocation period, the Agreement shall become fully effective. To revoke or rescind the agreement, written notice shall be given by Lewis and received at the office of solicitor within the revocation period.

8. This Agreement relates to and effectuates a release and/or waiver of all rights, including, by way of example and not limitation:

- (a) rights established in the Age Discrimination In Employment Act;
- (b) rights created by the Older Workers' Benefit Protection Act;
- (c) rights under the Pennsylvania Human Relations Act;
- (d) rights under the Public School Code of 1949, as amended;
- (e) rights under school district policy;
- (f) rights created by the Rehabilitation Act of 1974;
- (g) rights created by title IX of the Education Amendments of 1972;
- (h) rights under Titles IV, VI and VII of the Civil Rights Act of 1964; and

any other rights that Lewis may have against BASD which have been alleged or may in the future be alleged to have been violated prior to the date of execution hereof. Effective January 3, 2010, this release shall apply to Lewis's current employment agreement, but shall not apply to rights created by this agreement.

9. The board shall waive any and all claims that it may have against Lewis or which may arise in the future against Lewis, and agrees to defend and indemnify Lewis for any and all legal actions that may arise out of his tenure with the BASD. The obligation to defend and indemnify Lewis under this paragraph shall not apply should it be judicially determined that the act that created his liability constituted a crime, actual fraud, actual malice, or willful misconduct.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, set their hands and seals on the date indicated.

BASD AREA SCHOOL DISTRICT

Dated:_____

BY:_____
President

Dated:_____

BY:_____
Board Secretary

Dated:_____

Dr. Joseph A. Lewis

18. *Resignations*

RECOMMENDATION:

Administrative

- | | | |
|----|-------------|--------------------------|
| 1. | NAME: | Bertoni, James |
| | ASSIGNMENT: | Spring Garden, Principal |
| | REASON: | Retirement |
| | EFFECTIVE: | August 1, 2009 |

18. Resignations**RECOMMENDATION:*****Instructional***

1. NAME: **Burns, John Michael**
ASSIGNMENT: Liberty, Chemistry Teacher
REASON: Personal
EFFECTIVE: April 20, 2009
2. NAME: **Faulhefer, Sandra**
ASSIGNMENT: Liberty, Social Studies Teacher
REASON: Personal
EFFECTIVE: March 10, 2009
3. NAME: **Marakovits, Patricia**
ASSIGNMENT: Freemansburg, Grade 4 Teacher
REASON: Retirement
EFFECTIVE: June 10, 2009
4. NAME: **McGuiney, Kathleen**
ASSIGNMENT: Spring Garden, Grade 4 Teacher
REASON: Retirement
EFFECTIVE: June 10, 2009
5. NAME: **Springer, Lynn**
ASSIGNMENT: Spring Garden, Special Education, Life Skills
Support Teacher
REASON: Retirement
EFFECTIVE: June 10, 2009
6. NAME: **Zieger, Craig**
ASSIGNMENT: East Hills, Gifted Support Teacher
REASON: Retirement
EFFECTIVE: June 10, 2009

18. Resignations**RECOMMENDATION:*****Noninstructional***

1. NAME: **Boehm, Jeanne C.**
ASSIGNMENT: Maintenance, 0-3 Secretary/Clerk
REASON: Retirement
EFFECTIVE: July 6, 2009
2. NAME: **Cruz, Carmen V.**
ASSIGNMENT: Regional Academic Standards Academy,
Family Development Specialist
REASON: Personal
EFFECTIVE: April 22, 2009
3. NAME: **Galassi, Frank**
ASSIGNMENT: Transportation, Assistant Supervisor
REASON: Retirement
EFFECTIVE: July 8, 2009
4. NAME: **Gonzalez, Irma**
ASSIGNMENT: Freedom, General Kitchen Help
REASON: Personal
EFFECTIVE: April 16, 2009
5. NAME: **Jaquays, Kathryn**
ASSIGNMENT: Freedom, Monitor
REASON: Retirement
EFFECTIVE: April 18, 2009
6. NAME: **Matey, Kathleen**
ASSIGNMENT: Fountain Hill, Teacher Assistant, General
Duty Aide
REASON: Retirement
EFFECTIVE: March 30, 2009
7. NAME: **Posivak, Marlene**
ASSIGNMENT: East Hills, General Kitchen Help
REASON: Retirement
EFFECTIVE: April 6, 2009

18. *Resignations*

RECOMMENDATION:

Noninstructional (continued)

8.	NAME:	Ward, Johnna
	ASSIGNMENT:	Broughal, Support Technologist
	REASON:	Personal
	EFFECTIVE:	March 17, 2009

18. *Resignation***RECOMMENDATION:*****Miscellaneous***

1. NAME: **Fleckenstein, Dax**
 ASSIGNMENT: Broughal, Permanent Day-to-day Substitute
 REASON: Personal
 EFFECTIVE: April 9, 2009

2. NAME: **Frederick, Linda**
 ASSIGNMENT: Freedom, (.5) Debate Team Advisor
 REASON: Personal
 EFFECTIVE: 2008-2009 school year

3. NAME: **Kincaid, Lucille**
 ASSIGNMENT: Freedom, Spring Musical Vocal Advisor
 REASON: Personal
 EFFECTIVE: 2008-2009 school year

4. NAME: **Ortelli, Edward**
 ASSIGNMENT: Bus Driver
 REASON: Retirement
 EFFECTIVE: March 18, 2009

19. *Termination*

RECOMMENDATION:

Miscellaneous

- | | | |
|----|-------------|-------------------------|
| 1. | NAME: | Ramirez, Freddie |
| | ASSIGNMENT: | Bus Driver |
| | REASON: | Job Abandonment |
| | EFFECTIVE: | February 23, 2009 |

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

1. NAME: **Amadoro, Amy**
 ADDRESS: Hamburg
 ASSIGNMENT: Marvine, Grade 4 Teacher
 REASON: Family Medical Leave of Absence
 EFFECTIVE: May 26, 2009, until the end of the day on
 May 29, 2009

2. NAME: **Negron, Amy**
 ADDRESS: Bethlehem
 ASSIGNMENT: Liberty, Spanish Teacher
 REASON: Family Medical Leave of Absence
 EFFECTIVE: April 17, 2009, until the end of the 2008-2009
 school year

3. NAME: **Nicholson, Christine**
 ADDRESS: Hellertown
 ASSIGNMENT: Regional Academic Standards Academy/Pathways
 Teacher
 REASON: Family Medical Leave of Absence
 EFFECTIVE: April 20, 2009, until the end of the 2008-2009
 school year

4. NAME: **Pethick, Holly**
 ADDRESS: Macungie
 ASSIGNMENT: Nitschmann, Mathematics Teacher
 REASON: Family Medical/Childrearing Leave of Absence
 EFFECTIVE: Family Medical Leave to begin on May 14, 2009,
 until the end of the day on October 23, 2009
 Childrearing Leave of Absence to begin on
 October 26, 2009, until the end of the day on
 January 29, 2010

20. *Leaves of Absence***RECOMMENDATION:*****Noninstructional***

1. NAME: **DeJesus, Elizabeth**
 ADDRESS: Bethlehem
 ASSIGNMENT: Freedom, Teacher Assistant
 REASON: General Leave of Absence
 EFFECTIVE: April 21, 2009

2. NAME: **Hicks, Mary**
 ADDRESS: Freemansburg
 ASSIGNMENT: Child Care, Assistant Center Supervisor
 REASON: Family Medical Leave of Absence
 EFFECTIVE: April 20, 2009, until the end of the day on
 July 15, 2009

3. NAME: **Kluska, Kimberlee**
 ADDRESS: Bethlehem
 ASSIGNMENT: Governor Wolf, Teacher Assistant
 REASON: General Leave of Absence
 EFFECTIVE: April 14, 2009, until the end of the day on
 June 4, 2009

4. NAME: **Urban, Gloria**
 ADDRESS: Bethlehem
 ASSIGNMENT: Fountain Hill, General Kitchen Help
 REASON: General Leave of Absence
 EFFECTIVE: March 10, 2009, until the end of the day on
 June 4, 2009

21. *Nominations for Appointment*

RECOMMENDATION:

Instructional

- | | | |
|----|------------------|---|
| 1. | NAME: | Trycinski, Emily M. |
| | ADDRESS: | Nazareth |
| | COLLEGE, DEGREE: | University of Maryland, College Park, B.S. |
| | ASSIGNMENT: | East Hills, Health and Physical Education Teacher |
| | STATUS: | Temporary Professional Employee |
| | SALARY: | \$39,389, prorated (Bachelor's, Step 1) |
| | EFFECTIVE: | April 28, 2009 |

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

1. NAME: **Barbesta, Marina**
 ADDRESS: Hellertown
 ASSIGNMENT: Liberty, Teacher Assistant, Special Education,
 Emotional/Learning Support, 6.75 hours daily
 SALARY: \$13.72 per hour
 EFFECTIVE: April 28, 2009

2. NAME: **Brandon, Larry**
 ADDRESS: Bethlehem
 ASSIGNMENT: Freedom, Supplemental Custodian
 SALARY: \$9.00 per hour
 EFFECTIVE: April 28, 2009

3. NAME: **Kemmerer, Nancy**
 ADDRESS: Bethlehem
 ASSIGNMENT: Freedom, Supplemental Custodian
 SALARY: \$9.00 per hour
 EFFECTIVE: April 28, 2009

4. NAME: **Viejo-Ayala, Veronica**
 ADDRESS: Bethlehem
 ASSIGNMENT: SPARK, (.5) 0-3 Secretary/Clerk, 12 months for
 registration
 SALARY: \$14.01 per hour
 EFFECTIVE: April 28, 2009, contingent upon continued PreK Counts
 grant funding

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

1. **ASPIRE Program**
(After School Programs for Instruction, Recreation, and Enrichment)
Helpers
District-wide
Eggleston, Jade
Rodriguez, Ilka Yoshila
SALARY: \$7.15 per hour

2. **Coaches**
Freedom High School
Baseball

Assistant Coach	Burcin, Robert (.5)	New	\$1,645.50
Assistant Coach	Schmitt, Eric	New	3,291.00

Boys Soccer (2009-2010 school year)

Head Coach	Peters, Karl	New	5,063.00
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3. **Data Processing Services**
Mitchell, Thomas
SALARY: \$60.00 per hour, not to exceed 80 hours

4. **Extracurricular Activity Advisors**
Freedom High School

Debate Team	Ziegler, George	357.00
Photo Imaging Club	King, Garrett	357.00
Spring Musical - Vocal	Hubbard, Michelle	588.00

21. *Nominations for Appointment***RECOMMENDATION:*****Miscellaneous (continued)*****5. Ninety-day Substitutes**

NAME: **Aoun, Maya**
 ASSIGNMENT: Freemansburg, Grade 3 Teacher
 SALARY: \$39,389, prorated (Bachelor's, Step 1)
 EFFECTIVE: April 14, 2009

NAME: **Fleckenstein, Dax**
 ASSIGNMENT: Donegan, Grade 3 Teacher
 SALARY: \$39,389, prorated (Bachelor's, Step 1)
 EFFECTIVE: April 14, 2009

NAME: **Trump, Jonathan**
 ASSIGNMENT: Freemansburg, Grade 5 Teacher
 SALARY: \$39,389, prorated (Bachelor's, Step 1)
 EFFECTIVE: March 26, 2009

6. Permanent Day-to-day Substitute***Fountain Hill Elementary School*****Simpson, Marie**

SALARY: \$100.00 per day

EFFECTIVE: April 28, 2009 – May 15, 2009

7. Support Teacher Induction Program**Inductee****School****Support Teacher****Liberto, Kelly**

SPARK

Rupp, Karen**Morrow, Ryan**

Marvine/Thomas Jefferson

Dawley, Joyce**Seaman, Stephanie** Northeast**Gallagher, Pamela**

SUPPORT TEACHER SALARY: \$604.00

Lynde, Christian Freedom**Hercik, Michael (.6)**

SUPPORT TEACHER SALARY: \$403.00

Kaar, Karen Thomas Jefferson**Donaldson, Jessica (.5)**

SUPPORT TEACHER SALARY: \$302.00

21. *Nominations for Appointment***RECOMMENDATION:*****Miscellaneous (continued)*****8. Team Leaders*****Broughal Middle School*****Academic**

3 person	Pitsilos, Heidi (.78)	\$ 820.56
	Volkert, Michelle (.22)	231.44
5 person	Cirucci, Lori	1,349.00
	Anthony DiSipio	1,349.00
	Eric Hatch	1,349.00

East Hills Middle School**Academic**

2 person	Goldberg, Stephanie (.49)	447.00
3 person	Burkhardt, Amanda (.85)	894.00
	VanHise, Michele (.15)	158.00

Nitschmann Middle School**Academic**

3 person	Rodenbach, Scott	1,052.00
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9. Transportation – Part-time Bus Drivers

Andino, Frank	Jara, Alberto
Arthur, Dean	Rivera, Maria
Bolich, William	Shook, Randy
Havlik, Dennis	

SALARY: \$15.68 per hour

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

Bender, Joelle
Bethlehem

Klipple, Jeanne
Bethlehem

Benton, Kelly
Bethlehem

Kocsis, Jeffrey
Bethlehem

Bobal, Andrew
Bethlehem

Lubin, Francois
Bethlehem

Caballero, Mario
Bethlehem

Maderic, Kelly
Bethlehem

Caronia, Gabrielle
Nazareth

McGuiney, Kathleen
Bethlehem

Chrin, Kara
Quakertown

Mickelson, Paul
Bethlehem

Dudley-Vadino, Theresa
Bethlehem

Snyder, Mary
Bethlehem

Ellis, Brian
Bethlehem

Snyder, Shana
Tatamy

Gross, David
Washington, New Jersey

Weber, Cynthia
Northampton

Huff, Jacob
Allentown

Weckerle, Karen
Bethlehem

John, Kelly
Bethlehem

21. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Noninstructional

Ader, Vyizigiro
Bethlehem

Palagano, Cheryl
Bethlehem

Davco, Judith
Bethlehem

Rivera, Esteban
Bethlehem

Deborah, Irihose
Allentown

Silvoy, Michael
Bethlehem

Delgado, Keila
Bethlehem

Sloyer, Deborah
Catasauqua

Esrom, Bamporeye
Allentown

Vercruyssen, Rudolph
Easton

Floyd, Chappell
Bethlehem

Wirth, Jeffrey
Bethlehem

Maiello, Raymond
Bangor

Yob, Rita Ann
Bethlehem

Molinaro, Sarah
Bethlehem

22. *Reassignments*

RECOMMENDATION:

Noninstructional

1. NAME: **Colon, Carmen**
 FROM: Broughal, General Kitchen Help, 4.5 hours daily
 TO: Liberty, General Kitchen Help, 3.5 hours daily
 SALARY: \$11.86 per hour
 REASON: Successful Candidate
 EFFECTIVE: April 28, 2009

22. Reassignments**RECOMMENDATION:*****Miscellaneous***

1. NAME: **Coppock, Richard**
 ASSIGNMENT: Liberty, Young Republicans Club Advisor
 FROM: Step 2, \$334.00
 TO: Step 3, \$357.00
 REASON: Salary/step adjustment
 EFFECTIVE: 2008-2009 school year

2. NAME: **Dolak, Chad**
 ASSIGNMENT: Freedom, Yearbook Advisor
 FROM: Step 2, \$2,703.00
 TO: Step 3, \$2,917.00
 REASON: Salary/step adjustment
 EFFECTIVE: 2008-2009 school year

3. NAME: **Pethick, Holly**
 ASSIGNMENT: Nitschmann, Mathcounts Advisor
 FROM: Step 1, \$266.00
 TO: Step 2, \$322.00
 REASON: Salary/step adjustment
 EFFECTIVE: 2008-2009 school year

4. NAME: **Prodes, Jane**
 ASSIGNMENT: Liberty, Student Government
 FROM: \$357.00
 TO: \$1,007.00
 REASON: Salary adjustment – originally reported as club
 EFFECTIVE: 2008-2009 school year

5. NAME: **Rodgers, Kyle**
 ASSIGNMENT: Asa Packer, (.5) iMovie Club Advisor
 FROM: Step 1, \$161.00
 TO: Step 2, \$167.50
 REASON: Salary/step adjustment
 EFFECTIVE: 2008-2009 school year

22. Reassignments**RECOMMENDATION:*****Miscellaneous (continued)***

- | | | |
|----|-------------|---|
| 6. | NAME: | Wescoe, Jennifer |
| | ASSIGNMENT: | Freedom, Technical Theatre Crew Advisor |
| | FROM: | \$340.00 |
| | TO: | \$1,007.00 |
| | REASON: | Salary adjustment – originally reported as club |
| | EFFECTIVE: | 2008-2009 school year |
| | | |
| 7. | NAME: | Ziegler, George |
| | FROM: | Freedom, (.5) Debate Team Advisor |
| | TO: | Freedom, 1.0 Debate Team Advisor |
| | SALARY: | \$357.00 |
| | REASON: | Change in status |
| | EFFECTIVE: | 2008-2009 school year |

23. *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: February 24, 2007

Brad, Shanna Farmersville, Special Education Teacher

EFFECTIVE: August 26, 2007

Kelley, Laura SPARK, Prekindergarten Teacher

EFFECTIVE: October 19, 2007

Layton, Jennifer Freedom, Special Education Teacher

24. *Establishment of Sick Leave Bank*

INFORMATION:

The Custodian and Maintenance employee group has requested the establishment of a sick leave bank for one employee. This request would permit custodial and maintenance employees to give a selected number of their accumulated sick days to a colleague.

RECOMMENDATION:

That the Board of School Directors authorizes the establishment of a sick leave bank for one employee of the Custodial and Maintenance employee group. This bank is to be used by one individual only, and any days not used by the individual will be returned to the person who donated them.

25. *Appointment of Assistant Board Secretary*

INFORMATION:

In order to provide additional time to the Assistant to the Superintendent for Finance and Administration to focus on the finances and the budget, the Superintendent of Schools is requesting appointing an Assistant Board Secretary until further notice. The solicitor has reviewed this request.

RECOMMENDATION:

That the Board of School Directors appoints Thomas K. Washington as Assistant Board Secretary until further notice.

26. *Board Policy Number 113.2 – Behavior Support for Students with Disabilities – Second Reading*

INFORMATION:

The Bethlehem Area School District believes in the use of positive behavior support techniques. This policy is designed to enable students with Individualized Educational Programs (IEP's) who need a Behavior Support Program to obtain a Free Appropriate Public Education (FAPE) within the Least Restrictive Environment (LRE) in accordance with Individuals with Disabilities Education Act (IDEA) and its accompanying regulations and Pennsylvania's regulations (Chapter 14).

The board reviewed this policy at the April 14, 2009, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached Board Policy Number 113.2 – Behavior Support for Students with Disabilities.

BETHLEHEM AREA SCHOOL DISTRICT

1st Reading – April 14, 2009

2nd Reading – April 27, 2009

SECTION: PROGRAMS

TITLE: Behavior Support for
Students with Disabilities

ADOPTED:

REVISED:

	113.2 Behavior Support
1. <u>Purpose</u>	The Bethlehem Area School District (BASD) believes in the use of positive behavior support techniques. The policy is designed to enable students with Individualized Educational Programs (IEP'S) who need a Behavior Support Program to obtain a Free Appropriate Public Education (FAPE) within the Least Restrictive Environment (LRE) in accordance with the Individuals with Disabilities Education Act (IDEA) and its accompanying regulations and Pennsylvania's regulations (Chapter 14).
2. <u>Authority</u>	The Superintendent and/or his/her designees are authorized to carry out the requirements in this policy and are responsible for ensuring that this policy is implemented in compliance with the IDEA and its implementing regulations. The Superintendent and/or his/her designees shall develop administrative guidelines to implement this policy and appropriate behavior support activities.
3. <u>Guidelines</u>	<u>Behavior Support</u> Positive rather than negative measures shall form the basis of behavior support programs to ensure that all students shall be free from demeaning treatment and the unreasonable use of restraints or other aversive techniques. Behavior support programs shall include a variety of research-based techniques to develop and maintain skills that will enhance student opportunity for learning and self-fulfillment. The types of interventions chosen shall be the least intrusive necessary. <u>Definitions:</u> In addition to or in conjunction with statutory and regulatory provision regarding the behavior support, the following words and terms have the following meanings, unless the context clearly indicates otherwise: <i>Aversive Techniques</i> – Deliberate activities designed to establish a negative association with a specific behavior. <i>Behavior Support</i> – The development, change and maintenance of selected behaviors through the systematic application of behavior change techniques.

113.2 – Behavior Support - 2

Mechanical Restraints – Restraints used to control involuntary movement or lack of muscular control of students when due to organic causes of conditions.

Positive Techniques – Methods which utilize positive reinforcement to shape a student's behavior, are ranging from the use of positive verbal statements as a reward for good behavior to specific tangible rewards.

Prone Restraints – Prohibited restraints in which a student or eligible young child is held face down.

Restraints – The application of trained therapeutic holds, with or without use of any device, designed to restrain free movement. The term restraint does not include briefly holding, without force, a student or eligible young child in order to calm or comfort him/her, guiding a student or eligible young child to an appropriate activity, or holding a student or eligible young child's hand to safely escort him/her from one area to another.

This term does not include common and appropriate hands-on interventions such as hand-over-hand instruction, hand or arm holding to guide the student away from a place, brief physical calming or comforting of the student, and similar actions. The term also does not include hand-over-hand assistance with feeding or task completion or techniques prescribed by a qualified medical professional for reasons of safety or therapy or medical treatment as agreed and specified in the student's IEP.

Proper use of Restraints

Restraints to control acute or episodic aggressive behavior may be used only when the student is acting in a manner as to be a clear and present danger to himself, to other students or to employees, and only when less restrictive measures and techniques have proven to be or are less effective.

The use of restraints to control the aggressive behavior of an individual student shall cause a meeting of the IEP team within ten school days of the use of restraints, unless waived by the parent. At this meeting, the Team shall consider whether the student needs a functional behavioral assessment, reevaluation, a new or revised behavior plan, a change of placement, a new or revised positive behavior support plan, or a change of placement to address the inappropriate behavior.

The use of restraints may not be included in the IEP for the convenience of staff, as a substitute for an educational program, or employed as punishment. Restraints may be specified in the IEP only if the restraining (i) is used with a specific component elements of a positive behavior support plan; (ii) is used in conjunction with teaching socially appropriate alternative skills or behaviors; (iii) staff are authorized to use the restraining and have received appropriate training; and (iv) the behavior

113.2 – Behavior Support - 3

	plan includes efforts to eliminate the use of restraints. The use of prone restraints is prohibited in educational programs. BASD shall not engage in the use of such restraints. Mechanical restraints may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed by the student's parents. Mechanical restraints shall prevent a student from injuring themselves or others or promote normative body positioning and physical functioning. BASD shall maintain and report data on the use of restraints as prescribed by the Secretary of the Pennsylvania Department of Education or other proper authority. BASD shall not use aversive techniques in any of its educational programs. The following aversive techniques of handling behavior are considered inappropriate and may not be used by the BASD in educational programs. (1) Corporal Punishment (2) Punishment for a manifestation of a student's disability (3) Locked rooms, locked boxes or other locked structures or space from which the student cannot readily exit (4) Noxious substances (5) Deprivation of basic human rights, such as withholding meals, water or fresh air (6) Suspensions constituting a pattern (7) Treatment of a demeaning nature (8) Electric shock (9) Prone Restraints (those restraints where a student is held face down on the floor) BASD has the primary responsibility for ensuring that positive behavior support used in its programs are in accordance with applicable statutory and regulatory requirements, including personnel training for specific procedures, methods, and techniques of behavior support and obtaining parental consent prior to the use of intrusive procedures and restraints are part of the student's IEP.
<u>4. Training</u> <u>22 Pa Code</u> <u>§ 14.133: 34 CFR</u> <u>§ 300-346(a)(2)</u>	<u>Regular Program Training</u> The Superintendent or designee shall provide for the regular training and re-training, as needed, of District faculty and staff in the use of specific procedures, methods, and techniques that those staff members will be expected to employ in the implementation of behavior supports or interventions in accordance with the IEP of the child and this policy. All training and use of such procedures, methods, and techniques shall conform to this policy.

27. *Revisions to Board Policy Number 706 – Property Records – Fourth Reading*

INFORMATION:

The board recognizes that adequate property and inventory records must be maintained on all buildings, equipment, and physical property under district ownership.

Adjustments to the current policy are attached in bold and represent disposal of district owned obsolete equipment.

The board reviewed these changes at the April 14, 2009, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached revisions made to Board Policy Number 706 – Property Records.

DRAFT BETHLEHEM AREA SCHOOL DISTRICT

First Reading – February 9, 2009

Second Reading – February 23, 2009

Third Reading – April 14, 2009

Fourth Reading – April 27, 2009

SECTION: PROPERTY

TITLE: PROPERTY RECORDS

ADOPTED: November 15, 2004

REVISED:

	706. PROPERTY RECORDS
1. Purpose	The Board recognizes that adequate property and inventory records must be maintained on all buildings, equipment, and physical property under district control
2. Authority	The Board directs that a complete inventory, by physical count, of all district-owned equipment and property records of all district buildings and grounds shall be maintained and updated at intervals that coincide with property insurance renewal.
3. Delegation of Responsibility	It shall be the responsibility of the Assistant to the Superintendent for Finance and Administration to ensure that equipment inventories are systematically and accurately recorded, updated, and adjusted annually by reference to purchase orders and withdrawal reports. Property records of facilities shall be maintained on an ongoing basis. The Assistant to the Superintendent for Finance and Administration shall maintain a system of property records which shall show, as appropriate to the item recorded: 1. Description and identification. 2. Year of purchase. 3. Initial cost. 4. Location. 5. Depreciation. 6. Current valuation, in conformity with insurance requirements. Major items of equipment shall be subject to annual physical spot check inventory to determine loss, mislocation or depreciation; major losses shall be reported to the Board.

Records of consumable supplies shall be maintained on a continuous inventory basis.

No equipment shall be removed for personal or nonschool use, except in accordance with Board policy.

Equipment shall be identified with a permanent tag that provides appropriate school district identification.

Disposal of Obsolete/Surplus Materials

As appropriate, the Superintendent shall recommend to the Board the sale of unused, unnecessary, surplus, or obsolete books, furniture, supplies, **technology**, or equipment. The Board shall, by resolution, declare the same to be disposed of by any one or more of the following methods:

1. Public auction after Board notice and approval.
2. Solicitation of bids or quotations from companies or persons engaged in a business related to the nature of the items to be disposed of.
3. Offer to the general public at prices set by the Board, by resolution, upon recommendation by the school administration.
4. Offer to suppliers of similar books, furniture, supplies, or equipment, who shall be required to state their bid for the same as a dollar discount against items they may be proposed to sell to the school district.
5. Other methods as the Board may adopt by resolution enacted at a regular or special Board meeting.
6. **When a District-owned computer has been identified as obsolete equipment by the technology administrator, the computer** ~~will be offered to staff members who were assigned the specific laptop and will be sold according to the following guidelines:~~
~~When a laptop computer has been identified as obsolete equipment by the technology administrator,~~
 - a. Staff members will be permitted to purchase their assigned computer at the fair market value as determined by usedprice.com or its

	successor site. b. Payments by check will be made payable to the Bethlehem Area School District prior to the release of the equipment. c. Staff members who purchase their own computers will also receive the charger / power cord. d. Purchases will be “as is” and the school district will have no responsibility for defects of any kind. <u>No warranty or guarantee is offered.</u> The school district Information and Technology department will no longer support the equipment. e. ~~Only software that is not licensed to the district will remain on the laptops.~~ <u>Software that is licensed to the district will be removed prior to the completion of the sale.</u> f. <u>If a staff member chooses not to purchase his/her assigned computer, it</u> Laptops not purchased by the ~~individual staff member~~ will be offered <u>for sale</u> by lottery to other staff members. <u>Any remaining computers not purchased through the lottery will be</u> disposed of according to the methods identified via 1 through 5 above. Notice of such disposal of property shall be advertised in accordance with bidding requirements. There shall be no disposal of personal property owned by the school district except by this policy.
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28. *Revisions to Board Policy Number 707 – Use of School Facilities – Fourth 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. This item was once again tabled at the January 26, 2009, Regular Board Meeting. A Class IA group was added regarding district approved youth athletic programs. This new information was reviewed at the February 9, 2009, Board Human Resources Committee Meeting. At the February 23, 2009, Regular Board Meeting this item was tabled. Adjustments to the current policy are attached with the adjustments in bold.

The board reviewed these changes at the April 14, 2009, Board Human Resources 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

SECTION: PROPERTY

TITLE: USE OF SCHOOL FACILITIES

ADOPTED: November 15, 2004

REVISED: April 21, 2008

1st Reading – February 9, 2009

2nd Reading – February 23, 2009

3rd Reading – April 14, 2009

4th Reading – April 27, 2009

	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; 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 IA – District Approved Youth Athletic Programs</u> Class IA activities are those district-based youth athletic programs <i>that are voluntarily run</i> formally recognized by the board of school directors. As a district approved youth athletic program the Class I fee schedule will be applied and custodial and site management fees will be charged at one-half the calculated cost. Class IA organizations are those that meet all of the following requirements: a. The organization is a feeder program to Bethlehem Area School District programs. b. The organization is 100% volunteer run. c. The organization is nonprofit. d. The organization does not have plants and physical asset. e. The use of the pool under this classification does not apply. Any organization that charges admission is automatically considered a Class III group. <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. Class II organizations will be provided use of district 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.
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5. Guidelines	Any organization that charges admission is automatically considered a Class III group. <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; 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
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SC511 10 P.S. 311 et seq. 20 U.S.C. Sec. 7181 et seq. 35 P.S. 1223.5	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 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.
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School Code 511, 775 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	<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. 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. <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.
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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>Athletic Fields</u>	<u>Class 3</u>		\$1,500 (Plus Expenses)	
			\$200 (Lights)	
	<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.

29. *Revisions to Board Policy Number 810 – Transportation – Third Reading*

INFORMATION:

Pupil transportation is designed to transport eligible students to and from school from their place of residence within the school's attendance area. The Bethlehem Area School District recognizes that it may be necessary to transport to alternate addresses for various family needs (example: sitter, daycare, joint custody, etc.). In order to provide for a safe and efficient transportation schedule for children, parents needing an alternate transportation schedule are required to obtain and complete the Alternate Transportation Form provided by their school. All applicable guidelines are listed on the form. Adjustments to the current policy are attached with the adjustments in bold.

The board reviewed these changes at the April 14, 2009, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached revisions made to Board Policy Number 810 – Transportation.

SECTION: OPERATIONS

TITLE: TRANSPORTATION

ADOPTED: November 15, 2004

REVISED:

BETHLEHEM AREA SCHOOL DISTRICT

First Reading – February 9, 2009

Second Reading – April 14, 2009

Third Reading – April 27, 2009

	810. TRANSPORTATION
1. Purpose	Transportation for students shall be provided in accordance with law and Board policy.
2. Authority Title 22 Sec. 23.1, 23.2, 23.4 SC 1361, 1362	The Board shall purchase, equip, and maintain vehicles and/or contract for school bus services for transportation of students to and from school at regularly scheduled hours and for field trips, extracurricular activities, and after school educational programs.
SC 1361, 1362	The Board shall provide transportation for all public, private or parochial school students who reside in the district and meet the following criteria: 1. Students in elementary schools who reside one (1) or more miles from their assigned school, and students in secondary schools who reside two (2) or more miles from their assigned school are eligible for transportation. When no school is assigned, the distance requirement is calculated using the school attended and the residence of the student.
SC 1362, 1374 Title 22 Sec. 23.3	2. Students in elementary schools who reside less than one (1) mile and students in secondary schools who reside less than two (2) miles from their assigned or attended school may be transported depending on factors relating to their health or hazardous conditions of the roads or streets they must traverse on their way to and from school. To fulfill the responsibility of the district for providing transportation to those students who qualify, the Board recognizes that transportation is an integral part of the total education program and, therefore, establishes these policy guidelines: 1. Provide for the safest transportation system that is possible. 2. Supply transportation to all students who are legally eligible to receive school district transportation.

	3. Operate the transportation program as effectively and efficiently as possible. 4. Adapt student transportation to meet the requirement of the educational program. 5. Develop a transportation program that complies with state and federal guidelines and regulations regarding the conservation of energy. 6. Develop a planned center pickup and discharge system whereby students would walk a safe distance to collection points. 7. Pupil transportation is designed to transport eligible students to and from school from their place of residence within the school's attendance area. The Bethlehem Area School District recognizes that it may be necessary to transport to alternate addresses for various family needs (example: sitter, daycare, joint custody, etc.). In order to provide for a safe and efficient transportation schedule for children, parents needing an alternate transportation schedule are required to obtain and complete the Alternate Transportation Form provided by their school. All applicable guidelines are listed on the form.
3. Delegation of Responsibility	The school bus driver shall be responsible for the discipline of students while they are being transported.
Title 22 Sec. 23.4	The principal may suspend a student from bus transportation for disciplinary reasons, and the parents/guardians shall be responsible for the student's transportation.
Title 22 Sec. 23.4	The Superintendent or designee shall be responsible to:
Title 22 Sec. 23.4	1. Promulgate rules governing the number of chaperones to accompany students in connection with school-related activities.
Title 22 Sec. 23.4	2. Prepare a district map or schedule indicating each bus stop and bus route.
Title 22 Sec. 23.1, 23.4	3. Maintain records and make required reports regarding school transportation.
Title 22 Sec. 23.4	4. Promulgate rules governing student conduct during transport; such rules shall be binding on all students transported by the district.

810. TRANSPORTATION - Pg. 3

School Code 1331, 1361, 1362, 1374, 2541, 2542 PA Code Title 22 Sec. 23.1, 23.2, 23.3, 23.4	
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(District Name, Address, and Logo in this area)

Alternate Transportation Request Form

This form must be completed and submitted to the school office by all parents needing transportation service to locations other than the student's residence.

Student Name:_____ **School:**_____ **Grade:**_____

Home Address:_____

Home Phone:_____ **Alternate Provider's Phone:**_____

Alternate Provider's Name:_____

Alternate Provider's Address:_____

Request for: AM pick up_____ PM drop off_____ Both AM & PM _____

- All requests will be approved on a space available/five days per week basis. Requests for one or several days per week or alternating weeks will not be approved.
- All requests must be for every AM pick up and/or every PM drop off.
- The alternate address must be within the current school attendance area and deemed eligible for transportation.
- When possible intersection and/or an existing neighborhood stops will be utilized as the assigned school bus stop.
- This busing request will remain in effect until the student leaves the current school, alternate location is cancelled or a new busing request form is completed.

Parent(s)/Guardian Name _____

Parent(s)/Guardian Home Phone:_____ **Cell Phone:**_____

Parent(s)/Guardian Signature:_____

Date _____ **Effective Date** _____

(Unless a current bus stop already exists in the requested area, it will require a minimum of 5 days to enact the route change.)

30. *Special Education Settlement Agreement*

INFORMATION:

The parents of Student Number 1001949 of the Bethlehem Area School District, who is eligible for special education under the Individual Disabilities Education Act, along with the Bethlehem Area School District, met to discuss issues surrounding the Free and Appropriate Public Education of this student. Both parties met in the attempt to achieve an amicable resolution to the disputes in an effort to avoid complex time-consuming due process litigation and to move forward in the best interest of the student.

RECOMMENDATION:

That the Board of School Directors approves the Settlement Agreement and Release of all disputes between the Bethlehem Area School District and the parent on behalf of Student Number 1001949, including any claims arising under any provision of federal or state law, relating to the student's educational program, that have or could have arisen between the family and the Bethlehem Area School District up to the date of this agreement. By accepting the terms of the agreement, the parent acknowledges and agrees that by accepting the terms of this agreement, the parent releases and forever discharges the district and insurers from any claim or demand of any kind, administrative or judicial, concerning the education of the student as outlined in the agreement. The district hereby acknowledges and agrees that it has been fully informed of its respective rights, fully understands those rights, and understands the terms of the entire agreement, consisting of 18 sections.

31. *Authorization to Accept Offer on Property M7SW4 17 5 0204C/Ondine 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 1996. Subsequent attempts to sell the properties were also unsuccessful. On March 12, 2009, the school district received notification from the Tax Claim Bureau that a \$151 bid was tendered for parcel M7SW4 17 5 0204C.

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 \$151 for parcel/property M7SW4 17 5 0204C/Ondine Street.

32. *Lowe's Home Centers, Inc. Real Estate Tax Assessment Appeal Settlement – Lehigh County*

INFORMATION

In August 2007, the school district was notified that Lowe's filed a tax assessment requesting a reduction in taxable assessment. After considerable negotiations, reviews of appraisals, and evaluating market conditions, a settlement was reached and requires board approval. If the settlement is not approved, it will likely result in a hearing before a Lehigh County Court judge on the value of the property.

RECOMMENDATION:

That the Board of School Directors approves the attached Stipulation settling a real estate tax assessment appeal with Lowe's Home Centers, Inc. involving the property located at 1235 Martin Court, Bethlehem, Pennsylvania.

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION

LOWE'S HOME CENTERS, INC.
1000 Lowe's Boulevard, P.O. Box 1000
Mooresville, NC 28115

Appellant,

vs.

LEHIGH COUNTY BOARD OF
ASSESSMENT APPEALS
Government Center
17 South Seventh Street, Room 517
Allentown, PA 18101

Appellee,

Intervenors:

Lehigh County,
City of Bethlehem, and
Bethlehem Area School District.

Parcel I.D. No. 642810189537

No. 2007-C-4161

No. 2008-C-5493

STIPULATION

Attorney for Appellant:

Richard T. Williams, Sr., Esq
939 Menoher Boulevard
Johnstown, PA 15905
(814) 255-2742
I.D. #17415

STIPULATION

Richard T. Williams, Sr., Esquire, attorney for Lowe's Home Centers, Inc., Thomas F. Traud, Jr., Esquire, attorney for Lehigh County Board of Assessment Appeals, Richard B. Somach, Esquire, attorney for Lehigh County, Ellen C. Schurdak, Esquire, attorney for Bethlehem Area School District, and Joseph M. Kelly, Esquire, attorney for City of Bethlehem, stipulate and agree as follows in the settlement of the above-captioned real estate tax assessment appeal:

1. That the subject commercial property is located at 1235 Martin Court in the City of Bethlehem, Bethlehem Area School District, Lehigh County, identified as Parcel I.D. No. 642810189537.

2. That the fair market value for the subject tax parcel effective January 1, 2008 shall be fixed at \$11,800,000.
3. That the resulting assessed valuation of the subject property by application of the common level ratio applicable to Lehigh County for 2008 (27.9%) shall be \$3,292,200.
4. That the fair market value for the subject tax parcel effective January 1, 2009 shall also be \$11,800,000.
5. That the resulting assessed valuation of the subject property by application of the common level ratio applicable to Lehigh County for 2009 (27%) shall be \$3,186,000.
6. That the parties agree to not initiate any tax assessment appeals for 2010 or 2011. Any party who initiates such an appeal during those years agrees to pay all reasonable attorney fees and expert fees incurred by the non-initiating party in responding to such appeal.

Richard T. Williams, Sr., Esquire
Attorney for Appellant,
Lowe's Home Centers, Inc.
939 Menoher Boulevard
Johnstown, PA 15905

Thomas F. Traud, Jr., Esquire
Attorney for Lehigh County Board
of Assessment Appeals
Lehigh County Government Center
17 South Seventh Street
Allentown, PA 18101

Richard B. Somach, Esquire
Attorney for Lehigh County
Lehigh County Government Center
17 South Seventh Street
Allentown, PA 18101

Ellen C. Schurdak, Esquire
Attorney for Bethlehem Area School District
One West Broad Street, Suite 70
Bethlehem, PA 18018

Joseph M. Kelly, Esquire
Attorney for City of Bethlehem
10 East Church Street
Bethlehem, PA 18018

IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION

LOWE'S HOME CENTERS, INC.	:	
1000 Lowe's Boulevard, P.O. Box 1000	:	
Mooresville, NC 28115	:	
	:	No. 2007-C-4161
Appellant,	:	No. 2008-C-5493
	:	
vs.	:	
	:	
LEHIGH COUNTY BOARD OF	:	
ASSESSMENT APPEALS	:	
Government Center	:	
17 South Seventh Street, Room 517	:	
Allentown, PA 18101	:	
	:	
Appellee,	:	
Intervenors:	:	
Lehigh County,	:	
City of Bethlehem, and	:	
Bethlehem Area School District.	:	
	:	
Parcel I.D. No. 642810189537	:	

ORDER

AND NOW, this _____ day of _____, 2009, upon consideration of the within Stipulation, entered into by the parties in these tax assessment appeals, it is ORDERED:

1. That the assessment for the above tax parcel effective January 1, 2008 is fixed at \$3,292,200.
2. That the assessment for the above tax parcel effective January 1, 2009 is fixed at \$3,186,000.
3. That the taxing authorities shall make the appropriate tax refunds or tax credits within ninety (90) days of the entry of this Order.

4. That the parties have stipulated that they would not initiate any assessment appeals for 2010 or 2011. Any party initiating an appeal for those years shall be responsible for paying the reasonable attorney and expert fees incurred by the responding party.

BY THE COURT:

J.

33. *Bond Refinancing Resolution – Bethlehem Area Vocational-Technical School Authority*

INFORMATION

The Bethlehem Area Vocational-Technical School Authority is attempting to refinance its existing debt through a parameters based financing that is seeking at least three percent (3%) savings. Since the Authority does not have taxing powers it is required that the three sending school districts, Bethlehem Area, Northampton Area, and Saucon Valley approve the debt issuance and accept financial responsibility for its repayment.

RECOMMENDATION:

The Board of School Directors approves the attached resolution authorizing the incurring of non-electoral debt, which will be used to retire the existing debt, through the issuance of authority bonds of the Bethlehem Area Vocational-Technical School Authority.

RESOLUTION

OF THE BOARD OF SCHOOL DIRECTORS OF THIS SCHOOL DISTRICT DETERMINING TO INCUR DEBT IN CONCERT WITH THE OTHER SCHOOL DISTRICTS PARTICIPATING IN THE BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL (THE VO-TECH SCHOOL); DETERMINING THAT SUCH DEBT SHALL BE INCURRED AS LEASE RENTAL DEBT TO BE EVIDENCED BY A SERIES OF GUARANTEED LEASE REVENUE BONDS (BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL) REFUNDING SERIES OF 2009 (THE BONDS), TO CARRY OUT THE REFUNDING OF THE BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY ("AUTHORITY") REMAINING GUARANTEED LEASE REVENUE BONDS REFUNDING SERIES OF 2001 ("2001 REFUNDING BONDS") AND ITS REMAINING GUARANTEED LEASE REVENUE BONDS IMPROVEMENT SERIES OF 2001 ("2001 IMPROVEMENT BONDS") THE 2001 IMPROVEMENT BONDS AND 2001 REFUNDING BONDS, COLLECTIVELY REFERRED TO AS THE "2001 BONDS", THE BONDS TO BE AUTHORIZED AND TO BE ISSUED BY THE AUTHORITY; DETERMINING THAT THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS SHALL BE \$10,800,000; DETERMINING THAT THE INITIAL SHARE OF THIS SCHOOL DISTRICT OF SAID MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF SUCH DEBT SHALL BE \$6,828,057; PROVIDING THE MANNER OF SHARING OF SUCH MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF SUCH DEBT AMONG THE PARTICIPATING SCHOOL DISTRICTS; DETERMINING THAT THE SALE OF THE BONDS SHALL BE A PRIVATE SALE; AUTHORIZING AND DIRECTING THE PRESIDENT OR VICE PRESIDENT OF THE BOARD OF SCHOOL DIRECTORS AND THE SECRETARY OR ASSISTANT SECRETARY OF THE BOARD OF SCHOOL DIRECTORS OF THIS SCHOOL DISTRICT: (A) TO PREPARE, TO CERTIFY AND TO FILE THE DEBT STATEMENT REQUIRED BY SECTION 8110 OF THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT; (B) TO PREPARE AND TO FILE, AS REQUIRED, ANY STATEMENTS REQUIRED BY SECTION 8024 OF SAID ACT WHICH ARE NECESSARY TO QUALIFY ALL OR ANY PORTION OF THE DEBT OF THIS SCHOOL DISTRICT FOR EXCLUSION FROM THE APPROPRIATE DEBT LIMIT AS SUBSIDIZED OR SELF-LIQUIDATING DEBT; (C) ACTING IN CONCERT WITH THE VO-TECH SCHOOL AND THE OTHER SCHOOL DISTRICTS CONSTITUTING PARTICIPANTS THEREIN, TO EXECUTE, TO ATTEST, TO ACKNOWLEDGE AND TO DELIVER, AS APPROPRIATE, SECOND SUPPLEMENTAL LEASE AGREEMENT BETWEEN SAID AUTHORITY, AS LESSOR, AND SAID VO-TECH SCHOOL AND THE SCHOOL DISTRICTS CONSTITUTING PARTICIPANTS THEREIN, INCLUDING THIS SCHOOL DISTRICT, AS LESSEES, WITH RESPECT TO THE PROPERTY COMPRISING THE VO-TECH SCHOOL AND SAID PROJECT, AND CONTAINING A COVENANT OF GUARANTY OF THIS SCHOOL DISTRICT WITH RESPECT TO PAYMENT OF ITS PROPORTIONATE SHARE OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; APPROVING THE FORM OF SAID SECOND SUPPLEMENTAL LEASE AGREEMENT; CONSENTING TO ASSIGNMENT OF SAID SECOND SUPPLEMENTAL LEASE AGREEMENT BY SAID AUTHORITY TO THE BANK, TRUST COMPANY OR BANK AND TRUST COMPANY TO BE NAMED BY

SAID AUTHORITY AS TRUSTEE, UNDER A SECOND SUPPLEMENTAL TRUST INDENTURE TO BE EXECUTED AND DELIVERED BY SAID AUTHORITY, AS SECURITY FOR SAID BONDS; SPECIFYING THE ANNUAL LEASE RENTAL PAYMENTS TO BE SHARED PROPORTIONATELY BY THIS SCHOOL DISTRICT PURSUANT TO SAID SECOND SUPPLEMENTAL LEASE AGREEMENT AND THE SOURCE OF PAYMENT OF SUCH PROPORTIONATE SHARE OF SUCH LEASE RENTALS BY THIS SCHOOL DISTRICT; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SAID BONDS AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS SCHOOL DISTRICT IN SUPPORT OF ITS GUARANTY OBLIGATIONS IN RESPECT OF ITS PROPORTIONATE SHARE OF DEBT SERVICE ON SAID BONDS; CREATING A SINKING FUND IN CONNECTION WITH SUCH GUARANTY OBLIGATIONS AS PROVIDED IN SAID ACT; APPOINTING A SINKING FUND DEPOSITARY AND A PAYING AGENT IN CONNECTION WITH SUCH GUARANTY OBLIGATIONS; DECLARING SUCH DEBT TO BE INCURRED, TOGETHER WITH OTHER INDEBTEDNESS OF THIS SCHOOL DISTRICT, NOT TO BE IN EXCESS OF ANY LIMITATION UPON THE INCURRING OF DEBT BY THIS SCHOOL DISTRICT; PROVIDING FOR PROPER OFFICERS OF THIS SCHOOL DISTRICT TO TAKE ALL OTHER REQUIRED, NECESSARY OR DESIRABLE RELATED ACTION IN CONNECTION WITH SAID PROJECT AND SAID SECOND SUPPLEMENTAL LEASE AGREEMENT; SETTING FORTH CERTAIN COVENANTS RELATING TO THE FEDERAL TAX STATUS OF THE BONDS; COVENANTING TO PAY OVER AT SETTLEMENT SUFFICIENT MONIES TO PROVIDE FOR THE PAYMENT OF THE 2001 BONDS TO BE REFUNDED IN ACCORDANCE WITH THE REFUNDING PROGRAM AND AUTHORIZING AND DIRECTING CERTAIN OTHER ACTIONS; ESTABLISHING A SINKING FUND FOR THE 2001 BONDS BEING REFUNDED; PROVIDING FOR THE EFFECTIVENESS OF THIS RESOLUTION; PROVIDING FOR THE SEVERABILITY OF PROVISIONS OF THIS RESOLUTION; AND PROVIDING FOR REPEAL OF ALL INCONSISTENT RESOLUTIONS OR PARTS OF RESOLUTIONS.

Background

This School District is a school district of the Commonwealth of Pennsylvania (the "Commonwealth") and is a "local government unit" under provisions of the Act of the General Assembly of the Commonwealth known as the "Local Government Unit Debt Act", as amended and supplemented (the "Act"); and

Bethlehem Area School District, Northampton Area School District and Saucon Valley School District, all located in Northampton County, Pennsylvania (individually, a "School District", and collectively, the "School Districts"), are parties to the Articles of Agreement of the Bethlehem, Area Vocational-Technical School (the "Vo-Tech School"), dated June 30, 1995 as amended (the "Articles of Agreement", which definition also includes any prior articles of agreement, and amendments and supplements of the Articles of Agreement, or any future agreement entered into in replacement for the Articles of Agreement), providing, *inter alia*, for the establishment of an area vocational-

technical school, designated as the “Bethlehem Area Vocational-Technical School”, and for the establishment of an area vocational-technical board, known as the Area Vocational-Technical Board (the “Vo-Tech Board”), and of an operating committee, designated as the Area Vocational-Technical School Committee (the “Joint Committee”). The Articles of Agreement run for a term expiring June 30, 2025.

The Bethlehem Area Vocational-Technical School Authority is an authority created under the Pennsylvania Municipality Authorities Act of 1945 (the “Authorities”) by the School Districts, and is empowered thereunder to acquire, hold, construct, improve, maintain, operate and lease public school buildings and other school projects for public school purposes. The Authority has, at the request of the School Districts and the Joint Committee, acquired the area vocational-technical school buildings and facilities on a site located in the Township of Bethlehem, and the Borough of Northampton, Northampton County, Pennsylvania (the “Property”).

This School District, acting in concert with the other School Districts and the Joint Committee previously determined to undertake a capital plan to make improvements and renovations to the Vo-Tech School facilities by requesting the Authority to undertake the plan by issuing its Guaranteed Lease Revenue Bonds, Series of 1999 and subsequently its 2001 Improvement Bonds.

The School Districts did previously determine to incur lease rental debt through the issuance of the Authority’s Guarantee Lease Revenue Bonds Improvement Series of 2001, dated as of September 15, 2001, in the aggregate principal amount of \$500,000, (the “2001 Bonds”) and to incur lease rental debt through the issuance of the Authority’s Guaranteed Lease Revenue Bonds, Refunding Series of 2001 (“2001 Bonds Refunding”) dated as of September 15, 2001 in the aggregate principal amount of \$12,175,000.

The 2001 Improvement Bonds maturing on or after September 1, 2010, are subject to redemption prior to maturity, at the option of the School District, on or after September 1, 2009, upon payment of the principal amount, together with accrued interest to the date fixed for redemption.

The 2001 Refunding Bonds maturing on or after September 1, 2011 through and including September 1, 2020 are subject to redemption prior to maturity, at the option of the School District, on or after September 1, 2009.

By resolutions presented for adoption, the Joint Committee and the Boards of School Directors of the School Districts have (a) determined that in order to effect a savings resulting from currently available interest rates to refund the 2001 Bonds (“Refunding Program”) at such time as the present value of debt service savings resulting from the refunding, net of costs and expenses of issuing the Bonds equals at least 3% in the aggregate (“Required Savings”) (b) authorized and directed the Joint Committee, the committee established by the Articles of Agreement for the

management of the Vo-Tech School to proceed with the Refunding Program; (c) deemed the Refunding Program to be in the best interest of the Authority, the School Districts and the Vo-Tech School; (d) requested the Authority to undertake the Refunding Program, and to approve the same as a project of the Authority, to be funded by lease revenue bonds to be issued by the Authority in the maximum aggregate principal amount of \$10,800,000, to be designated "Bethlehem Area Vocational-Technical School Authority, Guaranteed Lease Revenue Bonds (Bethlehem Area Vocational-Technical School Refunding), Series of 2009" (the "2009 Improvement Bonds").

The Bonds will be issued under, and secured by, the terms of a Second Supplemental Trust Indenture (the "Second Supplemental Indenture") between the Authority and U.S. Bank National Association, Philadelphia, Pennsylvania, as trustee ("Trustee"). Subject to approval by the School Districts of the incurrence of lease rental debt in connection with issuance of the Bonds, the Authority will, as provided in this resolution, award the Bonds to RBC Capital Markets (the "Underwriters"), by private sale, upon terms set forth in the purchase proposal of the Underwriters (the "Bond Purchase Proposal").

The Authority, as Lessor, will lease the School Facilities to the Vo-Tech School and the School Districts (collectively, the "Lessees"), as lessees, under a Second Supplemental Lease Agreement (the "Second Supplemental Lease") under which (a) the Joint Committee will operate and maintain the School Facilities and (b) each of the School Districts will be obligated to pay an allocated portion of the lease rentals to the Authority under the Second Supplemental Lease, such allocated portions to be determined in accordance with the terms of the Articles of Agreement pertaining to capital expenditures and such total lease rentals to be in fixed amounts sufficient to pay the principal of and interest on the Bonds.

The principal of and interest on the Bonds will be secured under the Second Supplemental Indenture by the assignment and pledge of the Second Supplemental Lease and all rentals and other sums payable under the Second Supplemental Lease to the Trustee. Each of the School Districts will covenant the budgeting of, and will pledge its full faith, credit and taxing power in connection with, each School District's respective amount of lease rental obligations under the Second Supplemental Lease.

To implement the foregoing financing decision, this School District acting in concert with the other School Districts Joint Operating Committee has requested the Authority to authorize and issue a new series of obligations, the Authority's Guaranteed Lease Revenue Bonds (Bethlehem Area Vocational-Technical School) Refunding Series of 2009 (the "Bonds") and to do so by means of a private negotiated sale, which is believed to be in the best interests of this School District, the other School Districts and the Joint Operating Committee.

The proceeds of the Bonds, after payment of costs of issuance, together with any other monies available or to be available for the purpose, will provide the necessary monies for the funding of the Refunding Program.

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

Section 1. This School District, acting in concert with the other School Districts and the Joint Committee, hereby determines to undertake the Refunding Program.

Section 2. This School District, acting in concert with the other School Districts and the Joint Committee, represents that a brief description of the Refunding Program, for which the debt to be incurred, of which the Bonds shall be evidence, is contained in the preamble hereof.

The realistic estimated useful life of the projects financed by the 1999 Bonds and the 2001 Improvement Bonds, respectively, which were "Projects", as defined in Section 8002 of the Act, were previously determined to be 30 years from the date of approval respectively, and the amortization of the 1999 Bonds and the 2001 Improvement Bonds were structured to fully amortize on a level or earlier basis each component of such Projects before the expiration of their useful lives. The useful life of such Projects is not less than previously determined, and the Bonds as structured will fully amortize on a level or earlier basis each component of the Projects before the expiration of their useful lives.

Section 3. This School District, acting in concert with the other School Districts, determines to incur debt, as such term is defined in the Act, as lease rental debt, as such phrase is defined in the Act, in connection with the Refunding Program and related costs and expenses of financing the Refunding Program.

Section 4. Such debt, which shall be incurred as such lease rental debt, shall be in the maximum aggregate principal amount of \$10,800,000 for all the School Districts. The Debt shall be evidenced by obligations to be issued by the Authority under the Authorities Act, and shall consist of a series of revenue bonds, to be known generally as "Bethlehem Area Vocational-Technical School Authority, Guaranteed Lease Revenue Bonds" (Bethlehem Area Vocational-Technical School), Refunding Series of 2009 (the "Bonds"), which shall be secured by lease rentals to be payable under the Second Supplemental Lease (hereinafter mentioned and approved), and by a covenant of guaranty of the School Districts contained in such Second Supplemental Lease.

This School District specifies that the maximum initial share of this School District of such debt, which shall be incurred as such lease rental debt, shall be \$6,828,057 for the Bonds, which is determined in the manner provided in the Second Supplemental Lease.

Section 5. The Second Supplemental Lease, including the Assignment thereof to the Trustee, shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Second Supplemental Lease, including the Assignment thereof to the Trustee, in the form so presented to this meeting and so approved, shall be filed with the Secretary of the Board of School Directors of this School District and shall be made available for inspection at reasonable times by interested persons requesting such inspection.

Section 6. This School District, acting in concert with the other School Districts and the Joint Operating Committee, and in order to effect a savings from currently available interest rates has requested the Authority to issue a series of bonds to refund all of the remaining outstanding 2001 Bonds, at such time as the present value of debt service savings resulting from the refunding, net of costs and expenses of issuance of the Bonds equals at least 3% in the aggregate ("Required Savings"). The Authority has authorized the issuance of its Guaranteed Lease Revenue Bonds (Bethlehem Area Vocational-Technical School) Refunding Series of 2009 (the "Bonds") which shall be secured by lease rentals to be payable, in the amount sufficient to refund the Bonds, under the Second Supplemental Lease, and by a covenant of guaranty of the School District contained in such Second Supplemental Lease provided that the Required Savings level is achieved.

Section 7. The President or Vice-President and the Secretary or Assistant Secretary, respectively, of the Board of School Directors of this School District, which shall include their duly qualified successors in office if applicable, are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department of Community and Economic Development of the Commonwealth (the "Department") the debt statement required by Section 8110 of the Act; (b) to prepare and to file with the Department any statements required by Sections 8024 or 8025 of the Act that are necessary to qualify all or any portion of the debt of this School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt to be incurred, as required by Section 8111 of the Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The Board of School Directors of this School District authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by Section 8110 of the Act. The President or Vice-President and the Secretary or Assistant Secretary of the Board of School Directors are hereby authorized to prepare and to execute, or to authorize the officers or officials of this School District to prepare and to execute, such borrowing base certificate.

Section 8. The President or Vice-President of the Board of School Directors and the Secretary or Assistant Secretary of the Board of School Directors of this School District, as applicable, acting in concert with the other School Districts, are authorized and directed to execute, to attest, to acknowledge and to deliver the Second Supplemental Lease on behalf of this School District, substantially in the form approved above; Subject, however, to applicable provisions of the Act.

Section 9. The President or Vice-President of the Board of School Directors and the Secretary or Assistant Secretary of the Board of School Directors of this School District, as applicable, acting in concert with the other School Districts, are authorized and directed to the Department of Community and Economic Development of the Commonwealth (the "Department") for approval with respect to the Second Supplemental Lease, as required by Section 8111(b) of the Act; and, in connection with such application, this School District shall pay to the Department the filing fee as required by the act, the payment of which filing fee is authorized and approved.

Section 10. The lease rental payments under the Second Supplemental Lease, as set forth in the Second Supplemental Lease in the form referred to above, a proportionate share of which, as determined in accordance with the Supplemental Lease, is to be payable by or on behalf of this School District both for debt service purposes and for administration expense purposes, shall not exceed the amounts as set forth in the schedule attached hereto as Exhibit "A" which is hereby made a part hereof.

Section 11. The lease rental payments, as set forth in the preceding Section and Exhibit A, a proportionate share of which is to be payable by or on behalf of this School District, shall be payable to the extent applicable and appropriate, from current revenues of this School District.

Section 2. This School District hereby unconditionally guarantees the full payment of its proportionate share, determined in accordance with the Second Supplemental Lease, of the principal of and interest on the Bonds of the Authority issued and "outstanding", under and as defined in the Second Supplemental Indenture, from time to time, and in furtherance thereof covenants and agrees with the Authority, the Trustee and the holders and/or registered owners, as appropriate, of such Bonds issued and "Outstanding", as that term is defined in the Second Supplemental Indenture, from time to time, that if the Authority or the Trustee, as paying agent of the Authority, shall fail to pay the full amount of the principal of and interest on such Bonds when the same become due and payable, at the times and place, under the conditions, and in the manner prescribed in such Bonds and in the Second Supplemental Indenture, this School District will pay its proportionate share, determined in accordance with the Second Supplemental Lease, of the full amount of such principal and interest to the holders and/or registered owners, as appropriate, of such Bonds.

This School District covenants with holders and/or registered owners, as appropriate, of such Bonds issued and, from time to time, so "Outstanding" under the

Second Supplemental Indenture that this School District: (1) shall include the amount of its proportionate share, determined in accordance with the Second Supplemental Lease, of the debt service on such Bonds payable in respect of such guaranty, for each fiscal year in which such sums are payable, in its budget for that year; (2) shall appropriate from its tax or other general revenues such amounts to the payment of such proportionate share of such debt service; and (3), in respect of such guaranty, shall duly and punctually pay or cause the Authority, or the Trustee, or a paying agent of this School District with respect to such guaranty, to pay from the sinking fund hereinafter referred to or any other of its revenues or funds, its proportionate share, determined as aforesaid, of the principal of each of the Bonds and the interest thereon at the dates and place and in the manner stated therein according to the true intent and meaning thereof; and for such budgeting, appropriation and payment in respect of its guaranty, this School District does pledge, irrevocably, its full faith, credit and taxing power. The foregoing covenants of this School District shall be specifically enforceable. The phrase "debt service" as used in this Section shall mean an amount equal to the maximum annual debt service on the Bonds, as set forth in the Second Supplemental Lease, or such lesser amount that will be sufficient for the payment of the principal of and interest on such Bonds when due and payable.

This School District hereby establishes a "sinking fund", as such phrase is defined or applied in the Act, as amended and supplemented from time to time, with respect to its obligations under such guaranty, to be known as the "Sinking Fund - Guaranteed Lease Revenue Bonds, Series of 2009", or the "2009 Bonds Sinking Fund. U.S. Bank National Association, which has a corporate trust office in Philadelphia, Pennsylvania, is hereby appointed "sinking fund depository" and "paying agent", as such phrases are defined or applied in the Act, as amended and supplemented from time to time, to the extent necessary with respect to obligations of this School District under such guaranty.

With respect to the Bonds hereunder, the School District may from time to time and at any time, adopt a supplemental resolution in order to cure any ambiguity or formal defect or omission in this Resolution or in any supplemental resolution.

Section 13. It is declared that the debt to be incurred hereby, together with any other indebtedness of this School District, is not in excess of any limitation imposed by the Act upon the incurring of debt by this School District.

Section 14. Proper officers of this School District, acting in concert with the other School Districts, are authorized and directed to execute all documents and to do all other acts as may be necessary and proper to carry out the intent and purpose of this Resolution and the undertakings of this School District under the Second Supplemental Lease.

Section 15. This School Board, acting in its capacity as members of the Vo-Tech Board, does hereby vote its approval and adoption of the terms of the Second

Supplemental Lease on behalf of the Vo-Tech Board, and does hereby nominate, elect and approve the president and secretary of the Joint Committee as president and secretary respectfully of the Vo-Tech Board and authorize such officers on behalf of the Vo-Tech Board to execute the Second Supplemental Lease and all other documents and to do all other acts necessary and proper to carry out the intent of this resolution.

Section 16. The Secretary of the Board of School Directors of this School District is hereby authorized and directed to submit to the Pennsylvania Department of Education, promptly following the adoption hereof, a copy of the proposed Second Supplemental Lease along with such other documents and information as may be necessary to obtain written approval from such department, in accordance with Section 790 of the Public School Code of 1949, as amended, 24 P.S. §7-790, to enter into the Second Supplemental Lease.

Section 17. Reference in this Resolution to specified officers of this School District shall include and shall be construed to include, if and as their respective successors in office.

Section 18. This Resolution shall become effective in accordance with provisions of the Act.

Section 19. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not effect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

Section 20. All other resolutions or parts of resolutions which are inconsistent herewith shall be and the same expressly are repealed.

DULY ADOPTED, this 27th day of April, 2009, by the Board of School Directors of this School District, in lawful session duly assembled.

BETHLEHEM AREA SCHOOL DISTRICT
Lehigh and Northampton Counties,
Pennsylvania

By: _____
(Vice) President

ATTEST:

(Assistant) Secretary

(SEAL)

IN RE: 2009 FINANCING PROJECT : BORROWING RESOLUTION
: CERTIFICATE OF ENACTMENT

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BETHLEHEM AREA
VOCATIONAL-TECHNICAL SCHOOL

SECOND SUPPLEMENTAL LEASE AGREEMENT

Dated: _____, 2009

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BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL
SECOND SUPPLEMENTAL LEASE AGREEMENT

Dated as of _____, 2009

BETWEEN BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY (the "Authority"), hereinafter called "Lessor",

AND BETHLEHEM AREA SCHOOL DISTRICT, NORTHAMPTON AREA SCHOOL DISTRICT, and SAUCON VALLEY SCHOOL DISTRICT, (individually, a "School District" and collectively, the "School Districts"), and the Bethlehem Area Vocational-Technical School, hereinafter called "Lessees".

Background.

Bethlehem Area School District, Northampton Area School District and Saucon Valley School District, all located in Northampton County, Pennsylvania (individually, a "School District", and collectively, the "School Districts"), are parties to the Articles of Agreement of the Bethlehem, Area Vocational-Technical School (the "Vo-Tech School"), dated June 30, 1995 as amended (the "Articles of Agreement", which definition also includes any prior articles of agreement, and amendments and supplements of the Articles of Agreement, or any future agreement entered into in replacement for the Articles of Agreement), providing, *inter alia*, for the establishment of an area vocational-technical school, designated as the "Bethlehem Area Vocational-Technical School", and for the establishment of an area vocational-technical board, known as the Area Vocational-Technical Board (the "Vo-Tech Board"), and of an operating committee, designated as the Area Vocational-Technical School Committee (the "Joint Committee"). The Articles of Agreement run for a term expiring June 30, 2025.

The Bethlehem Area Vocational-Technical School Authority is an authority created under the Pennsylvania Municipality Authorities Act of 1945 (the "Authorities") by the School Districts, and is empowered thereunder to acquire, hold, construct, improve, maintain, operate and lease public school buildings and other school projects for public school purposes. The Authority has, at the request of the School Districts and the Joint Committee, acquired the area vocational-technical school buildings and facilities on a site located in the Township of Bethlehem, and the Borough of Northampton, Northampton County, Pennsylvania (the "Property").

The School Districts, acting in concert with the Joint Committee previously determined to undertake a capital plan to make improvements and renovations to the Vo-Tech School facilities by requesting the Authority to undertake the plan by issuing its Guaranteed Lease Revenue Bonds, Series of 1999 (1999 Bonds) and its 2001 Improvement Bonds.

The School Districts did previously determine to incur lease rental debt through the issuance of the Authority's Guarantee Lease Revenue Bonds Improvement Series of 2001, dated as of September 15, 2001, in the aggregate principal amount of \$500,000, (the "2001 Bonds") and to incur lease rental debt through the issuance of the Authority's Guaranteed Lease Revenue Bonds, Refunding Series of 2001 ("2001 Bonds Refunding") dated as of September 15, 2001 in the aggregate principal amount of \$12,175,000.

The 2001 Improvement Bonds maturing on or after September 1, 2010, are subject to redemption prior to maturity, at the option of the School District, on or after September 1, 2009, upon payment of the principal amount, together with accrued interest to the date fixed for redemption.

The 2001 Refunding Bonds maturing on or after September 1, 2011 through and including September 1, 2020 are subject to redemption prior to maturity, at the option of the School District, on or after September 1, 2009.

By resolutions presented for adoption, the Joint Committee and the Boards of School Directors of the School Districts have (a) determined that in order to effect a savings resulting from currently available interest rates to refund the 2001 Bonds ("Refunding Program") at such time as the present value of debt service savings resulting from the refunding, net of costs and expenses of issuing the Bonds equals at least 3% ("Required Savings") (b) authorized and directed the Joint Committee, the committee established by the Articles of Agreement for the management of the Vo-Tech School to proceed with the Refunding Program; (c) deemed the Refunding Program to be in the best interest of the Authority, the School Districts and the Vo-Tech School; (d) requested the Authority to undertake the Refunding Program, and to approve the same as a project of the Authority, to be funded by lease revenue bonds to be issued by the Authority in the aggregate principal amount of \$_____, to be designated "Bethlehem Area Vocational-Technical School Authority, Guaranteed Lease Revenue Bonds (Bethlehem Area Vocational-Technical School Refunding), Series of 2009" (the "2009 Improvement Bonds").

The Bonds will be issued under, and secured by, the terms of a Second Supplemental Trust Indenture (the "Second Supplemental Indenture") between the Authority and U.S. Bank National Association, Philadelphia, Pennsylvania, as trustee ("Trustee"). Subject to approval by the School Districts of the incurrence of lease rental debt in connection with issuance of the Bonds, the Authority will, as provided in this resolution, award the Bonds to RBC Capital Markets (the "Underwriters"), by private

sale, upon terms set forth in the purchase proposal of the Underwriters (the "Bond Purchase Proposal").

The Authority, as Lessor, will lease the School Facilities to the Vo-Tech School and the School Districts (collectively, the "Lessees"), as lessees, under a Second Supplemental Lease Agreement (the "Second Supplemental Lease") under which (a) the Joint Committee will operate and maintain the School Facilities and (b) each of the School Districts will be obligated to pay an allocated portion of the lease rentals to the Authority under the Second Supplemental Lease, such allocated portions to be determined in accordance with the terms of the Articles of Agreement pertaining to capital expenditures and such total lease rentals to be in fixed amounts sufficient to pay the principal of and interest on the Bonds.

The principal of and interest on the Bonds will be secured under the Second Supplemental Indenture by the assignment and pledge of the Second Supplemental Lease and all rentals and other sums payable under the Second Supplemental Lease to the Trustee. Each of the School Districts will covenant the budgeting of, and will pledge its full faith, credit and taxing power in connection with, each School District's respective amount of lease rental obligations under the Second Supplemental Lease.

To implement the foregoing financing decision, the School Districts acting in concert with the Joint Operating Committee has requested the Authority to authorize and issue two new series of obligations, the Authority's Guaranteed Lease Revenue Bonds (Bethlehem Area Vocational-Technical School) Refunding Series of 2009 (the "Bonds") and to do so by means of a private negotiated sale, which is believed to be in the best interests of this School District, the other School Districts and the Joint Operating Committee.

The proceeds of the Bonds, after payment of costs of issuance, together with any other monies available or to be available for the purpose, will provide the necessary monies for the funding of the Refunding Program.

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

ARTICLE I LEASED PREMISES, TERM OF LEASE

Section 1.01. Premises. Subject to the terms and conditions herein stated, Lessor leases to Lessees the "Property" as more fully described in Exhibit "A" attached hereto, together with all improvements thereon erected or to be erected thereon as part of the Project, which property and improvements are hereinafter called the "School Facilities".

Section 1.02. Term. This Second Supplemental Lease shall be for a term of approximately _____ (_____) years, beginning _____, 200__, and ending _____. However, the initial term shall end immediately upon earlier discharge of the Second Supplemental Indenture, and shall not under any circumstances end prior to discharge of the Second Supplemental Indenture. Notwithstanding the foregoing, the Second Supplemental Lease shall continue after the end of the initial term for an indefinite period of time until either party terminates the Second Supplemental Lease by giving notice in accordance with this section. The Second Supplemental Lease may be terminated after the initial term by either party giving to the other party thirty (30) days advance written notice, in which case the Second Supplemental Lease shall terminate on the date specified in the written notice, provided the date is at least thirty (30) days after the giving of the notice. Under this Second Supplemental Lease, a "lease year" shall be the period from July 1 through June 30.

ARTICLE II CONCERNING RENTALS AND ADDITIONAL SUMS

Section 2.01. Payments on the Bonds. The School Districts covenant to pay or cause to be paid directly to the Trustee on behalf of the Authority, as base rentals under this Second Supplemental Lease, for deposit into the bond fund created under Article III of the Second Supplemental Indenture (the "Bond Fund"), and the administrative expense fund created under Article III of the Second Supplemental Indenture (the "Administrative Expense Fund") rentals which, together with other funds available to the Trustee for payment of debt service, will be sufficient to pay punctually the principal of and interest on every Bond at the dates and in the manner stated in the Bonds, including any amounts required for mandatory redemption of the Bonds prior to maturity, in accordance with the Debt Service Schedule set forth in Exhibit "B", and the administration expenses of the Authority as set forth in and Section 2.02 below. The School Districts will pay such base rentals to the Trustee at least four (4) days prior to the date of any required debt service payment as set forth on the Debt Service Schedule.

The amount to be paid by each School District as its share of base rentals for each series of bonds and in the aggregate issued under the Second Supplemental Indenture (the "Bonds") shall be determined in the manner set forth in the Articles of Agreement and shall take into consideration any funds held by the Trustee and available under the Second Supplemental Indenture to be credited to the Lessees as an offset against rentals and additional sums due under the Lease. The Joint Committee will cause the Business Manager of the Vo-Tech School to notify each School District of its respective base rental obligation, and additional rentals under Section 2.02 below, no later than thirty (30) days prior to each payment due date. The Vo-Tech School representative shall also give notice to the Authority and the Trustee of each School District's base rental obligation, and additional rentals under Section 2.02 below, at least

thirty (30) days prior to each payment due date. However, such notice is to be given solely as a matter of convenience to the School Districts, and each School District is obligated to pay its respective rental obligation on the due date irrespective of any failure to give, or defect in, such notice. In the event of any question or dispute as to the amount to be paid by a School District as its share of base rentals, or additional rentals as provided below, a determination of the amount by the Trustee shall be conclusive and binding on all School Districts.

Section 2.02. Administrative Expenses. The annual amount paid as a part of the base rental payable under Section 2.01, for the Authority's administration expenses is \$10,000.

The School Districts each covenant to pay to the Authority, if required, an additional sum in each lease year sufficient to pay the amount by which actual administration expenses of the Authority exceed in such lease year the sum available in the Administrative Expense Fund, if such additional expenses shall be approved by the Vo-Tech Board or the Joint Committee, their proportionate shares of the same, determined in the manner set forth in the Articles of Agreement. Conversely, if the balance in the Administrative Expense Fund shall at any time equal the anticipated expenses of the Authority for the next twelve (12) months plus \$10,000, payments may be omitted for that twelve (12) month period. The Lessees and the Authority covenant to pay, as administration expenses from the Administrative Expense Fund, reasonable compensation to the Trustee for services rendered by it under the Second Supplemental Indenture and hereunder and all of the Trustee's reasonable expenses and charges and those of its attorneys, agents and employees in the administration and execution of the trusts and the performance of its powers and duties hereunder.

The Lessees covenant to indemnify and hold the Trustee harmless against any losses, liabilities or expenses which it may incur in the performance of its powers and duties hereunder or under the Second Supplemental Indenture and not due to its gross negligence or bad faith, including the costs of defending against any claim of liability. The Lessees covenant to reimburse the Trustee with interest at the rate of interest specified in Section 6.09 of the Second Supplemental Indenture, until paid, for all advances made by the Trustee in accordance with any provisions of the Second Supplemental Indenture or this Second Supplemental Lease. If such indemnity shall be required in any lease year, each School District then obligated to share in payment of rentals, shall pay or cause the Vo-Tech School on their behalf to pay its proportionate share of the same, determined in the manner set forth in the Articles of Agreement.

Section 2.03. Rebatable Arbitrage on the Bonds. Lessees covenant to pay any rebatable arbitrage required to be remitted and paid to the United States of America which may become due and payable in accordance with Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder, or any other relevant sections of the Code. The payment of any such rebatable arbitrage will be made by the Vo-Tech School out of the proceeds of the Bonds; provided however, if there are insufficient funds available from these proceeds, such deficiency will be paid as additional rentals by the School Districts with their proportionate shares determined under the Articles of Agreement.

In order to comply with the requirements of this section, the Joint Committee shall cause an appropriate representative of the Vo-Tech School to make annual calculations regarding the amount of rebatable arbitrage which will be due to the United States of America in accordance with Section 148(f) of the Code and the regulations promulgated thereunder, and shall provide a copy of such calculations to the Authority. After such calculations have been made, the Vo-Tech School shall keep a reserve for the calculated amount of rebatable arbitrage to be paid, and remit the rebatable arbitrage to the United States of America on each arbitrage rebate installment date.

Section 2.04. Liability for Payment. Each School District covenants to pay its proportionate share of lease rentals and additional sums, in the amounts and at the times set forth herein or in the Second Supplemental Indenture, without suspension or abatement of any nature, irrespective of any of the following: (a) delay in completion of any construction or improvements with respect to the School Facilities and notwithstanding that all or any part of the School Facilities shall have been wholly or partially destroyed, damaged or injured and shall not have been repaired, replaced or rebuilt; (b) the taking of any or any portion of any of the School Facilities by any public authority in the exercise of the power of eminent domain; (c) any failure of consideration, failure of title or commercial frustration; (d) any failure of the Authority or the Trustee to perform or observe any agreement or covenant, whether express or implied, or any obligation or liability arising out of or in connection with this Second Supplemental Lease, the Second Supplemental Indenture or the Bonds; (e) any change in the tax or other laws of the United States of America, the Commonwealth of Pennsylvania or any other government authority which may affect the taxability of the Bonds or the law applicable to this Second Supplemental Lease or the Second Supplemental Indenture; or (f) any other excuse or reason of any nature.

Section 2.05. School District Guarantee of Proportionate Share. Each School District hereby unconditionally guarantees the full payment of its proportionate share, determined in accordance with this Second Supplemental Lease and the Articles of Agreement, of the principal of and interest on the Bonds of the Authority issued and "outstanding", under and as defined in the Second Supplemental Indenture, from time to time, and in furtherance thereof covenants and agrees with the Authority, the Trustee and the holders and/or registered owners, as appropriate, of such Bonds issued and "Outstanding", from time to time, that if the Authority or the Trustee, as paying agent of the Authority, shall fail to pay the full amount of the principal of and interest on such Bonds when the same become due and payable, at the times and place, under the conditions, and in the manner prescribed in such Bonds and in the Second Supplemental Indenture, each School District will pay its proportionate share, determined in accordance with the Second Supplemental Lease, of the full amount of such principal and interest to the holders and/or registered owners, as appropriate, of such Bonds.

Each School District covenants with holders and/or registered owners, as appropriate, of such Bonds issued and, from time to time, so outstanding under the Second Supplemental Indenture that each School District: (1) shall include the amount of its proportionate share, determined in accordance with this Second Supplemental Lease and the Articles of Agreement, of the debt service on such Bonds payable in

respect of such guaranty, for each fiscal year in which such sums are payable, in its budget for that year; (2) shall appropriate from its tax or other general revenues such amounts to the payment of such proportionate share of such debt service; and (3) in respect of such guaranty, shall duly and punctually pay or cause the Authority, or the Trustee, or the paying agent with respect to such guaranty, to pay from the sinking fund hereinafter referred to or any other of its revenues or funds, its proportionate share, determined as aforesaid, of the principal of each of the Bonds and the interest thereon at the dates and place and in the manner stated therein according to the true intent and meaning thereof; and for such budgeting, appropriation and payment in respect of its guaranty, each School District does pledge, irrevocably, its full faith, credit and taxing power. The foregoing covenants of each School District shall be specifically enforceable and shall not be dependent upon the continued existence of the Vo-Tech School, the Joint Committee, or any amendments to or termination of the Articles of Agreement. The phrase "debt service" as used in this Section shall mean an amount equal to the maximum annual debt service on the Bonds, as set forth in the Second Supplemental Lease, or such lesser amount that will be sufficient for the payment of the principal of and interest on such Bonds when due and payable.

Section 2.06. Calculation of Proportionate Share. Pursuant to the Articles of Agreement, each School District's share of rental payments shall be the proportion which the market valuation of real estate of the School District bears to the total market valuation of all the participating school districts as certified by the Pennsylvania State Tax Equalization Board annually. The initial proportionate shares of the School Districts shall be:

Bethlehem Area School District	_____ %
Northampton Area School District	_____ %
Saucon Valley School District	_____ %

The School Districts may, by appropriate amendment of the Articles of Agreement as required prior to _____, establish these initial proportionate shares as permanent proportionate shares with respect to the Bonds without amendment to this Second Supplemental Lease.

ARTICLE III RENTAL PAYMENTS AS SECURITY, BUDGET COVENANT

Section 3.01. Rental Payments as Security/Assignment of Rental Payments. The Authority directs that the rental payments and any additional sums payable hereunder, except for payments made to cover administrative expenses under Sections 2.01 and 2.02 shall be paid to the Trustee as security for the Bonds. In addition, the Authority assigns this Second Supplemental Lease and the rental payments and additional sums, except for payments made to cover Authority administrative expenses under Sections 2.01 and 2.02, to the Trustee, its successors and assigns.

Section 3.02. Budget Covenant. Each School District covenants that, so long as the Bonds remain outstanding under the Second Supplemental Indenture, it shall include its proportionate share of rentals and other sums due and payable by such School District under this Second Supplemental Lease in its budget for each fiscal year, shall appropriate such amounts for payment of the rental and other sums due and payable under this Second Supplemental Lease from all available revenues, and shall duly and punctually pay the rental and other sums due under this Second Supplemental Lease. Each School District hereby pledges its full faith, credit and taxing power for such budgeting, appropriation and payment.

ARTICLE IV INSURANCE

Section 4.01. Insurance. At all times during the term of this Second Supplemental Lease, the Joint Committee shall carry and pay for fire and extended coverage insurance on the buildings and other improvements and also liability insurance and such other insurance as the Lessor and the Joint Committee shall reasonably deem necessary. All policies of insurance shall be in form and in amount satisfactory to Lessor and the Joint Committee. All fire and extended coverage insurance shall be for the benefit of the Lessor, the Vo-Tech Board and the Joint Committee, as their interests may appear. All liability insurance shall name Lessor and the Joint Committee as insured parties. All money recovered under any insurance policy shall be deposited with the Joint Committee. The Joint Committee shall provide evidence satisfactory to the Authority of insurance coverage promptly upon request by the Authority or the Trustee.

ARTICLE V ADDITIONAL COVENANTS OF SCHOOL DISTRICTS AND JOINT COMMITTEE

Section 5.01. Absolute Net Second Supplemental Lease. This shall be an absolute net Second Supplemental Lease, and the Joint Committee shall be responsible for all expenses incurred in connection with the School Facilities.

Section 5.02. Utilities. Taxes. etc.. Specifically, and without limiting the foregoing, the Joint Committee shall pay: (a) all charges for light, heat, fuel, power, water, sewage and all other utilities and services furnished and supplied to any parts of the School Facilities; and (b) all levies, taxes, assessments, or other charges to which the School Facilities or rentals payable hereunder any time may be subject or to which the Authority may be subject as owner or Lessor of the School Facilities.

Section 5.03. Maintenance and Operation of School Facilities. The Joint Committee will: (a) provide for the operation of the School Facilities; (b) maintain and

keep the Property in good repair and condition; (c) pay all costs necessary for such maintenance and repair; and (d) replace all equipment and furnishings as may be necessary. These provisions as to maintenance and repair shall apply to all maintenance and repairs, major and minor, without exception.

The Joint Committee will comply with all valid laws, rules, regulations, orders, and directions of any legislative, executive, administrative or judicial body applicable to the School Facilities.

Section 5.04. Financial Statements. If requested by the Authority, each School District shall provide copies of its audited financial statements for each fiscal year, as reported by an independent certified public accountant, to the Authority within 120 days of the end of each fiscal year. Each School District shall provide the Authority or the Trustee such additional financial and other information concerning its affairs as the Authority or the Trustee request.

Section 5.05. Record Keeping. The Joint Committee will keep complete and accurate records containing all information necessary to reflect the use of the proceeds of the Bonds, and upon the request of the Authority will furnish copies thereof to the Authority.

Section 5.06. Compliance with Internal Revenue Code. The Lessees covenant to make no investments or other use of the proceeds of the Bonds, including amounts representing investment proceeds thereof, that would cause the Bonds to be "arbitrage bonds" as that phrase is defined in Sections 103 and 148 of the Code and the regulations promulgated thereunder. The Lessees acknowledge that such sections of the Code and regulations promulgated thereunder specify whether proceeds of the Bonds (and other amounts treated as proceeds thereof) may be invested at a yield in excess of the yield on the Bonds or must be restricted to investment at a yield not materially higher than the yield on the Bonds and, furthermore, specify whether all earnings on the investment of such proceeds or such amounts treated as proceeds can be retained by the Authority (or the School Districts) or must be rebated to the United States of America.

The Joint Committee will maintain complete and accurate records of the investment and expenditure of the proceeds of the Bonds (and of amounts treated as proceeds thereof under the Code and regulations promulgated thereunder), and will cause the amount of rebatable arbitrage earnings, if any, to be calculated from time to time in accordance with the Code and regulations promulgated thereunder, such that the amount of any rebate due to the United States of America shall be fully and timely paid when due in accordance with the Code and regulations promulgated thereunder. For the purpose of making such rebate calculations, the Joint Committee may retain legal counsel, independent certified public accountants, or other recognized experts to calculate the yield on the Bonds and the amount of arbitrage rebate due. The Joint Committee shall provide a copy of such calculations or the results of the calculations to

the Authority. The Joint Committee shall, to the extent permitted by law, indemnify and hold harmless the Authority, its officers, and the members of its Board from and against any and all interest, penalties and costs that may be incurred by reason of any failure of the Joint Committee to pay any installment of rebate required to be paid under the Code and regulations promulgated thereunder in the amount or at the time prescribed thereof.

Lessees further covenant that they shall not take any action or permit or suffer any action to be taken if the result would be to cause the interest on the Bonds to be taxable for federal income tax purposes. This shall include, but not be limited to, any action which would cause the Bonds to be "private activity bonds" as defined in Section 141 of the Code, or any action which would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.07. Acknowledgment of Lessees Regarding Second Supplemental Indenture. Each of the Lessees acknowledges that it has received an executed copy of the Second Supplemental Indenture, and that it is familiar with its provisions, and agrees to be bound to the fullest extent permitted by law to all provisions thereof directly or indirectly relating to it, and that it will take all such actions as are required or contemplated of it under the Second Supplemental Indenture to preserve and protect the rights of the Trustee and of the bondholders thereunder and that it will not take or effect any action which would cause a default thereunder or jeopardize such rights. The Lessees hereby assume and agree to perform all of the covenants and other obligations of the Authority under the Second Supplemental Indenture, excepting only any approval or consent permitted or required to be given by the Authority thereunder, and those covenants or obligations the performance of which are within the power of the Authority but not of the Lessees to perform. However, nothing contained in this section shall prevent the Authority from choosing from time to time, in its discretion, to perform any of the covenants or other obligations hereby assumed by the Lessees.

Section 5.08. Information to Bond Insurer. Each School District covenants to mail the following information to the bond insurer, _____, an insurance company, or any successor thereto, at _____:

(a) Within 180 days of the end of a fiscal year (July 1 to June 30), the audited financial statements for the preceding fiscal year; and

(b) The Official Statement, or other disclosure, if any, prepared in connection with the issuance of additional debt, whether or not it is on parity with the Second Supplemental Lease securing the Bonds, within 30 days after the issuance of any additional debt.

Section 5.09. Continuing Disclosure. Each of the Lessees agree to provide to the Lessor any and all financial information needed by the Lessor to comply with its Continuing Disclosure Certificate executed in connection with the Bonds as provided

for in the Official Statement disseminated in connection with the Bonds. Such information shall be provided to the Lessor by Lessees within 270 days after the end of each fiscal year, commencing with the fiscal year ending June 30, 2009.

ARTICLE VI ASSIGNMENT OF SECOND SUPPLEMENTAL LEASE

Section 6.01. Assignment of Second Supplemental Lease. It is agreed and acknowledged that the Authority has assigned, transferred and pledged this Second Supplemental Lease and the rental and additional sums payable under this Second Supplemental Lease (except for sums held for administration expenses of the Authority pursuant to Sections 2.01 and 2.02 hereof) to the Trustee under the Second Supplemental Indenture to secure the payment of Bonds issued under the Second Supplemental Indenture (the proceeds of the Bonds to be issued under the Second Supplemental Indenture to be used, as set forth in the Second Supplemental Indenture or , for and toward the cost of the Project and for costs relating to the issuance of the Bonds), IN TRUST, to be held and applied under and in accordance with the provisions of the Second Supplemental Indenture; and the Lessees hereby consent to such assignment, transfer and pledge and agree to pay all pledged rental and additional sums payable under this Second Supplemental Lease to the Trustee; provided, however, that the assignment and pledge of this Second Supplemental Lease shall not subject the Trustee to any of the obligations of the Authority under this Second Supplemental Lease and that the rights of the Trustee under this Second Supplemental Lease and assignment and pledge thereof to the Trustee shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligations of the Authority under this Second Supplemental Lease, arising out of any indebtedness or liability at any time owing to any of the Lessees by the Authority, or arising out of any other claims, facts, excuse or reason of any nature.

ARTICLE VII DEFAULT AND REMEDIES

Section 7.01. Default/Remedies. In the event that the Lessees or any one of the Lessees shall default in any rental payment, or shall fail to comply with any of the other covenants contained in this Second Supplemental Lease, the Authority, and in case the Authority is then in default under the Second Supplemental Indenture or is otherwise unable to act, the Trustee, shall have the right to terminate this Second Supplemental Lease and to take possession of the School Facilities with the exclusive right to use, rent or relet the School Facilities and to charge and collect rentals and revenues therefrom, and to take other appropriate steps.

The acceptance by the Authority or the Trustee of any rent, or portion thereof, at any time after the same becomes due, or any failure to enforce any rights under this

Second Supplemental Lease shall not be considered a waiver of the right to enforce any remedy under this Second Supplemental Lease at any time, in accordance with the provisions of this Second Supplemental Lease. No taking of possession of the School Facilities by the Authority or the Trustee shall be a bar to the recovery by the Authority or the Trustee from the Lessees of any rent then or thereafter due and payable under this Second Supplemental Lease or any other amounts required to be paid by the Lessees under this Second Supplemental Lease, and the Lessees shall remain liable for the same as if this Second Supplemental Lease had not been terminated. As part of the consideration for this Second Supplemental Lease, the Lessees hereby waive any exemption or notice laws or requirements applicable to Lessees now or hereafter in force.

In the event of the commencement of any action or other proceedings on the part of the Authority or the Trustee to enforce any of the provisions of or remedies under this Second Supplemental Lease, or to foreclose or terminate the interest of the Lessees based upon a default hereunder, or of any other action or proceedings on the part of the Authority or the Trustee wherein the appointment of a receiver may be permissible, then the Authority or the Trustee shall as a matter of right, and immediately upon the institution of any such action or proceedings, upon notice to the Lessees, be entitled to the appointment of a receiver of the School Facilities and of the rents, revenues and other income from the School Facilities, with such ample powers as the Court making such appointment may confer.

Section 7.02. Surrender of Possession upon Termination of Second Supplemental Lease. Upon the termination of this Second Supplemental Lease by reason of default, the Lessees covenant that they will surrender and deliver peaceable possession of the School Facilities, without delay, upon demand by the Authority or the Trustee or, pursuant to the Second Supplemental Indenture, by any other duly constituted representative of the holders of the Bonds secured by the Second Supplemental Indenture, in the same good order and repair as now exists and as shall exist upon completion of the Project, excepting reasonable wear and tear.

Section 7.03. Authority Performance of Lessees' Obligations. If the Lessees at any time fail to pay any amount payable by them in accordance with the provisions of this Second Supplemental Lease, or to perform any other act on their part to be made or performed, then the Authority may, but shall not be obligated to, and without further notice to or demand upon the Lessees and without waiving or releasing the Lessees from any of their obligations in this Second Supplemental Lease, make any such payment or perform any such act. All sums so paid by the Authority and all necessary incidental costs and expenses in connection with the performance of any such act by the Authority shall be payable by the Lessees to the Authority on demand.

ARTICLE VIII
CONCERNING THE PROJECT AND THE SCHOOL FACILITIES

Section 8.01. Completion of Project with Due Diligence/Construction Fund/Ownership/Responsibilities/State Reimbursement. The Joint Committee covenants it will proceed with due diligence to complete the Project. For this purpose, as provided in Second Supplemental Indenture, certain of the proceeds from the 1999 Bonds will be deposited with the Joint Committee and disbursed by the Joint Committee for purposes of the Project. The Authority owns and will continue to own the School Facilities. However, the Vo-Tech School shall own all items of equipment and furnishings which do not constitute real estate and shall not be accountable to the Authority with respect to such equipment and furnishings.

Subject to the approvals given by the Vo-Tech Board and the School Districts, the Joint Committee has assumed complete responsibility for the following: (a) determination of the scope of the Project; (b) selection and approval of Public Financial Management, Inc., as financial advisors in connection with the Financing; (c) selection and approval of RBC Capital Markets Corporation as Underwriters (d) selection and approval of King, Spry, Herman, Freund & Faul as bond counsel; (e) selection and approval of King, Spry, Herman, Freund & Faul to provide legal counsel to the Vo-Tech Board and Joint Committee in connection with the Bonds; (f) investment of proceeds from the Bonds; (g) bidding and other procurement steps for expenditure of Bond proceeds; and (g) decisions on disbursement of Bond proceeds.

The Authority has assumed complete responsibility for the following: (a) selection approval of U.S. Bank National Association of Philadelphia, Pennsylvania as trustee; (b) selection approval of King, Spry, Herman, Freund & Faul to provide legal counsel to the Authority in connection with the Bonds; and (c) approval and acceptance of a Bond Purchase Proposal from the underwriter.

The reasonable fees and expenses of the financial advisor, bond counsel, legal counsel to the Joint Committee, the Underwriter, the Trustee, and legal counsel to the Authority will be paid from the proceeds of the Bonds.

In addition, the Joint Committee on behalf of the Vo-Tech School shall apply for reimbursement from the Department of Education, in accordance with the Public School Code, for each of the rental payments made by the School Districts. The failure of the Joint Committee to apply for such reimbursement or the failure of the School Districts to receive reimbursement shall not, however, relieve the School Districts of any rental obligation under the Second Supplemental Lease.

Section 8.02. Alterations. Lessees shall be free to make any alterations, additions, or improvements to the School Facilities which Lessees deem appropriate.

Section 8.03. Subletting. Lessees shall be free to sublet any part of the School Facilities as Lessees deem appropriate.

Section 8.04. Responsibilities and Powers of the School Districts, and the Joint Committee. The School Districts have been named as Lessees under this Second Supplemental Lease to indicate their beneficial interests in the School Facilities under School Code Section 1845 and under Section 317 of the Act, to set forth the obligation of the School Districts to make rental and other payments and fulfill various covenants under this Second Supplemental Lease, and for other purposes as stated in this Second Supplemental Lease. The Joint Committee is the agent of the Vo-Tech School, and the Articles of Agreement grant to the Joint Committee the power to operate, administer and manage the School Facilities. In accordance with this delegation, the responsibilities of the Vo-Tech School under this Second Supplemental Lease will be performed by the Joint Committee on behalf of the Vo-Tech School and the School Districts. The naming of School Districts and the Vo-Tech School as Lessees does not in any way diminish the prior grant of power to the Joint Committee under the Articles of Agreement, nor mean that the consent of the School Districts or the Vo-Tech School is required for any action taken by the Joint Committee with respect to the School Facilities.

ARTICLE IX MISCELLANEOUS

Section 9.01. Terms. This Second Supplemental Lease, being an amendment to the Initial Lease, shall be construed as a part of the Initial Lease and, as set forth in the Preamble hereof, unless the context clearly requires otherwise, the term "Lease", when used in the Initial Lease or the Indenture or herein, shall mean the Initial Lease, together with this Second Supplemental Lease and all further supplements and amendments hereafter made thereto and the work "Indenture", when used herein or in the Initial Indenture or the Second Supplemental Indenture, shall mean the Initial Indenture, together with the Second Supplemental Indenture and all further supplements and amendments hereafter made thereto.

All terms, conditions, covenants and agreements of the Initial Lease, unless the context clearly otherwise requires and except to the extent that the same are amended and supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this Second Supplemental Lease, all as shall be applicable and appropriate, as if the same were repeated in full herein; Provided, however, that provisions of the Initial Lease always shall be construed so as to give proper effect and meaning to provisions of this Second

Supplemental Lease. Use in this Second Supplemental Indenture of such words as “hereto”, “hereby”, “herein”, “hereof,” or “hereunder” or other descriptive words or phrases having similar import shall be construed, unless the context clearly requires otherwise, to refer to this Second Supplemental Indenture.

Section 9.02. Article and Section Numbers. Use of Article and Section numbers in this Second Supplemental Lease is for convenience only and such Article and Section numbers do not necessarily bear any relationship to Article and Section numbers in the Initial Lease.

Section 9.03. Assignment. The Authority, immediately following execution hereof, shall assign this Second Supplemental Indenture and all additional net rentals payable hereunder to the Trustee to secure payment of School Revenue Bonds of the Authority issued and to be issued und the Second Supplemental Indenture, IN TRUST, to be held and applied pursuant to the Second Supplemental Indenture. The School District: (1) consent to such assignment and accept notice thereof with the same legal effect as though this acceptance of notice were embodied in a separate instrument separately executed after execution of said assignment; and (2) agree to pay to the Trustee all additional net rentals payable hereunder.

Section 9.04. Notices. Notice hereunder will be effective upon receipt and will be given in writing (or by telephone if confirmed by a writing received within three (3) days) by telex, personal service or certified mail, postage prepaid, return receipt requested, addressed:

If to the Authority -

The Bethlehem Area Vocational-Technical School Authority
3300 Chester Avenue
Bethlehem, PA 18020
Attention: Chairman

If to the Vo-Tech Board or the Joint Committee -

The Area Vocational-Technical School Board or
Area Vocational-Technical School Committee
3300 Chester Avenue
Bethlehem, PA 18020
Attention: Director

If to the School Districts -

BETHLEHEM AREA SCHOOL DISTRICT
1516 Sycamore Street
Bethlehem, PA 18018
Attention: Business Administrator

NORTHAMPTON AREA SCHOOL DISTRICT
1617 Laubach Avenue
Northampton, PA 18067
Attention: Business Administrator

SAUCON VALLEY SCHOOL DISTRICT
2097 Polk Valley Road
Hellertown, PA 18055
Attention: Business Administrator

Section 9.05. Amendments to Law. Any reference in this Second Supplemental Lease to a statute or to a regulation issued by a governmental agency includes the statute or regulation in force as of the date of this Second Supplemental Lease, together with all amendments and supplements thereto and any statute or regulation substituted for such statute or regulations, unless the specific language or the context of the reference in this Second Supplemental Lease clearly includes only the statute or regulation in force as of the date of this Second Supplemental Lease. Any reference in this Second Supplemental Lease to a governmental agency, department, board, commission or other public body or to a public officer includes a public board or a public officer which succeeds to substantially the same functions as those performed by such public body or public officer as of the date of this Second Supplemental Lease, unless the specific language or the context of the reference in this Second Supplemental Lease clearly includes only such public body or public officer as of the date of this Second Supplemental Lease.

Section 9.06. Applicable Law. This Second Supplemental Lease shall be governed by the law of the Commonwealth of Pennsylvania.

Section 9.07. Further Assurances. The Authority and the Lessees agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Second Supplemental Lease and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Second Supplemental Lease.

Section 9.08. Amendments. During the initial term, this Second Supplemental Lease may not be amended except by an instrument in writing signed by all parties to this Second Supplemental Lease and consented to in writing by the Trustee in accordance with the Second Supplemental Indenture. After the initial term, this Second

Supplemental Lease may be amended by an instrument in writing signed by the Authority and the Joint Committee without joinder or consent by any other party, and may be terminated by notice given under Section 1.02 by either the Authority or the Joint Committee acting alone.

Section 9.09. Headings. The captions or headings in this Second Supplemental Lease are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Second Supplemental Lease.

Section 9.10. Counterparts. This Second Supplemental Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Second Supplemental Lease to be executed by their duly authorized officers and their corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

BETHLEHEM AREA VOCATIONAL-
TECHNICAL SCHOOL AUTHORITY

Attest: _____
(Asst.) Secretary

By: _____
(Vice) Chairman

(SEAL)

BETHLEHEM AREA VOCATIONAL-
TECHNICAL SCHOOL

Attest: _____
(Asst.) Secretary

By: _____
Area Vocational-Technical School
Committee

(SEAL)

BETHLEHEM AREA SCHOOL
DISTRICT

Attest: _____

By: _____
(Vice) President

NORTHAMPTON AREA SCHOOL
DISTRICT

Attest: _____

By: _____
(Vice) President

SAUCON VALLEY SCHOOL DISTRICT

Attest:_____

By:_____
(Vice) President

EXHIBIT A - DESCRIPTION OF PROPERTY

The Bethlehem Area Vocational-Technical School Authority Exhibit "A" to Second Supplemental Lease dated as of _____.

Site Description

EXHIBIT B - DEBT SERVICE SCHEDULE

34. *Warren R. and Sadie Roberts Student Aid Fund Modification***INFORMATION**

An attorney representing Bank of America contacted the school district solicitors concerning a charitable trust established under the Last Will and Testament of Warren R. Roberts. The Will established the Warren R. and Sadie Roberts Student Aid Fund. Net income from the Fund is used to provide two college scholarships for students attending Bethlehem High School. The scholarship is awarded annually to a male and female student as selected by the majority of teachers, for four years. Bank of America is proposing to modify the terms of the scholarship. It is suggested that scholarships be awarded annually to two deserving students, one from Liberty High School and the other from Freedom High School. The award would be gender neutral and would be only for the freshman year in college. Bank of America estimates that each scholarship awarded would be worth approximately \$3,000 to \$3,500. Presently the value of a scholarship is approximately \$400. If the board agrees with the Bank of America proposal, their representative will draft a Petition seeking modification of the scholarship and present the Petition to the Court of Common Pleas of Northumberland County, Orphans Court Division. They will further seek the consent of the Pennsylvania Attorney General's Office.

RECOMMENDATION:

The Board of School Directors supports the Bank of America proposal to modify the terms of the Warren R. and Sadie Roberts Student Aid Fund. The modification would provide an award that would be gender neutral and only for the freshman year in college.

35. *Treasurer's Report*

RECOMMENDATION:

That the Board of School Directors approves the Treasurer's Report dated March 31, 2009.

**BETHLEHEM AREA SCHOOL DISTRICT
CD INVESTMENTS**

Date Purchased	Amount Purchased	Interest Rate	Anticipated Interest	Maturity Date	Account
September 18, 2008	\$ 10,000,000.00	3.10%	\$218,273.97	June 1, 2009	PSDLAF TERM
December 8, 2008	\$ 1,000,000.00	2.28%	\$ 12,430.68	June 25, 2009	PSDLAF CD
December 8, 2008	\$ 1,000,000.00	2.28%	\$ 12,493.15	June 26, 2009	PSDLAF CD
December 8, 2008	\$ 1,000,000.00	2.28%	\$ 12,680.55	June 29, 2009	PSDLAF CD
December 8, 2008	\$ 1,000,000.00	2.28%	\$ 12,743.01	June 30, 2009	PSDLAF CD
January 5, 2009	\$ 1,000,000.00	1.46%	\$ 7,280.00	July 6, 2009	PSDLAF CD
January 5, 2009	\$ 1,000,000.00	1.46%	\$ 7,320.00	July 7, 2009	PSDLAF CD
January 5, 2009	\$ 1,000,000.00	1.46%	\$ 7,360.00	July 8, 2009	PSDLAF CD
January 5, 2009	\$ 1,000,000.00	1.46%	\$ 7,400.00	July 9, 2009	PSDLAF CD
February 3, 2009	\$ 1,000,000.00	1.46%	\$ 7,280.00	August 3, 2009	PSDLAF CD
June 27, 2008	\$ 112,000.00	4.30%		June 27, 2009	KNBT Scholarship
August 28, 2008	\$ 45,971.98	3.75%		May 28, 2009	KNBT Scholarship

Bethlehem Area School District
Capital Reserve Fund
For the Period of February 28, 2009 thru March 31, 2009

Fund Balance at February 28, 2008		\$	1,369,268.22
2008-2009 Revenue Received-Interest Income		\$	-
2008-2009 Expenditures			
Financial Management System	\$	36,438.96	
(software, hardware, support services)			
Advertising	\$	406.77	
Roof Repairs			
		\$	<u>36,845.73</u>
Fund Balance at March 31, 2009		\$	1,332,422.49

Bethlehem Area School District
2007A Bond Fund
For the Period of January 31, 2009 thru March 31, 2009

Beginning Balance-January 31, 2009	\$ 11,969,034.51
Change in Market Value	\$ 14,694.80
Reimbursement to the General Fund	\$ 3,300,000.00
Ending Balance-March 31, 2009	\$ 8,683,729.31

Note : There has been \$2,375,445.75 in expenses paid during the month of April. This will be reimbursed to the General Fund and be reflected on the report next month. The available balance is \$6,308,283.56.

36. *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.

37. *Budget Information*

INFORMATION:

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

BETHLEHEM AREA SCHOOL DISTRICT

2008-2009 REVENUES

	A	B	C	D	E	F	G
	2008-2009					2007-2008	
Description	Budget	Realized 30-Mar-09	Unrealized \$ (B-A = C)	Unrealized % (C/ A = D)	Projected June 30, 2009	Realized June, 2008	Realized March, 2008
CURRENT REAL ESTATE	101,612,861	98,985,599	(2,627,262)	-2.59%	98,985,599	97,165,864	98,169,013
INTERIM REAL ESTATE	1,300,000	944,457	(355,543)	-27.35%	1,250,000	1,566,283	531,109
PUBLIC UTILITY REALTY	172,000	153,055	(18,945)	-11.01%	153,055	162,642	162,642
PAYMENTS IN LIEU OF TAX	121,000	145,266	24,266	20.05%	145,266	120,798	120,798
UNDISTRIBUTED TAXES		(60,456)	(60,456)	-	0	0	586,360
PER CAPITA TAX SECT 679	240,000	232,865	(7,135)	-2.97%	250,000	242,396	(94)
PER CAPITA TAX ACT 511	240,000	232,865	(7,135)	-2.97%	250,000	242,396	(94)
LOCAL SERVICES TAX	485,000	218,573	(266,427)	-54.93%	250,000	136,722	94,631
EARNED INCOME TAX	11,200,000	7,570,703	(3,629,297)	-32.40%	11,200,000	10,400,810	7,032,936
REAL ESTATE TRANSFER TAX	2,800,000	1,572,030	(1,227,970)	-43.86%	2,200,000	2,508,341	1,775,218
MERCANTILE TAX	2,200,000	1,117,016	(1,082,984)	-49.23%	1,880,000	2,414,521	1,434,693
DEL. REAL ESTATE	2,800,000	2,990,834	190,834	6.82%	3,300,000	3,393,910	2,428,684
DEL. PER CAPITA SECT 679	70,000	33,699	(36,301)	-51.86%	40,000	58,890	49,807
DEL. LOCAL SERVICES TAX		0	-	-			
DEL. MERCANTILE TAX	380,000	622,921	242,921	63.93%	625,000	323,786	313,006
TOTAL LOCAL TAX SOURCES	\$ 123,620,861	\$ 114,759,427	\$ (8,861,434)	-7.17%	\$ 120,528,920	\$ 118,737,357	\$ 112,698,709
INTEREST ON INVESTMENTS	2,400,000	581,064	(1,818,936)	-75.79%	750,000	1,685,398	1,303,623
DRIVER ED LAB FEES	13,250	12,350	(900)	-6.79%	14,500	12,500	10,350
RENTALS	10,000	21,073	11,073	110.73%	25,000	10,148	7,698
CONTRIBUTIONS		1,854	1,854		1,854		
TUITION FROM PATRONS	320,000	286,423	(33,577)	-10.49%	380,000	377,893	283,620
SRVCS. / OTH LOC GOV UNITS	15,000	2,000	(13,000)	-86.67%	2,000	22,020	21,610
MISCELLANEOUS REVENUE	100,000	26,754	(73,246)	-73.25%	100,000	185,312	44,183
REFUNDS FROM PRIOR YEAR EXP		3,956			3,956	12,913	12,913
TOTAL OTHER LOCAL SOURCES	\$ 2,858,250	\$ 935,474	\$ (1,926,732)	-67.41%	\$ 1,277,310	\$ 2,306,185	\$ 1,683,996
TOTAL LOCAL SOURCES	\$ 126,479,111	\$ 115,694,901	\$ (10,788,166)	-8.53%	\$ 121,806,230	\$ 121,043,542	\$ 114,382,706
BASIC INSTRUCTIONAL SUBSIDY	22,955,949	13,853,468	(9,102,481)	-39.65%	22,955,949	21,980,025	12,355,323
CHARTER SCHOOLS	1,268,300	893,264	(375,036)	-29.57%	1,472,000	1,286,786	780,880
TUITION : ORPHANS/CHILDREN	315,000		(315,000)	-100.00%	350,000	349,693	164

BETHLEHEM AREA SCHOOL DISTRICT

HOMEBOUND INSTRUCTION			-				
VOCATIONAL EDUCATION	200,000	85,224	(114,776)	-57.39%	141,037	182,650	110,369
DRIVER EDUCATION	10,745	9,765	(980)	-9.12%	9,765	10,605	10,605
MIGRATORY CHILDREN	2,200		(2,200)	-100.00%	3,500	3,520	
SPECIAL EDUCATION	6,570,240	4,903,828	(1,666,412)	-25.36%	6,555,283	6,453,560	4,827,732
TRANSPORTATION	2,088,000	1,228,568	(859,432)	-41.16%	1,869,280	2,180,482	1,433,103
RENTALS AND SINKING FUND	1,550,000	179,546	(1,370,454)	-88.42%	1,300,000	1,307,669	566,554
HEALTH SERVICES	394,420	372,677	(21,743)	-5.51%	372,677	390,767	390,767
PROPERTY TAX RED. ALLOCATION	4,720,061	4,720,061	(0)	0.00%	4,720,061		
SOCIAL SECURITY	3,237,479	2,535,267	(702,212)	-21.69%	3,400,000	3,744,087	2,384,058
PSERS - PENSION CONTRIBUTION	2,107,793	1,981,707	(126,086)	-5.98%	3,187,000	3,172,473	2,424,401
IMPACT AID	50,000	17,372	(32,628)	-65.26%	50,000	62,930	36,615
TOTAL STATE & FEDERAL SOURCES	\$ 45,470,187	\$ 30,780,746	\$ (14,689,441)	-32.31%	\$ 46,386,552	\$ 41,125,247	\$ 25,320,570
PROCEEDS FROM EXTENDED TERM FINANCING						1,707,344	
INTERFUND TRANSFERS	250,000	125,000	(125,000)	-50.00%	250,000	2,800,000	2,850,000
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	\$ 4,587,736	\$ 2,863,642
TOTAL REVENUE	\$ 172,206,298	\$ 146,611,117	\$ (25,599,137)	-14.87%	\$ 168,457,782	\$ 166,756,525	\$ 142,566,918
UNRESERVED FUND BALANCE			-		(\$5,614,876)		
TOTAL FUND APPROPRIATED BALANCE	\$ -	\$ -	\$ -		\$ (5,614,876)	\$ -	\$ -
TOTAL DISTRICT REVENUE	\$ 172,206,298	\$ 146,611,117	\$ (25,599,137)	-14.87%	\$ 174,072,658	\$ 166,756,525	\$ 142,566,918

June 30, 2008 Fund Balance

(\$3,169,965)

Projected June 30, 2009 Fund Balance

(\$8,784,841)

2008-2009 EXPENDITURES BY PROGRAM

Includes Year-To-Date March 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 March 30, 2009	2007-2008 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of March, 2008	2007-2008 EXPENDED BUDGET FINAL ACTUAL EXPENDITURES as of June, 2008
BUILDING ALLOCATION	100	PRIN	1,428,603	1,428,603	1,173,000	255,603	17.89%	1,006,181	1,215,606	1,417,189
BOARD	AA	SUPT	347,150	347,150	500,000	(152,850)	-44.03%	388,250	162,695	274,834
CABINET	AB	SUPT	1,174,552	1,025,282	1,095,601	(70,319)	-6.86%	802,966	907,922	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	53	2,256
SUPERINTENDENT'S OFFICE	AE	SUPT	178,300	178,300	45,100	133,200	74.71%	34,333	117,865	154,803
BUILDING STAFF	AF	SUPT	6,201,461	6,238,461	6,309,068	(70,607)	-1.13%	4,565,001	4,457,573	6,240,994
PUBLIC RELATIONS	AN	SUPT	21,143	21,143	21,433	(290)	-1.37%	21,433	84,475	124,907
STAFFING-TEACHERS	CA	HR	58,379,392	58,351,041	57,841,686	509,355	0.87%	33,511,556	33,365,039	57,420,979
CHILD ACCOUNTING DEPARTMENT	CD	HR	242,013	242,013	234,500	7,513	3.10%	157,410	151,314	227,557
STAFFING-TEACHER ASSISTANTS	CE	HR	2,481,187	2,481,187	2,468,000	13,187	0.53%	1,774,193	1,661,560	2,532,971
STAFFING-SUBSTITUTES	CG	HR	1,273,000	1,273,000	1,332,250	(59,250)	-4.65%	850,369	829,561	1,299,660
HUMAN RESOURCES DEPARTMENT	CK	HR	399,575	399,575	327,065	72,510	18.15%	264,985	268,482	331,381
STUDENT ACTIVITIES	D1	C&I	244,236	244,236	275,000	(30,764)	-12.60%	155,528	122,947	283,999
CREDIT ACQUISITION PROGRAM	D2	C&I	27,785	27,785	78,500	(50,715)	-182.53%	35,234	24,638	54,940
CURRICULUM ENRICHMENT ACTIVITIES	D3	C&I	130,000	130,000	60,000	70,000	53.85%	51,365	110,829	191,261
CAREER ACADEMY/RASA/ALTERNATIVE EDUCATION	D4	C&I	512,761	541,112	656,112	(115,000)	-21.25%	421,113	577,227	953,738
TESTING - K-12	D5	C&I	30,000	30,000	5,000	25,000	83.33%	0	13,209	14,196
ACADEMIC INTERVENTIONS	DA	C&I	100,000	100,000	140,000	(40,000)	-40.00%	101,846	85,949	137,457
MUSICAL INSTRUMENT REPAIR	DD	C&I	37,000	37,000	35,000	2,000	5.41%	26,676	24,447	34,016
DEPARTMENT OF INSTRUCTION	DE	C&I	286,600	286,600	194,600	92,000	32.10%	115,451	144,241	303,431
READING RECOVERY/PROJECT READ	DF	C&I	28,212	28,212	15,000	13,212	46.83%	8,626	25,128	26,526
INSTRUCTIONAL MTLs RESERVE	DG	C&I	500,000	500,000	409,474	90,526	18.11%	409,474	732,455	683,771
EQUIPMENT REPAIR	DM	C&I	13,000	13,000	13,000	0	0.00%	12,514	19,210	11,116
PLANETARIUM	DO	C&I	2,444	2,444	-	2,444	100.00%	0	2,575	2,578
SUMMER SCHOOL - SECONDARY	DQ	C&I	50,000	50,000	56,584	(6,584)	-13.17%	56,584	143,051	143,062
DRIVER EDUCATION	DS	C&I	90,125	90,125	79,500	10,625	11.79%	40,920	62,018	98,483
ASST SUPERINTENDENT FOR CURR & INSTRUCT	DT	C&I	630,006	593,006	396,000	197,006	33.22%	305,254	460,947	598,443
INTERSCHOLASTIC ATHLETICS	DU	C&I	1,532,629	1,532,629	1,450,000	82,629	5.39%	1,212,630	993,074	1,418,521
INTRAMURALS	DV	C&I	74,000	74,000	53,500	20,500	27.70%	28,724	47,200	87,824
ATTENDANCE SERVICES	E4	STD SVCS	86,160	86,160	80,935	5,225	6.06%	59,252	71,643	99,655

MINORITY AFFAIRS/GOV. PROGRAMS/GRANTS	EB	STD SVCS	29,939	29,939	25,000	4,939	16.50%	17,862	19,835	26,131
SPARK - EARLY CHILDHOOD/SUMMER	EC	STD SVCS	629,992	629,992	594,750	35,242	5.59%	396,939	432,640	648,246
SCHOOL RESOURCE OFFICERS	EF	STD SVCS	281,000	281,000	281,000	0	0.00%	218,624	328,053	311,097
HOMEBOUND INSTRUCT/REGULAR ED.	EG	STD SVCS	155,000	155,000	180,000	(25,000)	-16.13%	99,190	117,677	211,633
HEALTH SERVICES - MEDICAL	EH	STD SVCS	51,822	51,822	42,000	9,822	18.95%	21,638	19,156	39,261
HEALTH SERVICES - DENTAL	EJ	STD SVCS	10,364	10,364	3,500	6,864	66.23%	1,848	4,909	8,781
STUDENT SERVICES	EK	STD SVCS	2,500	151,770	48,500	103,270	68.04%	35,817	4,591	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	240,000	20,963	8.03%	167,096	186,218	257,651
BUSINESS DEPT-ACCOUNTS PAYABLE	GA	F&A	1,006,527	1,006,527	1,000,300	6,227	0.62%	886,421	828,428	934,866
BUSINESS DEPT-ACCOUNTS RECEIVABLE	GB	F&A	1,024,077	1,024,077	802,000	222,077	21.69%	450,612	511,948	1,658,911
DEBT SERVICE	GC	F&A	19,298,602	19,298,602	23,250,000	(3,951,398)	-20.48%	18,790,007	14,713,752	17,755,157
EMPLOYEE BENEFITS	GD	F&A	29,826,642	29,826,642	30,000,000	(173,358)	-0.58%	19,155,723	20,142,738	31,450,643
INSURANCE	GE	F&A	643,658	643,658	615,000	28,658	4.45%	468,727	566,044	613,658
INTERSYSTEM PAYMENTS	GF	F&A	20,746,441	20,746,441	21,100,000	(353,559)	-1.70%	16,991,233	14,505,981	18,775,592
PHOTOCOPIERS	GP	F&A	607,692	607,692	575,000	32,692	5.38%	440,270	454,644	618,810
SPECIAL EDUCATION	LF	SPEC ED	545,959	545,959	541,000	4,959	0.91%	463,457	543,006	737,837
HOMEBOUND INSTRUCTION / SPECIAL ED.	LG	SPEC ED	30,000	30,000	40,000	(10,000)	-33.33%	27,969	15,907	36,862
MAINTENANCE / CUSTODIAL DEPARTMENT	NA	B&G	11,002,051	11,002,051	9,700,000	1,302,051	11.83%	6,802,437	6,720,640	9,677,581
MAINTENANCE DEPT - SUPPLIES	NE	B&G	459,600	459,600	473,500	(13,900)	-3.02%	376,834	383,375	481,757
MAINTENANCE DEPT - CONTRACTED SERVICES	NF	B&G	966,500	966,500	961,000	5,500	0.57%	774,056	902,744	1,120,546
TRANSPORTATION DEPARTMENT	NT	B&G	4,521,504	4,521,504	4,500,000	21,504	0.48%	3,225,800	3,148,626	4,482,223
TECHNICAL SERVICES	TK	TECH	650,186	650,186	925,000	(274,814)	-42.27%	778,091	649,416	772,720
INFO & COMMUNICATIONS TECHNOLOGY DEPT.	TL	TECH	2,078,389	2,078,389	1,940,000	138,389	6.66%	1,726,894	1,651,515	3,577,237
DATA PROCESSING DEPARTMENT	TN	TECH	733,556	733,556	849,200	(115,644)	-15.76%	637,371	622,563	840,709
TOTALS			\$172,206,298	\$172,206,298	174,072,658	(\$1,866,360)	-1.08%	\$119,406,013	\$114,385,113	\$171,482,567

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Recommendation of the Board

April 27, 2009
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-
1. Quarterly Remediation Plan: Audit Remediation

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1. *Quarterly Remediation Plan: Audit Remediation*

RECOMMENDATION:

The 2008 audit revealed significant concerns. Therefore, the board is directing the administration to submit a written plan of remediation. The implementation of this plan will be reviewed at the Board Finance Committee Meetings quarterly.