

MEMORANDUM

August 14, 2009

TO : BOARD OF SCHOOL DIRECTORS
FROM : STANLEY J. MAJEWSKI, JR., BOARD SECRETARY
SUBJECT : REGULAR MONTHLY MEETING – August 17, 2009

The Regular Meeting of the Board of School Directors of the Bethlehem Area School District for August will be held on *Monday, August 17, 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

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 – August 17, 2009

1. Roll Call
2. Pledge of Allegiance
3. Silent Meditation
4. Courtesy of the Floor to Visitors (30 minutes allowed)
5. Instructional Report
Review of Sententia Program at East Hills Middle School
6. Approval of Minutes
March 16, 2009 – Regular Board Meeting
7. Approval of Committee Minutes
May 4, 2009 – Board Finance Committee Meeting
August 10, 2009 – Board Curriculum Committee Meeting
8. Financial Report/Payment of Bills
9. President's Communication/Special Meetings
10. Superintendent's Report/Federal Program Update
11. Unfinished Business
12. Recommendations of the Administration
13. Recommendation of the Board
14. Reports of Committees
15. New and Miscellaneous Business
16. Courtesy of the Floor to Visitors (30 minutes allowed)
17. Adjournment

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° Information Item Only

1. *Approval of Program Cuts from the 2009-2010 Budget*

INFORMATION:

Due to the state of the economy and the uncertainty of the school funding from the State, the board reviewed program cuts at several board meetings culminating with direction to the administration on August 10, 2009.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to reduce or eliminate the following programs from the 2009-2010 Budget with an approximate savings of \$3,564,027:

- a. To eliminate the position of Human Resources Director with responsibilities to be reorganized and consolidated for a savings of \$105,207.
- b. To close the Career Academy for an estimated savings of \$534,115.
- c. To eliminate a .5 secretarial position in the Special Education Department for a savings of \$18,963.
- d. To discontinue the Driver Education Theory Program for a savings of \$72,500.
- e. To discontinue the Rifle Team and Middle School Soccer Program for a savings of \$32,000.
- f. To eliminate SPARK transportation at an estimated reduction of \$80,000.
- g. To reduce the reading positions by six (6) positions in the Reading Recovery Program, and reorganize reading support from one to one, to three to one, five to one, or greater ratio for an estimated savings of \$435,001.
- h. To discontinue the Instructional Support Team (IST) program for a savings of approximately \$507,501.
- i. To discontinue the Home School Visitors in the Special Education Department for a savings of \$145,000.
- j. To reduce the elementary guidance position ratios by eliminating six (6) positions for a savings of \$217,501.
- k. To eliminate the district-wide math support for an approximate savings of \$145,000.
- l. To close the Regional Academic Standards Academy for an estimate savings of \$1,053,739.

2. *Approval of the Mandate Waiver Program Application for the Old Northeast Middle School Demolition Project*

INFORMATION:

In reviewing and preparing the design for the demolition of the old Northeast Middle School, there is very limited mechanical and electrical work associated with the project. The majority of the work is general construction and environmental remediation. It would be more efficient to have the general contractor perform the excavation and coordinate the work directly with his subcontractor. The costs and scope of the mechanical and electrical work is incidental to the overall project and is less than six percent of the project costs which makes it very inefficient and not cost effective to have separate primes for this work.

This information was reviewed with the board at the Board Curriculum Committee Meeting on August 10, 2009.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to submit the attached Mandate Waiver Program Application to the Pennsylvania Department of Education for a single prime contract approach.

MANDATE WAIVER PROGRAM APPLICATION

School District/IU/AVTS: Bethlehem Area School District

Board Adoption Date:

Superintendent/Executive Director: Dr. Joseph Lewis

Contact Person: Scott Gilliland

President, Board of Directors: Loretta Leeson

Telephone Number and Fax:

Ph (610) 867-8635

OR

Fax (610) 807-5574

Chairperson, Board of Control:

E-mail address: sgilliland@beth.k12.pa.us

SECTION 1 - Law/Regulation/Standard to be waived. Please provide the appropriate legal citation and specify the provision(s) from which relief is sought.

The Bethlehem Area School District (BASD) requests a waiver of Section 751 of the Pennsylvania School Code of 1949, to the extent that this section requires BASD to enter into multiple prime contracts for demolition of the old Northeast Middle School and construction of new athletic fields and toilet room/utility building. The BASD plans to have one prime contract for environmental remediation and a second prime contract for demolition, general construction, sitework, mechanical construction and electrical construction.

SECTION 2 - Specify need for waiver.

The Board of the BASD approved \$5 million for the demolition of Northeast Middle School and has begun the process of preparing the design and bidding requirements and intends to advertise for bids in January 2010. As it prepares those bid documents, the BASD seeks a waiver of the requirement that it enter into multiple prime contracts in order to (1) reduce costs and liability (2) increase efficiency, improve schedule and reduce disruption.

The single source approach provides the most cost effective and efficient method for the completion of this construction project. Many contractors have developed relationships with groups of loyal and capable sub contractors with whom they work cooperatively and synergistically. As such, the single prime approach enables contractors to provide exceptional coordination, value and quality to their customers, while completing their projects within budget and schedule requirements. When those contractors have to engage in multiple prime projects, they often assign additional costs in their bids because they do not know what other contractors they will be working with, nor do they know how efficient the coordination process will be. See August 10, 2009 letter from M. Arif Fazil to Scott Gilliland, attached hereto as Exhibit "A".

It is more difficult to demand performance from separate prime contractors than it is to demand performance from a single contractor with a direct contractual relationship with specialty trade contractors. For this project the majority of work involves demolition and sitework with construction of a small utility/toilet building. Most of the work on this project is General Construction and there is only limited electrical work related to the utility/toilet building and site lighting and mechanical work related to the utility/toilet building. Therefore, since the mechanical and electrical work is incidental, less than 6% in total, it is not effective or efficient to bid separate prime contractors for this limited work. The costs of additional bonding, insurance, supervision and general conditions will result in unnecessary additional costs. See August 10, 2009 Fazil letter (Ex. "A").

Lack of coordination among prime contractors and claims of interference or delay by one prime contractor against another prime contractor can cause increase in costs, substantial delays, time consuming and costly litigation and even lead to the failure of a project. See August 2009 Fazil letter (Ex. "A"). The single prime approach substantially reduces the possibility of coordination issues, safety lapses or of duplication of efforts by separate prime contractors and therefore results in overall cost savings.

SECTION 3 - Explain how the waiver will enable the school district, IU or AVTS to 1) improve its instructional program and/or 2) operate in a more effective, efficient or economical manner.

The single prime approach to construction utilizing a single contractor which holds all subcontracts is the most effective approach with regard to quality, budget, schedule and safety for this project with limited electrical and mechanical work. This approach fosters responsibility, which ultimately increases cost-effectiveness and prevents unnecessary delay. Since the subcontractors actually work for the single prime contractor, they are accountable to this contractor, who consequently has influence over the quality of their work. This facilitates coordination among trades, minimizes "finger pointing" and avoids delay since the contractor is able to intercede on behalf of the owner with regard to all aspects of the project, including scheduling, phasing, safety, quality concerns and changes.

The expeditious and smooth construction of the demolition and sitework project will result in less disruption to BASD's staff and programs therefore allowing them to focus on their important work. In addition, by making the coordination responsibilities directly the contractor's concern it will result in fewer of the BASD's resources being diverted from their workload and also, by avoiding any delays or finger pointing, the BASD staff will be able to continue to perform and provide the critical resources and programs they provide to the students of the district and specifically the Northeast Middle School.

SECTION 4 - Explain benefits to be obtained by the waiver, and supply supporting data and information.

The waiver would benefit the BASD by (1) reducing project costs, (2) improving the efficiency of the project and reducing disruption to the BASD's staff and programs, (3) increasing occupant safety and (4) eliminating the BASD's involvement in any disputes between contractors. Without a waiver, cost of completion of this project, the time for completion of the project, the safety risks and the potential for claims and litigation would likely be significantly and unnecessarily increased.

The single prime approach would eliminate the need for contractors to include contingencies in their bid prices because they do not know the other contractors with which they will need to substantially coordinate their efforts. In the single prime context there is less risk of delay and the associated disruption that such delay can cause. Overall safety of the project is increased by reducing the possibility of gaps in responsibility between unassociated prime contractors.

SECTION 5 – If the purpose of the waiver is to improve the instructional program, please explain how the program will operate under the waiver.

The waiver will allow the BASD to control the liability and costs of the project and complete the project in a more expeditious manner with less disruption to the BASD personnel. This will allow the BASD personnel to remain efficient and effective in delivering the services and programs they provide.

SECTION 6 – Describe the evaluation procedure that will be used to determine: 1) the effectiveness of an innovative program; 2) the effectiveness of a revised instructional program, which shall include measures of student performance; and 3) the effectiveness of changes in the operations of the school district, IU or AVTS.

The BASD will record the impact of the waiver by comparing the estimated costs and time schedules of the project to the actual costs after completion. It will also compare the project's conformity to time schedules and projected costs as compared to other projects involving multi-prime contractors where this information is available and relevant.

AFFIRMATION

We affirm that this application was adopted by the attached resolution of the Board of School Directors/Board of Control at a regularly scheduled meeting of the board. The school board's solicitor has reviewed the application and has determined that in waiving _____, the school district, IU or AVTS will not violate any court order, state law or federal law. (Insert law/regulation/standard to be waived)

We acknowledge that it is the board's responsibility to ensure that implementation of the waiver will be consistent with the terms of any court order, collective bargaining agreement or contract by which the board is bound.

Affirmed this _____ day of _____

Superintendent/Executive Director

President, Board of Directors OR
Chairperson, Board of Control

SEAL

Taken, sworn and subscribed before me,

this _____ day of _____ A.D. _____

3. *Student Discipline - #0953608 - Petition*

INFORMATION:

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

RECOMMENDATION:

That the Board of School Directors adopts the petition relating to Student Number 0953608.

4. *Approval of the Implementation of the Thematic Program, Sententia, at East Hills Middle School*

INFORMATION:

In the fall of 2009, East Hills Middle School seeks to launch a new seventh grade thematic program, Sententia (sen-TEN-cha). *Sententia* is Latin for opinion, thought, way of thinking and meaning. The thematic team, Sententia, is all about the students' opinions, thoughts, their ways of thinking, and the ways they can make meaning of their world. It is an integrated approach that develops the child's voice and opinion through a variety of media and technology.

The teachers who have come forward to design this program as a thematic offering to students will have children in the program work in cooperative groups as they tackle personal, cultural, community, and world issues. Topics in geography and science will be completely integrated with their instruction in math, reading, and writing. A major part of this program will be developing the child's voice through a multitude of mixed media. From narratives to podcasts, public service videos to poetry, the children will explore what they have to say, and how they want to say it.

In order to assist the students with finding their voice and their stories, the Sententia teachers will work to recruit people within the community to visit with and share their experience with bringing their voice into the world. They will share how they find a message, and how they choose to tell it. Students will then work throughout the year to determine the means by which they will express their voice, their opinion, their understandings, and their accomplishments.

RECOMMENDATION:

That the Board of School Directors approves the implementation of the thematic program, Sententia, to begin in the fall of 2009 at East Hills Middle School with no additional funding from the General Operating Budget.

5. *Approval of the Implementation of an Engineering Program through Project Lead the Way at Liberty High School*

INFORMATION:

The Liberty High School science department has been investigating various programs in order to incorporate hands-on engineering courses into their science department as a small learning community. Following six months of research, they have determined Project Lead the Way offers the best engineering program for their students, and they are asking the board to consider adopting Project Lead the Way for implementation during the 2010-2011 school year.

Liberty High School's principal, science department chairperson, and the administration agree that Project Lead the Way presents an exciting and timely opportunity for our students, as it would be a very good fit within the ongoing development of small learning communities and with our efforts as we work toward adopting a Career Pathways model. The many benefits of this program for students, as well as for schools and educators, are outlined in an information packet that board members received at the end of July 2009. Any students who have the minimum math requirements will be eligible to opt into this program. Furthermore, those students who go through the program in its entirety will be eligible to receive college credit through Penn State University.

The high end of the costs associated with implementing Project Lead the Way amount to approximately \$300,000. Members of the Liberty High School science department and administration are actively seeking financial support through benefactors and grants.

In order to implement Project Lead the Way in the 2010-2011 school year, it is necessary for the district to identify its intent no later than October 2009.

RECOMMENDATION:

That the Board of School Directors approves the implementation of an engineering program through Project Lead the Way to be offered at Liberty High School beginning in the fall of 2010 provided it is 100 percent funded outside the General Operating Budget.

6. *Resignations*

RECOMMENDATION:

Administrative

- | | | |
|----|-------------|--------------------------|
| 1. | NAME: | Thomasik, Thomas |
| | ASSIGNMENT: | Manager, Human Resources |
| | REASON: | Retirement |
| | EFFECTIVE: | August 1, 2009 |

6. *Resignations*

RECOMMENDATION:

Instructional

1. NAME: **Klenk, Matthew**
 ASSIGNMENT: Liberty, Vocal Music Teacher
 REASON: Personal
 EFFECTIVE: June 10, 2009

2. NAME: **Neitz, Joanne**
 ASSIGNMENT: Miller Heights, Grade 1 Teacher
 REASON: Retirement
 EFFECTIVE: June 10, 2009

3. NAME: **Pum, Brian**
 ASSIGNMENT: Freedom, Social Studies Teacher
 REASON: Personal
 EFFECTIVE: June 13, 2009

6. Resignations**RECOMMENDATION:*****Noninstructional***

1. NAME: **Barbosa, Carmen**
ASSIGNMENT: Donegan, Teacher Assistant/General Duty Aide
REASON: Personal
EFFECTIVE: June 5, 2009
2. NAME: **Cruz, Juan A.**
ASSIGNMENT: Marvine, Supplemental Custodian
REASON: Personal
EFFECTIVE: August 4, 2009
3. NAME: **Karwacki, Gail**
ASSIGNMENT: Liberty, General Kitchen Help
REASON: Retirement
EFFECTIVE: June 5, 2009
4. NAME: **Keim, Leslie**
ASSIGNMENT: Freedom, Teacher Assistant
REASON: Personal
EFFECTIVE: June 5, 2009
5. NAME: **Lockhart, Nicole**
ASSIGNMENT: Governor Wolf, Teacher Assistant
REASON: Personal
EFFECTIVE: June 5, 2009
6. NAME: **Shupe, Teresa**
ASSIGNMENT: Spring Garden, Teacher Assistant
REASON: Personal
EFFECTIVE: June 13, 2009
7. NAME: **Soldo, Sheila**
ASSIGNMENT: Calypso, General Kitchen Help
REASON: Retirement
EFFECTIVE: June 5, 2009

6. *Resignations*

RECOMMENDATION:

Noninstructional (continued)

- | | | |
|----|---|--|
| 8. | NAME:
ASSIGNMENT:
REASON:
EFFECTIVE: | Spevak, Theresa
Liberty, Assistant Cook
Retirement
June 5, 2009 |
| 9. | NAME:
ASSIGNMENT:
REASON:
EFFECTIVE: | Tocci, Patricia
James Buchanan, General Kitchen Help
Retirement
May 30, 2009 |

6. *Resignations*

RECOMMENDATION:

Miscellaneous

1. NAME: **Burwell, Laurie**
 ASSIGNMENT: Bus Driver
 REASON: Personal
 EFFECTIVE: June 2, 2009

2. NAME: **Propsner, Janet**
 ASSIGNMENT: Bus Driver
 REASON: Personal
 EFFECTIVE: February 10, 2010

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

1. NAME: **Freeh, Anne**
 ADDRESS: Bethlehem
 ASSIGNMENT: Liberty, Spanish Teacher
 REASON: Family Medical Leave of Absence
 EFFECTIVE: August 24, 2009, intermittently until the end of the
 day on August 24, 2010

2. NAME: **Pammer, Jennifer**
 ADDRESS: Macungie
 ASSIGNMENT: Hanover, Special Education Teacher
 REASON: Family Medical/Childrearing Leave of Absence
 EFFECTIVE: Family Medical Leave to begin August 24, 2009,
 until the end of the day on November 17, 2009
 Childrearing Leave of Absence to begin on
 November 18, 2009, until the end of the day on
 December 23, 2009

3. NAME: **Tice, Millicent**
 ADDRESS: Easton
 ASSIGNMENT: Asa Packer, Grade 1 Teacher
 REASON: Sabbatical Leave of Absence
 EFFECTIVE: August 24, 2009, until the end of the day on
 January 21, 2010

7. *Leaves of Absence*

RECOMMENDATION:

Noninstructional

- | | |
|--------------|---|
| 1. NAME: | Lovett, Victoria |
| ADDRESS: | Bethlehem |
| ASSIGNMENT: | Hanover, Health Assistant |
| REASON: | General Leave of Absence |
| EFFECTIVE: | October 25, 2009, until the end of the day on
November 4, 2009 |

8. *Nominations for Appointment*

RECOMMENDATION:

Instructional

- | | | |
|----|------------------|--|
| 1. | NAME: | Lynn, Andrew |
| | ADDRESS: | Phoenixville |
| | COLLEGE, DEGREE: | Moravian College, B.A. |
| | ASSIGNMENT: | Freedom, (.5) Instrumental Music Teacher |
| | STATUS: | Temporary Professional Employee |
| | SALARY: | \$20,400 (Bachelor's, Step 1) |
| | EFFECTIVE: | August 24, 2009 |

8. *Nominations for Appointment*

RECOMMENDATION:

Noninstructional

- | | | |
|----|-------------|---|
| 1. | NAME: | Hart, Sarah |
| | ADDRESS: | Bethlehem |
| | ASSIGNMENT: | Child Care, Assistant Center Supervisor, 5.5 hours daily,
split shift, 12 months |
| | SALARY: | \$11.21 per hour |
| | EFFECTIVE: | August 18, 2009 |

8. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous

The following salaries are for the 2008-2009 school year and will be adjusted for the 2009-2010 school year, consistent with Article XXVII of the Collective Bargaining Agreement between the Board of School Directors and the Bethlehem Education Association.

1. **Coaches**

Liberty High School

Boys Soccer

Assistant Coach	Sarkozy, Kalman, Jr.	Continuing	\$3,876.00
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Broughal Middle School

Football

Assistant Coach	Muller, Ryan	New	2,025.00
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Girls Volleyball

Head Coach	Check, Joanne	Continuing	2,293.00
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East Hills Middle School

Field Hockey

Assistant Coach	Vresk, Nikki	New	1,266.00
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Nitschmann Middle School

Girls Volleyball

Assistant Coach	Rodenbach, Scott	New	1,266.00
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2. **Lifeskills/Academic Maintenance Program (L/AMP)**

Supervisor

Snyder, Tracy

SALARY: \$32.04 per hour

Teachers

Gori, Michael

Hadigan, Erin

Hujisa, Bridget

Landis, Barbara

Majewski, Jennifer

McDonald, Sherri

Ortiz, Natalie

SALARY: \$32.04 per hour

Perry, Jonathan

Pitsilos, Andrew

Pretopappa, Alesha

Radler, Chad

Service, Dionne

Vazquez, Kristin

8. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

2. Lifeskills/Academic Maintenance Program (L/AMP) (continued)

Monitors

Morgan, Pierre

Williams, LaTanya

SALARY: \$12.78 per hour

3. Summer School – Elementary

Marvine Elementary School

Teacher

Williams, Diane

SALARY: \$32.04 per hour

4. Summer School – Middle

Northeast Middle School

Teachers

Bloss, Jaime

Klose, Connie

Sisle, Stewart

SALARY: \$32.04 per hour

Monitor

Snyder, Susan

SALARY: \$11.35 per hour

5. Webmasters

Elementary Schools

Asa Packer

Calypso

Clearview

Donegan

Farmersville

Fountain Hill

Freemansburg

Governor Wolf

Hanover

James Buchanan

Lyons, Tammy

DiCicco, Anthony

Sosa, Lynn

Tracy, Jamie

Braun, Regina

Braun, Thomas (.5)

Ginsberg, Jeremy (.5)

Henninger, Jennifer

Hawke, Elizabeth

Bethel, Earl (.5)

Ronyack, Jane (.5)

Bellucci, Eric

8. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

5. **Webmasters (continued)**

Lincoln
Marvine
Miller Heights
SPARK
Spring Garden

Thomas Jefferson
William Penn
SALARY: \$604.00

Middle Schools

Broughal

East Hills
Nitschmann
Northeast
SALARY: \$717.00

High Schools

Freedom
Liberty
SALARY: \$2,917.00

Sylva Diadra
Hoke, Judith
Sassaman, Melissa
Gilboy, Taryn
Bethmann, Ruth (.5)
Cassidy, Jane (.5)
Grube, Kimberly
Beller, Rebecca

Bothwell, Dawn (.5)
Cruz, Randy (.5)
Dutton, Tammy
Ellis, Lara
Beck, David

Dolak, Chad
Gori, Michael

8. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Instructional

Billowich, Crista
Whitehall

Correll, Chad
Bethlehem

Fazakas, Anita
Bethlehem

Randall, Lynn
Bethlehem

Steven, Donna
Bethlehem

8. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Noninstructional

Holder, Catherine
Bethlehem

Kimmerly, Cathaleen
Bethlehem

Morrow, Constance
Bethlehem

Schumann, Frances
Easton

9. *Reassignments*

RECOMMENDATION:

Instructional

1. NAME: **Dunstan, Michael**
 FROM: Freedom, (.3) English Teacher
 TO: Freedom, 1.0 English Teacher
 SALARY: \$48,785 (Master's, Step 8)
 REASON: Successful Candidate
 EFFECTIVE: August 24, 2009

2. NAME: **Schutt, Tina**
 FROM: Freedom, (.5) Mathematics Teacher
 TO: Freedom, (.3) Mathematics Teacher
 SALARY: \$15,294 (Master's, Step 10)
 REASON: Employee Request
 EFFECTIVE: August 24, 2009

9. *Reassignments*

RECOMMENDATION:

Noninstructional

1. NAME: **Houser, Morgan**
 FROM: Freedom, C-1 Custodian, Long-term Substitute
 TO: Freedom, C-1 Custodian
 SALARY: \$16.46 per hour
 REASON: Successful Candidate
 EFFECTIVE: August 18, 2009

2. NAME: **Maldonado, Israel**
 FROM: Donegan, Supplemental Custodian
 TO: Freedom, C-1 Custodian
 SALARY: \$14.46 per hour
 REASON: Successful Candidate
 EFFECTIVE: August 18, 2009

RECOMMENDATION OF THE ADMINISTRATION – August 17, 2009

Reassignment

RECOMMENDATION:

Administrative

1. NAME: **Hilton, Jennifer**
 FROM: Acting Assistant Principal, Northeast Middle School
 TO: Assistant Principal, Northeast Middle School
 SALARY: \$81,632, prorated (Category 4, Step 2)
 EFFECTIVE: July 1, 2009

RECOMMENDATION OF THE ADMINISTRATION – August 17, 2009

Reassignment

RECOMMENDATION:

Administrative

1. NAME: **Hirner, Tracy**
 FROM: Acting Assistant Principal, East Hills Middle School
 TO: Assistant Principal, East Hills Middle School
 SALARY: \$80,354, prorated (Category 4, Step 1)
 EFFECTIVE: August 8, 2009

RECOMMENDATION OF THE ADMINISTRATION – August 17, 2009

Nominations for Appointment

RECOMMENDATION:

Administrative

1. NAME: **Robledo-Shorey, Vivian**
 FROM: Principal, Career Academy
 TO: Assistant Principal, Liberty High School
 SALARY: \$93,258, prorated (Category 2, Step 6)
 EFFECTIVE: August 18, 2009

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

INFORMATION:

Board Policy 707 – Use of School Facilities was revised and approved by the Board of School Directors at the April 27, 2009, Regular Board Meeting. Adjustments to the policy need to be made.

The board reviewed these changes at the August 10, 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
April 27, 2009

1st Reading: August 10, 2009

Board Human Resources Committee Meeting

2nd Reading: August 17, 2009

Regular Board Meeting

	707. USE OF SCHOOL FACILITIES
1. Purpose	<p>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.</p>
2. Authority	<p>The Board directs that use of school facilities may be granted to individuals and community groups for the following types of activities:</p> <ol style="list-style-type: none"> 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	<p>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.</p>
3. Delegation of Responsibility	<p>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.</p> <p>An application for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the Superintendent or designee.</p>

4. Classifications	<p>The classification scheme established in this policy will be used in determining fees or other requirements.</p> <p><u>Class I – District-Sponsored Activities</u></p> <p>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.</p> <p><u>Class IA – District Approved Youth Athletic Programs</u></p> <p>Class IA activities are those district-based youth athletic programs that are voluntarily run 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.</p> <p>Class IA organizations are those that meet all of the following requirements:</p> <ol style="list-style-type: none"> The organization is a feeder program to Bethlehem Area School District programs. The organization is 100% volunteer run. The organization is nonprofit. The organization does not have plants and physical asset. The use of the pool under this classification does not apply. <p>Any organization that charges admission is automatically considered a Class III group.</p> <p><u>Class II – Community Service Groups</u></p> <p>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.</p>
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5. Guidelines	<p>Non-profit status must be verified by meeting one of three categories: 1) A 501(c)3 organization; 2) Verifiable religious organization and political sub-division. A copy of the IRS determination letter must be submitted with the application.</p> <p>Any organization that charges admission to an event is automatically considered a Class IV group.</p> <p><u>Class III – Other Schools</u></p> <p>Class III represents exclusively other Pennsylvania elementary or secondary schools, school districts, PIAA, District or State competitions that are interscholastic in nature. These groups will pay the flat fees detailed in the leases fees, plus custodial fees, utilities, and other personnel fees. An insurance certificate must also be submitted to the district.</p> <p><u>Class IV – All Other Organizations and Individuals</u></p> <p>Class IV 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.</p> <p>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.</p> <p><u>Application Process</u></p> <p>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.</p> <p>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. Also the application will specify which, if any, district athletic or facility equipment will be used.</p> <p>Along with the completed application, the individual or group must submit the following:</p> <ol style="list-style-type: none"> 1. Payment of the specified rental fee, in advance; no exceptions. 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.
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4. A specific “Camp Application” must be completed for all sports or activity based camps.

Application Evaluation

No application to use school facilities shall be approved if the proposed activity would result in any of the following:

1. Conflict with any school-sponsored activity.
2. Access to school facilities closed due to renovations, maintenance, cleaning, the school calendar, or Board action.
3. Access to school facilities containing equipment or furnishings which would be detrimental to the operation of a district program if damaged or operated by an unqualified operator.
4. The proposed use would prevent or encumber district personnel from preparing school facilities for their primary purpose, because of the nature or duration of the activity.

The district reserves the right to limit the duration of the lease to promote broad-based community involvement.

Record Keeping

The Director of Facilities and Operations shall maintain a data base of all lease activities and issue a report monthly to the superintendent and board.

Site Manager

All events that require a site manager will be charged the fee listed under Rental Charges. The site manager for any lease may not be a participant in the lease activity. The superintendent or his designee shall develop and maintain a current job description for the site manager position.

Board of School Directors Report

The Board of School Directors will receive a monthly report of all leased facilities by location, organization, and estimated fees, if applicable.

Limitations

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:

<p>SC511</p> <p>10 P.S. 311 et seq.</p> <p>20 U.S.C. Sec. 7181 et seq. 35 P.S. 1223.5</p>	<ol style="list-style-type: none"> 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. <p><u>Prohibited Activities</u></p> <p>The following activities are strictly prohibited in school facilities when individuals and community groups are granted written permission to use said school facilities:</p> <ol style="list-style-type: none"> 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. <p><u>Violations</u></p> <p>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.</p> <p>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.</p>
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<p>School Code 511, 775</p> <p>PA Code Title 22 Sec. 403.1</p> <p>10 P.S. 311 et seq</p> <p>35 P.S. 1223.5</p> <p>20 U.S.C. Sec. 7181 et seq</p> <p>20 U.S.C. Sec. 7905</p>	<p><u>Fee Schedule</u></p> <p>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.</p>
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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, Booster Clubs, etc.).

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

Class 3 - Other schools interscholastic activities; PIAA, District, or State competitions.

Class 4 - All Other Groups (i.e. Private Individuals, for Profit Organizations)) 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 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.

Facility				Rental Charge
<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	Events/Games	\$300
	<u>Class 4</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 4</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 4</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 4</u>			\$200
<u>Classrooms</u> (per classroom per four hours)	<u>Class 1</u>			N/C
	<u>Class 2</u>			N/C
	<u>Class 4</u>			\$100

<u>Stadium and Athletic Fields</u>		
<u>BASD Stadium</u>	<u>Class 2</u>	\$300 (Plus Expenses) \$200 (Lights)
	<u>Class 3</u>	\$300 (Plus Expenses)
	<u>Class 4</u>	\$1,500 (Plus Expenses) \$200 (Lights)
<u>Athletic Fields</u>	<u>Class 2</u>	Elementary School \$25 (Daily Rate) \$100 (Seasonal Rate) Middle School \$25 (Daily Rate) \$100 (Seasonal Rate) High School \$50 (Daily Rate) <u>Class 4</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 4</u>	100 (Per Hour)
<u>Planetarium</u>	<u>Class 2</u>	\$5 (Per Hour)
	<u>Class 4</u>	\$20 (Per Hour)
<u>Folding Chairs</u>	<u>Class 2</u>	\$20/100
	<u>Class 4</u>	\$25/100
<u>Moveable Stage</u>	<u>Class 2</u>	\$50
	<u>Class 4</u>	\$75
<u>Sound Equipment</u>	<u>Class 2</u>	\$25
	<u>Class 4</u>	\$50
<u>Movie Projector</u>	<u>Class 2</u>	\$30
	<u>Class 4</u>	\$30
<u>Slide Projector</u>	<u>Class 2</u>	\$30
	<u>Class 4</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.

11. *Revisions to Board Policy Number 815 – Computer, Network, and Internet Usage Policy*

INFORMATION:

The Bethlehem Area School District supports the use of the Internet and other technologies in the district's instructional program in order to facilitate learning and teaching through interpersonal communications, access to information, research, and collaboration. The use of the Bethlehem Area School District technologies shall be consistent with and enhance the curriculum adopted by the school district and consider the varied instructional needs, learning styles, abilities, and developmental levels of students.

RECOMMENDATION:

That the Board of School Directors approves the attached revisions made to Board Policy Number 815 – Computer Usage Policy on Page 6, Number 11.

TITLE: COMPUTER, NETWORK, AND
INTERNET USE

REVISED: June 27, 2005
June 22, 2009

Page 1 of 1

	<p>the property of the BASD. The BASD reserves the right to access and disclose the contents of all messages created, sent or received using the e-mail system.</p> <p>Subject to local laws and regulations, the BASD may monitor any aspects of its computerized resources, including, but not limited to, monitoring sites visited by users on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded to the Internet by a BASD user, reviewing e-mail sent and received by BASD users and monitoring file server space utilization by district users.</p>
3. Delegation of Responsibility	<p>Personnel Responsibilities</p> <p>BASD personnel are expected to be familiar with the school district's policies and rules concerning student computer and Internet use and to enforce them. It is the responsibility of BASD personnel to directly supervise students and monitor computers in the use of the Internet and other BASD technologies. All BASD personnel who utilize school technology for instructional purposes with students have a professional responsibility to help students develop the skills necessary to identify information sources appropriate to their age and developmental levels and to evaluate the information needed to meet their educational goals. Students are not permitted to utilize computers for non-academic purposes and students are not permitted to use the Internet without direct adult supervision. When, in the course of their duties, personnel become aware of student violations, they are expected to stop the activity immediately and inform their building principal or immediate supervisor.</p>
4. Guidelines	<p style="text-align: center;">ACCEPTABLE USE</p> <p>Network</p> <p>System security is protected through the use of district-provided passwords, which shall not be changed by users. Failure to adequately protect passwords could result in unauthorized access to personal or district files. To protect the integrity of the system, the following guidelines shall be followed:</p> <ol style="list-style-type: none"> 1. Staff and students shall not reveal their passwords to another individual. 2. Users are not to use a computer that has been logged in under another user's name. 3. Users are required to log off of the network when finished. 4. Users must not attempt to obtain or modify files, passwords and data belonging to other users. 5. Users may not use the network in a way that disrupts the work of other

	<p>users.</p> <ol style="list-style-type: none"> 6. Users must comply with BASD network storage limitations. 7. Users are not permitted to store inappropriate materials on the network. 8. Users are required to protect and secure electronic information and data from inadvertent disclosure to unauthorized parties. If any user becomes aware a release of school district information, data, or records, the release must be reported to the Superintendent of Schools or designee immediately. 9. Students may not install or use unauthorized games, applications, files or other electronic media. 10. Vendors who require access to systems for maintenance and updates are required to abide by this policy. Vendors are required to obtain authorization from the BASD Director of Information Technologies before access is granted to systems. <p>Internet Access</p> <p>In making decisions regarding student access to the Internet, BASD considers its own educational mission, goals and objectives. Electronic information research skills are now fundamental to the preparation of future citizens and employees. BASD expects that faculty will blend educationally purposeful use of the Internet throughout the curriculum and provide guidance and instruction to students in its proper usage. Students and staff are expected to act in a responsible, ethical and legal manner in accordance with district policy and federal and state law. In addition, all users are required to abide by the terms of our Internet Service Provider's (ISP) Acceptable Use Policy. The contract with our ISP requires compliance with their policy.</p> <p>Specifically, the following uses of BASD technology resources are prohibited:</p> <ol style="list-style-type: none"> 1. Using the network for commercial or for profit purposes. 2. Using the network for product advertisement or political lobbying. 3. Unauthorized or illegal downloading, installation, distribution, reproduction or use of copyrighted materials from the Internet. 4. Accessing, uploading, downloading or distributing pornographic, obscene, or sexually explicit material. 5. Participating in online discussions, blogs and chat room discussions that are not related to the educational mission of the district.
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	<ol style="list-style-type: none">6. Using the network to conduct illegal activities, including but not limited to gambling, cyberbullying, promoting illegal drug use, making terroristic threats or harassment.7. Using the network in violation of any local, state or federal statute.8. Loading, downloading or using unauthorized games, programs, files or other electronic media, such as music files.9. Violating the privacy and security of electronic information.10. Bypassing or attempting to bypass internet filtering software using anonymizers or proxy servers that mask the content the user is accessing or attempting to access.11. Disabling or circumventing system security (e.g., virus protection, anti-spam software).12. Students may not use their own personal computers or other devices to connect to the district's network or internet services.13. Unauthorized disclosure of students' personal information in e-mail, blogs, instant messages, chat rooms or other Internet communication devices. This includes, but is not limited to full names, addresses, phone numbers, school and activities. <p>E-Mail</p> <p>BASD expects all users of the district's electronic mail system to follow these policies:</p> <ol style="list-style-type: none">1. Correspond with the understanding that district e-mail is not guaranteed to be private.2. Do not use district e-mail to send chain letters, jokes, advertisements, items to buy or sell, and other items not related to school business.3. Users are expected to be polite and professional in the e-mail messages they create and send. E-mail messages should never be abusive to others.4. Users are expected to use appropriate language. Inappropriate language, swearing and vulgar comments are prohibited.5. E-mail should be used primarily for academic, job-related correspondences, but incidental personal use is permitted.
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	<p>6. Group e-mail lists are to be used only for communications directly relating to district professional responsibilities.</p> <p>7. Never impersonate another user, send mail anonymously, or use a pseudonym.</p> <p>8. Do not open e-mail messages or attachments of unknown origin.</p> <p>9. All users should check e-mail frequently and remove messages from the server as soon as possible.</p> <p>10. E-mail messages sent to the district-wide mailing lists must be district-related in content and approved by the Superintendent.</p> <p>11. When e-mail is used to discuss student issues that fall in the domain of HIPAA, FERPA, or other legal privacy rights, the student's name is not to be used. Instead, the first and last initials of the student are to be used. Caution should be used when sending attachments that contain student names. (See attached.)</p> <p>Hardware and Software</p> <p>In order to maintain adherence to copyright law and to increase security and reliability of systems, users are expected to utilize hardware and software in a manner that enables its ongoing usage. To this end, BASD staff and students are responsible for informing the technical support staff immediately if, at any time, the hardware and/or software does not work properly. All BASD staff and students must respect all computer equipment peripherals. No attempt should be made to store any inappropriate materials on any BASD technology equipment. Users are, under no circumstances, to attempt to repair or reconfigure district-owned technology equipment in any way.</p> <p>Printing</p> <p>All the items in this policy apply to printers and the jobs that users send to the printers, including but not limited to, copyright, excessive use, personal use, inappropriate material and monitoring. Users can also refer to the Guidelines in Policy 814 for specifics on copyright and photocopying.</p> <p>Home Use</p> <p>The policy applies to both in school and at-home use for staff and students.</p> <p>To ensure that students and staff use these educational resources responsibly while at home, it is imperative that the following provisions are understood:</p>
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<p>P.L. 94-553 Sec. 107 Pol. 814</p>	<ol style="list-style-type: none"> 1. No one other than the district employee or student uses his/her district laptop or equipment. 2. District policy for behavior and communication apply when using the Internet, according to the stipulations of this policy. 3. Users should have no expectation of privacy while utilizing their district-assigned computer at home. 4. In-home technology support should not be expected from BASD Technology Staff; it is the user's responsibility to report any problems with equipment immediately to the building Support Technologist. 5. Any and all costs incurred by the BASD for repairs caused by negligent use may be the financial responsibility of the user who caused the problem. Under no circumstances should the user attempt to take district-owned technology to a service provider nor should the user attempt to repair technology equipment himself/herself. <p>Additionally, families should be aware that some material accessible via the Internet might contain items that are illegal, defamatory, inaccurate, or potentially offensive to some people. Also, it is possible to purchase certain goods and services via the Internet, which could result in unwanted financial obligations for which a student's parent/guardian would be liable.</p> <p>Copyright</p> <p>The illegal use of copyrighted software by students and staff is prohibited. Any data uploaded to or downloaded from the network shall be subject to the guidelines put forth in the Digital Millennium Copyright Act (HR2281) and the Technology, Education and Copyright Harmonization (TEACH) Act. (See <i>Technology and Learning Guidelines for Administrators</i> chart for more information about what is permissible under Copyright law. See 815 Attachment.)</p> <p style="text-align: center;">WEB SITE GUIDELINES</p> <p>Unless otherwise approved, all BASD-sponsored and maintained web sites (which includes all school, teacher or classroom web pages for educational purposes) must be hosted from district-owned and operated computer server(s) on school property and must adhere to procedures and guidelines outlined in this policy.</p> <p>Rationale</p> <p>School web sites are public documents welcoming the outside world to the</p>
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	<p>school and linking students and staff to outside sources of information. Guidelines are required in the construction of school web pages to ensure that information on the pages is appropriate for any Internet user to access and free from advertising or information items which may not be appropriate for students. The content of school web sites must be consistent with the educational mission, goals, strategic plan and objectives of the BASD and School Board policies. All district-sponsored and maintained web sites are property of BASD.</p> <p>Disclaimer of Liability</p> <p>The BASD Technology Department does not warrant or guarantee access or data integrity of student-or teacher- developed web content. Any and all web content created for class projects or course work should be backed up frequently using local resources.</p> <p>The BASD Technology Department reserves the right to immediately stop access to or from any site which may be in violation of this policy or otherwise poses a risk to the district’s network, personnel or other technology resources.</p> <p style="text-align: center;">CONSEQUENCES FOR INAPPROPRIATE USE</p> <p>Violations of this policy may result in the loss of access, additional disciplinary action consistent with existing practice and policy, and/or appropriate referral to the authorities. The BASD will cooperate to the extent required with authorities in all investigations. Anyone witnessing a violation of this policy must report the violation to their immediate supervisor.</p> <p>Any user who violates provisions of this policy that cause damage to the network, computer equipment, electronic communications systems, or software will be held responsible for those damages. The user will also be responsible for incidental or unintended damage resulting from willful or deliberate violations of this policy.</p> <p>The school district will cooperate with the school district’s ISP rules, local, state and federal officials to the extent legally required in investigations concerning illegal activities conducted through the school district’s technology systems.</p>
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Policy 815 Clarification

BASD Policy 815, Page 6, Item #11 states that “When e-mail is used to discuss student issues that fall in the domain of HIPAA, FERPA, or other legal privacy rights, the student’s name is not to be used. Instead, the first and last initials of the student are to be used.”

The following is meant to clarify the kinds of issues that fall in the domain of HIPAA, FERPA, and other legal privacy rights.

Information that is considered confidential and should **not** be shared in an e-mail message might include the following:

- A student disciplinary incident or a student’s discipline history
- A student’s special education services or disability (including 504 plans)
- A student’s health and medical records, including physical or mental illness

“Directory Information,” as defined by FERPA, allows school districts to share and release certain pieces of student information that are not considered confidential. Therefore, e-mail messages **may** contain the following student information:

- Name, address, telephone number, grade level, and photograph
- Major field of study
- Participation in sports and activities
- Weights and heights of members of athletic teams
- Dates of attendance
- Degrees and awards
- The most recent previous educational agency attended by the student

Routine office correspondence, such as the following, may include student names:

- A list of students who are on a field trip
- A list of students who are being called to the office or to guidance

The essence of this item in the policy is that confidential student information in an e-mail message should not refer to a student by name.

12. *Quotations for the \$5,800 - \$15,200 Cost Category***INFORMATION:**

Quotations were solicited for:

Emergency Generators – Annual Maintenance and Inspections

The lowest responsible quotation was Crowder Jr. Company, 2184 Industrial Drive, Bethlehem, Pennsylvania 18017 at a cost not to exceed \$5,846.80

The following vendors also were contacted:

Penn Power Systems	\$7,100.00
Northampton Engines, Inc.	\$6,845.00

Cabinet Code:	NF
Account Code:	10-2600431-000-607-NF-0000
Budgeted:	\$517,400.00
Expended:	\$314,374.34
Available:	\$203,025.66 (As of August 4, 2009)

13. *Rejection of Bid – Bid Opened August 4, 2009 – Fuel Oil - Number 2*

INFORMATION:

A bid was received and publicly opened at noon, Tuesday, August 4, 2009, for:

Fuel Oil - Number 2

Specifications were mailed to fourteen vendors, one bid was received. Specifications will be readvertised.

RECOMMENDATION:

That the bid submitted for the above item be rejected.

14. *Sale of Monocacy Building*

INFORMATION:

The Monocacy Building is currently unused and it is not necessary for the operation of the School District. The administration is recommending that it be authorized to accept sealed bids for the sale and transfer of the Monocacy Building, located at 1815 Main Street, Bethlehem, Pennsylvania.

RECOMMENDATION:

The Board of School Directors finds that property owned by the Bethlehem Area School District located at 1815 Main Street, Bethlehem, Pennsylvania, known as the Monocacy Building, is currently unused and is not necessary for the operations of the School District.

NOW THEREFORE, be it resolved that the property located at 1815 Main Street, Bethlehem, Pennsylvania, known as the Monocacy Building, shall be offered for sale by sealed bids in accord with, and pursuant to notice to be provided as set forth in, Section 7-707 of the Public School Code of 1949. The sale shall be made pursuant to the terms and conditions attached to and made a part of this resolution. The sealed bids shall be opened on Tuesday, September 25, 2009, at the Education Center, 1516 Sycamore Street, Bethlehem, Pa. 18017, at 2:00 p.m., EDT.

REAL ESTATE AGREEMENT OF SALE

THIS AGREEMENT is made, by and between the BETHLEHEM AREA SCHOOL DISTRICT, with offices situate at 1516 Sycamore Street, Bethlehem, Pennsylvania 18017 (hereinafter referred to as "Seller") and _____, with an address of _____, (hereinafter referred to as "Buyer").

1. Property. Seller is the owner of certain real property situate at 1815 Main Street, Bethlehem, Pennsylvania 18018, which Property is identified on the records of the Northampton County Tax Assessment Office as N6SE1A-2-9-0204E. A copy of the legal description for the Property is attached as Exhibit A.

2. Conditional Offer to Buy. Buyer hereby offers to purchase the Property, subject to acceptance by the Seller, upon the terms and conditions set forth herein and those terms set forth in the Invitation for Sealed Bids dated _____. Buyer acknowledges and agrees that its offer to purchase is conditioned solely upon acceptance by the Seller as set forth below. In the event that this offer is withdrawn prior to its presentation for acceptance or rejection by the Board of School Directors of the Seller, the Deposit shall be forfeited to Seller.

3. Acceptance by Seller. This Agreement may only be accepted by majority vote of the Board of School Directors of Seller at a scheduled meeting of the Board of School Directors to be held on or before October 26, 2009. The Seller reserves the right to withdraw the Property from the market at any time prior to acceptance of this Agreement by Seller, and/or to delay the date for the opening of the sealed bids. The Seller further reserves the right to reject any and all bids as received. Upon withdrawal of the Property from the market or upon rejection of this Agreement, any Deposit received by Seller shall be refunded to Buyer.

4. Purchase Price. The Buyer offers to pay a purchase price of _____ Dollars (\$ _____), which price shall be paid as follows:

- (a) A deposit (Deposit) in the form of cash or immediately available funds in an amount equal to twenty percent (20%) of the purchase price, which Deposit is being tendered concurrently with the execution and delivery of this Agreement. Buyer acknowledges that the Deposit will be deposited into a non-interest bearing escrow account to be held by the solicitors for the Seller prior to acceptance of this Offer to purchase by the Seller. If this Offer to purchase is accepted by Seller, the Deposit shall be applied against the purchase price. If the Offer is not accepted, the Deposit shall be refunded to Buyer within five business days thereafter.
- (b) The balance thereof in cash, or immediately available funds at the date and time of Closing.

5. Closing. Closing shall be held at the offices of the School District Solicitor, _____ days after acceptance of the offer by the Bethlehem Area School District. Closing shall be held at 10:00 A.M. on the date set for Closing. At the time of Closing Seller shall convey the property to the Buyer by a Specially Warranty Deed.

6. Possession. Seller shall give Buyer possession at time of Closing. Possession is to be delivered by deed, keys and physical possession to a vacant building at time of Closing.

7. Title. At Closing, Seller shall transfer good and marketable title to the Property or such as will be insured by a reputable title insurance company doing business in the Commonwealth of Pennsylvania, at regular rates. The Property shall be conveyed free and clear of all liens, claims, and encumbrances, EXCEPTING HOWEVER, existing building restrictions, ordinances, easements of roads, easements visible upon the ground, privileges or rights of public service companies, and all conditions restrictions, covenants and reservations of record, if any. If Seller is unable to deliver such Title, Buyer shall have the option of taking such Title as Seller can give without abatement of price or of being repaid all monies paid on deposit by Buyer to Seller. The deed to be delivered shall be based upon existing records and surveys. No new survey work will be done or paid for by Seller.

8. Tender Waived. Formal tender of Deed and purchase price is hereby waived.

9. Transfer Taxes. Pennsylvania Realty Transfer Taxes shall be divided equally between Buyer and Seller.

10. Prorations. All applicable real estate taxes, including city, county and school taxes, shall be prorated as of the date of Closing. All municipal services subject to lien shall be prorated as of the date of Closing.

11. Reimbursement. Buyer shall reimburse seller for any heating fuel remaining on the premises at Closing.

12. Risk of Loss. Seller shall bear risk of loss from fire or other casualties until time of Closing. In the event of damage to the Property by fire or other casualties, is not repaired or replaced prior to settlement, Buyer, shall have the option of rescinding this Agreement and receiving all monies paid on account, or of accepting the Property in its then condition, together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of the acceptance of this Agreement.

13. Buyer's Default. Should Buyer violate or fail to fulfill and perform any terms or conditions of this agreement, any Deposit paid by the Buyer may be retained by the Seller either (a) on account of the purchase, or (b) as monies to be applied to the Seller's damages, or (c) as liquidated damages for such breach, as the Seller may

elect, and in the event that the Seller elects to retain the monies as liquidated damages the Seller shall be released from all liability or obligations and this agreement shall be null and void.

14. Inspection. It is understood that Buyer has had the opportunity to inspect the Property prior to closing. Buyer has agreed to purchase this Property as a result of this inspection and not because of, or in reliance upon, any representation made by the Seller or any officer or employee of Seller, or by any agent of the Seller. Buyer has agreed to purchase the property in its present condition, **AS IS**, unless otherwise specified. Buyer agrees to purchase the property with any and all defects, if any, including but not limited to lead paint, radon, mold, hazardous waste or any other problems. This paragraph shall survive settlement. **NO GUARANTEES, WARRANTIES, OR PROMISES OF ANY NATURE WERE OR ARE MADE, GIVEN OR IMPLIED.**

15. Inspection Reports. Buyer acknowledges that the Monocacy Building was constructed prior to 1978 and may contain lead paint. Buyer further acknowledges that floor tile and pipe installation in the building contain asbestos. Buyer shall be solely responsible for removal of asbestos, in the event that Buyer desires to remove the asbestos, at Buyer's sole cost and expense. Any records provided by Seller for inspection are for convenience purposes only. Seller does not represent or certify that the materials as provided with respect to the condition of the Property are accurate, and while the Seller believes that the information is reliable, it has not made an independent investigation to verify its reliability. This disclaimer shall apply to all materials provided to Buyer or Buyer's representatives by Seller or on behalf of the Seller by its representatives.

16. Time. Time is of the essence of this Agreement.

17. Modification. The parties may modify this Agreement only in a written document bearing their signatures.

18. Property Restrictions. No representation is made as to Zoning, municipal regulations or Property restrictions.

19. No Recording. This Agreement shall not be recorded on any public record.

20. Entire Agreement. This Agreement contains the whole agreement between the Seller and the Buyer. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale.

21. Parties Bound. This Agreement shall be binding upon the parties, their respective heirs, executors, administrators, successors and, to the extent assignable, on their assigns. It is expressly understood, however, that the Buyer shall not transfer or assign this Agreement without obtaining the written consent of the Seller.

22. Multiple Originals. This Agreement may be executed in multiple originals.

IN WITNESS WHEREOF, the Buyer, intending to be legally bound hereby, has executed this conditional offer this _____ day of _____, 2009.

WITNESS:

BUYER:

_____(SEAL)

AND NOW, this _____ day of September, 2009, receipt of this conditional offer is acknowledged by the BETHLEHEM AREA SCHOOL DISTRICT, Seller.

WITNESS:

SELLER:

BETHLEHEM AREA SCHOOL DISTRICT

By: _____(SEAL)
Authorized Representative

AND NOW, this ____ day of _____, 2009, the conditional offer of the Buyer is hereby accepted. Closing with respect to the sale and purchase of the property shall be held on _____, 2009 in accord with the terms and conditions set forth in this conditional offer as accepted.

WITNESS:

SELLER:

BETHLEHEM AREA SCHOOL DISTRICT

By: _____ (SEAL)
Authorized Representative

AND NOW, this ____ day of _____, 2009, the conditional offer of the Buyer is rejected. The funds deposited pursuant to this offer shall be refunded to Buyer.

WITNESS:

SELLER:

BETHLEHEM AREA SCHOOL DISTRICT

By: _____ (SEAL)
Authorized Representative

15. *Treasurer's Report*

RECOMMENDATION:

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

REPORT OF THE TREASURER

July 1 through July 31, 2009

BEGINNING CASH AND INVESTMENT BALANCE

Wachovia Bank - Cash Management	2,079,345.24
Bank of America - General Account	550,672.35
Pennsylvania School District Liquid Asset Fund	2,539,931.75
Wachovia - Worker's Comp Trust Fund	641,257.09
Pennsylvania Local Government Investment Trust	77,854.97
Pennsylvania State Treasurer Invest Program	219,412.49
Bank of America Money Market	1,636.29
PSDLAF - Term Investments	2,000,000.00
PSDLAF - 2009B Bond Fund	10,822,758.30
Scholarship Fund	45,971.98
KNBT Bank - Scholarship Fund	112,000.00
M&T Investment Group - 2007A Bond Fund	5,375,888.35

<u>TOTAL CASH AND INVESTMENT BALANCE</u>	\$	24,466,728.81
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MONTHLY RECEIPTS

Local Sources	24,409,291.74
State Sources	34,787.28
Federal Sources	17,200.20
Other Financing Sources	0.00

\$	<u>24,461,279.22</u>
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MONTHLY DISBURSEMENTS

Monthly Bills Paid	9,627,795.54
Payroll	6,056,945.20
Debt Service	1,312,995.42

\$	<u>16,997,736.16</u>
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TOTAL FUNDS AVAILABLE

\$	<u>31,930,271.87</u>
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ENDING CASH AND INVESTMENT BALANCE

Wachovia Bank - Cash Management	4,828,090.17
Bank of America - General Account	550,018.21
Pennsylvania School District Liquid Asset Fund	2,643,431.53
Wachovia - Worker's Comp Trust Fund	641,267.64
Pennsylvania Local Government Investment Trust	77,881.20
Pennsylvania State Treasurer Invest Program	11,779.40
Bank of America Money Market	1,636.49
PSDLAF - Term Investments	8,500,000.00
PSDLAF - 2009B Bond Fund	10,822,758.30
Scholarship Fund	46,068.15
KNBT Bank - Scholarship Fund	116,801.99
M&T Investment Group - 2007A Bond Fund	3,690,538.79

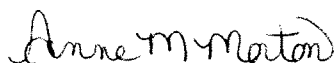
Interest Rate

0.750%
0.350%
varies .283 to .652%
0.020%
0.400%
0.418%
0.140%
see attachment
see attachment
0.750%
1.489%
4.680%

<u>TOTAL CASH AND INVESTMENT BALANCE</u>	\$	<u>31,930,271.87</u>
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Interest Received for July; to be posted in August accounting period	\$	13,647.88
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Respectfully Submitted,



Anne M. Morton
Treasurer

**BETHLEHEM AREA SCHOOL DISTRICT
CD INVESTMENTS**

Date Purchased	Amount Purchased	Interest Rate	Anticipated Interest	Maturity Date	Account	Location
May 27, 2009	\$ 496,000.00	0.91%	\$ 1,879.64	October 26, 2009	PSDLAF CD	2009B
May 27, 2009	\$ 248,000.00	1.15%	\$ 1,679.95	December 28, 2009	PSDLAF CD	2009B
May 27, 2009	\$ 594,000.00	1.19%	\$ 4,705.94	January 25, 2010	PSDLAF CD	2009B
May 27, 2009	\$ 792,000.00	1.22%	\$ 7,174.00	February 22, 2010	PSDLAF CD	2009B
May 27, 2009	\$ 1,092,000.00	1.28%	\$ 11,526.73	March 24, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 1,400,000.00	1.40%	\$ 17,881.64	April 19, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 6,200,000.00	1.25%	\$ 82,595.90	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 758.30	0.62%	\$ 1.17	September 30, 2009	PSDMAX	2009B
June 17, 2009	\$ 500,000.00	0.85%	\$ 2,293.84	December 31, 2009	PSDLAF CD	PSDMAX
July 1, 2009	\$ 7,000,000.00	0.85%	\$ 29,831.51	December 31, 2009	PSDLAF CD	PSDMAX
July 30, 2009	\$ 1,000,000.00	1.37%	\$ 10,246.85	April 29, 2009	PSDLAF CD	PSDMAX
July 2, 2009	\$ 116,801.99	1.49%	\$ 1,444.49	April 27, 2010	KNBT Scholarship	
*	\$ 46,068.15	0.75%			Cash Management	Wachovia

* CD has been redeemed and investment details will be reflected on the August report as investment occurred in August

**Bethlehem Area School District
Capital Reserve Fund
For the Period of July 1, 2009 thru July 29, 2009**

Fund Balance at June 30, 2009	\$	1,178,034.44
2008-2009 Revenue Received-Interest Income	\$	-
Expenditures		
Financial Management System (software, hardware, support services)	\$	11,564.28
Roof Repairs		
Freedom Emergency Power	\$	15,165.00
Asa Packer Fire Alarm System	\$	27,045.00
Professional Services	\$	2,918.49
	\$	<u>56,692.77</u>
Fund Balance at July 29, 2009	\$	1,121,341.67

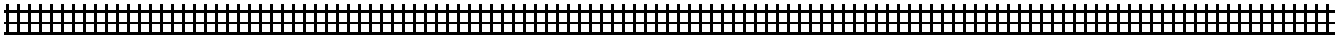
The following projects have been approved by the board but have not been completed:

Financial Management System	\$	144,772.72	
Pro. Svs. Roof Repairs	\$	7,087.78	
Pro. Svs. Alarm System	\$	2,964.00	
Asa Packer Roof Repair	\$	262,300.00	
Farmersville Roof Repair	\$	340,130.00	
Freemansburg Roof Repair	\$	92,450.00	
Asa Packer Fire Alarm System	\$	31,340.00	
		\$	881,044.50
Estimated Unencumbered Fund Balance	\$		240,297.17

Bethlehem Area School District
2007A Bond Fund
For the Period of July 1, 2009 thru July 31, 2009

Beginning Balance-June 30, 2009	\$ 5,375,888.35
Change in Market Value	\$ (19,349.56)
Reimbursement to the General Fund	\$ 1,666,000.00
Ending Balance-July 31, 2009	<u>\$ 3,690,538.79</u>

Note: There has been \$180,797.26 in expenses that have not been reimbursed to the general fund. This leaves the fund balance at approximately \$3,509,741.53.



Bethlehem Area School District
2009B Bond Fund
For the Period of July 1, 2009 thru July 31, 2009

Beginning Balance-June 30, 2009	\$ 10,822,758.30
Change in Market Value (recorded quarterly)	
Reimbursement to the General Fund	
Ending Balance-July 31, 2009	<u>\$ 10,822,758.30</u>

16. *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.