

BETHLEHEM AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
REGULAR BOARD MEETING

JANUARY 25, 2010

The Regular Meeting of the Board of School Directors of the Bethlehem Area School District was held on Monday, January 25, 2010, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, Pennsylvania.

REGULAR
MEETING

President Leeson called the roll:
Members present: Directors McKeon, Ortiz, Follweiler, Amato, Dexter, Faccinetto, Cann, Burkhardt, and Leeson – 9
Members absent: None

MEMBERS
PRESENT

Others present: Dr. Thomas E. Persing, Interim Superintendent of Schools; Donald F. Spry II, Solicitor; Stacey Gober, Board Secretary; administrators, members of the press, and other interested citizens and staff members.

OTHERS
PRESENT

Student representatives, Hannah Schwarzbach and Lindsey Anderson.

At this point of the meeting, the Pledge of Allegiance was recited.

PLEDGE OF
ALLEGIANCE

President Leeson requested a moment of silent meditation.

MOMENT OF
SILENCE

Dr. Persing recognized two students from Liberty High School, Jordan Roman and Laura Kauer, for awards received as a result of their participation in the PA Statewide Latino Coalition Annual Essay Competition. The essay theme was “Why is it important to be counted as a Latino in the United States Census?” Jordan Roman was the first place winner and Laura Kauer was the second place winner. They both received monetary awards. Dr. Persing presented Jordan and Laura with certificates of appreciation for this accomplishment.

STUDENT
RECOGNITION

President Leeson offered courtesy of the floor to visitors. Speakers are asked to come to the podium, stating their name and address. Public comment in the first session is limited to 30 minutes. Speakers are limited to three minutes each. The board requests that, when possible, all individuals supporting a like position on a topic select a speaker to present their views to avoid repetition. If that is not possible, all are welcome to speak. As per school board policy, generally, speakers are limited to taxpayers, residents, or employees of this school district. At the conclusion of the regular school board meeting, another block of time will be allocated for public comment. At that time, the same rules will apply. It is asked that speakers observe proper decorum, without personal attacks towards a specific individual or individuals. It is not the custom for the board to enter into a dialogue at these meetings about concerns. However, the board does listen with care to issues raised. Speakers will receive responses, in some form, by the administration.

COURTESY
OF THE FLOOR
TO VISITORS

The following individuals addressed the Board of School Directors:

1. Jolene Vitalis – President of the Bethlehem Education Association

Ms. Vitalis stated that January is School Board Recognition Month across the United States. She thanked the board on behalf of the BEA for volunteering hours of their personal time to serve the community. She invited everyone present to join them for cake. She noted that voluntary service can be rewarding as well as what may seem to be thankless. The BEA acknowledged that there will be instances when their opinion differs from board members. She stated they will continue to extend their hand to meet, discuss and address the differences to hopefully come to a workable solution to all stakeholders.

Ms. Vitalis went on to discuss three topics from last Wednesday's public budget hearing. She stated that some members of the board articulated that current class size guidelines must be maintained for 2010-2011. Most recent comparison data, arrived from documents that all school districts are required to submit to the state and compiled by the Pennsylvania State Education Association, shows that in Northampton County, Bethlehem is second highest in student/teacher ratio. The BEA is committed to the best instructional practices, but it is a difficult undertaking when student achievement is based on test scores while class sizes remain large and student needs are quite diverse. The BEA believes there needs to be more accountability on the part of some building level administrators who choose to not uniformly apply this board's student discipline policy. Students cannot learn if fellow students are continually permitted to disrupt the learning process. When teachers and counselors strategically try to shape positive behavior in the classroom, but in turn are not totally supported by their principal, a sense of mistrust develops and the teamwork becomes undermined.

She stated that last week's proposed budget identified benefits and teachers' salaries as a significant driver of increased expenses for next school year. In November, the central administration shared with the BEA that since the district is self-insured, the cost for medical expenses has not increased at the rate of companies in the private sector. Many community members have a misunderstanding regarding the teachers' salaries. The raises negotiated for next school year are the fourth lowest in the Lehigh Valley. An individual teacher does not get a 4.45% individual raise. 1,128 teachers will share a 4.45% of what the district had spent during the previous year for teachers' salaries at the time the contract was negotiated.

Lastly, Ms. Vitalis stated that more than half of the association's members live in the school district and pay the same property tax rate as well. She asked that as the board begins to plan for the best course of action to make the district solvent, they understand that the Bethlehem Education Association's main priority is quality education for the students and that they are committed to working with the board to make sure that the board does not falter in the critical investment, the children.

2. Patricia Felix – 1721 Millard Street, Bethlehem

Ms. Felix offered statistics showing how US education compares to the rest of the world. She handed out an International Education Report prepared by Michael Hodges drawn from a study by the Organization for Economic Cooperation and Development. She asked that they work for scholastic achievement. Excerpts from the report conclude that the effectiveness of the primary and secondary education system can broadly be characterized as mediocre at best. New lows were reported in SAT scores of US high school seniors each year through 1994. SAT testing criteria was revised in 1995, making the test less rigorous than before and test scoring methods were revised in ways unrelated to clear comparison with the past. USA 15-year-olds scored below average in the science series at ranking position 29 and scored well below average in the math series, at ranking position 35; below all industrialized nations except Italy. She asked to note the absence of Asian students from Japan, Korea, Hong Kong, Singapore or China. Those nations did participate in prior international test series, scoring at the top of the total heap. US high school math and science education produces a third world result. She stated that while many of our schools appear to avoid solid academic training in favor of self esteem training, this must be working since in the latest round of international tests, American students led the world in one department, self esteem. When 8th graders complete the 12th grade, their relative performance will be further degraded to emerging nation quality equivalent. China produced four times more B.S. engineering degrees than the US and Japan, twice as many. The US spends more money per student on education than any other nation in the world. She questioned what the U.S. and the Bethlehem Area School District are doing about this tragic state of affairs. She asked if we should not expect high scholastic achievement instead of emerging nation status in our school systems. She stated that she is sure it would be agreed that our children are not naturally dumber than students in other countries. More money is spent on education; therefore, it must be our education system itself that is failing our children. She asked that everyone work together to make BASD the best school system in the world. The statistics show that more than incremental change is needed, expeditious change is needed to better serve our community. More innovation, not more spending is needed. Ms. Felix urged the school board and administration to develop a plan to drastically improve the quality of education.

3. Jim Laverty – 5015 Long Drive, Bethlehem –

Mr. Laverty spoke on behalf of the Concerned Citizens of Bethlehem Area School District. He referred to Ms. Felix's presentation regarding the preponderance of data and literature that identifies that the public school system in the USA is underperforming. It is a national and local problem, not just BASD. If the issue is recognized there is an opportunity to fix it for the students and parents. It is not the amount of money spent, but how it is spent. There is a significant amount of written sources from various groups to support that point of view. As he mentioned last week, it is not the precision of the metrics, like the PSSAs, but the trend. The trend is clear; we are underperforming even after acknowledging the recent modest improvement. Even if the 21 percentile noted for our school district is not

correct and it is doubled, is 42 percentile good enough? The individual score is not all there is, but it is a flag that must be acknowledged and addressed. Doing more of the same will not work. Things need to be done differently, starting by using the budget process to drive the change. A zero percent tax increase and zero percent budget increase will force the inspection and prioritization that is needed. Mr. Laverty directed the school board to the editorial published in The Express-Times, January 24, 2010.

4. Carla Young –

Mrs. Young spoke regarding the Wrestling Coach, Rich McIntyre. She stated that she is a widowed, single mother with three boys and that the first sport they ever signed up for was wrestling. Mr. McIntyre has been in her sons' lives about the longest as any man has. She wanted the board to know that he is 100 percent invested in the youth of our community. She has witnessed that he has been there since her sons have walked on the mats. She is grateful as a mother. When her middle son walked on the football field, Mr. McIntyre sat with him to help him understand what his coach wanted him to do. She stated that they have seen him during all of the seasons in all of the years they have been involved in sports. Mrs. Young stated that he really has invested 100 percent of himself to make sure we have quality feeder programs to come to Freedom and produce quality wrestling programs, as well as others. She wants her sons to know that they need to stand up for something. She stated that they learn that no where greater than from the men in their lives. She stated that collectively, in the 24 years of education, none of her sons have been to a principal. She thinks that Rich McIntyre was a huge part of that. There has been no more passionate and committed coach than Rich McIntyre.

President Leeson shared with Mrs. Young that the coaching decisions begin at the building level. The most appropriate way of working through the system would be to work with the AD and principal first. If you would not receive satisfaction at that level; then you would work with Dr. Donaher and Dr. Persing. That is the process President Leeson recommended to Mrs. Young before the board would take action.

5. Laura Fortes – 2164 13th Street, Bethlehem Township, President of Wrestling Booster Club

Ms. Fortes stated that when Rich McIntyre took over the program he became an integral part of the booster club. He participated in fundraising and attended all of the meetings. He is involved with the children and put a lot of his own effort into the program. Mr. McIntyre developed Max Mat Club over the summertime where children come from all over the Lehigh Valley to wrestle for free for two hours in an evening so they can better themselves. A lot of the money for the Max Mat Club came out of his own pocket to develop a web site. Mr. McIntyre has brought the feeder program together with the Freedom Wrestling team. That helps with fundraising and to help the youth get involved with the high school sports. Mr. McIntyre has been 100 percent invested and has been an advocate for the wrestling team in times when children have been leaving. He has done what he has felt was the right thing to do. Ms. Fortes wanted to make sure that people know that.

President Leeson recognized the support of 25-30 people in the audience of the coach.

6. Steven Antalics – 737 Ridge Street, Bethlehem –
Mr. Antalics asked that his time be given to Mrs. Felix to continue on her topic.

Mrs. Felix highlighted additional items in the report mentioned previously. Ninety percent of all PhDs, physical scientists and engineers in the world will be Asian, living in Asia. The American Association for the Advancement of Science reported that ninety percent of math books and one hundred percent of science text books are unacceptable. The US spends more per students than any other G7 nation. She asked that shouldn't each school board annually demand that each of their students take math and science, history and geography exams of the same type given to the same age groups as such nations as Germany and Japan and communicate the findings to each student and their parents. Parents should demand these results or seek alternative schools. US per student spending is the highest in the world, even after massive devaluation of our currency relative to most industrialized nations. Students of other nations have 22 to 35 percent more school days per year than the US. Mrs. Felix again questioned what the U.S. and the Bethlehem Area School District are doing about this tragic state of affairs. She asked if we should not to expect high scholastic achievement instead of emerging nation status in our school systems. She stated that she is sure it would be agreed that our children are not naturally dumber than students in other countries. More money is spent on education; therefore, it must be our education system itself that is failing our children. She asked that everyone work together to make BASD the best school system in the world. The statistics show that more than incremental change is needed, expedient change is needed to better serve our community. More innovation, not more spending is needed. Mrs. Felix urged the school board and administration to develop a plan to drastically improve the quality of education in the district that will prepare our students to compete with their international peers in the 21st century. She stated that to do otherwise is to fail our children.

7. Maryann Davis – 103 Commonwealth Drive, Bethlehem Township

Ms. Davis introduced her daughter, Alexis, a seventh grader at East Hills Middle School. She requested the board to take the necessary steps to allow the students the opportunity to participate in the Scripps National Spelling Bee Competition. Alexis is currently the regional spelling bee champion. She won last spring, representing her school and she won the right, and went to compete in Nationals last May. She stated that they are new to the school district with her daughter starting this year in seventh grade. They were surprised to find out the school no longer participated.

Alexis stated that she was sad and disappointed when she found out that the school wasn't participating in the spelling bee. She was looking forward to competing in the bee, giving her the chance to move to regionals and possibly nationals as she did last year. She would be proud to represent her school and do the best to make them proud of her. She hopes that the school

will give her, and every student, a fair chance at this educational opportunity.

Ms. Davis went on to say that since September, she took it upon herself to work with the teachers, the principals, the BEA, the dean's office, the sponsor and State Representative Samuelson to overcome this confusing situation. She stated that she was successful in enrolling Alexis to represent East Hills in the regional competition. Typically the school has a bee and pays the registration fee. She was told it was not financially feasible for the school. Based on her request, and following guidelines set by nationals, and getting recommendations from teachers, she received approval from Dr. Donaher and the principal's office and she paid the fee. When the registration was reviewed by the sponsor, because the champion did not come as a result of the bee and the fee was paid by a parent's personal credit card, it was questioned and the school was called to clarify. The principal's office denied giving approval and inferred to the sponsor that she had acted on her own. She was disappointed and stated that she would not have done it without the approval of the school and it cannot be done by a parent on their own. She asked the board to do what is necessary to have the school and Alexis re-enrolled in the competition.

8. Brian Feeley – 4565 Penacook Drive, Bethlehem Township

Mr. Feeley stated that he is a 1977 Freedom graduate, former wrestler and football player. He stated that he understands that the next step is to go to the A.D. and building principal. He asked at this time that the board and building principal, Mr. LaPorta, hear what they are saying. He stated that they are not in support of removing Rich McIntyre from his position. There is a great deal of support to do that. He stated that he has known Rich for over 40 years and he was a mentor to Mr. Feeley back in the 70s when he was a wrestler. If it wasn't for Mr. McIntyre, Mr. Feeley may not have continued to wrestle and that he almost won the state championship. He stated that Mr. McIntyre is a great guy, committed to what he is doing, and loves working with the children. Mr. Feeley asked that, if this does come before the board, that the board rescind Mr. McIntyre's resignation and let him continue to coach.

FREEDOM HIGH SCHOOL - Lindsey Anderson, student representative, reported on the winter sports season. She stated that boys' and girls' basketball, wrestling, swimming and diving are all competing for individual and team spots in leagues and districts. Many spring sports are already training for the upcoming season. The Freedom cheerleaders hosted their own competition in Freedom's gym with an exhibition routine performed by alumni and current cheerleaders. The cheerleaders traveled to Harrisburg and Baltimore for nationals. To raise money for the competitions, the cheerleaders are selling discount cards that offer discounts to local eateries in addition to other fundraisers. Ms. Anderson congratulated Selena Bennett, Terese Nelson and Erica Bechtold for making the PMEA District 10 Orchestra which will perform at Liberty High School on February 25-27, 2010. Erica Bechtold, Diana Jolly and Kristin Lambert have made the PMEA District 10 Band set to perform at Fleetwood High School on February 11-13, 2010. Ms. Anderson stated that the Freedom Band website has ongoing fundraisers to help band students meet their fundraising needs for the upcoming Florida trip in the spring. The first semester has ended and report cards are in the mail. Juniors took

REPORTS OF
STUDENT
REPRESENTATIVES

the SATs this weekend and will take the ACTs February 6, 2010. Students are encouraged to check out the college board and ACT websites for upcoming test dates. She mentioned test preparation classes that are available and the availability of scholarships from numerous organizations. The Relay for Life Team delivered \$625 to St. Luke's Hospital Pediatric Unit on December 18, 2009 and the Texas Roadhouse hosted a fundraiser night for the committee to help raise money for the American Cancer Society. She reported that the Student Service Center is hosting a FAFSA help session for students applying for college financial aid. She noted that students can sign up for talent show auditions and that rehearsals for the Sound of Music have begun. Ms. Anderson listed opportunities for students needing to fulfill their community service requirements.

LIBERTY HIGH SCHOOL - Hannah Schwarzbach, student representative, reported that finals for the first semester were completed and that the second semester began on January 22, 2010. She stated that seniors are excited and sad that one semester remains at Liberty. The number of acceptances to Ivy League and Division I schools continues to increase and they are excited about the future of the senior class. Winter athletes are working hard at their sporting events and tournaments throughout the area. The girls' basketball team won the West Chester Holiday Classic and the boys' basketball team came in third at their tournament in Williamsport. The wrestlers' competed at the Virginia Duals and senior, Anthony Merino, earned his 100th career win. On January 22, 2010, Liberty's auditorium hosted the 23rd Annual Northampton County Chorus Concert with 120 students from 10 different high schools. Several students took part in the District Orchestra Concert which took place between January 13-16, 2010. She stated that students are preparing for careers in the business world as members of FBLA, Future Business Leaders of America, who recently competed in the regional leadership competition. Several of the DECA club members are heading off to state competition in Hershey on February 17, 2010 to test their knowledge on what it takes to run a business. The Scholastic Scrimmage Team won the LVC Championship and will compete on Channel 39 on February 3 and at another competition in Phillipsburg on February 6. Underclassmen have undergone course selection for next year. Liberty juniors will begin their 40 day plan February 1 to finish up preparation for PSSA testing with PSSA warm ups in every classroom and review sessions. She stated that the Junior PSSA task force meets on a regular basis to brainstorm ways to motivate their peers to excel on the test. Liberty continues its efforts to serve the community and communities in need. The basketball team will begin to train students with disabilities for the upcoming Special Olympics basketball competition. They will also read to students at Buchanan Elementary School. Liberty has begun to raise money to donate to the cause of the devastating earthquake in Haiti.

President Leeson called for the approval of the following minutes:
September 8, 2009 – Board Finance Committee Meeting
October 19, 2009 – Board Finance Committee Meeting
January 11, 2010 – Board Facilities Committee Meeting

AMENDMENT &
APPROVAL OF
COMMITTEE
MINUTES

Director McKeon made a motion to accept the minutes. Director Follweiler seconded the motion with the following amendment to the September 8, 2009

Board Finance committee Meeting minutes. She requested an amendment to the minutes to correct a typographical error. In the first line, the date should read Tuesday, September 8, 2009.

President Leeson called for a voice vote to the minutes with the amendment to the September 8, 2009 Board Finance Committee Meeting minutes. The motion was passed by unanimous voice vote.

Director Follweiler made a motion, seconded by Director McKeon to accept the Financial Report and Payment of Bills, (Item numbers 30, 31, 32).

FINANCIAL
REPORT/PAYMENT
OF BILLS

The question was called with roll call as follows: Yea, Directors Dexter, Faccinetto, Cann, Burkhardt, Amato, Follweiler, Ortiz, McKeon, Leeson – 9.

ROLL CALL
FINANCIAL REPORT/
PAYMENT OF BILLS

The motion passed 9 – 0.

President Leeson indicated that an executive session was held at 6:00 p.m. to discuss student discipline, contract negotiations and personnel.

PRESIDENT'S
COMMUNICATIONS/
SPECIAL MEETINGS

President Leeson stated that she was proud that this is the only school district in Northampton County to apply for the Race to the Top grant with the three signatures of the administration, the board and the BEA. She believes this is a wonderful opportunity for the district and an opportunity for everyone to work together in the endeavor. At the last meeting, Mr. Toman questioned how questions will be answered that come to the board. In discussion with the superintendent, it was agreed that, for each person that comes to the podium from now on, the board will decide who will address that issue in the next couple of days so that there will be a way that a response will be given. If there is a problem, that a response is not received in a timely manner, President Leeson should be contacted.

President Leeson stated that a budget date has become a problem for the board. She moved the budget hearing date by a show of hands for attendance from April 28 to April 27, 2010. She also stated that the date for the adoption of a preliminary budget has been moved from February 10 to February 17, 2010. At that time there will also be a vote on the dual language charter school at a special meeting. She stated that the notification did not get into the newspaper early enough for the full 20 day notification for February 10.

President Leeson stated that it was her understanding that there will not be a lot of additional information on the budget until the April 27th meeting. She also stated that it is anticipated at the February 17, 2010 meeting to see the exceptions that can be applied for.

Dr. Persing stated that the School Boards Association and the School Public Relations Association congratulated the school board members for their service. The theme for 2010 is Educating for Success and Inspiring Excellence. Dr. Persing honored the board members and student representatives by presenting each member with a certificate.

SUPERINTENDENT'S
REPORT

Dr. Persing stated that a graph showing comparisons, prepared by Dr. Barilla, of the

state and our district’s students from grades 3-11 that take the PSSAs was available for review.

President Leeson commented that the graph shows the difference between our district’s performance and the state performance. She stated that it is fairly close in most grade levels. She appreciated that Dr. Barilla responded in such a timely manner to the concern raised.

PRESIDENT
LEESON’S COMMENT
ON DR. BARILLA’S
GRAPH

Director Follweiler raised concern about not having the same number of budget hearings as last year. She noted that Mrs. Gober is new and trusts that she will have the information by April, but questioned if there is issue with the April roll out, how much time will there be to formulate workshops before the final decision is needed. She stated that her concern is that after April there is only the month of May and part of June to work on the budget.

UNFINISHED
BUSINESS

President Leeson stated that historically they used to roll out the budget in April and then would sometimes do two in May and in June they would be working on the budget. She stated that the Act I is requiring that they do the preliminary budget earlier. Previously, they have done almost a full budget and then began to work their way through it. She stated that the problem is that at this time they are only in the middle of this year’s budget and trying to project for next year’s budget with no information. She stated that last year they didn’t have clear information at the time they were passing the budget. Projections are difficult this early. President Leeson stated that in previous years they were able to get it done within the April to June time frame but does understand Director Follweiler’s concerns with the additional complexities of this budget.

Director Dexter made a motion to accept the Recommendations of the Administration item numbers 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 22, 23, 24, 25, 26, 27, 28, 29. Director Faccinetto seconded the motion.

RECOMMENDATIONS
OF THE
ADMINISTRATION

President Leeson pulled item number 22 for discussion.

TABLE OF CONTENTS**January 25, 2010**

Item	Recommendations of the Administration	Page
1.	Adoption of the National Incident Management Systems (NIMS)	1
2.	Authorization to Expend 2010-2011 Budget Funds and Submit for e-Rate Reimbursement – Month-to-Month Telecommunications Services	2
3.	Authorization to Expend 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015 Budget Funds to Continue Participation in CIU20 WAN Project	3
4.	Authorization to Expend Capital Reserve Funds – Bids Opened December 22, 2009 – Railing Repairs – Freedom High School	4
5.	Authorization to Restore Capital Reserve Funds – Roof Repairs – Freemansburg Elementary School – Change Order Deduct	5
6.	Energy Optimization Planning	6
7.	Approval of Revised Grade 4 and Grade 5 Health Curriculums	7
8.	Community Service Agencies	8
9.	Student Discipline – #0951284 – Petition	9
10.	Student Discipline – #0944340, #0945574, #0949096, #0951041, #0955050, #0965480, and #1009467 – Waivers	10
11.	Federal/State Program Budgets	11
12.	Impact Aid, Section 8003	12
13.	Lowe’s Toolbox for Education Grant	13
°14.	Memorandum of Understanding Regarding Race to the Top (RTTT) Grant	14
15.	Sprint Character Education Grant – Project SUCCESS	15
16.	Supplemental Educational Services (SES)	16
17.	Conferences/Staff Trip Attendance	17
18.	Field Trip Attendance	18
19.	Resignations	19-22
20.	Termination	23
21.	Leaves of Absence	24-26
22.	Nominations for Appointment	27-37
23.	Reassignments	38-40
24.	Professional Employee Status for Teachers	41
25.	Salary Allowances for Additional Credits Under the Incentive Program	42
26.	Memorandums of Agreement Between the Board of School Directors of the Bethlehem Area School District and the Bethlehem Education Association	43
27.	Revisions to Board Policy Number 601 – Fiscal Objectives – Fourth Reading	44
28.	Revisions to Board Policy Number 706 – Property Records – Fourth Reading	45
29.	Tax Collection Commission Voting Delegates	46
30.	Budgetary Transfers	47
31.	Treasurer’s Report	48
32.	Monthly Bills	49
°33.	Budget Information	50

° Information Item Only

1. *Adoption of the National Incident Management System***INFORMATION:**

The Homeland Security Presidential Directive (HSPD) – 5, Management of Domestic Incidents, established guidelines and a system to unify and coordinate federal, state, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. The National Incident Management System (NIMS) is the nation's first standardized approach to incident management and response. The NIMS unifies federal, state, territorial, tribal, and local lines of government into one coordinated effort. This integrated system makes America safer by establishing a uniform set of processes, protocols, and procedures that all emergency responders, at every level of government, will use to conduct response actions. In conjunction with this mandate, it is the goal of the Readiness and Emergency Management for Schools (REMS) grant to have all schools in the Bethlehem Area School District NIMS compliant by January 31, 2011, and maintaining compliance from this date forward.

RECOMMENDATION:

That the Board of School Directors approves the attached resolution recognizing the adoption of the National Incident Management System as a system for preparing for, responding to, and recovering from disaster incidents regardless of cause, size, or complexity.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

**School Board of Bethlehem Area School District, Bethlehem, Pennsylvania
Adopting the National Incident Management System (NIMS)**

WHEREAS, the School Board of Bethlehem Area School District is committed to the safety and security of all students and staff, and to the continued cooperation with other government entities in regards to critical incident management and response; and

WHEREAS, the Homeland Security Presidential Directive (HSPD-5, February 28, 2003) established the NIMS; and

WHEREAS, the NIMS establishes a single, comprehensive approach to disaster incident management to ensure that all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to disaster incident management; and

WHEREAS, the NIMS provides a consistent, nationwide approach for federal, state, and local governments to work together to prepare for, respond to, and recover from disaster incidents regardless of cause, size or complexity; and

WHEREAS, the NIMS provides for interoperability and compatibility between federal, state and local capabilities and includes a core set of concepts, principles, terminology, and technologies; and

WHEREAS, the School Board of Bethlehem Area School District, Bethlehem, Pennsylvania deems the NIMS to be in the best interest of the students and staff of the Bethlehem Area School District.

AND NOW, this ____ day of _____, _____, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

Superintendent/Administrative Director

REMS, Project Director

Bethlehem Area School District
School Entity

Bethlehem Area School District School Board President

2. *Authorization to Expend 2010-2011 Budget Funds and Submit for e-Rate Reimbursement – Month-to-Month Telecommunications Services*

INFORMATION:

Quotes were solicited and received from vendors for the following services:

- A. Sprint Inc. currently provides service for administrative and emergency cellular telephones, some with two-way radio capability. This is a recurring monthly telecommunications service that expires on June 30, 2010.
- B. One Communication Inc. currently provides service for 202 POTS lines installed at 27 locations. This is a recurring monthly service that expires on June 30, 2010.

RECOMMENDATION:

That the administration is authorized to:

- A. Enter into a two-year agreement beginning July 1, 2010, with Sprint Inc., to provide recurring monthly service for 39 cellular telephones not to exceed \$14,481.24 annually and are authorized to submit the costs of this service for e-Rate reimbursement.
- B. Enter into a one-year agreement beginning July 1, 2010, with One Communication Inc., to provide recurring monthly service for 202 POTS lines installed at 27 locations not to exceed \$63,962.40 annually, and are authorized to submit the costs of this service for e-Rate reimbursement.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

3. *Authorization to Expend 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015 Budget Funds to Continue Participation in CIU20 WAN Project*

INFORMATION:

1. The CIU20 WAN Project provides commodity internet service, access to WAN resources, Internet2 resources, and PAIUNet resources (the statewide education network) to students and staff.
2. The district currently pays \$3,812 per month, which includes 64 percent e-Rate reimbursement, for internet and CIU20 WAN services.
3. By switching our internet service from RCN to PenTeleData, the district will be able to reduce the monthly internet and CIU20 WAN costs to \$2,887, which includes 64 percent e-Rate reimbursement.

RECOMMENDATION:

That the administration is authorized to enter into an agreement for five years beginning July 1, 2010, with CIU20 to participate in the WAN Project with CIU20 and PenTeleData to participate in the WAN Project.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

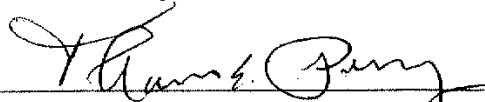
LETTER OF COMMITMENT

The Bethlehem Area School District is committed to participating in the CIU20 WAN Project to continue the regional education network. As such, our district accepts the responsibility to remain a part of the CIU20 WAN for the period beginning July 1, 2010 and ending June 30, 2015. The monthly cost for participation in the CIU20 WAN for Bethlehem Area School District is identified below and will be billed by CIU20 in installments (monthly or quarterly). It is recognized that a portion of this amount may be eligible for erate reimbursement and such reimbursements will be reconciled to the districts in accordance with their applicable erate discount percentage as it is received by CIU20. I understand that additional costs will be incurred if I request the purchase of additional commodity internet during the course of this commitment. Such requests will be made in writing to the CIU20 Technology Director at least 60 days in advance of service. The costs referenced below include all benefits associated with the WAN connection and are based on 13 members participating. Should fewer or more members choose participation, the PAIUNet and Internet2 costs may be slightly higher or lower.

Bethlehem Area School District is pleased to support the efforts of the consortium to improve the regional technology infrastructure, share resources and provide greater learning opportunities for the students we serve. Additionally, I understand that by signing this Letter of Commitment, Bethlehem Area School District will share in any proceeds or non-financial benefits acquired through the E-Fund grant application.

Bethlehem Area School District Monthly WAN Costs

Monthly Recurring WAN Circuit Cost (250MB Circuit)	\$2630.00
Monthly Commodity Internet Cost (100 MB x \$45/MB)	\$4500.00
Monthly Internet2 Cost (24MB Shared)	\$175.38
Monthly PAIUNet Cost (1000GB Shared)	\$307.69
Monthly CIU20 Cost Recovery Fee	\$50.00


Thomas E. Persing, Interim Superintendent

1-8-10
Date

Bethlehem Area School District Financial Analysis

CIU20 WAN Project

Current Monthly Costs	New Monthly Costs
• 50 MB WAN Circuit \$1709	• 250MB WAN Circuit \$2630
• 100 MB Internet \$7500	• 100 MB Internet \$4500
• Internet2 \$340	• Internet2 \$ 175
• PAIUNet \$333	• PAIUNet \$ 308
• Total \$9882	• Total \$7613
• eRate (64%) (\$6070)	• eRate (64%) (\$4726)
• Mo. District Cost \$3812	Mo. District Cost \$2887

Monthly District Savings \$3812 - \$2887 = \$925

60 Month Contract Savings \$925 X 60 = \$55,500

**4. *Authorization to Expend Capital Reserve Funds – Bids Opened
December 22, 2009 – Railing Repairs – Freedom High School***

INFORMATION:

Bids were received and publicly opened at 1:00 p.m., Tuesday, December 22, 2009, for:

Railing Repairs – Freedom High School

The bids have been tabulated and reviewed by the appropriate administrative and supervisory personnel. The recommendation of award is based upon the lowest responsible bidder meeting specifications. (The Tabulation of Bids is attached.)

RECOMMENDATION:

That the administration be authorized to award a contract to the lowest responsible bidder meeting specifications as indicated on the attached Tabulation of Bids subject to proper execution of contract documents and performance bond as required in the bid specifications.

Railing Repairs – Freedom High School

A.P. Houser Inc.

706 Walnut Street

Emmaus, Pennsylvania 18049

\$43,194

The Capital Reserve Fund has a fund balance of \$294,101.50 as of November 30, 2009.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: December 22, 2009

January 25, 2010

TABULATION OF BIDS
FOR
RAILING REPAIRS - FREEDOM HIGH SCHOOL

Base Bid
Alternate 1
Provide Stainless
Steel in Lieu of
Powdercoat

CC Inc. Construction Services	39,850.00	3,500.00
Clark Artistic Iron Inc.	66,288.00	7,440.00
Dewitt Fabrication	49,831.80	7,550.00
AP Houser Inc.	39,694.00	3,500.00
Lehigh Valley Welding Inc.	54,900.00	1,000.00
Weiss Construction Inc.	43,106.00	8,859.00

BID AWARD

8 specifications mailed
6 bids received

5. *Authorization to Restore Capital Reserve Funds – Roof Repairs – Freemansburg Elementary School – Change Order Deduct*

INFORMATION:

The Freemansburg Elementary School Roof Repairs Project is substantially complete. The roofing contractor, Eastern Roofing Systems Inc., has agreed to issue credit for unused project material allowance for a total deduct in the amount of \$2,935.

RECOMMENDATION:

That the Board of School Directors approves a change order credit in the amount of \$2,935 to Eastern Roofing Systems, for the unused project material allowance.

Account Code: 23-2600431-100-000-00-0000
Capital Reserve account – monies to be returned

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

6. *Energy Optimization Planning*

INFORMATION:

At the Board Facilities Committee Meeting on the November 9, 2009, the board reviewed an outline of Energy Optimization Planning that could be implemented for the district facilities with the goal of reducing energy consumption. The Energy Optimization Planning will not require any upfront investment by the district.

The board tabled this item at the November 17, 2009, Regular Board Meeting, asking for additional discussion at the January 11, 2010, Board Facilities Committee Meeting. The agreement was discussed at the January 11, 2010, Board Facilities Meeting with additional information being provided to the board following the meeting and with solicitor review of the agreement.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to enter into an agreement with D'Huy Engineering, Inc. to develop and implement the district's Energy Optimization Plan. The fee structure will be based on sharing the savings (50 percent D'Huy Engineering, Inc., 50 percent Bethlehem Area School District) derived from reduced energy consumption over a six year period. The agreement was reviewed with the solicitor and services will include:

1. Survey all facilities from an energy use perspective;
2. Develop a list of potential energy savings options;
3. Collaborate and provide leadership on the Energy Committee to be established by the district;
4. Develop a district energy policy;
5. Develop draft departmental guidelines;
6. Establish energy program baseline and create energy star portfolio;
7. Provide direction and input on the education and collaboration of energy savings to create a school community program that is focused on energy conservation.

AGREEMENT FOR ENERGY OPTIMIZATION PLANNING SERVICES
BETWEEN BETHLEHEM AREA SCHOOL DISTRICT
AND D'HUY ENGINEERING, INC.

THIS AGREEMENT ("Agreement") is made on this ___ day of January, 2010, by and between the Bethlehem Area School District (the "OWNER") and D'Huy Engineering, Inc., a Pennsylvania corporation ("ENGINEER").

The Owner and ENGINEER desire to enter into this Agreement, pursuant to which ENGINEER shall perform certain energy management services for the OWNER, as hereinafter provided. In consideration of the performance of services by ENGINEER and the payment for those services by the OWNER, the parties agree as follows:

1. BASIC SERVICES:

ENGINEER will provide an energy program (the "Energy Program") to the OWNER as described herein.

A. Area Served. The Energy Program shall provide OWNER with energy management recommendations for the efficient use of electricity natural gas, and/or fuel oil (collectively, "Energy") at the OWNER's facilities set forth on Attachment A (the "Facilities").

B. Staffing; Manager. ENGINEER will assign a part-time program manager. The Program Manager will be supported by other non-resident technical support.

C. Materials, Supplies and Equipment. ENGINEER will provide and maintain the computers and software, if any, required by ENGINEER to provide the Energy Program recommendations. OWNER will provide any incidental equipment such as temperature probes, etc.

D. Description of Services. The Energy Program includes providing recommendations for;

- i. optimizing the OWNER's energy consuming systems
- ii. energy efficiency upgrades, and educating and training the OWNER's staff and students on energy efficiency. ENGINEER will communicate and seek final approval from OWNER regarding decisions and changes relating to Energy and the Energy Program. Specific services will be provided as set forth below:

1. Survey of Facilities from Energy Use Perspective
2. To maintain and repair/replace any existing
3. Prioritize buildings by energy savings opportunities
4. Developing list of energy savings strategies and projects
5. Establish and participate in energy committee
6. Assist with development of district energy policy
7. Assist with establishing draft departmental guidelines
8. Develop energy program performance baseline
9. Review energy rate structures, prepare RFP for energy purchase and negotiate for the most competitive energy rate structures
10. Establish Energy Star portfolio manager and performance software files.

11. Assist with education and collaboration of energy programs

E. Energy Savings Partnership. ENGINEER will partner with Owner to create an annual Energy cost avoidance savings. Any savings reached in any given year shall be carried forward into the next year of the Energy Program.

The Energy Program developed by the Engineer through participation with the Owner shall include;

- i. Energy savings strategies and programs that require zero or minimal specific capital building improvements investment
- ii. Energy conservation projects defined in Article H
- iii. Energy purchase contracts to achieve competitive prices for the owner
- iv. Power purchase agreements including renewable energy where feasible
- v. Education and behavioral change requirements from users
- vi. Adjustment of temperatures and lighting parameters
- vii. Other items determined by Engineer to be energy savings measures

The Owner agrees as follows:

1. To actively participate in and cooperate with ENGINEER in the Energy Program
2. To maintain and repair/replace any existing building systems with comparable systems.
3. To implement all of the energy program items except for those requiring significant (greater than \$100,000 in aggregate per year) capital building improvements
4. To provide resources including all personnel and support necessary for participation in the energy program. This includes but is not limited to;
 - i. Energy committee participation
 - ii. Energy policy development and enforcement
 - iii. Departmental guidelines and enforcement
 - iv. Development and participation in educational programs at schools
 - v. Assignment of energy champions at all schools and departments
 - vi. Timely and cooperative implementation of the various steps and plan strategies

If the Owner fails to actively participate and cooperate with the aforementioned items, then ENGINEER shall be paid the minimal annual fee listed in Article 2.

F. Energy Baseline. During the first 60 days after the Commencement Date, the Parties will establish an Energy Baseline for Energy (consisting of electricity, natural gas and fuel oil) consumed by the OWNER's buildings (as shown on Attachment A). Based on current information, it is estimated that the twelve-month baseline will be in the range of \$4,200,000 to \$4,500,000. Once the Energy Baseline has been agreed upon by both parties in writing, the OWNER's annual utility cost avoidance savings will be calculated utilizing the Energy Cost Avoidance Savings Determination methodology as described below in section G.

The Energy Baseline is subject to modification following the initial Energy analysis that ENGINEER will perform during the first 60 days after the Commencement Date as outlined in Section I.

G. Energy Cost Avoidance Savings Determination. The total Energy cost avoidance savings shall be determined by adding the following three potential savings streams. (1) Energy consumption savings, which will be recorded by ENGINEER and reported to OWNER on a monthly basis; (2) fuel procurement savings, which will be tracked by ENGINEER; and (3) Energy rate savings, which shall be identified by ENGINEER if such savings are obtained. An example of the "Energy Cost Avoidance Savings" calculation is attached (Attachment B).

1. Energy Consumption Savings: "Energy Consumption Savings" are documented savings achieved by ENGINEER through a reduction in any Energy consumption (for electricity, natural gas, or fuel oil) for the OWNER. Examples of Energy Consumption Savings include, but are not limited to: (a) changes in behavior and use of facilities; (b) HVAC control system enhancements (c) modification of operating practices and (d) replacement of equipment or modifications to equipment to improve energy efficiency. ENGINEER will calculate Energy Consumption Savings achieved by subtracting energy consumption for the current monthly billing period from the Energy Baseline energy consumption for the corresponding month.

The monthly saving in dollars is equal to the Energy Consumption Savings multiplied by the current applicable utility rate unit cost plus the energy rate savings, or the difference in cost between the current monthly utility bill and the Base Year utility bill, whichever is greater.

The consumption calculations and utility rates will be based on monthly bills for each individual school or building. Both ENGINEER and the OWNER acknowledge that different buildings have different utility pricing structures (rates) and that the cost avoidance savings will be calculated on a per school per month basis and then accumulated at the end of the twelve month evaluation period.

2. Fuel Procurement Savings: "Fuel Procurement Savings" are cost savings achieved by proactively switching to a more economical source of energy (i.e. switching from natural gas to fuel oil).

3. Energy Rate Savings: "Energy Rate Savings" are cost savings achieved directly through a reduction in utility rates (i.e. negotiating a better electric rate or identifying a billing error). Some examples of the means by which Energy Rate Savings could be achieved are: (i) improved rate from local electric utility company, natural gas company or fuel company, etc.; (ii) direct purchase of natural gas or electricity; (iii) bulk purchase of fuel; or (iv) identification of utility billing error. Reductions in utility rates that do not result from the Energy Program shall not be included when determining Energy Rate Savings.

Energy Program performance will be monitored monthly but the annual performance measurement will be made at the end of the first twelve months of the contract period and every twelve months thereafter.

H. Energy Conservation Projects. OWNER will be provided the option to invest in Energy conservation projects (the "Energy Conservation Investments") during the Term of the Agreement. The Energy conservation projects will be identified by ENGINEER and are subject to modification during the term of the contract. Any energy conservation projects identified by ENGINEER and that are implemented will also be used to calculate energy cost avoidance savings and the six year period for savings specific to each project will begin only after the energy conservation project is implemented and operational.

I. Adjustments to the Energy Baseline.

The Energy Baseline will be reviewed and adjusted to reflect changes in the following elements that are beyond ENGINEER's control and the scope of the Energy Program.

- (a) any inaccuracy or breach of, or the failure to fulfill, any representations made by OWNER;
- (b) any net additional square footage due to new areas, buildings, or other facilities that are commissioned;
- (c) any change in base utility rates, associated charges or other costs to provide Energy to the Facilities that are not caused directly by ENGINEER;
- (d) any increase or decrease in Energy consumption resulting from any change in use or programming within any part of any Facility (for example, from areas used primarily during the day to areas used primarily at night or around the clock, or from different functional uses with different Energy requirements).
- (e) any federal, state or local governmental fees or taxes;
- (f) any operating adjustments due to regulatory compliance requirements;
- (g) weather adjustments; or
- (h) any other adjustment on which the Parties may agree in good faith.

OWNER agrees that it will notify ENGINEER promptly in advance of any changes or proposed changes in: (i) the condition and manner of use of any portion of any of the Facilities; (ii) the schedule of any area's operation within any of the Facilities; (iii) any item identified above in this Section; (iv) any change in conditions from those present on the Commencement Date; and (v) any other item reasonably anticipated to cause a change in Energy consumption by any portion of any of the Facilities, through no fault of ENGINEER.

ENGINEER will review the elements of any adjustment to the Energy Baseline with OWNER. ENGINEER and OWNER will negotiate in good faith and in a timely manner to adjust the Energy Baseline appropriately.

Any negotiated adjustments to the Energy Baseline will be set forth in writing and signed by authorized representatives of each respective Party.

J. Extra Services. The scope of the Energy Program is limited to the description provided above in the Agreement, this Exhibit A, and its Attachment, but ENGINEER may offer to schedule and provide other services as Additional Services (such as expanding this Energy Program to include other utilities or other facilities) at OWNER's request. ENGINEER and OWNER shall agree in advance on any additional fees that may be required for the provision of Additional Services. ENGINEER may also offer recommendations to further reduce the OWNER's Energy costs. ENGINEER will not implement recommendations without receiving approval from OWNER.

2. PAYMENTS TO ENGINEER.

The OWNER shall pay ENGINEER 50% of all energy cost avoidance savings for the first six years after the energy plan has been implemented, **including the first year of implementation**. IF the OWNER does not implement the plan the minimal annual fee shall be \$25,000.

Should the scope of the Services to be provided to the OWNER increase beyond the scope of work set forth in Exhibit A, or should the OWNER request that ENGINEER perform any services beyond the scope of Services set forth in Exhibit A, ENGINEER's fee will be adjusted as mutually agreed to by the OWNER and ENGINEER. ENGINEER shall invoice the OWNER for the annual fee. The OWNER shall make payments to ENGINEER forty five (45) days after receipt of ENGINEER's invoices.

3. Indemnification. Each party hereto agrees to indemnify and hold harmless the other party and its officers, directors, agents and employees from and against claims, actions, causes of action, costs, injuries, damages, liabilities and expenses, including reasonable attorney's fees and court costs (collectively, "Losses"), for bodily injury, including death, or property damage, arising directly out of any solely negligent act or failure to act, or willful misconduct of the indemnifying party or any of its officers, directors, agents or employees in performing its obligations under this Agreement. Each party agrees to provide the other party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Paragraph without the other party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other party has in writing rejected, denied or otherwise declined the indemnification request with respect to such loss or claim. Each party agrees to cooperate fully with the other party in the investigation, defense and settlement of all such losses and claims. **This provision shall not be interpreted to waive OWNER's rights set forth in the Political Subdivision Tort Claims Act, 42 pa.CSA 8542 (immunity) and 8553 (limitation of damage).**

4. Term; Termination. The term of this Agreement shall be for a period of six (6) years, beginning December, 2009 (the "Commencement Date"). Either party may terminate this Agreement at any time, in whole or in part, upon thirty days' written notice to the other party. In the event this Agreement is terminated pursuant to this paragraph, ENGINEER shall be compensated for services properly rendered through the date of termination and for fees based on 50% of the cost avoidance savings for six years for any strategies developed and plan implementation. **The cost avoidance savings for each of the six (6) years shall be the cost avoidance savings calculated in the last full year prior to termination.**

5. Documents. All documents, drawings and surveys (including those in electronic form) prepared by ENGINEER pursuant to this Agreement are the property of the OWNER; provided, however, that any such use of such documents, drawings and surveys, other than for the Services, shall be at the OWNER's sole risk and without liability to ENGINEER.

6. Confidentiality. All financial, statistical, operating and personnel materials and information, including but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in ENGINEER's business or the business of any subsidiary or affiliate of ENGINEER, shall be the property of ENGINEER and shall be confidential. ENGINEER shall keep such information confidential and shall so instruct its agents, employees and independent contractors, and the use of such information by the OWNER in any manner shall not affect ENGINEER's ownership or the confidential nature of such information. The OWNER shall not photocopy or otherwise duplicate any such materials without the prior written consent of ENGINEER.

OWNER agrees that all proprietary computer software, signage, and marketing and promotional literature and material used by ENGINEER in providing services pursuant to this Agreement (the "Proprietary Material") shall remain the property of ENGINEER, notwithstanding the fact that the OWNER may have been charged for the use of such materials. ENGINEER grants OWNER a non-exclusive right to use the Proprietary Material for the Term of this Agreement. All patents, copyrights, trade secrets and other proprietary rights in or related to the Proprietary Material are and will remain the exclusive property of ENGINEER, whether or not specifically recognized or perfected. OWNER will not take any action that jeopardizes ENGINEER's proprietary rights or acquire any rights in the Proprietary Material. Unless otherwise agreed, ENGINEER will own all rights in any copy, modification, adaption, or derivation of the Proprietary Material, including any improvement or development thereof. OWNER will obtain, at ENGINEER's request, the execution of any instrument that may be appropriate to assign these rights to ENGINEER or to perfect these rights in ENGINEER's name. Upon the conclusion or other termination of this Agreement, all use of trademarks, service marks, and logos owned by ENGINEER or licensed to it by third parties shall be discontinued by the OWNER and the OWNER shall immediately return any Proprietary Material to ENGINEER.

7. Hazardous Substances; Pre-Existing Conditions. ENGINEER has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to OWNER or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, pollutants, or contaminants (collectively, the "Hazardous Substances") at the OWNER's facilities or their surrounding premises; and such duties have not been included in ENGINEER's fees. To the extent the OWNER has knowledge, the OWNER will inform ENGINEER of the presence of such Hazardous Substances and acknowledges that ENGINEER employees will not be required to work in any location where they could be exposed to such Hazardous Substances.

8. Changes in Scope of Work. The OWNER may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions, but no such work shall be performed unless and until such change is in writing and signed by the OWNER. In the event any such changes cause an increase or

decrease in the cost of performing services hereunder, an appropriate price adjustment shall be included in the written change order signed by the OWNER.

9. Late Payments. If any amount due to ENGINEER under this Agreement is not paid in full within thirty (30) days after its due date, then the unpaid portion will bear interest, from the due date until paid, at a rate of 1.5% compounded monthly. To protect its payment rights, ENGINEER, at its option and upon written notice if and so long as any payment under this Agreement is past due more than 60 days, may require OWNER to pay the ENGINEER's fees two (2) weeks in advance. The right of ENGINEER to charge interest for late payments shall not be construed as a waiver of ENGINEER's right to receive payment promptly, in accordance with the terms of this Agreement. In the event that ENGINEER incurs legal fees and costs in enforcing its right to payment, the OWNER agrees that it shall be liable to reimburse ENGINEER for those fees and costs.

10. Force Majeure. If either party is rendered unable to perform its duties under this Agreement, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The party rendered unable to perform due to force majeure must notify the other party immediately. If either party's inability to perform exceeds 120 days, then either party may terminate this Agreement by written notice, effective upon the other party's receipt.

11. Attorney's Fees. In any action at law or in equity to enforce any of the provisions or rights arising under this Agreement, the prevailing party in such litigation, as determined by a court of proper jurisdiction in a final judgment or decree, shall be entitled to its costs, expenses and reasonable attorneys' fees incurred therein.

12. Assignment; Successors and Assigns. Neither party may assign this Agreement without the other party's prior written consent; provided, however, that either party may assign the Agreement to an Affiliate (including an Affiliate of its ultimate parent corporation) without the consent of the other party. For purposes of this Agreement, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Controlling Law; Construction. This Agreement is to be governed by the laws of the Commonwealth of Pennsylvania. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

14. Entire Agreement; Conflict. This Agreement represents the entire agreement between ENGINEER and the OWNER and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the OWNER and ENGINEER. In the event of a conflict between this Agreement and a proposal from ENGINEER or any exhibits hereto, this Agreement shall control.

15. Insurance; Waiver of Subrogation. ENGINEER will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, ENGINEER will carry comprehensive general liability insurance (including coverage for products liability, negligent acts and broad form vendors' coverage), with limits of no less than One Million Dollars (\$1,000,000) combined single limit per occurrence. ENGINEER will furnish to OWNER, upon request, a certificate of insurance which states that such coverage is in effect. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring, to the extent covered by insurance. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies, but does not waive personal injury or death claims. A waiver of subrogation shall be effective as to a person or entity even though he, she or it would otherwise have a duty of indemnity, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

16. Waiver of Consequential Damages. In no case shall either Party be liable for any loss of business, business interruption, consequential or indirect damages.

17. Limitation of Liability. ENGINEER's liability for services rendered pursuant to this Agreement shall not under any circumstances exceed the amount of ENGINEER's Fee.

18. Notice. Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery services, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). All notices will be addressed to the receiving Party at the following address (or other such address of which that Party has given prior notice).

19. Owner's Responsibilities. OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Projects.

Provide all criteria and full information as to OWNER's requirements for the Projects, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Projects.

Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Projects, including previous reports and any other data relative to design or construction of the Projects.

Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney and other consultants as OWNER deems appropriate for

such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

Bear all costs incident to compliance with the requirements of this Section 2.

~~20. Risk Allocation OWNER and ENGINEER have discussed the risks, rewards and benefits of the Project and the design professional's total fee for services. The risks from ENGINEER to OWNER have been allocated such that the OWNER agrees that to the fullest extent permitted by law, ENGINEER's total liability to OWNER for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of \$100,000.00. Such causes include but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~

20. Miscellaneous This Agreement together with the Exhibits and schedules identified herein constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

21. Exclusions As design professionals in private practice, our professional liability insurance limits the scope of services to exclude the following: Hazardous materials including, but not limited to, asbestos, radon, lead and nuclear energy. However, we will provide the names of consultants providing the excluded services.

Engineer will not be responsible for any contractor or other personnel safety or security operations or practices and any construction means or methods. Any safety or security program issues and construction means or methods shall not create any liability for Engineer.

Engineer will not be responsible for any building maintenance items that result in injury or are the result of a claim unless specific written recommendations for that item were provided by Engineer.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: THE BETHLEHEM AREA SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

ENGINEER: D'HUY ENGINEERING, INC.

By: _____

Printed Name: Arif Fazil

Title: President

Date: _____

ATTACHMENT A

DESCRIPTION OF BUILDINGS INCLUDED IN THE ENERGY PROGRAM

A list of each of OWNER's buildings and corresponding gross square footage (subject to adjustment of the Energy Baseline for any change in their primary function or primary schedule of usage for primary function from that in effect as of the Commencement Date), to the extent included within the Energy Program, is as follows:

#	Building Name	Square Feet
	ELEMENTARY SCHOOLS	
1	SPARK (Pre-K)	26500
2	Asa Packer	48400
3	Buchanan	33100
4	Calypso	34000
5	Clearview	55000
6	Donegan	71000
7	Farmersville	61800
8	Fountain Hill	82000
9	Freemansburg	47500
10	Governor Wolf	48000
11	Hanover	30500
12	Lincoln	54200
13	Marvine	55400
14	Miller Heights	51000
15	Spring Garden	66500
16	Thomas Jefferson	38500
17	William Penn	38500
	MIDDLE SCHOOLS	
18	New Broughal	185000
19	East Hills	193000
20	Nitschmann	144500
21	New Northeast	187000
	HIGH SCHOOLS	
22	Freedom	385000
23	Liberty	483000
	MISCELLANEOUS FACILITIES	
24	Education Center	36000
25	Lafayette	1500
26	Monocacy	11400
27	Rosemont	34000
28	Maintenance	11800
29	Transportation	12200

Attachment "B"

Energy Cost Avoidance Savings Determinations:

1a. Energy Consumption Savings - reduced consumption only

Energy Consumption Cost Savings (1a)	=	Energy Consumption Savings	X	Current Utility Rate
Energy Consumption Savings	=	Baseline Energy Consumption	-	Current Energy Consumption
Baseline Energy Consumption	=	Corrected Weather-Related Consumption	+	Historical Linear Energy Consumption (non-weather related)
Corrected Weather-Related Consumption	=	Historical Weather-Related Energy Consumption	X	Degree-Day Data from Current Period ÷ Degree-Day Data from Historical Period
Historical Energy Consumption	=	Historical Weather-Related Energy Consumption	+	Historical Linear Energy Consumption (non-weather related)

1b. Energy Consumption Savings - combined reduced consumption and reduced rate

Energy Consumption Cost Savings (1b)	=	Baseline Year Utility Bill	-	Current Year Utility Bill
Baseline Year Utility Bill	=	Baseline Year Energy Usage	X	Baseline Year Utility Rate
Current Year Utility Bill	=	Current Year Utility Usage	X	Current Utility Rate

2. Fuel Procurement Savings

Fuel Procurement Savings	=	Baseline Energy Source Costs Eliminated	-	Current Energy Source Costs Added
Baseline Energy Source Costs Eliminated	=	Corrected Baseline Energy Source Usage	X	Baseline Utility Rate
Current Energy Source Costs Added	=	Corrected Current Year Energy Source Usage	X	Current Utility Rate

3. Energy Rate Savings

Energy Rate Savings	=	Utility Rate Reduction	X	Current Utility Consumption
Utility Rate Reduction	=	Annual Utility Rate	-	Negotiated Utility Rate

TOTAL Energy Cost Avoidance Savings	=	Item 2	+	<i>the greater of</i>	(Item 1a + Item 3) or (Item 1b)
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7. *Approval of Revised Grade 4 and Grade 5 Health Curriculums*

INFORMATION:

The Community Health Department of St. Luke's Hospital and Health Network with the support of the Bethlehem Health Bureau applied for and received a grant that would provide funds to address specific high-risk behaviors and pregnancy prevention in elementary and middle schools. The targeted population of the grant is fifth grade students. At the same time, the growth and development program used in the elementary schools was being reviewed for updates and changes needed to align the program with state standards.

The intent of the grant is to assist in the development of a new curriculum for growth and development that would include HIV/AIDS and other life threatening communicable diseases. The monies could be used to purchase supplies and support curriculum development and/or curriculum purchase.

St. Luke's will work collaboratively with the school district administration, the Bethlehem Health Bureau, Lehigh University, and Moravian College to use the appropriate curriculum and train senior level students to conduct the curriculum instruction in the fifth grade.

To prepare the fifth grade students, a fourth grade component was developed to begin the discussion of hygiene and personal choices and consequences. These topics were specifically requested by district administration.

This information was reviewed with the board at the January 19, 2010, Board Curriculum Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached revised Grade 4 and Grade 5 Health Curriculums.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

Name of Course: Growth and Development, Hygiene and Decision Making	
DRAFT	
Grade Level(s): 4	
Unit	
One	
Estimated Instructional Time:	
45 to 60 minutes	
PA Academic Standards:	
10.2 Healthful Living	
A. Identify personal hygiene practices	
B. Identify the steps in a decision making process	
Anchors/Eligible Content (as appropriate):	
N/ A	
Unit (Strand) Objectives:	
Students will understand the normal physical changes in puberty of skin and the endocrine system.	
Students will be introduced to personal hygiene practices that protect individuals from infections	
Students will be introduced to personal choices and consequences of actions	
Enabling Objectives:	
Students will attain knowledge of how to care for their changing bodies	
Students will identify their own concerns of puberty so they may begin to self-implement resolutions to conflicts and decision-making skills.	
Text/Resource Materials:	
Handouts	
Activities:	
Class will meet with guest speaker to review hygiene, play games and complete handouts	
Stand Up/Sit Down Decision Making Activity	
Peer Pressure Activity	
Handouts:	
No Sweat	
Look Good Feel Great	
Assessment:	
Oral interactions/verbal assessment-questions and answers	
Teacher noted improved personal hygiene	
Extensions/Enhancements:	
Read books about growing up and having new responsibility or being allowed to do something and write a report	
Discuss hygiene in science and how being clean can protect you from diseases.	
Take home assignments:	
My Self Portrait	
A list of books available in the school library and the Bethlehem Public Library on these topics will be given to the students.	
Possible Books:	
What's Happening to Me? For Boys Alex Firth	
The Care and Keeping of You The Body Book for Girls Valorie Lee Schafer*	
My Body Myself for Girls Lynda Madaras and Area Madaras*	
My Body Myself for Boys Lynda Madaras and Area Madaras*	
Remediation/Modifications:	
One on one personal discussion about hygiene as needed directed by guidance and/or certified school nurse.	
Parental contact as needed	

Name of Course: Menstruation DRAFT
Grade Level: 5
Unit 1
Estimated Instructional Time: 45 to 60 minutes
PA Academic Standards: 10.1 Concepts of Health A. Describe growth and development changes that occur between childhood and adolescence B. Identify and describe the structure and function of the reproductive system C. Identify health problems that can occur throughout life and describe ways to prevent them, i.e., STI's, HIV/AIDS 10.2 Healthful Living A. Explain the relationship between personal health practices and individual well-being B. Describe the steps of decision making process to health and safety issues 10.3 Safety and Injury Prevention A. Explain safe practices 1. Personal safety 2. Communication B. Know appropriate emergency responses 1. Universal Precautions
Anchors/Eligible Content (as appropriate): N/ A
Unit (Strand) Objectives: Students will take an active role in managing their body's health and safety Students will understand and apply personal hygiene practices that protect individuals from infections Students will begin to apply personal choice and understand the consequences of actions
Enabling Objectives: Students will know and use the proper words for body parts, both their own and those of the opposite sex Students will know how male and female bodies grow and differ Students will know what STI's are and understand how they can protect themselves from these infections
Text/Resource Materials: Handouts
Activities: Class will be lead by a guest facilitator (nursing students, public health students, education students from area colleges) gender specific. Set ground rules for discussion, respect, no put downs and confidential discuss with parents or trusted adult only View video TBD Complete Anatomy Worksheets and girls review Menstruation Vocabulary Worksheet Introduce concepts of STI's Complete HIV Transmission Myth/Fact worksheet Play STI handshake game
Assessment: Oral interactions/verbal assessment-questions and answers
Extensions/Enhancements: Play Trivia Game and Puberty Trivia (at home assignment) Discuss bacteria/viruses in science

Read books stories about children with communicable and non communicable diseases and write a book report on a story

Remediation/Modifications:

Students will receive a list of books available in the school library and the Bethlehem Public Library on these topics will be given to the students and students will be instructed to have further discussions with their parents or another trusted adult

Possible Books:

What's Happening to My Body? Book for Girls Lynda Madaras and Area Madaras*

What's Happening to My Body? Book for Boys Lynda Madaras and Area Madaras*

girlolgy Melisa Holmes, M.D. and Trish Hutchison, M.D.*

Sexually Transmitted Diseases Tassia Kolesnikow

You Can Call me Willy Joan C. Verniero*

The Boy's Body Book Kelli Dunham

The Girl's Body Book Kelli Dunham

8. *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.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

Name of Agency/Organization: Bethlehem Township Volunteer Fire Company

Address: 1919 8th Street, Bethlehem, PA 18020

Phone number: 610-694-0062

Contact Person: Don Norder

Email address: Norder.D@BTVFC.org

Web Site address: www.BTVFC.org

Number of students requested: 2-4 ***Minimum age:*** 16

Description of service opportunities: Stocking trucks, washing vehicles, help with fundraising activities, provide support to EMT's.

Minimum Time of Service Per Shift or Session: Varies

Hours agency is open to community service students: Evenings and weekends

Dress requirements: Casual (jeans ok)

Supervision provided by: Don Norder, Dave Stapinski

Training and/or orientation: Provided 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.	(Y)
This agency conducts events/activities where alcohol is served.	(N)
(Parental Waiver is needed if alcohol is served)	

Name of Agency/Organization: Lehigh Valley Zoo

Address: 5150 Game Preserve Road, P.O. Box 519, Schnecksville, PA 18078

Phone number: 610-799-4171

Contact Person: Courtney Novotnak

Email address: Cnovotnak@lvzoo.org

Web Site address: www.lvzoo.org

Number of students requested: Unlimited ***Minimum age:*** 15

Description of service opportunities: Special events, Horticulture, Guest Services, Animal Docent Program, and administrative help.

Minimum Time of Service Per Shift or Session: 1 to 2 Hours

Hours agency is open to community service students: 9:00 pm to 4:00 pm, Daily

Dress requirements: Closed toe shoes

Supervision provided by: Courtney Novatnek

Training and/or orientation: Provided on site

Additional information or comments:

This agency carries liability insurance covering students on site.	(N)
This agency participates in court ordered community service activities.	(Y)
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)	

9. *Student Discipline - #0951284 – 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 0951284.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

10. *Student Discipline – #0944340, #0945574, #0949096, #0951041, #0955050, #0965480, and #1009467 – 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 seven students in violation of District Policy 233.

RECOMMENDATION:

That the Board of School of School Directors adopts the waivers relating to Student Numbers 0944340, 0945574, 0949096, 0951041, 0955050, 0965480, and 1009467.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

11. *Federal/State Program Budgets*

INFORMATION:

The 2009-2010 Budget included \$18,985,368 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 2009-2010 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 \$18,985,368 to \$19,106,583.

RECOMMENDATION:

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

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

2009-2010 FEDERAL/STATE PROGRAM BUDGETS

<u>Program Name</u>	<u>Approved Budget</u>	<u>Amended Budget</u>	<u>Increase/ (Decrease)</u>
Inclusive Practices Mini Grant	0	14,964	14,964
Keystone Stars	0	42,525	42,525
Learn and Serve C I	0	8,000	8,000
Safe Routes to School	0	5,000	5,000
Title I : Academic Awards	0	7,200	7,200
Title III : LEP	253,281	296,807	43,526
TOTAL ADJUSTMENTS		121,215	

APPROVED FEDERAL/STATE BUDGET REVENUES/EXPENDITURES \$18,985,368

AMENDED FEDERAL/STATE BUDGET REVENUES/EXPENDITURES \$19,106,583

12. *Impact Aid, Section 8003*

INFORMATION:

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

RECOMMENDATION:

That the administration be authorized to develop and submit an application reporting the necessary data for the 2009-2010 school year in order to access the 2011 Impact Aid funds under Impact Aid, Section 8003.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

13. *Lowe's Toolbox for Education Grant*

INFORMATION:

Lowe's Toolbox for Education grant program is funded by the Lowe's Charitable and Educational Foundation, which has supported thousands of grassroots community and school projects in the communities where Lowe's does business. The program offers small grants in the amount of up to \$5,000 each to public schools and public school parent teacher groups.

The Lowe's Toolbox for Education grant of up to \$5,000 will be administered to make the Family Center at Calypso Elementary School a more comfortable place where parents can come when they are in need of resources that will assist them in times of need.

The Calypso Elementary School staff has developed an application for this grant in order to improve our ability to provide for the needs of our families and community.

RECOMMENDATION:

That the administration be authorized to submit an application to the Lowe's Charitable and Educational Foundation on behalf of Calypso Elementary School for a grant in the amount of \$5,000.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

14. *Memorandum of Understanding Regarding Race to the Top (RTTT) Grant***INFORMATION:**

Race to the Top (RTTT) is a competitive grant opportunity for states, and it represents the largest discretionary funding for education reform ever made available by the federal government. The total amount available nationally is \$4.3 billion, with Pennsylvania eligible for up to \$400 million.

RTTT rules call for at least 50 percent of a state's grant be passed directly through the districts for district- and school-level reforms. School districts are invited to join in a state's RTTT application by committing to implement all or a substantial part of the state's plan and sharing in the 50 percent of the state's grant award that is earmarked for participating districts.

Through correspondence from the Pennsylvania Department of Education (PDE) and the Colonial Intermediate Unit 20, Bethlehem Area School District has reviewed the information and viewed webinars offered regarding RTTT. A letter was sent to PDE on December 17, 2009, indicating that the district intends to join in the application of the RTTT grant as a participating district.

A Memorandum of Understanding (MOU) must be submitted to PDE by January 13, 2010, for any district wishing to continue. The MOU does not commit the district, however, it shows the intent to work together with the teachers' union to develop a plan if the district is awarded the grant money. The district would be in the running for \$3 to \$8 million from RTTT.

This information was reviewed with the board at the Board Finance Committee Meeting on January 11, 2010. The Bethlehem Education Association Rep Council also met and informed the district that if the district is awarded RTTT grant money, they are willing to work together with the administration to develop a plan. To meet the PDE requirements of submitting the MOU by January 13, 2010, the board gave verbal approval to submit the MOU by the deadline date. Attached is the MOU that was sent to PDE on January 12, 2010, via email, and confirmed by PDE that they received the MOU.

Addendum 2

Pennsylvania Race to the Top Memorandum of Understanding for Participating Districts

This Memorandum of Understanding ("MOU") is entered into by and between the Commonwealth of Pennsylvania ("State") and Bethlehem Area SD ("Participating District"). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Race to the Top grant project.

I. SCOPE OF WORK

Exhibit 1, the Preliminary Scope of Work, indicates the Required Activities consistent with the State's proposed reform plans ("State Plan"), which the Participating District is agreeing to implement.

II. PROJECT ADMINISTRATION

A. PARTICIPATING DISTRICT RESPONSIBILITIES

In assisting the State in implementing the tasks and activities described in the State's Race to the Top application, the Participating District subgrantee will:

- 1) Implement the District plan as identified in Exhibit I of this agreement;
- 2) Actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the State or by the U.S. Department of Education ("ED");
- 3) Post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned developed using funds associated with the Race to the Top grant;
- 4) Participate, as requested, in any evaluations of this grant conducted by the State or ED;
- 5) Be responsive to State or ED requests for information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered;
- 6) Participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

B. STATE RESPONSIBILITIES

In assisting Participating Districts in implementing their tasks and activities described in the State's Race to the Top application, the State grantee will:

- 1) Work collaboratively with, and support the Participating District in carrying out the District Plan as identified in Exhibit I of this agreement;
- 2) Timely distribute the District's portion of Race to the Top grant funds during the course of the project period and in accordance with the District Plan identified in Exhibit I;
- 3) Provide feedback on the District's status updates, annual reports, any interim reports, and project plans and products; and
- 4) Identify sources of technical assistance for the project;



Addendum 2 – continued

Pennsylvania Race to the Top
Memorandum of Understanding for Participating Districts – continued

C. JOINT RESPONSIBILITIES

- 1) The State and the Participating District will each appoint a key contact person for the Race to the Top grant.
- 2) These key contacts from the State and the Participating District will maintain frequent communication to facilitate cooperation under this MOU.
- 3) State and Participating District grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 4) State and Participating District grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating District, or when the District Plan requires modifications.
- 5) Nothing in this MOU shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded under federal, state, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements. By way of the signatures below, the Participating District and local teachers' union agree that if the State's application is funded they will bargain in good faith regarding those elements of the Participating District's plan in Exhibit I that are mandatory subjects of collective bargaining or are contrary to any provision of the collective bargaining agreement between the Participating District and the union; and further agree that those portions of Exhibit I that are mandatory subjects of bargaining, as provided by the Public Employee Relations Act and decisions of the PA Labor Relations Board or courts, or are contrary to any provision of the collective bargaining agreement shall be implemented only upon agreement of the Participating District and the union.

D. STATE RECOURSE FOR DISTRICT NON-PERFORMANCE

The State intends to conduct reviews of Participating District progress in plan implementation three times per year. If the State determines that the District is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the State grantee will take appropriate enforcement action, which could include a collaborative process between the State and the District, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including putting the District on reimbursement payment status, temporarily withholding funds, disallowing costs or terminating this MOU for non-compliance.

III. ASSURANCES

The Participating District hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Is familiar with the State's Race to the Top grant application and is supportive of and committed to working on all or significant portions of the State Plan;
- 3) Agrees to be a Participating District and will implement those portions of the State Plan indicated in Exhibit I, if the State application is funded;

EXHIBIT I: RACE TO THE TOP PLAN

Addendum 2 – continued

Pennsylvania Race to the Top Memorandum of Understanding for Participating Districts – continued

- 4) Will provide a Final Scope of Work in a form to be prescribed by the State only if the State's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will describe in the Final Scope of Work the District's specific goals, activities, timelines, budgets including budget detail by line item, key personnel, and annual targets for key performance measures attached as an Addendum to that certain letter from Pennsylvania Secretary of Education Gerald Zahorchak to District dated January 5, 2010 which is incorporated herein by reference ("District Plan") in a manner that is consistent with (i) the Preliminary Scope of Work (Exhibit I) and (ii) the State Plan; and which Final Scope of Work will be subject to State approval and will be incorporated by reference into this MOU; and
- 5) Will comply with all of the terms of the Grant, the State's subgrant, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

IV. MODIFICATIONS

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with ED. In particular, the approval of State shall be required for changes in any budget line items once a Final Scope of Work has been approved including shifting of costs between or among line items.

V. DURATION/TERMINATION

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

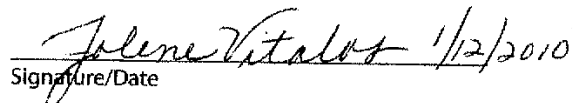
VI. SIGNATURES

District Superintendent:

 12/4/2010
Signature/Date

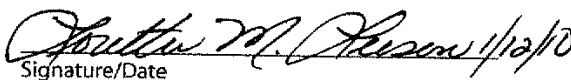
Thomas E. Persing, Ed.D.
Print Name/Title Acting Superintendent

Local Teachers' Union Leader:

 1/12/2010
Signature/Date

Jolene Vitalos, President
Print Name/Title Bethlehem Education Assoc.

President of Local School Board:

 1/12/10
Signature/Date

Loretta M. Leeson, President
Print Name/Title Board of School Directors

Authorized State Official:

By its signature below, the State hereby accepts the District as a Participating District.

Signature/Date

Print Name/Title



Addendum 2 – continued

Pennsylvania Race to the Top

Memorandum of Understanding for Participating Districts

Participating District hereby agrees to participate in implementing the State Plan in each of the areas identified below. The terms and conditions of Addendum 1 of that certain Letter from Secretary of Education Gerald Zahorchak to superintendents of Pennsylvania School Districts dated January 5, 2010 which provides additional detail on the required activities under the Primary Objectives set forth below are hereby incorporated by reference and made a part of this Exhibit I.

EXHIBIT I PRELIMINARY SCOPE OF WORK for Participating Districts

District hereby agrees to participate in implementing the State Plan in each of the areas identified below.

Primary Objective	Required Activity
Strengthen and expand the standards-aligned system (SAS) and develop data systems capable of supporting reform	<p>Implement a high quality curriculum that is aligned with standards, assessments, curriculum framework, instruction, materials and interventions (B)(3)</p> <p>Implement a system of assessments with capacity to inform instruction on timely and regular basis (B)(3)</p> <p>Implement a system to use real-time student data to identify students at academic risk in grade 6 and above. (C)(3)</p> <p>Implement a SIS that provides real-time student data and can communicate with PIMS (C)(3)(i)</p> <p>Provide collaborative time for teachers to review real-time student data to drive instruction</p>
Develop a world-class human capital pipeline for teachers and leaders	<p>Develop a human capital plan to identify strategies based on district needs to attract and retain effective teachers, limit teacher vacancies, staff hard to-staff subjects, and address the equitable distribution of highly effective teachers (D)(3)(i) and (ii)</p> <p>Adopt the state-developed standard application for prospective teachers.</p> <p>Provide signing and retention bonuses for effective teachers and principals in hard-to-staff schools and subject areas (optional activity)</p>
Create a coherent approach to professional development	<p>Adopt a career ladder for promotion, additional compensation and advancement of teachers based on responsibility and other factors including student growth (optional activity)</p> <p>Provide professional development to teachers based on the needs evidenced by teacher evaluation results (D)(5)(i)</p> <p>Provide professional development to all district instructional staff on effective instructional practices including:</p> <ul style="list-style-type: none"> - The use of data including diagnostic and formative assessment tools to differentiate classroom instruction (C)(3)(ii) - SAS tools and resources - Response to Instruction and Intervention (RtII) - Systems to identify students at risk - Development of Individual Learning Plans (D)(5)(i) <p>Provide professional development to high school teachers in providing high-rigor coursework (e.g., AP, IB or Dual Enrollment).</p>
Turn around the lowest performing schools	N/A
Evaluate programs and identify and spread best practices	<p>Provide data and access to PDE to evaluate and study RTTT strategies and activities (C)(3)(iii); (D)(5)(ii)</p> <p>Review available research and evaluations when developing school reform plans and work with PDE and the State's technical assistance network to implement best-practices</p>

Initials: Superintendent KEB School Board President AKM Union President JR State Official _____

Approved on behalf of the State: _____

Addendum 2 – continued

Pennsylvania Race to the Top
Memorandum of Understanding for Participating Districts – continued

VII. SIGNATURES:

District Superintendent:

Thomas E. Persing 12 Jan 2010
Signature/Date

Thomas E. Persing, Ed.D.

Print Name/Title Acting Superintendent

President of Local School Board:

Loretta M. Leeson
Signature/Date

Loretta M. Leeson, President

Print Name/Title Board of School Directors

Local Teachers' Union Leader:

Jolene Vitalos 1/12/2010
Signature/Date

Jolene Vitalos, President

Print Name/Title Bethlehem Education Assoc.

Authorized State Official:

By its signature below, the State hereby accepts the
District as a Participating District.

Signature/Date

Print Name/Title



15. *Sprint Character Education Grant – Project SUCCESS*

INFORMATION:

Project SUCCESS is an evidence-based in-school mentoring program that focuses on substance abuse prevention, early intervention, and character development for at-risk youth ages 11-17; its elementary school component is *Crossroads*.

For the past few years, the district has successfully implemented a Project SUCCESS grant at both Liberty and Freedom High Schools. We are looking to implement at the middle school level beginning at Northeast Middle School if this grant application is successful. In addition, the district hopes to add a day to the Crossroads program at Lincoln Elementary School.

RECOMMENDATION:

That the administration be authorized to submit an application to the Sprint Character Education Grant Program for the 2010-2011 school year in the amount of \$25,000.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

16. *Supplemental Educational Services Agreement – Sylvan Learning Center***INFORMATION:**

Parents of school district students have the right to choose free tutoring for their child(ren) from a list of Pennsylvania Department of Education approved tutoring programs as a result of a school district's Annual Yearly Progress status. This option is called, Supplemental Educational Services (SES). A low income parent with children in a Title I school that is in School Improvement II, Corrective Action or Restructuring, who do not opt for transfer to a higher performing school is able to request SES. The school district is required to fund these services, which is provided outside the normal school day, and may use a portion of its Title I, Part A funds.

There are approximately 14 children whose parents have requested SES. They have all chosen Sylvan Learning from Easton as their SES provider. The administration has determined that all 14 meet the eligibility requirements. The cost per child as calculated by PDE is \$2,364.34.

RECOMMENDATION:

That the Board of School Directors approves the attached services agreement with the Sylvan Learning Center for Supplemental Educational Services, as mandated by *No Child Left Behind*.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

APPENDIX D

Bethlehem Area School District

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into at the Bethlehem Area School District Education Center this 1st day of November, 2009, by and between the School Board of Bethlehem Area School District, hereafter referred to as the "Board," and Sylvan Learning Center of Easton, hereafter referred to as the "Provider."

WITNESSETH:

WHEREAS, the Board requires certain professional services to assist in accomplishing the supplemental educational instructional mandates of *No Child Left Behind*, and

WHEREAS, the Provider is qualified as determined by the Pennsylvania Department of Education to perform these services for students,

NOW, THEREFORE, for the consideration hereinafter named, the parties agree as follows:

1. The Provider will perform the professional services described in the attached scope of work, specifications, and attached hereto and made a part of this agreement as Attachments A, B, and C.
2. The Provider shall perform these services described on Attachments A, B, and C, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be in the amount of \$49.00 per hour, or \$2364.34 per student who is provided Supplemental Educational Services.
4. The Board's representative for purposes of administration of this agreement shall be Iris Cintrón, whose position is Supervisor of Minority Affairs, Governmental Programs and Grants.

5. The Provider acknowledges that its relationship to the Board is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.
6. The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.
7. The Provider shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation.
8. The Provider agrees to make available upon request, during normal working hours at the Donegan and Fountain Hill Elementary Schools, to the Board, the Board's auditors, the Pennsylvania Department of Education, Pennsylvania Legislative Auditors, and/or the Office of the Governor or Division of Administration auditors, records and documents relating to the conduct of this agreement.
9. The Provider shall indemnify and hold harmless the Board and its representatives against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Provider, its agents or employees while engaged upon or in connection with the services required or performed by the Provider hereunder.

To the extent allowed by the law, the Board shall indemnify and hold harmless the Provider against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Board, its agents or employees while engaged upon or in connection with the services required or performed by the Board hereunder.

10. The Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education

amendments of 1972, the Age Act of 1972, and the Americans with Disabilities Act of 1990.

The Provider agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, gender, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Provider or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

11. Provider will not receive reimbursement for travel expenses.
12. This agreement may be amended or extended by mutual written consent of the parties.
13. The Board reserves the right to cancel this agreement upon a thirty (30)-day written notice should funds no longer be available due to budget reductions imposed by the federal government, if the Pennsylvania Department of Education revokes approval of the Supplemental Educational Services Provider, or if the Board determines that the Provider is unable to meet the specified goals and timetables.
14. The Board reserves the right to cancel this agreement upon a thirty (30) day written notice if the determination is made by the Board that the Provider disclosed to the public the identity of any student who is eligible for, or receiving educational services, without the written permission of the parents/legal guardians of the student.
15. The Board may cancel this agreement due to non-performance of work described in Attachments B and C, upon giving seven (7) days' written notice.
16. Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 and 1526.
17. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the Pennsylvania Department of Education by the Provider shall remain the property of the Board/State.

18. This agreement shall be effective on the day and the date first above written and shall expire on June 1, 2010, unless extended or canceled as provided herein.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

Witnesses:

Board of _____

By _____

Title: BASD Board President

By _____
(Signature of Provider)

Type Name: Douglas Babbitt

Type Title: Executive Center Director

ATTACHMENT A
SCHOOL BOARD OF BETHLEHEM AREA
SCHOOL DISTRICT

GENERAL CONTRACTOR INFORMATION

CONTRACTOR: Sylvan Learning Center, Easton PA
1104 Van Buren Road
Easton, PA 18045
(610) 250-7110
Taxpayer Identification Number: 061648447

If the contractor is a company, print the name and title of the person authorized to sign contract: Elizabeth Babbin, Director

TIME PERIOD:

Start Date: October 1 , 2009
Completion Date: May 15, 2010

PAYMENT AMOUNT: \$2364.34 per student; \$49.00/hour

PAYMENT TERMS:

Payment shall be completed on a monthly basis. The payment will be calculated by dividing the total amount for the student(s) whom the Provider is serving by the number of months in the contract. Payment shall be due by the 1st of the month following the progress reporting to the district for each student on the 10th of the month prior. If a student has a partial month in the contract, the amount will be prorated for the partial month. If a student is absent and no services are provided, the district may deny payment for that time.

SOURCE OF FUNDS: Title 1

SCHOOL RECEIVING SERVICES: Donegan Elementary School

BOARD REPRESENTATIVE: Iris M. Cintrón

I certify that the above taxpayer identification number is true and correct.

(Signature of Provider)

Executive Center Director
Title

ATTACHMENT B

SCOPE OF SERVICES

(Attach a separate sheet if necessary.)

1. Statement of Work:

The Provider will meet with parents and district personnel to develop statements of specific achievement goals for the student who will receive services from the Provider through the Supplemental Educational Services program.

The Provider will provide Supplemental Educational Services on a regular basis for the duration of the contractual period.

The Provider will follow the Individual Learning Plan as developed with parents and district personnel. The Provider will measure student progress using pre- and post-testing which is consistent with state content standards and the objectives set in the Individual Learning Plan documents.

An objective will not be considered "met" until at least an 80% mastery rate is demonstrated by the student. All objectives for a goal must be met for the goal to be met.

Where applicable, the Provider will provide services that are aligned with the student's Individual Learning Plan.

The Provider will provide services that will allow the timetable written in the Individual Learning Plan to be met.

The Provider will provide progress reports to parents and teachers/schools on a monthly basis. The parent's copy of the report will be mailed to the parents by the 10th of each month of the contract. The school's copy can be mailed or hand-delivered by the 10th of each month. (In the event that the 10th of the month falls on a weekend or holiday, the prior work day will be the report day.) The Provider will send one copy of the Progress Report and the student's sign-in sheet as documentation to the district representative so that Provider contract payment can be made. If parents or teachers desire more frequent reporting to them, the Provider may agree to provide additional reports as a part of the Individual Learning Plan.

2. Key Personnel:

The Provider will employ individuals in keeping with the non-discrimination clause of the contract.

The individuals who will serve the students for Supplemental Educational Services must meet all of the criteria for the district's volunteers in the schools, including a criminal background check. The cost of the background check will be the expense of the Provider or the individual, not of the Board.

ATTACHMENT C MONITORING PLAN

(Attach a separate sheet if necessary.)

1. Goals and Objectives:

The goal of this program is the demonstration of increased student achievement. The Provider will use strategies consistent with objectives as written in the Individual Learning Plan and will use assessment to verify student achievement.

The monthly student progress reports and the final summary report will be used to determine the effectiveness of the Provider in increasing student achievement.

The Individual Learning Plan and the Final Summary Report will be signed by the parent, the school representative, and the Provider so that consultation is evident.

2. Delivery or Performance Schedule:

The Provider will determine with the school and the parent the time requirement for meeting the goals within the budget of the district as determined in the *No Child Left Behind Act of 2001*.

3. Plan for Performance Measurement:

The Provider will complete assessments to determine objective completion. Reporting to parents and schools will include the results of assessments with strengths and weaknesses being stressed.

4. Contract Monitoring Plan:

The district representative will provide monitoring duties as monthly and final reports are submitted from the Provider.

Supplemental Educational Services
Individual Learning Plan
Program Information

Name of Service Provider: Sylvan Learning Center, Easton

Date of Meeting_____

Name of Student_____

Date of Birth_____

School_____ Grade of Student _____

Area(s) of Concern: ☐ Reading ☐ Language Arts ☐ Mathematics

Type of ILP: ☐ Initial ☐ Review ☐ Termination

(Complete the attached Individual Learning Plan form for each subject area.) If the student is already placed in a program at the school which requires an Individualized Education Program (IEP), that information should be considered and appropriate alignment made by the Supplemental Services Provider if parental consent for release of the information is given. Reference such IEP information in this document. (The ILP includes pages 22-30 of the Toolkit.)

Names/Titles of Meeting Participants:

Service Provider_____

School or District Representative_____

Parent_____

Student_____

Student's Classroom Teacher_____

Other: (Specify position.)_____

**Supplemental Educational Services
Individual Learning Plan
Page 2**

General Student Information: (Include strengths, parental/school concerns, assessment results, evaluation results and other information pertinent to service needs and provision.)

Program Description: (Provide a description of the individualized instructional program which will meet the needs of the student. Include specific strategies that will be used with the student.)

Supplemental Educational Services Individual Learning Plan

GOALS AND OBJECTIVES

Name of Service Provider _____

Individual Completing Form _____

Name of Student _____ Date of Birth _____

Name of School _____ District _____

Need Area: **Reading**

Current Level of Performance: (State in specific terms based on tests or other measurable data.) _____

Project Goal _____

Method of Measurement:

(At least an 80% mastery rate is required on each objective for the Goal to be met.)

Projected Completion Timeline for the Goal:

**Individual Learning Plan
Goals and Objectives
Need Area: Reading**

Page 2

Measurable Short-Term Objectives:

1. Objective:

Evaluation Criteria:

Projected Completion Date:

2. Objective:

Evaluation Criteria:

Projected Completion Date:

(Add additional pages if more objectives are needed in this area.)

**Supplemental Educational Services
Individual Learning Plan**

GOALS AND OBJECTIVES

Name of Service Provider _____

Individual Completing Form _____

Name of Student _____ Date of Birth _____

Name of School _____ District _____

Need Area: **Language Arts**

Current Level of Performance: (State in specific terms based on tests or other measurable data.) _____

Project Goal _____

Method of Measurement: (At least an 80% mastery rate is required on each objective for the Goal to be met.)

Projected Completion Timeline for the Goal:

**Individual Learning Plan
Goals and Objectives
Need Area: Language Arts**

Page 2

Measurable Short-term Objectives:

1.Objective:

Evaluation Criteria:

Projected Completion Date:

2. Objective:

Evaluation Criteria:

Projected Completion Date:

(Add additional pages if more objectives are needed in this area.)

Supplemental Educational Services Individual Learning Plan

GOALS AND OBJECTIVES

Name of Service Provider _____

Individual Completing Form _____

Name of Student _____ Date of Birth _____

Name of School _____ District _____

Need Area: **Mathematics**

Current Level of Performance: (State in specific terms based on tests or other measurable data.) _____

Project Goal _____

Method of Measurement: (At least an 80% mastery rate is required on each objective for the Goal to be met.)

Projected Completion Timeline for the Goal:

**Individual Learning Plan
Goals and Objectives
Need Area: Mathematics**

Page 2

Measurable Short-term Objectives:

1.Objective:

Evaluation Criteria:

Projected Completion Date:

2. Objective:

Evaluation Criteria:

Projected Completion Date:

(Add additional pages if more objectives are needed in this area.)

Supplemental Educational Services Individual Learning Plan

SUMMARY OF SERVICES

Name of Service Provider _____

Name of Student _____ Date of Birth _____

The following services will be provided for _____

Area(s) of service provision: _____ Name of Student _____

Area	Service Period		Goals/Objectives Provided?	
			Yes	No
☐ Reading	From _____	To _____	Yes	No
☐ Language Arts	From _____	To _____	Yes	No
☐ Mathematics	From _____	To _____	Yes	No

Monthly progress reports are required from the Provider to parents and district/teachers. If more frequent reporting is needed, reporting will be accomplished on a _____ basis for this student.

Comments:

Signature indicates agreement with the Program, as described on pages 21-28.

Signature of Service Provider _____

Signature of Parent _____

Signature of Student (optional) _____

Signature of Teacher /School Representative _____

APPENDIX F
Supplemental Educational Services
Form to Collect Attendance and Tracking Data

Student's Name _____ Birth date _____

District _____ School _____

Date of Supplemental Educational Service provided: _____

The following goals and objectives were covered as written in the Individual Learning Plan:

Goal: _____ (Reading, Language Arts, Math)

Objective:

_____ Results: _____

_____ Results: _____

_____ Results: _____

(Make additional copies per goal.)

(Student's Signature)

(Provider's Signature)

APPENDIX G
Supplemental Educational Services
Individual Learning Plan

PROGRESS REPORT

Name of Service Provider _____

Name of Student _____ Date of Birth _____

Report Date _____

(Reports must be sent in accordance with the Individual Learning Plan.)

Area of Service Provision: (Use a separate form for each service area and each goal):

____ Reading

____ English/Language Arts

____ Mathematics

Project Goal for Service Area:

Measurable Short-term Objectives:

Objective	Progress Period	Date Mastered

**Supplemental Educational Services
Progress Report**

Page 2

Date _____

Area of Need: _____

COMMENTS:

Provider's Signature _____

Date Sent to Parents: _____

APPENDIX H
Supplemental Educational Services
Summary Report to Parents by the Provider

(This report is sent to parents and teacher/school at the completion of the program time as set up in the Provider Contract or the completion of all objectives with at least 80 % mastery, whichever comes first.)

Name of Student _____ Birth date _____

Date of this Report _____

AREA OF NEED:

1) Reading

Goal: _____

Date goal met: _____

If the goal was not met, explain what was not accomplished:

2)English/Language Arts

Goal: _____

Date goal met: _____

If the goal was not met, explain what was not accomplished:

**Supplemental Educational Services
Summary Report
Page 2**

3) Mathematics

Goal: _____

Date goal met: _____

If the goal was not met, explain what was not accomplished:

Date of Report _____

Signature of Provider _____

Signature of Parent _____

Signature of School Representative _____

(All parties will retain copies of this document.)

17. *Conferences/Staff Trip Attendance***RECOMMENDATION:**

That the following conferences for staff be approved:

February 11-12, 2010
College Board Regional Forum
Philadelphia, Pennsylvania

\$713.29
State/Project 720

March 9-12, 2010
PASBO Annual Conference
Hershey, Pennsylvania

845.47
General

March 17-18, 2010
Attendance/Child Accounting Professional Association
Spring Conference
Hershey, Pennsylvania

949.00
General

March 21-24, 2010
Pennsylvania Association of Federal Program Coordinators
(PAFPC) Conference
Hershey, Pennsylvania

2,127.76
Federal/Title 1

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

18. *Field Trip Attendance***RECOMMENDATION:**

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

February 10-13, 2010 (3 Freedom High School Students) Pennsylvania Music Educators Association (PMEA) District Band Festival Fleetwood, Pennsylvania	\$225.00 General
February 17-19, 2010 (6 Liberty High School Students) Distributive Education Clubs of America (DECA) State Competition Hershey, Pennsylvania	0.00 All expenses paid through fundraising, student contribution, and contribution by Liberty DECA.
April 30-May 2, 2010 (70 Liberty High School Students) Liberty High School Orchestra Trip to Boston Boston, Massachusetts	0.00 No cost to district. All expenses will be fundraised.
May 14-15, 2010 (Approximately 125 Northeast Middle School Students) Northeast Middle School Spring Music Trip Chicopee, Massachusetts	0.00 No cost to district. All expenses will be fundraised.
November 23-29, 2010 (60 Freedom High School Students) Freedom High School Tennessee Holiday Choral Performance Tour Pigeon Forge, Tennessee	0.00 No cost to district. All expenses will be fundraised.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

19. *Resignations*

RECOMMENDATION:

Administrative

- | | | |
|----|-------------|--|
| 1. | NAME: | Frantz, Meredith |
| | ASSIGNMENT: | Supervisor of Special Education, High School |
| | REASON: | Personal |
| | EFFECTIVE: | February 13, 2010 |

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

19. *Resignations*

RECOMMENDATION:

Instructional

1. NAME: **Brubaker, Kristen**
 ASSIGNMENT: Freedom, Biology Teacher
 REASON: Personal
 EFFECTIVE: December 23, 2009

2. NAME: **Haninchick, David**
 ASSIGNMENT: Nitschmann, Computer Teacher
 REASON: Personal
 EFFECTIVE: January 12, 2010

3. NAME: **Rohal, Sharon**
 ASSIGNMENT: East Hills, Grade 6 Teacher
 REASON: Retirement
 EFFECTIVE: June 10, 2010

4. NAME: **Scherr, Richard, Jr.**
 ASSIGNMENT: District-wide, School Psychologist
 REASON: Personal
 EFFECTIVE: December 24, 2009

5. NAME: **Sellers, Donna**
 ASSIGNMENT: Thomas Jefferson, Special Education,
 Emotional Support Teacher
 REASON: Retirement
 EFFECTIVE: January 29, 2010

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

19. *Resignations*

RECOMMENDATION:

Noninstructional

1. NAME: **Carling, Gale**
ASSIGNMENT: Child Care Aide
REASON: Personal
EFFECTIVE: January 18, 2010
2. NAME: **Cope, Carolann**
ASSIGNMENT: Freedom, Assistant Cook
REASON: Retirement
EFFECTIVE: January 5, 2010
3. NAME: **DeNofa, Julia**
ASSIGNMENT: Child Care Aide
REASON: Retirement
EFFECTIVE: January 4, 2010
4. NAME: **Santiago, Natalie**
ASSIGNMENT: Broughal, Teacher Assistant
REASON: Personal
EFFECTIVE: January 11, 2010
5. NAME: **Silvoy, Michael**
ASSIGNMENT: Liberty, Monitor
REASON: Personal
EFFECTIVE: December 9, 2009
6. NAME: **Viejo-Ayala, Veronica**
ASSIGNMENT: Early Childhood, (.5) Secretary/Clerk,
12 months
REASON: Personal
EFFECTIVE: January 14, 2010

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

19. Resignations

RECOMMENDATION:

Miscellaneous

1. NAME: **Harrison, Matthew, Sr.**
 ASSIGNMENT: Bus Driver
 REASON: Retirement
 EFFECTIVE: September 8, 2009

2. NAME: **Kalman, William**
 ASSIGNMENT: Bus Driver
 REASON: Retirement
 EFFECTIVE: March 1, 2010

3. NAME: **Kukuvka, Luke**
 ASSIGNMENT: Marvine, Permanent Day-to-Day Substitute
 REASON: Personal
 EFFECTIVE: January 26, 2010

4. NAME: **McIntyre, Richard**
 ASSIGNMENT: Freedom, Head Wrestling Coach
 REASON: Personal
 EFFECTIVE: January 20, 2010

5. NAME: **Wills, Thomas**
 ASSIGNMENT: Fountain Hill, Permanent Day-to-Day
 Substitute
 REASON: Personal
 EFFECTIVE: January 26, 2010

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

20. *Termination*

RECOMMENDATION:

Miscellaneous

- | | | |
|----|-------------|------------------------|
| 1. | NAME: | Transue, Edward |
| | ASSIGNMENT: | Bus Driver |
| | REASON: | Job Abandonment |
| | EFFECTIVE: | June 5, 2009 |

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

21. *Leaves of Absence*

RECOMMENDATION:

Instructional

1. NAME: **Brader, Alyson**
ADDRESS: Center Valley
ASSIGNMENT: Liberty, Business Teacher
REASON: Childrearing Leave of Absence
EFFECTIVE: November 18, 2009, until the end of the 2009-2010 school year
2. NAME: **Bryant, Julianne**
ADDRESS: Bethlehem
ASSIGNMENT: Freedom, Spanish Teacher
REASON: Sabbatical Leave of Absence
EFFECTIVE: January 22, 2009, until the end of the first semester of the 2010-2011 school year
3. NAME: **Fletcher, Tracy**
ADDRESS: Bethlehem
ASSIGNMENT: Marvine, Grade 5 Teacher
REASON: Sabbatical Leave of Absence
EFFECTIVE: January 22, 2010, until the end of the 2009-2010 school year
4. NAME: **Madl, Lisa**
ADDRESS: Bethlehem
ASSIGNMENT: Asa Packer, Grade 2 Teacher
REASON: Family Medical Leave of Absence
EFFECTIVE: January 7, 2010, intermittently, until the end of the day on January 7, 2011
5. NAME: **Rowcotsky, Deborah**
ADDRESS: Allentown
ASSIGNMENT: Governor Wolf, Grade 4 Teacher
REASON: Family Medical Leave of Absence
EFFECTIVE: December 15, 2009, until the end of the day on December 23, 2009

21. *Leaves of Absence*

RECOMMENDATION:

Instructional (continued)

6.	NAME:	Tumolo, Jaclyn
	ADDRESS:	Ferndale
	ASSIGNMENT:	Asa Packer, Grade 2 Teacher
	REASON:	Family Medical Leave of Absence
	EFFECTIVE:	February 11, 2010, until the end of the day on April 9, 2010

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

RECOMMENDATION:

Noninstructional

1. NAME: **Diaz, Christina**
 ADDRESS: Bethlehem
 ASSIGNMENT: Donegan, ASPIRE Coordinator
 REASON: General Leave of Absence
 EFFECTIVE: January 20, 2010, until the end of the day on
 April 30, 2010

2. NAME: **Wallander, Anita**
 ADDRESS: Bethlehem
 ASSIGNMENT: Hanover, Teacher Assistant
 REASON: General Leave of Absence
 EFFECTIVE: March 16, 2010, until the end of the day on
 March 18, 2010

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

RECOMMENDATION:

Instructional

1. NAME: **Brown, Curtis, III**
 ADDRESS: Birdsboro
 COLLEGE, DEGREE: Kutztown University, B.S.
 ASSIGNMENT: Liberty, Mathematics Teacher
 STATUS: Long-term Substitute
 SALARY: \$40,800, prorated (Bachelor's, Step 1)
 EFFECTIVE: January 26, 2010, terminating at the end of the 2009-
 2010 school year, or upon the return of M. Wagner

2. NAME: **Cunic, Alicia**
 ADDRESS: Allentown
 COLLEGE, DEGREE: Saint Joseph's University, B.S.
 Kutztown University, Certification
 ASSIGNMENT: Liberty, (.6) Biology Teacher
 STATUS: Long-term Substitute
 SALARY: \$25,140, prorated (Bachelor's +15, Step 1)
 EFFECTIVE: January 26, 2010, terminating at the end of the 2009-
 2010 school year, or upon the return of J. Schmittel

3. NAME: **Flavelle, Julie**
 ADDRESS: Easton
 COLLEGE, DEGREE: Moravian College, B.A.
 ASSIGNMENT: James Buchanan, (.2)/Miller Heights, (.2) Academic
 Integration Specialist
 STATUS: Temporary Professional Employee
 SALARY: \$16,320, prorated (Bachelor's, Step 1)
 EFFECTIVE: January 26, 2010

4. NAME: **Haubrich, Jillian**
 ADDRESS: Stroudsburg
 COLLEGE, DEGREE: East Stroudsburg University, B.S.N.
 Slippery Rock University, Certification
 ASSIGNMENT: District-wide, (.2)/Farmersville, (.4) School Nurse
 STATUS: Temporary Professional Employee
 SALARY: \$25,140, prorated (Bachelor's +15, Step 1)
 EFFECTIVE: January 26, 2010

RECOMMENDATION:

Instructional (continued)

5. NAME: **Kukuvka, Luke**
 ADDRESS: Bethlehem
 COLLEGE, DEGREE: State University of New York College, B.S.
 Kutztown University, Certification
 ASSIGNMENT: Marvine, Grade 5 Teacher
 STATUS: Long-term Substitute
 SALARY: \$41,900, prorated (Bachelor's +15, Step 1)
 EFFECTIVE: January 26, 2010, terminating at the end of the 2009-
 2010 school year, or upon the return of T. Fletcher

6. NAME: **Opfer-Grim, Kristen**
 ADDRESS: Breinigsville
 COLLEGE, DEGREE: Kutztown University, B.S.
 Lehigh University, M.Ed.
 ASSIGNMENT: Freedom, Guidance Counselor
 STATUS: Temporary Professional Employee
 SALARY: \$43,357, prorated (Master's, Step 1)
 EFFECTIVE: January 26, 2010

7. NAME: **Wills, Thomas**
 ADDRESS: Wind Gap
 COLLEGE, DEGREE: Kutztown University, B.S.
 ASSIGNMENT: Fountain Hill, (.5) Reading Teacher
 EXPERIENCE: 1 year, Bethlehem
 STATUS: Temporary Professional Employee
 SALARY: \$20,550, prorated (Bachelor's, Step 2)
 EFFECTIVE: January 26, 2010

RECOMMENDATION:

Noninstructional

1. NAME: **Ford, Rory**
ADDRESS: Bethlehem
ASSIGNMENT: Education Center, Business Office, 0-3 Secretary/Clerk,
12 months
SALARY: \$14.01 per hour, to be adjusted upon completion of
Clerical/Secretarial Bargaining Agreement
EFFECTIVE: January 26, 2010
2. NAME: **Gilman, Fatima**
ADDRESS: Bethlehem
ASSIGNMENT: Marvine, (.5) Supplemental Custodian
SALARY: \$9.00 per hour
EFFECTIVE: January 26, 2010
3. NAME: **Lindeman, Kenneth**
ADDRESS: Laurys Station
ASSIGNMENT: Transportation, M-2, Vehicle Mechanic
SALARY: \$24.93 per hour
EFFECTIVE: January 26, 2010
4. NAME: **Mathis, Keenya**
ADDRESS: Bethlehem
ASSIGNMENT: Donegan, Teacher Assistant, General Duty
SALARY: \$14.28 per hour
EFFECTIVE: January 26, 2010
5. NAME: **Mingora, Michael**
ADDRESS: Nazareth
ASSIGNMENT: Freedom, Support Technologist
SALARY: \$30,096, prorated (Noninstructional Meet and Discuss,
Category K, Step 4)
EFFECTIVE: January 26, 2010

RECOMMENDATION:

Noninstructional (continued)

- | | | |
|----|-------------|--|
| 6. | NAME: | Moyer, Rebecca |
| | ADDRESS: | Bethlehem |
| | ASSIGNMENT: | Liberty, General Kitchen Help, 3.5 hours daily |
| | SALARY: | \$11.60 per hour |
| | EFFECTIVE: | December 15, 2009 |
| 7. | NAME: | Reed, Roseanne |
| | ADDRESS: | Bethlehem |
| | ASSIGNMENT: | Education Center, Child Accounting Office,
0-3 Secretary/Clerk, 12 months |
| | SALARY: | \$19.30 per hour, to be adjusted upon completion of
Clerical/Secretarial Bargaining Agreement |
| | EFFECTIVE: | February 26, 2010 |
| 8. | NAME: | Reinert, Sheila |
| | ADDRESS: | Bethlehem |
| | ASSIGNMENT: | Education Center, Business Office, 0-3 Secretary/Clerk,
12 months |
| | SALARY: | \$14.01 per hour, to be adjusted upon completion of
Clerical/Secretarial Bargaining Agreement |
| | EFFECTIVE: | January 26, 2010 |

22. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous

1. **Adult Literacy Program**
Supervisor
Raynor, Tracy
SALARY: \$33.00 per hour

Teachers
Raynor, Tracy
Ettwein, Nancy
Williams, Gemena (alternate)
SALARY: \$32.04 per hour

2. **Coaches**
Freedom High School
Softball
- | | | | |
|-----------------|--------------------------|-----|------------|
| Assistant Coach | Reinhart, Richard | New | \$3,291.00 |
|-----------------|--------------------------|-----|------------|
- Track and Field**
- | | | | |
|------------|----------------------|-----|----------|
| Head Coach | Owens, Arthur | New | 6,036.00 |
|------------|----------------------|-----|----------|
- Wrestling**
- | | | | |
|--|--------------------------|------------|----------|
| Interim Head Coach
(prorated for balance of season) | Longacre, Jeffrey | Continuing | 2,838.00 |
|--|--------------------------|------------|----------|
3. **Extracurricular Activity Advisors**
Marvine Elementary School
- | | | | |
|---------------|-----------------------|--|--------|
| Safety Patrol | Fulks, Carolyn | | 322.00 |
|---------------|-----------------------|--|--------|
- Freedom High School***
- | | | | |
|-------------------------|----------------------------|--|--------|
| Art Club | DiRenzo, Lori | | 357.00 |
| Audio Visual Club | Safranek, William | | 357.00 |
| Bible Club | Sivick, Charles | | 357.00 |
| Community Service Squad | Seip, Diane | | 357.00 |
| Cultural Awareness | Strockyj, Sonia | | 357.00 |
| Dance Team | Chilmonik, Jennifer | | 357.00 |
| Environmental Awareness | Baltz, Eric | | 357.00 |
| Fashion 4 Scholar | Fonseca, Sally | | 357.00 |
| French Club | Stanley, Maryse | | 357.00 |

22. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

3. Extracurricular Activity Advisors (continued)

Freedom High School

Garden Club	Laughlin, Paula (.5)	\$ 178.50
	Sutliff-Brady, Kelly (.5)	178.50
Gay-Straight Alliance	Strockyj, Sonia	357.00
German Club	Solomon, Angela	357.00
Planetarium Club	Safranek, William	357.00
Photo Imaging Club	King, Garrett	357.00
Quilting Club	Egner, Marilyn	357.00
Republican Patriots Club	Tocci, Richard	357.00
SADD	Lesoine, Mary	334.00

Liberty High School

Art Club	Lewis, Nancy	322.00
Audio Visual Aides	Hoffman, Mark	357.00
Book Review Club	Davis, Rebekah	357.00
BUSTED	Halkins, Kathleen	357.00
Director of Extracurricular Activities	Bradley, Steven	1,350.00
Drama Club	Bogusky, Joyce	357.00
Ecology Club	Schaefer, Theodore	357.00
Helping Hands	Seip, Diane	357.00
Indoor Track	Bush, Kevin	322.00
Jigsaw Puzzle Club	Minarik, Linda	357.00
Jr. Achievement Task Force	Leeson, Maureen	334.00
Mini Globe Trotters	McKernan, Cecile	357.00
Mock Trial Group	Quartuch, Matthew	334.00
Model UN	Bush, Kevin	322.00
Shakespeare Club	Chickey, Natalie	357.00
Strategy Club	Ambrose, David (.5)	178.50
	Kehler, Bruce (.5)	178.50
Treasurer	Perkins, Cheryl	1,903.00
Weightlifting Club	Moncman, Timothy	357.00

22. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

4. General Equivalency Diploma Program

Supervisor

Figueroa Murga, Lilly

SALARY: \$33.00 per hour

Counselor

Vázquez, Elizbeth

SALARY: \$32.04 per hour

Teachers

Novak, Mary

Velázquez, Carolina

SALARY: \$32.04 per hour

5. Job Training/Work Experience

Code: 10-1200-151-000-3517-00001

That the exceptional students listed on the confidential page be approved for the work experience program.

6. Permanent Day-to-Day Substitutes

Marvine Elementary School

Nork, Amy

East Hills Middle School

Doncescz, Jennifer

Northeast Middle School

Scala, Francesca

SALARY: \$100.00 per day

Freedom High School

Lynn, Andrew (.5)

SALARY: \$50.00 per day

EFFECTIVE: January 29, 2010, until the end of the day on May 14, 2010

6-1. Second Language Guide

Su, Leslie

SALARY: \$10.40 per hour

22. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

7. **Substitute ASPIRE Site Coordinator**
 Donegan Elementary School
 Correll, Chad
 SALARY: \$14.59 per hour
 EFFECTIVE: January 6, 2010
8. **Support Teacher Induction Program**
 Inductee **School** **Support Teacher**
 Haubrich, Jillian District-wide **Fields, Amy (.5)**
 SUPPORT TEACHER STIPEND: \$302.00
9. **Transportation**
 Part-time Bus Drivers
 Lehr, William **Todaro, Anthony, Jr.**
 Morillo, Dorka **Vargo, Christopher**
 Morillo, Luz
 SALARY: \$16.18 per hour
- Part-time Bus Monitors***
 Lehr, William
 Morillo, Dorka
 Morillo, Luz
 SALARY: \$11.00 per hour

22. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Instructional

Bennett, Tracy
Bethlehem

Blasini, Mark
Bethlehem

Brown, Curtis
Birdsboro

Colitas, Deborah
Bethlehem

Cunic, Alicia
Allentown

Cyphers, Dean
Bath

Foley, Sean
Bethlehem

Isaacs, Charles
Bethlehem

Kalogris, Christine
Center Valley

Kempf, Robert
Hellertown

Kindred, Deborah
Bethlehem

Klipple, Karen
Nazareth

Krutsick, Ashley
Coplay

Lavin, Helen
Bethlehem

Lehr, John
Easton

Mergel, Lori
Bethlehem

Nelson, Caitlin
Bethlehem

Recchio, Patricia
Bethlehem

Reed, Christine
Bethlehem

Rohal, Sharon
Bethlehem

Schaeffer, Regina
Bethlehem

Scheetz, Laura
Bethlehem

Sciarra, Deborah
Bethlehem

Spinelli, Joana
Bethlehem

22. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Instructional (continued)

Wawrzyniak, Taylor
Bethlehem

22. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Noninstructional

Mackenzie, Mary Jane
Kutztown

Mathis, Keenya
Bethlehem

Sloss, Kelly
Easton

Zimmerman, Charlotte
Bethlehem

23. *Reassignments*

RECOMMENDATION:

Administrative

1.	NAME:	Arbushites, Frank
	FROM:	Acting Director of Information Technologies
	TO:	Director of Information Technologies
	REASON:	Change in title
	EFFECTIVE:	January 26, 2010

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

23. *Reassignments*

RECOMMENDATION:

Instructional

1. NAME: **Ruhf, Thomas**
 FROM: Freedom, (.3) Social Studies Teacher, Long-term
 Substitute for K. Sobrinski/(.7) Permanent Day-today
 Substitute
 TO: Freedom, Social Studies Teacher, (.3) Temporary
 Professional Employee/(.7) Long-term Substitute for
 K. Sobrinski
 REASON: Change in status
 EFFECTIVE: January 26, 2010

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

23. *Reassignments*

RECOMMENDATION:

Noninstructional

1. NAME: **Velez, Brenda**
 FROM: Broughal, General Kitchen Help, 4.5 hours daily
 TO: Broughal, General Kitchen Help, Lunch, 4.5 hours
 daily/Thomas Jefferson, General Kitchen Help,
 Breakfast, 1.5 hours daily
 SALARY: \$12.28 per hour

 REASON: Successful Candidate
 EFFECTIVE: December 15, 2009

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

24. *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: August 26, 2004

Bednarik, Jeanne Liberty, Science Teacher

EFFECTIVE: August 23, 2009

Smisko, Rose Ann Northeast, Grade 6 Teacher

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

25. *Salary Allowances for Additional Credits Under the Incentive Program*

INFORMATION:

In accordance with Article XV, “Advancement to Higher Classification,” of the Collective Bargaining Agreement between the Board of School Directors and the Bethlehem Education Association, the following teachers are certified by the superintendent of schools as having met all requirements for incentive increments as listed.

Salary adjustments will be in accordance with the Base Step Salary Schedule of the Collective Bargaining Agreement for all categories listed as approved by the Board of School Directors for the 2009-2010 school year.

RECOMMENDATION:

That the administration be authorized to place the following employees on the appropriate salary lane in accordance with the Collective Bargaining Agreement effective September 1, 2009:

BACHELOR’S +15

Hujisa, Bridget – Liberty High School

The administration’s recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

INFORMATION:

The attached Memorandum of Agreement is a settlement reached between the Bethlehem Education Association and the district.

The purpose of the Memorandum of Agreement is to make available a Section 125 tax sheltering option for the purpose of employees to tax shelter their medical premium contributions.

RECOMMENDATION:

That the Board of School Directors approves the following Memorandum of Agreement between the Board of School Directors of the Bethlehem Area School District and the Bethlehem Education Association for sheltering medical premiums.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BETHLEHEM AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
AND
BETHLEHEM EDUCATION ASSOCIATION**

WHEREAS, the Board of School Directors of the Bethlehem Area School District (Board) and the Bethlehem Education Association (Association) have entered into a Collective Bargaining Agreement (Agreement) and,

WHEREAS, the parties wish to clarify a matter relating to the Section 125 Plan

THEREFORE, be it resolved that the parties agree to the following:

- 1) The District will make available a Section 125 tax sheltering option for the purpose of employees to tax shelter their medical premium contributions;
- 2) Said benefit will take effect on or before July 1, 2010;
- 3) The enrollment window for this benefit will be between May 1 and May 31 of each year;
- 4) The District will make arrangements on an annual basis, during the enrollment window, for Capital Blue Cross/Blue Shield to present medical plan options to employees to allow for informed decision making;
- 5) All benefits or other contractual advantages shall remain in full effect as outlined in Article XXVI of the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this January ___, 2010.

BETHLEHEM AREA SCHOOL DISTRICT: BETHLEHEM EDUCATION ASSOCIATION:

President, Board of School Directors

President, Bethlehem Education Association

WITNESS:

WITNESS:

27. *Revisions to Board Policy Number 601 – Fiscal Objectives – Fourth Reading*

INFORMATION:

The first reading of Board Policy Number 601 – Fiscal Objectives took place at the October 26, 2009, Regular Board Meeting. The administration had concerns regarding the revisions and brought it to the board's attention. The board reviewed these concerns at the November 16, 2009, Regular Board Meeting as a second reading, and the third reading took place at the January 19, 2010, Board Human Resources Committee Meeting. Attached is the revised Board Policy with the revisions in bold and recommended revisions from the administration are underlined, bold, and italicized.

RECOMMENDATION:

That the Board of School Directors approves the attached revisions made to Board Policy Number 601 – Fiscal Objectives.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

SECTION: FINANCES

TITLE: FISCAL OBJECTIVES

ADOPTED: November 15, 2004

REVISED:

BETHLEHEM AREA SCHOOL DISTRICT

First Reading, October 26, 2009

Second Reading, November 16, 2009

Third Reading, January 19, 2010

Fourth Reading, January 25, 2010

	601. FISCAL OBJECTIVES
1. Purpose	The Board recognizes its responsibility to district taxpayers to ensure that public monies expended by the school district are utilized for delivery of the educational program in a manner that mandates full value to the taxpayers, and that adequate procedures and records are established to ensure that end.
2. Authority SC 439, 601, 602, 609, 610, 631, 634, 664, 687, 690, 751, 807.1, 1155	The Board has the authority and responsibility to prepare and adopt the budget, approve bids, levy taxes, and approve each expenditure of the district.
3. Delegation of Responsibility	<p>To meet the goals of this policy, the Board directs the Superintendent and <i>Assistant to the Superintendent for Finance and Administration</i> to establish sound accounting procedures based upon recommendations of the district auditor and state and federal government, and institute effective business practices.</p> <p>The Superintendent and the Assistant to the Superintendent for Finance and Administration shall review the financial operations, recommend improvements, and prepare administrative procedures for sound district and school fiscal operations, as needed. The Superintendent and the Assistant to the Superintendent for Finance and Administration will keep the Board continuously and accurately informed of the current fiscal status <u>and important matters affecting the financial position of the school district. Verbal and written financial reports will be provided not less than monthly at meetings. Additionally, when important financial matters require more frequent reporting of this information, these communications will be sent via the board mailings and/or email.</u></p>

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

INFORMATION:

The first reading of Board Policy Number 706 – Property Records took place at the October 26, 2009, Regular Board Meeting. Attached is the revised Board Policy with the revisions in bold. The board reviewed these changes at the November 16, 2009, Regular Board Meeting as a second reading, and a third reading took place at the January 19, 2010, Board Human Resources Committee Meeting.

RECOMMENDATION:

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

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

SECTION: PROPERTY

TITLE: PROPERTY RECORDS

ADOPTED: November 15, 2004

REVISED: April 27, 2009

BETHLEHEM AREA SCHOOL DISTRICT

First Reading, October 26, 2009

Second Reading, November 16, 2009

Third Reading, January 19, 2010

Fourth Reading, January 25, 2010

	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	<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 1. Description and identification. 2. Year of purchase. 3. Initial cost. 4. Location. 5. Depreciation. 6. Current valuation, in conformity with insurance requirements.
4. Guidelines	<p>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.</p> <p>The Superintendent and/or designee shall promptly report losses to the Board, law enforcement, insurance and/or any other relevant bodies.</p>

<p>Pol. 708, 710</p>	<p>Records of consumable supplies shall be maintained on a continuous inventory basis.</p> <p>No equipment shall be removed for personal or nonschool use, except in accordance with Board policy.</p> <p>Equipment shall be identified with a permanent tag that provides appropriate school district identification.</p> <p><u>Disposal Of Obsolete/Surplus Materials</u></p> <p>As appropriate, the Superintendent shall recommend to the Board the sale of unused, unnecessary, surplus, or obsolete books, furniture, supplies, or equipment. The Board shall, by resolution, declare the same to be disposed of by any one or more of the following methods:</p> <ol style="list-style-type: none"> 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 the technology administrator has identified a district-owned computer as obsolete equipment, the computer will be sold according to the following guidelines: <ol style="list-style-type: none"> 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.
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<p>Pol. 610</p>	<ul style="list-style-type: none">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. No warranty or guarantee is offered. The school district Information Technology department will no longer support the equipment.e. Software that is licensed to the district will be removed prior to the completion of the sale.f. If a staff member chooses not to purchase his/her assigned computer, it will be offered for sale by lottery to other staff members. Any remaining computers not purchased through the lottery will be disposed of according to the methods identified via 1 through 5 above. <p>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.</p> <p>References:</p> <p>School Code – 24 P.S. Sec. 510</p> <p>Board Policy – 610, 708, 710</p>
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29. *Tax Collection Commission Voting Delegates***INFORMATION:**

Act 32 § 505(b) requires the governing bodies of school districts, townships, boroughs, and cities that impose an earned income tax to appoint one voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representatives. The purpose of this resolution is to realign the appointment of the required delegates subsequent to the hiring of Mrs. Gober. The appointed individuals have consented to appointment.

RECOMMENDATION:

RESOLVED, by the governing body of the Bethlehem Area School District, that the following individuals are appointed as TCC delegates for the Bethlehem Area School District effective with the date of this action:

1. Primary voting delegate: Stacy M. Gober
2. Alternate voting delegate: Anne M. Morton
3. Second Alternate delegate: Eugene McKeon

If the primary voting delegate cannot be present for a TCC meeting, the alternate voting delegate shall be the representative at the TCC meeting.

4. These appointments are effective immediately and shall continue until successors are appointed. Delegates shall be appointed each year in November or December, or as soon thereafter as possible. All delegates shall serve at the pleasure of this governing body and may be removed at any time.

The administration's recommendations 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28, & 29 were considered together.

President Leeson requested a roll call vote on item numbers 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19 (as amended), 20, 21, 23, 24, 25, 26, 27, 28 & 29. The question was called with roll call as follows: Yea, Directors Dexter (abstain to number 10., Student #0944340), Faccinetto, Cann, Burkhardt, Amato (nay to item number 9, and to item number 10, Student #0965480), Follweiler, Ortiz, McKeon, Leeson.

ROLL CALL –
ITEMS 1, 2, 3, 4, 5, 7, 8,
9, 10, 11, 12, 13, 15, 16,
17, 18, 19 (as amended),
20, 21, 23, 24, 25, 26, 27,
28 & 29

The motion passed as follows:

Item number 1-5, 7, 8, 11-13, 15-19 (as amended), 20, 21, 23-29 - Vote of 9-0

Item number 9 – Vote of 8-1

Item number 10 – Vote of 7-1 (to Student #0965480), 1 abstention to Student #0944340)

The administration's recommendations 1-5, 7-13, 15-18, 19 (as amended), 20, 21, 23-29 were considered together.

President Leeson stated that she was abstaining to item number 22 for reasons of conflict of interest.

PRESIDENT LEESON –
DISCUSSION OF ITEM
22

A roll call vote was taken on item number 22. The question was called with roll call as follows: Yea, Directors Dexter, Faccinetto, Cann, Burkhardt, Amato, Follweiler, Ortiz, McKeon – 8, Nay – 0, Abstention – President Leeson.

ROLL CALL – ITEM 22

The motion passed 8 – 0

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL – Director McKeon reported that there was not much discussed, nothing of critical importance.

COMMITTEE REPORTS

NORTHAMPTON COMMUNITY COLLEGE – Director Amato reported that the budget was discussed.

DIVERSITY COMMITTEE – President Leeson reported that the committee met on Friday, January 9, 2010 and reviewed the status of the Latino/Hispanic public school students in the Lehigh Valley. It was a report generated in October 2009.

RECREATION COMMISSION – President Leeson reported that the commission met on January 21, 2010. The ice rink is doing well. The adult basketball league is up and running at Broughal. The skate plaza had the groundbreaking ceremony which was well attended by young people. The skate park was an initiative that came from the student advisory committee at one point. She stated that at Clearview there is a pavilion that is up and adjacent to the school. The SAT class for the Southside students will be starting February 6. The Southside coordinator is also involved with the family nights at Broughal.

DUAL ENROLLMENT – Director Cann reported that in the fall semester there were about 99 students that participated in dual enrollment. The amount of funding available is about a fraction of what was requested. As the students turn in their receipts the state will calculate what the reimbursement will be for each of the students. She stated that Mrs. Cintrón continues to work with the colleges to allow participation by more students by considering busing and encouraging the colleges

to offer courses on the district's campuses.

Director Follweiler requested that the February 8, 2010 Human Resource Meeting and the Curriculum Meeting be flipped in time so that the Human Resource Meeting begins at 6:00 p.m. and the curriculum Meeting is scheduled to begin at 7:30 p.m. She stated that this would be to accommodate the search consultants to give the board an update and discuss the next steps in the superintendent search process and have the consultants arrive at 6:00 p.m. Director Follweiler stated that Director Dexter has agreed to do this and asked, if there are no other objections, the administration to make the appropriate changes.

NEW AND
MISCELLANEOUS
BUSINESS

President Leeson stated that she assumed that they would maintain the executive session for HR at the end of the two meetings.

This was confirmed by Director Follweiler.

President Leeson stated that the YWCA sponsors foreign affairs topics throughout the months of February and March. The events are held at Kirkland Village and offer the opportunity to high school students to attend for free. She stated that they have been notified that there is a donor and that if any of the students would have transportation issues, they would be happy to pay for the expense of transportation for students from the schools to go to Kirkland to participate in the program. She stated that there are 8 different topics, one per week. She wanted the board to be aware of the generous donor wanting the students to be able to participate. The program was started during the time of Woodrow Wilson. At the conclusion of the discussion they send out a questionnaire and ask for comments. The comments are sent to the President.

Director Follweiler stated that there was no further update from last week's Human Resources meeting other than the change of the time for the February 8, 2010 meeting. PA People Solutions has met with all of the focus groups. The questions used are posted on the website. She stated that anyone living within the district can go onto the website and complete the questionnaire. The questionnaire will go directly to Dr. Scott and not through the board or the administration. The notes from the focus group meetings have been submitted to the focus groups for review. The consultants are working on updating any changes that were made. The board has not yet seen that information. Advertising for the position has begun. The deadline for application requests is set at March 9, 2010. As of last Monday there were 7 requests for application. The consultants will attend the February 8, 2010 Human Resource meeting and will begin to discuss the next steps. The search process, thus far, is published on the website. .

President Leeson called for courtesy of the floor.

COURTESY OF THE
FLOOR TO VISITORS

1. Jim Laverty – 5015 Long Drive, Bethlehem –

Mr. Laverty spoke on behalf of the Concerned Citizens of Bethlehem Area School District. He relayed a point of view regarding communication to the board and Mrs. Leeson's comment about a process. Membership of their group around the same time last year started to get involved in coming to board meetings. Over a period of months and weeks, it cumulated into a

very detailed set of observations and recommendations that was presented at a meeting in June. The previous administration responded but they were not happy with the thoroughness of the response. He stated that they did appreciate that there were several board members who went out of their way to try to respond and were very proactive. He stated that it did point out that over time there was not a process in place to deal with something like that. He stated that they are sincerely appreciative of the comments made during the meeting and the announcement of a process to be put in place. Mr. Lavery stated that Dr. Persing's approach to responsiveness has been refreshing for the community to see.

Mr. Lavery stated that the minutes of the June meeting of last year are not posted and asked that it would help the community stay involved if they could see the minutes in a more timely basis.

2. Stephen Antalics - 737 Ridge Street, Bethlehem

Mr. Antalics stated that he has attended meetings for many years. He has seen different boards and administrations. He stated that Mr. Lavery's comments were interesting because the decorum and operation of meetings now make him feel like the Maytag Repair Man.

President Leeson requested a motion for adjournment. Directors Burkhardt and Dexter moved to adjourn the meeting. The meeting was adjourned at 8:22 p.m.

ADJOURNMENT

Attest,

Thomas K. Washington
Assistant Board Secretary