

MEMORANDUM

February 19, 2010

TO : BOARD OF SCHOOL DIRECTORS

FROM : STACY M. GOBER, BOARD SECRETARY

SUBJECT : REGULAR MONTHLY MEETING – February 22, 2010

The Regular Meeting of the Board of School Directors of the Bethlehem Area School District for February will be held on *Monday, February 22, 2010, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, PA 18017*. The agenda is attached.

SMG:acv

Att.

pc: Dr. Persing

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

MISSION STATEMENT

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

A G E N D A
REGULAR MEETING – February 22, 2010

1. Roll Call
2. Pledge of Allegiance
3. Silent Meditation
4. Courtesy of the Floor to Visitors (30 minutes allowed)
5. Reports of Student Representatives
6. Approval of Minutes
None
7. Approval of Committee Minutes
January 11, 2010 – Board Finance Committee Meeting
February 1, 2010 – Board Finance Committee Meeting
February 8, 2010 – Board Human Resources Committee Meeting
8. Financial Report/Payment of Bills
9. President's Communication/Special Meetings
10. Superintendent's Report/Federal Program Update
11. Unfinished Business
12. Recommendations of the Administration
13. Recommendation of the Board
14. Reports of Committees
15. New and Miscellaneous Business
16. Courtesy of the Floor to Visitors (30 minutes allowed)
17. Adjournment

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° Information Item Only

1. ***Authorization to Prepare Specifications and Solicit Bids for Ten Replacement School Buses and Nine Maintenance Replacement Vehicles***

INFORMATION:

The Bethlehem Area School District has not replaced school buses or vehicles for several years. Subsequently, the fleet needs a replacement cycle. Currently, the administration is requesting permission to prepare, advertise, and solicit bids for ten replacement school buses and nine maintenance vehicles.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to prepare, advertise, and solicit bids for ten replacement school buses and nine maintenance vehicles.

2. *Authorization to Restore Bond Funds – Data and Telecommunication System Wiring – Broughal Middle School – Change Order Deduct*

INFORMATION:

The Broughal Middle School data and telecommunication system wiring is substantially complete. The contractor, Albarell Electric Company, has agreed to issue credit for unused project material allowance for a total deduct in the amount of \$9,750.

RECOMMENDATION:

That the Board of School Directors approves a change order credit in the amount of \$9,750 to Albarell Electric Company for the unused project material allowance.

Account Code: 30-2600-788-240-0000-00001

Bond fund – monies to be returned

3. *Student Discipline - #1004039 and #1009553 – Adjudications*

INFORMATION:

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

RECOMMENDATION:

That the Board of School Directors adopts the proposed adjudications relating to Student Numbers 1004039 and 1009553.

4. *Student Discipline – #0958570 and #1001052 – 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 two students in violation of District Policy 233.

RECOMMENDATION:

That the Board of School of School Directors adopts the waivers relating to Student Numbers 0958570 and 1001052.

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

The 2009-2010 Budget included \$19,106,583 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 \$19,106,583 to \$19,118,408.

RECOMMENDATION:

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

2009-2010 FEDERAL/STATE PROGRAM BUDGETS

<i><u>Program Name</u></i>	<i><u>Approved Budget</u></i>	<i><u>Amended Budget</u></i>	<i><u>Increase/ (Decrease)</u></i>
Adult Education - G.E.D.	13,190	10,500	(2,690)
Adult Literacy	18,659	11,731	(6,928)
Keystone Stars	42,525	47,250	4,725
Time Limited Family Reunification	0	215,000	215,000
Title I : No Child Left Behind Act - Improving Basic Programs	3,083,066	3,032,053	(51,013)
Title I : Supplemental - Stimulus	1,967,775	1,955,349	(12,426)
Title II: Part D Stimulus	75,500	0	(75,500)
Tutoring in Pennsylvania (EAP)	932,152	872,809	(59,343)
	TOTAL ADJUSTMENTS		<u>11,825</u>

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

AMENDED FEDERAL/STATE BUDGET REVENUES/EXPENDITURES \$19,118,408

6. *Highmark, Challenge Grant – Broughal Middle School*

INFORMATION:

The Highmark Foundation was established in 2000 to advance the health, well-being, and quality of life of individuals residing in the communities served by Highmark Inc. The Highmark Healthy High 5 School Challenge grant program is designed to support schools in their efforts to introduce nutrition and physical activity programs that will create healthier students. Broughal Middle School hopes to use this funding to purchase fitness equipment so that staff can offer before and after-school programs to teach students fundamentals of healthy eating and add more physical activity to their daily lives.

RECOMMENDATION:

That the administration be authorized to submit an application to the Highmark Healthy High 5 School Challenge grant program on behalf of Broughal Middle School for a grant in the amount of \$10,000.

7. *Project Lead the Way (PLTW) Grant – Liberty High School***INFORMATION:**

Science, math, and engineering must become a focus for our students, our community, and our nation. Project Lead The Way® (PLTW) encourages real life problem solving using a project-based approach through a four year sequenced curriculum. This program would be available to all students who have met the math prerequisite. This is not an honors or AP only program. After successful completion of the program, students would be eligible for three (3) credits for an Introduction to Engineering course granted by Penn State University. The program is evaluated and accredited regularly by PLTW. Schools can increase student achievement in STEM (Science, Technology, Engineering, and Math) courses by providing continuous, rigorous mathematics, and science curricula with applied technology courses based on real-world, hands-on projects. Project Lead The Way® provides such a curriculum with: a) a series of engineering courses organized around authentic, problem-centered projects that require students to apply mathematics, science, and technical knowledge and skills; b) a sequence of mathematics and science courses through which students progress; c) two weeks of comprehensive training for educators teaching the PLTW courses; and d) a national end-of-course exam to assess whether or not students meet the course objectives and expected performance outcomes.

RECOMMENDATION:

That the administration be authorized to submit an application on behalf of Liberty High School for a Project Lead The Way® grant to Congressman Charles Dent for consideration under the FY 2011 Appropriations Bill in the amount of \$350,000.

8. *Sprint Character Education Grant Program - SPARK*

INFORMATION:

Second Step is an evidence-based trademarked program (Committee for Children, 2002). It has four age/grade levels; the Preschool/Kindergarten level that will be presented is designed to promote social competence in preschool children and teach them the skills they need to develop empathy, manage their emotions such as anger, control impulsiveness, and solve social problems peacefully and fairly. The purpose of Second Step is to build children's social-emotional skills not only with the goal of promoting a caring and peaceful classroom/school environment, but also to begin and foster children's lifelong learning to become healthy, responsible, and productive adults.

Second Step is an interactive program that uses puppets and pictures to engage the children; activities include learning to listen quietly through use of Be-Calm Bunny, songs and stories, making faces at each other to show various emotions, and use of Impulsive Puppy to demonstrate boundaries to exuberance, and Slow-down Snail to show that withdrawal can be a positive coping technique. Activities and role-plays allow children to practice ways to incorporate these lessons into their behavior

Empathy, emotion management, and social problem solving are critical skill areas for young children. They support the development of social competency, as well as self-control. These skills lead children to realize that they can make decisions about their behavior, and that actions have results and consequences. Professional evaluations of the program conducted on behalf of Committee for Children in 1991, 1992, and 2000 determined that preschool/kindergarten children who participated in the program were less aggressive and had increased knowledge of anger-management techniques, social skills, and ways of identifying emotions in others, compared with children who did not receive the program.

RECOMMENDATION:

That the administration be authorized to submit an application to the Sprint Character Education Grant Program on behalf of the SPARK Early Childhood Center for a grant in the amount of \$4,718.

9. *Conference/Staff Trip Attendance*

RECOMMENDATION:

That the following conference for staff be approved:

April 6, 2010

Annual Recertification for Asbestos Management Planner

Boiling Springs, Pennsylvania

\$479.98

General

10. *Field Trip Attendance***RECOMMENDATION:**

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

December 29-30, 2009 (15 Liberty High School Students) Basketball Tournament Williamsport, Pennsylvania	\$0.00
February 24-27, 2010 (1 Liberty High School Student) PMEA Region IV-V Orchestra Reading, Pennsylvania	78.00 General
May 7-8, 2010 (200 East Hills Middle School Students) Spring Orchestra Competition Jackson, New York	0.00
May 12-14, 2010 (58 East Hills Middle School Students) Nature Quest - Hickory Run State Park Camping Trip Whitehaven, Pennsylvania	347.91 General
December 8-13, 2010 (24 Northeast Middle School Students) Annual Disney Youth Education Series (Y.E.S.) Program Orlando, Florida	0.00

11. *Resignations*

RECOMMENDATION:

Instructional

1. NAME: **Bozzone, Barry**
ASSIGNMENT: Liberty, English Teacher
REASON: Retirement
EFFECTIVE: June 10, 2010
2. NAME: **Brader, Alyson**
ASSIGNMENT: Liberty, Business Teacher
REASON: Personal
EFFECTIVE: January 29, 2010
3. NAME: **Lund, Richard**
ASSIGNMENT: Liberty, Social Studies Teacher
REASON: Retirement
EFFECTIVE: June 10, 2010
4. NAME: **Schwartz, Joseph**
ASSIGNMENT: Liberty, Science Teacher
REASON: Retirement
EFFECTIVE: June 10, 2010
5. NAME: **Valish, Olga**
ASSIGNMENT: Spring Garden, Guidance Counselor
REASON: Retirement
EFFECTIVE: June 10, 2010
6. NAME: **Vermillion, Heidi**
ASSIGNMENT: Northeast, Industrial Arts Teacher
REASON: Personal
EFFECTIVE: February 8, 2010

11. *Resignations*

RECOMMENDATION:

Instructional (continued)

7. NAME: **Weaver, Charlene**
ASSIGNMENT: Spring Garden, Reading Specialist
REASON: Retirement
EFFECTIVE: June 10, 2010

Noninstructional

1. NAME: **Negrón, Teresa**
ASSIGNMENT: Fountain Hill, Family Development Specialist
REASON: Personal
EFFECTIVE: February 9, 2010

Miscellaneous

1. NAME: **Longacre, Jeffrey**
ASSIGNMENT: Freedom, Interim Head Wrestling Coach
REASON: Personal
EFFECTIVE: February 16, 2010
2. NAME: **Nork, Amy**
ASSIGNMENT: Marvine, Permanent Day-to-Day Substitute
REASON: Declined Position
EFFECTIVE: January 29, 2010
3. NAME: **Simpson, Marie**
ASSIGNMENT: Fountain Hill, Permanent Day-to-Day Substitute
REASON: Declined Position
EFFECTIVE: January 29, 2010

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

1. NAME: **Bryant, Julianne**
ADDRESS: Bethlehem
ASSIGNMENT: Freedom, Spanish Teacher
REASON: Sabbatical Leave of Absence (adjusted date)
EFFECTIVE: February 1, 2010, until the end of the first semester of the 2010-2011 school year
2. NAME: **Frank, James Eric**
ADDRESS: Bethlehem
ASSIGNMENT: William Penn, Grade 1 Teacher
REASON: Family Medical Leave of Absence
EFFECTIVE: January 28, 2010, until the end of the day on February 11, 2010
3. NAME: **McIntyre, Lisa**
ADDRESS: Bethlehem
ASSIGNMENT: Thomas Jefferson, Grade 3 Teacher
REASON: Family Medical Leave of Absence
EFFECTIVE: February 22, 2010, intermittently, until the end of the day on April 9, 2010
4. NAME: **Velazquez, Irma**
ADDRESS: Easton
ASSIGNMENT: Marvine, Guidance Counselor
REASON: Family Medical Leave of Absence
EFFECTIVE: February 2, 2010, intermittently, until the end of the day on February 2, 2011

Noninstructional

1. NAME: **Mullin, Helen**
ADDRESS: Bethlehem
ASSIGNMENT: East Hills, Cook
REASON: General Leave of Absence
EFFECTIVE: February 4, 2010, until the end of the 2009-2010 school year

12. *Leaves of Absence*

RECOMMENDATION:

Noninstructional (continued)

2.	NAME:	Transue, Jacqueline
	ADDRESS:	Bethlehem
	ASSIGNMENT:	Thomas Jefferson, General Kitchen Help
	REASON:	General Leave of Absence
	EFFECTIVE:	January 6, 2010, until the end of the 2009-2010 school year

13. *Nominations for Appointment***RECOMMENDATION:*****Administrative***

1. NAME: **Carfagno, Peter**
 ADDRESS: Whitehall
 COLLEGE, DEGREE: Saint Peter's College, B.A.
 Lehigh University, M.Ed.
 Drexel University, Principal Certification
 University of Pittsburgh, Supervisory Certification
 ASSIGNMENT: Supervisor of Special Education for High Schools
 SALARY: \$81,632, prorated (Instructional Meet and Discuss,
 Category 4, Step 2)
 EFFECTIVE: On or after February 23, 2010

Instructional

1. NAME: **Garman, Mary**
 ADDRESS: Bethlehem
 COLLEGE, DEGREE: Bloomsburg University, B.S.
 ASSIGNMENT: Liberty, (.5) Special Education Teacher
 EXPERIENCE: 10 years, Bethlehem
 STATUS: Long-term Substitute
 SALARY: \$24,752, prorated (Bachelor's +15, Step 11)
 EFFECTIVE: February 23, 2010, terminating at the end of the 2009-
 2010 school year, or upon the return of M. DeLillio

2. NAME: **Mahon, Sean**
 ADDRESS: Bethlehem
 COLLEGE, DEGREE: DeSales University, B.A.
 ASSIGNMENT: Freedom, (.3) Social Studies Teacher
 STATUS: Long-term Substitute
 SALARY: \$12,240, prorated (Bachelor's, Step 1)
 EFFECTIVE: February 23, 2010, terminating at the end of the 2009-
 2010 school year, or upon the return of K. Sobrinski

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

3. NAME: **Troutman, Jill**
 ADDRESS: Schnecksville
 COLLEGE, DEGREE: Kutztown University, B.S.
 East Stroudsburg University, Certification
 ASSIGNMENT: Freedom, Spanish Teacher
 STATUS: Long-term Substitute
 SALARY: \$41,900, prorated (Bachelor's +15, Step 1)
 EFFECTIVE: February 23, 2010, terminating at the end of the 2009-
 2010 school year, or upon the return of J. Bryant

Noninstructional

1. NAME: **Braxmeier, Thomas**
 ADDRESS: Bethlehem
 ASSIGNMENT: Liberty, Monitor
 SALARY: \$14,950, prorated (Noninstructional Meet and Discuss,
 Category N, Step 1)
 EFFECTIVE: February 23, 2010
2. NAME: **Fehnel, Ann Marie**
 ADDRESS: Bethlehem
 ASSIGNMENT: Spring Garden, Teacher Assistant, Life Skills Support,
 full-time
 SALARY: \$14.28 per hour
 EFFECTIVE: February 23, 2010
3. NAME: **Galindo, Emma**
 ADDRESS: Bethlehem
 ASSIGNMENT: Freedom, General Kitchen Help, 3.5 hours daily
 SALARY: \$11.28 per hour
 EFFECTIVE: February 23, 2010
4. NAME: **Haggarty, Linda**
 ADDRESS: Bethlehem
 ASSIGNMENT: SPARK, General Kitchen Help, 1 hour daily
 SALARY: \$11.28 per hour
 EFFECTIVE: February 23, 2010

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

5. NAME: **Mercado, Rosa**
 ADDRESS: Bethlehem
 ASSIGNMENT: Liberty, General Kitchen Help, 3.25 hours daily
 SALARY: \$11.28 per hour
 EFFECTIVE: February 23, 2010
6. NAME: **Rosario, Melissa**
 ADDRESS: Freemansburg
 ASSIGNMENT: SPARK, (.5) 0-3 Secretary/Clerk, 12 months
 SALARY: \$14.01 per hour, to be adjusted upon completion of Clerical/Secretarial Bargaining Agreement
 EFFECTIVE: February 23, 2010

Miscellaneous

1. **ASPIRE Program**
 (After School Programs for Instruction, Recreation, and Enrichment)
Helper
Donegan Elementary School
Mathis, Kenya
 SALARY: \$7.25 per hour
2. **Coaches**
Freedom High School
Baseball
 Assistant Coach (.5) **Ruff, Cody** New \$1,645.50
- Track and Field**
 Assistant Coach (.5) **Quintana, James** Continuing 2,310.50
- Liberty High School***
Softball
 Assistant Coach (.5) **Pastor, Mark** New 1,645.50
- Track and Field**
 Assistant Coach **Will-Weber, Mark** Continuing 4,621.00

13. *Nominations for Appointment***RECOMMENDATION:*****Miscellaneous (continued)*****3. High School Night School Program*****Facilitator*****Wagner, Michael****SALARY: \$3,500.00*****Teachers*****Baran, Michael****Collazo, Paulina****Dectis, Nicholas****Giannantonio, Amy****Michael, Erin****Muller, Michael****Patti, Joshua****Patti, Nicole****Reitz, Adam****Sierra, Trinidad*****Substitute Teachers*****Cleffi, Michael****SALARY: \$32.04 per hour****McDonald, Sherri*****Monitor*****Snyder, Susan****SALARY: To be paid hourly rate*****Substitute Monitor*****Ford, Ronnell****4. Job Training/Work Experience****Code: 10-1200-151-000-3517-00001****That the exceptional student listed on the confidential page be approved for the work experience program.****5. Ninety-day Substitute****NAME: Aoun, Maya****ASSIGNMENT: Freemansburg, Grade 1 Teacher****SALARY: \$40,800, prorated (Bachelor's, Step 1)****EFFECTIVE: January 15, 2010, until the end of the day on January 29, 2010****6. Permanent Day-to-Day Substitutes*****Fountain Hill Elementary School*****Doyne, Cynthia*****Marvine Elementary School*****Fleckenstein, Dax**

13. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

6. Permanent Day-to-Day Substitutes (continued)

Broughal Middle School

Clennon, Sheila

SALARY: \$100.00 per day

Freedom High School

Mahon, Sean (.7)

SALARY: \$70.00 per day

Rex, Kristen (.3)

SALARY: \$30.00 per day

EFFECTIVE: February 23, 2010, until the end of the day on May 14, 2010

7. Site Manager

Freedom High School

Ackerman, Colin

SALARY: \$32.04 per hour

8. Transportation

Part-time Bus Monitors

Acosta, Evelyn

Diaz-Busquets, Noel

Idusuyi, Patience

SALARY: \$11.00 per hour

13. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Instructional

Barnhart, Jamison
Northampton

Schwartz, Joseph
Bethlehem

Belfatti, Jennifer
Hatfield

Smith, Christina
Easton

Cullen, Mary
Emmaus

Stehly, Katie
Bethlehem

DiMenichi, Angela
Bethlehem

Zelinski, Brandy
Allentown

Schutt, Tina
Bethlehem

Noninstructional

Gross, Debra
Easton

Reid, Sandra
Whitehall

Rutolo, Beige
Bethlehem

14. Reassignments**RECOMMENDATION:*****Instructional***

1. NAME: **Cleffi, Jessica**
 ASSIGNMENT: Liberty, Special Education Teacher
 FROM: Long-term Substitute
 TO: (.5) Long-term Substitute/(.5) Temporary
 Professional Employee
 REASON: Successful Candidate
 EFFECTIVE: February 23, 2010, with the Long-term Substitute
 portion terminating at the end of the 2009-2010
 school year, or upon the return of M. DeLillo

2. NAME: **Connors, Amy**
 FROM: Freemansburg, (.5) Kindergarten Teacher
 TO: Fountain Hill, (.5) Reading Teacher/Freemansburg,
 (.5) Kindergarten Teacher
 SALARY: \$53,951, prorated (Master's, Step 12)
 REASON: Successful Candidate
 EFFECTIVE: February 23, 2010

3. NAME: **Wills, Thomas**
 FROM: Fountain Hill, (.5) Reading Teacher
 TO: Fountain Hill, Grade 3 Teacher
 SALARY: \$41,100, prorated (Bachelor's, Step 1)
 REASON: Successful Candidate
 EFFECTIVE: February 23, 2010

Noninstructional

1. NAME: **Buckley, Roxanne**
 FROM: Governor Wolf, General Kitchen Help, Lunch, 3.75
 hours daily
 TO: Governor Wolf, General Kitchen Help, Lunch, 3.75
 hours/Breakfast, 1.5 hours daily
 SALARY: \$12.28 per hour
 REASON: Successful Candidate
 EFFECTIVE: February 23, 2010

15. *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:

MASTER’S DEGREE

Roseman, Michael – Freedom High School

Wagner, Erin – Spring Garden Elementary School

16. *2010-2011 Proposed School District Calendar*

INFORMATION:

The Bethlehem Area School District administration developed the attached 2010-2011 Proposed School District Calendar. The calendar was also reviewed with the superintendents from Northampton Area School District and Saucon Valley School District to coordinate with their districts' calendars to formulate a schedule for the Bethlehem Area Vocational-Technical School.

The Proposed School District Calendar was also reviewed with representatives from the Bethlehem Education Association in December, administrators in January, and brought to the Board Human Resources Committee Meeting on February 8, 2010, for discussion. The board made a revision to designate the first make-up day to be February 18, 2011, rather than January 17, 2011.

RECOMMENDATION:

That the Board of School Directors approves the attached 2010-2011 Proposed School District Calendar.

2010-2011 SCHOOL DISTRICT CALENDAR

Orientation Day – New Teachers	Monday, August 23, 2010
Curriculum & Instruction – New Teachers	Tuesday, August 24, 2010
Teacher In-service Day	Wednesday, August 25, 2010
Teacher In-service Day	Thursday, August 26, 2010
Preparation Day – All Staff	Friday, August 27, 2010
School Session Begins	Monday, August 30, 2010
Schools Closed (Labor Day)	Monday, September 6, 2010
Schools Closed (Yom Kippur)	Friday, September 17, 2010
Schools Closed (Teacher In-service Day)	Monday, October 11, 2010
Schools Closed (Teacher In-service Day)	Wednesday, November 24, 2010
Schools Closed (Thanksgiving Holiday)	Thursday, November 25, 2010 – Monday, November 29, 2010
Schools Reopen	Tuesday, November 30, 2010
Schools Closed (Christmas-New Year's Holiday)	Friday, December 24, 2010 – Friday, December 31, 2010
Schools Reopen	Monday, January 3, 2011
Schools Closed (Teacher In-service Day)	Friday, January 14, 2011
Schools Closed (Martin Luther King Holiday)	Monday, January 17, 2011
First Semester Ends	Friday, January 21, 2011
Second Semester Starts	Monday, January 24, 2011
Schools Closed (Presidents' Holiday)	Friday, February 18, 2011* – Monday, February 21, 2011*
Schools Closed (Spring Break)	Thursday, April 21, 2011* – Monday, April 25, 2011*
Schools Reopen	Tuesday, April 26, 2011
Schools Closed (Memorial Holiday)	Monday, May 30, 2011
Liberty Graduation (Tentative)	Monday, June 6, 2011
Freedom Graduation (Tentative)	Tuesday, June 7, 2011
Last Day of Instruction for K-11	Tuesday, June 7, 2011
Teacher Record Day	Wednesday, June 8, 2011
Teacher In-service/Flex Day	Thursday, June 9, 2011
Teacher In-service/Flex Day	Friday, June 10, 2011

Each day marked with an (*) may be used as a make-up day if schools are closed due to inclement weather or other emergency that would result in the district having fewer than 180 days mandated by state law. Scheduled holidays will be converted to regular days of instruction according to the following order: (1) Friday, February 18; (2) Monday, February 21; (3) Thursday, April 21; and (4) Monday, April 25. The sequence of scheduled make-up days indicated in this calendar is subject to change based on the best interests of the school district.

Reporting Period and Report Cards

Elementary School				High School			
Marking Period Days	Date of Close	Teacher Submission Date	Report Card Distribution	Marking Period Days	Date of Close	Teacher Submission Date	Report Card Distribution
First/45	11/03/2010	11/10/2010	11/17/2010	First	10/01/2010	10/05/2010	10/12/2010
Second/45	01/21/2011	01/28/2011	02/04/2011	Second	11/03/2010	11/08/2010	11/12/2010
Third/46	03/29/2011	04/05/2011	04/13/2011	Third	12/10/2010	12/14/2010	12/20/2010
Fourth/45	06/07/2011	06/03/2011	Report Cards Mailed	Fourth	01/21/2011	01/25/2011	Report Cards Mailed
Middle School				Fifth	02/25/2011	03/01/2011	03/07/2011
First/45	11/03/2010	11/08/2010	11/17/2010	Sixth	03/29/2011	04/04/2011	04/08/2011
Second/45	01/21/2011	01/25/2011	02/04/2011	Seventh	05/04/2011	05/09/2011	05/13/2011
Third/46	03/29/2011	04/04/2011	04/13/2011	Eighth	06/07/2011	06/07/2011	Report Cards Mailed
Fourth/46	06/07/2011	06/07/2011	Report Cards Mailed				

Parent-Teacher Conferences

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

Elementary Schools	Middle Schools	High Schools
November 22, 2010	December 1, 2010	October 21, 2010
November 23, 2010	December 2, 2010	March 10, 2011
February 28, 2011	April 18, 2011	
March 1, 2011		

PSSA Testing:	Retest for Math, Reading, Science, and Writing, Grade 12	October 25-November 5, 2010
	Math and Reading Assessment for Grades 3-8 and 11	March 14-March 25, 2011
	Modified Math and Reading Assessment for Grades 4-8 and 11	March 14-March 25, 2011
	Writing Assessment for Grades 5, 8, and 11	March 28-April 1, 2011
	Science Assessment for Grades 4, 8, and 11	April 4-April 8, 2011
	Modified Science Assessment for Grades 8 and 11	April 4-April 8, 2011
	Assessment Make-ups for All Subjects	April 11-April 15, 2011
English Language Proficiency Testing:		To be determined
National Assessment of Educational Progress (NAEP) (selected schools)		To be determined
PASA Math and Reading for Grades 3-8 and 11		February 14-March 25, 2011
PASA Science for Grades 4, 8, and 11		May 2-May 27, 2011
BASD Education Week:		October 18-22, 2010

17. *Revisions to Board Policy Number 006 – Meetings – Fifth Reading*

INFORMATION:

The first reading of Board Policy Number 006 – Meetings took place at the October 26, 2009, Regular Board Meeting. Revisions were made after the meeting with a recommendation from the solicitor. Revisions are in bold and recommended revisions from the solicitor are underlined, bold, and italicized.

The board reviewed these changes at the November 16, 2010, Regular Board Meeting, as a second reading, but the board did not vote on the changes.

It was brought back to the board at the January 19, 2010, Board Human Resources Committee Meeting, as a third reading where discussion continued regarding wording for Courtesy of the Floor for committee meetings (Page 11). At this meeting, the board felt that wording needed to appear under Order of Business for Regular Meetings regarding Courtesy of the Floor (Page 5).

All of these revisions were then reviewed at the February 8, 2010, Board Human Resources Committee Meeting, as a fourth reading where the board asked that the fifth reading be split for voting on the two changes (Page 5 and Page 11).

RECOMMENDATION:

That the Board of School Directors approves the attached revisions made to Board Policy Number 006 – Meetings as follows:

- a. Add additional information on Page 5 under the Order of Business regarding Courtesy of the Floor.
- b. Correction to Number 2 under Committee Meetings regarding Courtesy of the Floor.

BETHLEHEM AREA SCHOOL DISTRICT

First Reading, October 26, 2009
 Second Reading, November 16, 2009
 Third Reading, January 19, 2010
 Fourth Reading, February 8, 2010
 Fifth Reading, February 22, 2010

SECTION: LOCAL BOARD PROCEDURES

TITLE: MEETINGS

ADOPTED: November 15, 2004

REVISED: February 9, 2009

<p>SC 407 65 Pa. C.S.A. Sec. 701 et seq</p>	<p style="text-align: center;">006. MEETINGS</p> <p>Section 1. <u>Parliamentary Authority</u></p> <p>Cushing's Manual, Robert's Rules of Order or other approved manuals shall be the authority on all questions of parliamentary law not covered by the bylaws of the Board:</p> <ol style="list-style-type: none"> a. The President may speak on all points of order in preference to other members of the Board and shall decide questions of order, subject to an appeal to the Board by any two (2) members. b. A motion must be seconded and, when required, repeated by the President or read aloud before it is debated; every motion must be reduced to writing if the President or any member of the Board shall so require. c. Any member who has made a motion shall have liberty to withdraw it with the consent of the seconder. d. The consideration of any question may be postponed to a fixed time or the question may be suppressed altogether by an indefinite postponement. e. A motion once voted down shall not be renewed at the same meeting without the consent of the number of members required for adoption. f. An amendment may be moved on any motion and shall be decided before the original motion; but not more than one (1) amendment to an amendment shall be entertained. g. If a motion under debate is composed of two (2) or more parts, which are so far independent of each other as to be susceptible of division into several questions, any two (2) members may have it divided and a vote taken on each part.
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SC 508	<ul style="list-style-type: none">h. When any item for discussion is properly brought before the Board, consideration of the same shall not be interrupted except by motion for adjournment, for tabling, for the previous question, for postponement, for commitment or for amendment.i. A motion for adjournment shall always be in order and shall be decided without debate except that it cannot be entertained without unanimous consent when the Board is voting on another question.j. The question cannot be moved by less than a majority of the members present, and when thus called, all debates shall be precluded. The call for the previous questions shall not cut off any pending amendment, but the vote shall be taken without debate on the amendments in their order and finally on the question.k. A motion for postponement shall preclude commitment, and motion for commitment shall preclude amendment or decision on the original subject.l. A motion for reconsideration shall be entertained when made and seconded by members who were in the majority on the vote on the original question.m. If the previous question is decided in the negative, the effect shall be to arrest the discussion and produce indefinite postponement.n. No member shall be interrupted when speaking unless they are out of order, or for purposes of correcting mistakes and misrepresentations.o. No member in the course of debate shall be allowed to indulge in personal reflections.p. If any member acts in any respect in a disorderly manner, it shall be the privilege of any member and the duty of the President to call that member to order.q. If any member shall consider themselves aggrieved by a decision of the chair, it shall be their privilege to appeal to the Board and a vote on such appeal shall be taken without debate.r. When the taking of a vote has commenced, no further remarks or debates shall be permitted, unless some evident mistake has been made, in which case the mistake shall be rectified and the taking of the vote shall then be continued. A majority vote of those members present and voting shall prevail, except in those subjects enumerated in law requiring a majority of all members of the Board.
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	<p>s. Any two (2) members may require the recording of the yeas and nays on any subject or question, irrespective of whether the subject matter under discussion be such as shall require the recording of the yeas and nays under the provisions of the School Code.</p> <p>t. The first person recognized by the President as desiring to speak shall have the right to the floor.</p> <p>u. To allow ample time for full consideration before Board meetings, any new proposals by Board members at meetings shall be laid on the table or deferred until the next regular or special meeting unless it is clearly shown that immediate action on the proposal is essential.</p>
SC 422	<p>Section 2. <u>Quorum</u></p> <p>A quorum shall be five (5) Board members present at a meeting. No business shall be transacted at a meeting without a quorum, but the Board members present at such a meeting may adjourn to another time.</p>
SC 405, 426, 427, 428	<p>Section 3. <u>Presiding Officer</u></p> <p>The President shall preside at all Board meetings. In the absence, disability or disqualification of the President, the Vice-President shall act instead. If neither person is present, a Board member shall be elected President pro tempore by a plurality of those present to preside at that meeting only. The act of any person so designated shall be legal and binding.</p>
65 Pa. C.S.A. Sec. 703, 709	<p>Section 4. <u>Notice</u></p> <p>Notice of all open public Board meetings, including committee meetings and discussion sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and the posting of such notice at the administrative offices of the Board.</p>
65 Pa. C.S.A. Sec. 703, 709	<p>a. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the fiscal year at least three (3) days prior to the time of the first regular meeting.</p>
65 Pa. C.S.A. Sec. 703, 709	<p>b. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.</p>

65 Pa. C.S.A. Sec. 703, 709	c. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting.
65 Pa. C.S.A. Sec. 703	d. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of meeting and sending copies of such notice to interested parties.
65 Pa. C.S.A. Sec. 709	e. Notice of all public meetings shall be given to any newspaper(s) circulating in Northampton County and a radio or television station which so requests. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification.
SC 423	Notice of all regular and special Board meetings shall be given to Board members prior to the time of the meeting.
	Section 5. <u>Regular Meetings</u>
SC 421 65 Pa. C.S.A. Sec. 701 et seq	<p>Regular Board meetings shall be public and shall be held at least once every two (2) months.</p> <p>All regular meetings of the Board shall be held in the auditorium at the East Hills Middle School, 2005 Chester Road, Bethlehem, Pennsylvania, or at such other place or places as the Board may from time to time determine.</p> <p>The stated time for all regular meetings shall be the third Monday of each month at 7:00 p.m. or at the call of the President with prior notice to each member and the press.</p> <p>The meeting for organization in December will be held at the call of the Board during the first week in December. No business shall be transacted at this meeting other than reorganization.</p> <p>Board members may request that verbatim comments be included in the written minutes.</p> <p>a. Agenda</p> <p>It shall be the responsibility of the Superintendent, in cooperation with the Board President, to prepare an agenda of the items of business to come before the Board at each regular meeting.</p>

<p>65 Pa. C.S.A. Sec. 701 et seq SC 426</p>	<p>The agenda for the regular meeting is hand-delivered to Board members, BEA officials (3), custodial/maintenance personnel (1), teacher aides (1), cafeteria personnel (1), and the press on the Friday preceding the Board meeting. Copies are also distributed to key administrative personnel and to each elementary and secondary school faculty room prior to the meeting.</p> <p>b. Order Of Business</p> <p>The order of business for regular meetings shall be as follows, unless altered by the President or a majority of those present and voting:</p> <p>Roll Call Pledge of Allegiance Silent Meditation Instructional Report or Student Recognition Courtesy of Floor to Visitors Reports of Student Representatives Approval of Minutes Approval of Committee Minutes Financial Report/Payment of Bills President's Communication/Special Meetings Superintendent's Report/Federal Program Update Unfinished Business Recommendations of Administration Reports of Committees New and Miscellaneous Business Courtesy of the Floor to Visitors Adjournment</p> <p>Regular meetings will contain a pre and post Courtesy of the Floor. The first Courtesy of the Floor will pertain to matters on the Regular Board Agenda. The second Courtesy of the Floor will deal with matters pertaining to school district business.</p> <p>Section 6. <u>Special Meetings</u></p> <p>Special meetings shall be public and may be called for special or general purposes.</p> <p>The President may call a special meeting at any time. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the Board members.</p> <p>No business shall be transacted at any special meetings except that named in the call sent to the members for such special meetings; provided, that special meetings may be called for general purposes.</p>
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<p>65 Pa. C.S.A. Sec. 701 et seq Pol. 903</p> <p>SC 324</p>	<p>All special meetings of the Board shall be at a place to be determined and advertized.</p> <p>The following shall be the order of business:</p> <ul style="list-style-type: none">Roll CallPledge of AllegianceSilent MeditationCourtesy of Floor to VisitorsApproval of Minutes/Regular and CommitteePresident's Communication/Special MeetingsSuperintendent's ReportUnfinished BusinessRecommendations of AdministrationNew and Miscellaneous BusinessCourtesy of the Floor to VisitorsAdjournment <p>Section 7. <u>Hearing Of The Public</u></p> <p>A member of the public present at a Board meeting may address the Board in accordance with law and Board policy and procedures.</p> <p>Section 8. <u>Voting</u></p> <p>All motions shall require for adoption a majority vote of those Board members present and voting, except as provided by statute or Board procedures.</p> <p>All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another Board member.</p> <p>a. The following actions require the unanimous consent of all the remaining members of the Board:</p> <ol style="list-style-type: none">1. Appoint as attorney or solicitor for the Board a school director who has served for two (2) consecutive terms of four (4) years each after resigning office.2. Appoint as Secretary to the Board of a district of the second class a school director who has resigned his/her office.
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	<p>b. The following actions require the recorded affirmative votes of two-thirds of the full number of Board members:</p>
SC 609, 687	1. Transfer of budgeted funds.
SC 687	2. Transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another.
SC 634	3. Incur a temporary debt or borrow money upon such obligation.
SC 687	4. Incur a temporary debt to meet an emergency or catastrophe.
SC 324	5. Elect to a teaching position a person who has served as a Board member and who has resigned.
SC 707	6. Convey land or buildings to the municipality co-terminus with the school district.
SC 803	7. Adopt or change textbooks without the recommendation of the Superintendent.
SC 1129	8. Dismiss, after a hearing, a tenured professional employee.
SC 671	9. Fix the fiscal year to begin on the first day of January.
	<p>c. The following actions require the recorded affirmative votes of a majority of the full number of Board members:</p>
SC 508	1. Fixing the length of school term.
SC 508 Pol. 108	2. Adopting textbooks recommended by the Superintendent.
SC 508, 1071, 1076	3. Appointing the district Superintendent and Assistant Superintendent(s).
Pol. 508	4. Appointing teachers and principals.
SC 508 Pol. 604	5. Adopting the annual budget.
SC 508 Pol. 005, 606	6. Appointing tax collectors and other appointees.

SC 508 Pol. 605	7. Levying and assessing taxes.
SC 508	8. Purchasing, selling, or condemning land.
SC 508	9. Locating new buildings or changing the location of old ones.
SC 508 Pol. 107	10. Adopting planned instruction.
SC 508	11. Establishing additional schools or departments.
SC 508, 621	12. Designating depositories for school funds.
	13. Expending district funds.
SC 508 Pol. 610	14. Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to \$10,000 bid requirements).
SC 508	15. Fixing salaries or compensation of officers, teachers, or other appointees of the Board.
SC 224	16. Combining or reorganizing into a larger school district.
SC 508	17. Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.
SC 508, 514, 1080	18. Dismissing, after a hearing, a nontenured employee.
SC 212	19. Adopting a corporate seal for the district.
SC 702	20. Determining the location and amount of any real estate required by the school district for school purposes.
SC 708	21. Vacating and abandoning property to which the Board has title.
SC 1503	22. Determining the holidays, other than those provided by statute, to be observed by special exercises and those on which the schools shall be closed for the whole day.

Pol. 004	23. Removing a school director.
Pol. 004	24. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.
Pol. 005	25. Removing an officer of the Board.
Pol. 005	26. Removing an appointee of the Board.
Pol. 003	27. Adopting, amending or repealing Board policy or procedure.
	Section 9. <u>Minutes</u>
SC 518 65 Pa. C.S.A. Sec. 706	<p>The Board shall cause to be made, and shall retain as a permanent record of the district, minutes of all open Board meetings and Board committee meetings. Said minutes shall be comprehensible and complete and shall show:</p> <ul style="list-style-type: none"> a. The date, place, and time of the meeting. b. The names of Board members present. c. The presiding officer. d. The substance of all official actions. e. Actions taken.
65 Pa, C.S.A. Sec. 705	<ul style="list-style-type: none"> f. Recorded votes and a record by individual members of all roll call votes taken. g. The names of all citizens who appeared officially and the subject of their testimony.
SC 407	The Board Secretary shall provide each Board member with a copy of the minutes of the last meeting prior to the next regular meeting.
SC 433	The minutes of Board meetings shall be approved within two (2) months and signed by the Board Secretary.
Pol. 800, 801	All Board meetings are tape-recorded and the tapes are kept for two (2) years. The tapes are transcribed by the Board Secretary and reduced to minute form. Twenty (20) copies of the minutes are run and are distributed to Board members, the solicitor, the Superintendent, and other key administrative personnel. A copy of the permanent Minute Book is kept on file in the Office of the Board Secretary.

<p>65 Pa. C.S.A. Sec. 703, 709 Pol. 006</p>	<p>Section 10. <u>Adjournment</u></p> <p>The Board may at any time recess or adjourn to an adjourned meeting at a specified date and place, upon the majority vote of those present. The adjourned meeting shall take up its business at the point in the agenda where the motion to adjourn was acted upon. Notice of the rescheduled meeting shall be given as provided in Board policy.</p>
<p>65 Pa. C.S.A. Sec. 707, 708</p>	<p>Section 11. <u>Executive Session</u></p> <p>The Board may hold an executive session, which is not an open meeting, before, during, at the conclusion of an open meeting, or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the open meeting prior to or after the executive session.</p> <p>The Board may discuss the following matters in executive session:</p> <ul style="list-style-type: none"> a. Employment issues. b. Labor relations. c. Purchase or lease of real estate. d. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation. e. Matters that must be conducted in private to protect a lawful privilege or confidentiality. <p>Official actions based on discussions held in executive session shall be taken at a public meeting.</p>
<p>65 Pa. C.S.A. Sec. 701 et seq</p>	<p>Section 12. <u>Work Sessions</u></p> <p>The Board may meet as a Committee of the Whole in an open meeting to vote on or to discuss issues. Public notice of such meetings shall be made.</p> <p>A meeting of the Committee of the Whole, not regularly scheduled, may be called at any time by the President; the President shall call such a meeting when requested to do so by Board members. Public notice of the meeting shall be made in accordance with Pol. 006, 4.b.</p>

65 Pa. C.S.A. Sec. 703, 709	The Board Secretary shall provide notice of a meeting of the Committee of the Whole as per the notice provisions of Board procedures.
65 Pa. C.S.A. Sec. 703, 709	<p>Section 13. <u>Committee Meetings</u></p> <ol style="list-style-type: none"> 1. Each committee will meet a minimum of one evening a month to discuss specific issues and major initiatives in its respective area. The responsible cabinet member for each individual committee will serve as the district's liaison and will generate the agenda with dialogue with the Board chairperson prior to the meeting. The Board chairperson will facilitate the meeting. 2. Committee meetings will contain a pre and post Courtesy of the Floor of ten (10) minutes each pertaining to agenda items and matters that may come before that committee. items only or matters of concern which are or may be before the Board.
65 Pa. C.S.A. Sec. 701 et seq	<ol style="list-style-type: none"> 3. Minutes of each committee meeting will be prepared by the cabinet member working with the respective committee and distributed to the entire Board prior to the regular Board meeting. Board members who cannot attend the meeting can submit verbal or written questions to be answered and recorded on the committee minutes. A majority of the total membership of a committee shall constitute a quorum of two (2) out of four (4). 4. The intent of these committee meetings is to fully discuss issues, formulate policy, and develop recommended proposals for action by the full Board. Committee meetings will be open to all Board members if they wish to participate in the discussions. Board members in attendance at committee meetings will, through consensus, place committee meeting agenda items on the regular Board meeting agenda. 5. Unless held as an executive session, committee meetings shall be open to the public, other Board members, and the Superintendent. A majority of the committee or the chairperson may invite Board, employees, consultants, or other person who have special knowledge of the area under investigation. <p>References:</p> <p>School Code – 24 P.S. Sec. 212, 224, 324, 405, 407, 408, 421, 422, 423, 426, 427, 428, 433, 508, 514, 518, 609, 621, 634, 665, 671, 687, 702, 707, 708, 803, 1071, 1075, 1076, 1077, 1080, 1111, 1129, 1503</p> <p>Sunshine Act – 65 Pa. C.S.A. Sec. 701 et seq.</p> <p>Board Policy – 003, 004, 005, 006, 107, 108, 604, 605, 606, 610, 612, 800, 801, 903</p>

18. *Authorize the Execution of Agreements for Contracted Educational Services*

INFORMATION

The district has historically contracted with outside regional professionals to perform various programs for students in accordance with approved academic programs and local/state/federal grants. Such programs are typically payable on an hourly basis and are minimal in cost including as example student instrumental music lessons, dance classes, and student assembly programs. In order to protect the interest of the district in terms of insurances, liability and contractor duties, we are requesting global authorization for the Superintendent or Board Secretary to execute such agreements with these contractors.

RECOMMENDATION:

That the Board of School Directors authorizes the Superintendent and/or Board Secretary to sign and fully execute contractor agreements for student programs related to academic and grant programs not to exceed \$5,000 per agreement with information reports provided to the board not less than quarterly.

AGREEMENT

THIS AGREEMENT, made this , day of , 2010, between (hereinafter called CONTRACTOR), and BETHLEHEM AREA SCHOOL DISTRICT, (hereinafter called DISTRICT).

WITNESSETH:

WHEREAS, DISTRICT IS A SCHOOL DISTRICT LOCATED in Northampton and Lehigh Counties, Pennsylvania, and DISTRICT desires to have the following services performed: ,

and,

WHEREAS, CONTRACTOR agrees to perform these services for the DISTRICT under the terms and conditions set forth in this Agreement,

THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between DISTRICT and CONTRACTOR as follows:

1. This Agreement shall commence on . Either party may cancel this Agreement upon thirty (30) days written notice; otherwise, Agreement shall remain in effect and expire on the end of day .
2. The work to be performed by CONTRACTOR includes all services generally performed by CONTRACTOR in his/her profession, including but not limited to the following:

The CONTRACTOR will

3. DISTRICT will pay the CONTRACTOR the total of Dollars, (\$) Payment will be provided CONTRACTOR within :
4. Parties to this Agreement agree that CONTRACTOR is a professional person, and that the relation created by this Agreement is that of employer-independent contractor.

CONTRACTOR is not an employee of the DISTRICT and not entitled to the benefits provided by the DISTRICT to its employees, including, but not limited to, group insurance, state pension plan, leaves of absence, workers' compensation insurance or employment compensation insurance. DISTRICT may, during the term of this Agreement, engage other independent contractors to perform the same work that CONTRACTOR performs hereunder. CONTRACTOR may practice his profession for others during those periods when he is not performing work under this Agreement for DISTRICT. DISTRICT is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of CONTRACTOR. CONTRACTOR agrees, however, to comply with all Pennsylvania and Federal laws and regulations which apply to DISTRICT or the services to be performed by CONTRACTOR, and any internal policies or procedures of DISTRICT enacted to comply with said State and Federal laws and regulation

5. CONTRACTOR, for the compensation specified in Paragraph 3, hereby agrees to pay and shall hold the DISTRICT harmless against the payment of all taxes, contributions, or premiums which may be payable under Federal, State, or local laws arising out of the performance of the work to be performed by the CONTRACTOR hereunder
6. The services to be performed by CONTRACTOR are to be performed solely by CONTRACTOR and are not to be assigned nor delegated to any other individual, whether or not they are an employee of CONTRACTOR.
7. The CONTRACTOR will obtain, prior to performance of services fro the DISTRICT, a valid criminal history check and a valid child abuse clearance.

IN WITNESS WHEREOF, the parties have executed this Agreement at the day and year first above written.

Stacy M. Gober
Assistant to the Superintendent for Finance
and Administration
Bethlehem Area School District

Contractor

19. *Authorization to Exonerate School District Real Estate Tax Bills for properties: 205-002740 and 217-022188 in the City of Bethlehem*

INFORMATION:

The District has received a request from the City of Bethlehem to exonerate the school tax bills for two properties in the Greenway thru South Bethlehem area. The properties are:

205-002740	Base Tax:	\$ 29.12
217-022188	Base Tax:	\$112.32

RECOMMENDATION:

That the Board of School Directors approves the exoneration of the tax bills for properties: 205-002740 and 217-022188.

20. *Bethlehem Area Vocational-Technical School General Authority Reappointment*

INFORMATION:

Bethlehem Area Vocational-Technical School (BAVTS) notified the district at the end of January that Deborah Watlington's term on the BAVTS General Authority has expired January 2010. Ms. Watlington has informed the district that she would like to continue on the authority which will be a five-year term.

Representatives from the Bethlehem Area School District currently on the BAVTS General Authority are:

	<u>Term Expiration</u>
Deborah Watlington	January 2010
Michael Albarell	January 2011
David Arner	January 2012
Herman Webber	January 2013
Luke Cunningham	January 2014

RECOMMENDATION:

That the Board of School Directors reappoints Deborah Watlington to the BAVTS General Authority for a five-year term expiring in January 2015.

21. *Proposed General Operating Budget for the Colonial Intermediate Unit 20 for 2010-2011 School Year*

INFORMATION:

The Colonial Intermediate Unit 20's Proposed General Operating Budget for the 2010-2011 school year has been submitted to the component schools districts for approval. The budget includes administrative services, curriculum and instructional services, management services, instructional materials services, and ancillary programs totaling \$2,958,420. A comparison with the current year is shown herein:

	<u>Expenditures</u>
Proposed General Operating Budget 2010-2011	\$2,958,420
General Operating Budget 2009-2010	2,912,140
Increase	\$ 46,280

The overall increase in the Colonial Intermediate Unit 20's Proposed General Operating Budget for the 2010-2011 school year is 1.6 percent. The total portion of that budget to be withheld from school districts is \$520,440. The share for each district will fluctuate based on changes in weighted average daily memberships and market values. The Bethlehem Area School District's contribution for 2010-2011 will be the sum of \$103,073.30. This is an increase of \$1,673.52 or 1.65 percent.

RECOMMENDATION:

That the Board of School Directors approves the 2010-2011 General Operating Budget for the Colonial Intermediate Unit 20 as presented in the amount of \$2,958,420 with the BASD contribution of \$103,073.30.

22. *Submit PlanCon Part K: Project Refinancing*

INFORMATION:

In order to recalculate our reimbursement rate, we must submit to PDE PlanCon Part K: Project Refinancing for the 2007 Refunding Issue, which partially refunded the 2003 Series. This will establish our temporary reimbursement rate for the bond issue.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to submit PlanCon Part K: Project Refinancing for the General Obligation Bonds, Series 2010, which partially refunded the 2005 Series.



The PFM Group

Public Financial Management, Inc.
PFM Asset Management LLC
PFM Advisors

One Keystone Plaza
Suite 300
North Front & Market Streets
Harrisburg, PA 17101

717 232-2723
www.pfm.com

February 17, 2010

Ms. Stacy Gober
Asst. to Superintendent for Financial Admin
Bethlehem Area School District
1516 Syucamore Street
Bethlehem, PA 18017-6099

Dear Stacy,

The Department of Education has requested that PlanCon K be completed for the School District's General Obligation Bonds, Series of 2010. Enclosed are the PlanCon K documents which need to be submitted to PDE. Prior to submitting, Page K-1 must be executed. The fully executed packet of documents can be sent to the following address for processing:

Ms. Patricia Dengel
Division of School Facilities
Pennsylvania Dept. of Education
333 Market Street, 4th Floor
Harrisburg, PA 17126-0333

Please forward a copy of the fully executed page K01 to my attention for my records. If you have any questions, please do not hesitate to call.

Sincerely,

Jamie L. Doyle
Senior Managing Consultant

JLD/jle
Enclosures

**PART K: PROJECT REFINANCING
BOARD TRANSMITTAL**

DISTRICT/CTC: Bethlehem Area School District

COUNTY: Northampton and Lehigh

FINANCING NAME: General Obligation Bonds, Series of 2010

<u>ALL</u>	<u>REF</u>	<u>PAGE #</u>	
<u>X</u>		K02	Refinancing Transaction Explanation
<u>X</u>		K03	Summary of Sources and Uses of Funds
<u>X</u>			Signed Board Resolution Authorizing Financing Transaction (<u>including</u> the form of the Bond/Note)
<u>X</u>			Signed Bond/Note Purchase Contract <u>or</u> Completed and Signed Bid Form from Successful Bidder
<u>NA</u>			Signed Lease Agreement <u>or</u> Loan Agreement
<u>NA</u>			Unallocated Funds
<u>X</u>			Signed Verification Report for Advance Refunding/ Certification for Current Refunding from Paying Agent/Trustee
<u>NA</u>			Cash Flow Statement for Current Refunding Call Requirement (if call requirement <u>not</u> gross funded at settlement)
<u>X</u>			Payment Schedule for New Issue/Note
<u>X</u>			Payment Schedule for Original Issue/Note Refinanced
<u>X</u>			Payment Schedule for Issue/Note Not Refinanced

The financial consultant for this refinancing is: Public Financial Management, Inc.

Name of Firm/Company

The person to be contacted if there are any questions about Series of 2010 is:

Jamie L. Doyle, Senior Managing Consultant

Financial Consultant's Name and Position

717-232-2723

Phone Number

717-232-8610

Fax Number

The financial consultant's address is: 1 Keystone Plaza, Suite 300, N. Front & Market, Harrisburg, PA 17101

The financial consultant's e-mail address is: doylej@pfm.com

The school administrator to be contacted if there are any questions about Part K is:

Stacy Gober, Asst. to the Superintendent for Financial Admin

District/CTC Administrator's Name and Position

(610) 861-0500

Phone Number

(610) 807-5599

Fax Number

The school administrator's e-mail address is: sgober@beth.k12.pa.us

This certifies that the attached materials were approved for submission to the Pennsylvania Department of Education by board action.

BOARD ACTION DATE: _____

VOTING: AYE _____ NAY _____ ABSTENTIONS _____ ABSENT _____

Signature, Board Secretary

Board Secretary's Name Printed or Typed

1516 Sycamore Street, Bethlehem, PA 18017-6099

District/CTC Address

Date

REFINANCING TRANSACTION EXPLANATION

District/CYC:

Bethlehem Area School District

Financing Name:
General Obligation Bonds, Series of 2010

Complete a separate information block for each bond series included in this PlanCon Part X submission. Enter "Not Applicable" or "N/A" if the information doesn't apply.

Refunding Issues/Notes/Loans (ex. GOB, Refunding Series of 2005)	Issues/Notes Refunded, Refinanced or Restructured (ex. GOB, Series A of 2000)	PDE Lease Number	Partial or Full Refunding	Current or Advance Refunding	New Money > \$10,000 (Indicate Yes or No)	PDE Project Number and Building Name Funded by New Money
G.O. Bonds Series of 2010	GOB, Series of 2005		Partial	Current	No	

NOTES:

SUMMARY OF SOURCES AND USES OF FUNDS

District/CTC: Bethlehem Area School District		Financing Name: General Obligation Bonds, Series of 2010	Closing Date: 1/5/10
REPORT TO THE PENNY - DO NOT ROUND			
	SERIES 2010	SERIES _____	TOTAL
SOURCES:			
Bond Issue (Par)	\$28,850,000.00		\$28,850,000.00
Original Issue Discount/Premium	803,733.70		803,733.70
Accrued Interest			
Cash Contribution by District			
Unallocated Funds from Bond Issues Being Refunded			
Other Sources of Funds (Specify)			
1. _____			
2. _____			
3. _____			
4. _____			
TOTAL - Sources of Available Funds	\$29,653,733.70		\$29,653,733.70
USES:			
Purchase of Investments / Escrow			
Cash for Current Refunding	25,347,288.09		25,347,288.09
Issuance Costs:			
1. Underwriter Fees	158,675.00		158,675.00
2. Bond Insurance	321,220.49		321,220.49
3. Bond Counsel	34,139.92		34,139.92
4. School Solicitor	14,250.00		14,250.00
5. Financial Advisor	27,850.00		27,850.00
6. Paying Agent/ Trustee Fees and Expenses	1,250.00		1,250.00
7. Printing	2,047.00		2,047.00
8. Rating Fee	23,650.00		23,650.00
9. Verification Report			
10. Computer Fees			
11. CUSIP	400.00		400.00
12. Internet Auction Fee			
13. Escrow Agent	500.00		500.00
14. Swap Advisor	15,000.00		15,000.00
15. _____			
Total - Issuance Costs	\$598,982.41		\$598,982.41
Accrued Interest			
Capitalized Interest			
Surplus Monies or Cash to District			
Other Uses of Funds (Specify)			
1. <u>Swap Termination Payment</u>	3,644,000.00		3,644,000.00
2. <u>Sinking Fund Deposit</u>	63,463.20		63,463.20
TOTAL - USES OF AVAILABLE FUNDS	\$29,653,733.70		\$29,653,733.70

BETHLEHEM AREA SCHOOL DISTRICT
\$28,850,000 GENERAL OBLIGATION BONDS,
SERIES OF 2010

DISPOSITION OF FUNDS [1/5/2010]

RECEIPTS AT CLOSING

Bonds	28,850,000.00		
Accrued Interest	0.00		
Underwriters Discount	(158,675.00)		
Original Issue Premium	803,733.70		
Wire from RBC Capital Markets	29,495,058.70	☐	

TOTAL RECEIPTS \$29,495,058.70

DISBURSEMENTS AT CLOSING

Rhoads & Sinon			
Bond Counsel Fee	20,000.00		
Swap Counsel	8,500.00		
Bond Preparation Fee	3,500.00		
Expenses	2,139.92	34,139.92	☐
King, Spry, Herman, Freund & Faul LLC			
Solicitor Fee	10,000.00		
Swap Solicitor	4,250.00	14,250.00	☐
Public Financial Management, Inc.			
Financial Advisory Fee	26,000.00		
Expenses	1,850.00	27,850.00	☒
PFM Asset Management			
Swap Advisor	15,000.00	15,000.00	☒
Assured Guaranty			
Bond Insurance	321,220.49	321,220.49	c
Mountaintop Studios			
Official Statement Printing	2,047.00	2,047.00	☒
S&P			
Rating Fee	13,500.00	13,500.00	☐
Moody's			
Rating Fee	10,150.00	10,150.00	☒
M&T Bank			
Paying Agent	1,250.00		
Redemption Agent	500.00	1,750.00	ok
Standard & Poor's Corporation			
Standard & Poor's - CUSIP	400.00	<u>400.00</u>	☒

TOTAL EXPENSES PAID AT CLOSING 440,307.41

Amount to Prepay Portion of 2005 Bonds	25,347,288.09	c
Swap Termination Amount	3,644,000.00	c

Sinking Fund 63,463.20

TOTAL DISBURSEMENTS AT CLOSING 29,495,058.70 ☐

District/AVTS Bethlehem Area School District					PDE LEASE # (PDE Use Only)	
Financing General Obligation Bonds, Series of 2010					Total Bond Issue: 28,850,000	
Name:						
Dated Date: 5-Jan-2010						
Settlement Date: 5-Jan-2010						
Bond Discount: 158,675.00					Original Issue Premium: 803,733.70	
PAYMENT DATE	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	28,850,000.00					
7/15/2010	28,850,000.00			733,241.67	733,241.67	
1/15/2011	28,845,000.00	5,000.00	1.250	694,650.00	699,650.00	1,432,891.67
7/15/2011	28,845,000.00			694,618.75	694,618.75	
1/15/2012	28,840,000.00	5,000.00	1.550	694,618.75	699,618.75	1,394,237.50
7/15/2012	28,840,000.00			694,580.00	694,580.00	
1/15/2013	28,825,000.00	15,000.00	2.000	694,580.00	709,580.00	1,404,160.00
7/15/2013	28,825,000.00			694,430.00	694,430.00	
1/15/2014	28,815,000.00	10,000.00	2.100	694,430.00	704,430.00	1,398,860.00
7/15/2014	28,815,000.00			694,325.00	694,325.00	
1/15/2015	28,805,000.00	10,000.00	2.500	694,325.00	704,325.00	1,398,650.00
7/15/2015	28,805,000.00			694,200.00	694,200.00	
1/15/2016	28,790,000.00	15,000.00	2.750	694,200.00	709,200.00	1,403,400.00
7/15/2016	28,790,000.00			693,993.75	693,993.75	
1/15/2017	28,785,000.00	5,000.00	3.000	693,993.75	698,993.75	1,392,987.50
7/15/2017	28,785,000.00			693,918.75	693,918.75	
1/15/2018	28,780,000.00	5,000.00	3.300	693,918.75	698,918.75	1,392,837.50
7/15/2018	28,780,000.00			693,836.25	693,836.25	
1/15/2019	28,775,000.00	5,000.00	3.500	693,836.25	698,836.25	1,392,672.50
7/15/2019	28,775,000.00			693,748.75	693,748.75	
1/15/2020	28,770,000.00	5,000.00	4.000	693,748.75	698,748.75	1,392,497.50
7/15/2020	28,770,000.00			693,648.75	693,648.75	
1/15/2021	28,765,000.00	5,000.00	4.000	693,648.75	698,648.75	1,392,297.50
7/15/2021	28,765,000.00			693,548.75	693,548.75	
1/15/2022	28,745,000.00	20,000.00	4.000	693,548.75	713,548.75	1,407,097.50
7/15/2022	28,745,000.00			693,148.75	693,148.75	
1/15/2023	23,215,000.00	5,530,000.00	4.200	693,148.75	6,223,148.75	6,916,297.50
7/15/2023	23,215,000.00			577,018.75	577,018.75	
1/15/2024	16,740,000.00	6,475,000.00	4.250	577,018.75	7,052,018.75	7,629,037.50
7/15/2024	16,740,000.00			439,425.00	439,425.00	
1/15/2025	8,605,000.00	8,135,000.00	5.250	439,425.00	8,574,425.00	9,013,850.00
7/15/2025	8,605,000.00			225,881.25	225,881.25	
1/15/2026	0.00	8,605,000.00	5.250	225,881.25	8,830,881.25	9,056,762.50
TOTAL		28,850,000.00		20,568,536.67	49,418,536.67	49,418,536.67

District/AVTS Bethlehem Area School District					PDE LEASE # (PDE Use Only)	
Financing Name: General Obligation Bonds, Series of 2005 (Refunded)					Total Bond Issue:	25,345,000
PERIOD ENDING *	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	25,345,000.00					
6/30/2010	25,345,000.00			2,288.09	2,288.09	2,288.09
12/31/2010	25,345,000.00			0.00	0.00	
6/30/2011	25,340,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2011	25,340,000.00			0.00	0.00	
6/30/2012	25,335,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2012	25,335,000.00			0.00	0.00	
6/30/2013	25,330,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2013	25,330,000.00			0.00	0.00	
6/30/2014	25,325,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2014	25,325,000.00			0.00	0.00	
6/30/2015	25,320,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2015	25,320,000.00			0.00	0.00	
6/30/2016	25,315,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2016	25,315,000.00			0.00	0.00	
6/30/2017	25,310,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2017	25,310,000.00			0.00	0.00	
6/30/2018	25,305,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2018	25,305,000.00			0.00	0.00	
6/30/2019	25,300,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2019	25,300,000.00			0.00	0.00	
6/30/2020	25,295,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2020	25,295,000.00			0.00	0.00	
6/30/2021	25,290,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2021	25,290,000.00			0.00	0.00	
6/30/2022	25,285,000.00	5,000.00		0.00	5,000.00	5,000.00
12/31/2022	25,285,000.00			0.00	0.00	
6/30/2023	19,440,000.00	5,845,000.00		0.00	5,845,000.00	5,845,000.00
12/31/2023	19,440,000.00			0.00	0.00	
6/30/2024	13,325,000.00	6,115,000.00		0.00	6,115,000.00	6,115,000.00
12/31/2024	13,325,000.00			0.00	0.00	
6/30/2025	6,935,000.00	6,390,000.00		0.00	6,390,000.00	6,390,000.00
12/31/2025	6,935,000.00			0.00	0.00	
6/30/2026	255,000.00	6,680,000.00		0.00	6,680,000.00	6,680,000.00
12/31/2026	255,000.00			0.00	0.00	
6/30/2027	0.00	255,000.00		0.00	255,000.00	255,000.00
TOTAL		25,345,000.00		2,288.09	25,347,288.09	25,347,288.09

* Principal paid annually on January 1

District/AVTS Bethlehem Area School District					PDE LEASE # (PDE Use Only)	
Financing Name: General Obligation Bonds, Series of 2005 (Remaining)					Total Bond Issue:	29,630,000
PERIOD ENDING *	PRINCIPAL OUTSTANDING	PRINCIPAL	RATE	INTEREST	PERIOD TOTAL	STATE FISCAL YR TOTAL (7/1 - 6/30)
	29,630,000.00					
6/30/2010	29,630,000.00			0.00	0.00	
12/31/2010	29,630,000.00			0.00	0.00	
6/30/2011	29,630,000.00			0.00	0.00	
12/31/2011	29,630,000.00			0.00	0.00	
6/30/2012	29,630,000.00			0.00	0.00	
12/31/2012	29,630,000.00			0.00	0.00	
6/30/2013	29,630,000.00			0.00	0.00	
12/31/2013	29,630,000.00			0.00	0.00	
6/30/2014	29,630,000.00			0.00	0.00	
12/31/2014	29,630,000.00			0.00	0.00	
6/30/2015	29,630,000.00			0.00	0.00	
12/31/2015	29,630,000.00			0.00	0.00	
6/30/2016	29,630,000.00			0.00	0.00	
12/31/2016	29,630,000.00			0.00	0.00	
6/30/2017	29,630,000.00			0.00	0.00	
12/31/2017	29,630,000.00			0.00	0.00	
6/30/2018	29,630,000.00			0.00	0.00	
12/31/2018	29,630,000.00			0.00	0.00	
6/30/2019	29,630,000.00			0.00	0.00	
12/31/2019	29,630,000.00			0.00	0.00	
6/30/2020	29,630,000.00			0.00	0.00	
12/31/2020	29,630,000.00			0.00	0.00	
6/30/2021	29,630,000.00			0.00	0.00	
12/31/2021	29,630,000.00			0.00	0.00	
6/30/2022	29,630,000.00			0.00	0.00	
12/31/2022	29,630,000.00			0.00	0.00	
6/30/2023	29,630,000.00			0.00	0.00	
12/31/2023	29,630,000.00			0.00	0.00	
6/30/2024	29,630,000.00			0.00	0.00	
12/31/2024	29,630,000.00			0.00	0.00	
6/30/2025	29,630,000.00			0.00	0.00	
12/31/2025	29,630,000.00			0.00	0.00	
6/30/2026	29,630,000.00			0.00	0.00	
12/31/2026	29,630,000.00			0.00	0.00	
6/30/2027	22,905,000.00	6,725,000.00		0.00	6,725,000.00	6,725,000.00
12/31/2027	22,905,000.00			0.00	0.00	
6/30/2028	15,605,000.00	7,300,000.00		0.00	7,300,000.00	7,300,000.00
12/31/2028	15,605,000.00			0.00	0.00	
6/30/2029	7,975,000.00	7,630,000.00		0.00	7,630,000.00	7,630,000.00
12/31/2029	7,975,000.00			0.00	0.00	
6/30/2030	0.00	7,975,000.00		0.00	7,975,000.00	7,975,000.00
TOTAL		29,630,000.00		0.00	29,630,000.00	29,630,000.00

* Principal paid annually on January 1



M&T Bank, One M&T Plaza, Buffalo, NY 14203
866 398 9023

February 17, 2010

Ms. Jamie Doyle
Public Financial Management
One Keystone Plaza, Suite 300
N. Front & Market Streets
Harrisburg, PA 17101

Dear Ms. Doyle:

Per your request, we hereby confirm to you the requirements to pay the refunded outstanding principal due on the Bethlehem Area School District, General Obligation Bonds, Series of 2005 through the call date of January 5, 2010.

2005 Bonds Called January 5, 2010	\$25,345,000.00
Interest due January 5, 2010	\$ 2,288.09

If you have any additional questions or need additional information do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Jennifer L. Cook'.

Jennifer L. Cook
Banking Officer

**BETHLEHEM AREA SCHOOL DISTRICT,
Northampton and Lehigh Counties, Pennsylvania**

RESOLUTION

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THIRTY-FOUR MILLION NINE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$34,995,000), TO UNDERTAKE THE FOLLOWING: (1) CURRENTLY REFUND A PORTION OF THE GENERAL OBLIGATION BONDS, SERIES OF 2005 OF THE SCHOOL DISTRICT; (2) MAKE A PARTIAL TERMINATION PAYMENT REQUIRED UNDER THE QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT IDENTIFIED WITH THE 2005 BONDS, AND (3) PAY RELATED COSTS; ACCEPTING A BOND PURCHASE AGREEMENT, IN A PRIVATE SALE BY NEGOTIATION; SETTING FORTH THE PARAMETERS, SUBSTANTIAL FORM OF AND CONDITIONS FOR ISSUING THE REFUNDING BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE SCHOOL DISTRICT TO SECURE THE REFUNDING BONDS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AUTHORIZING A BOND RETIREMENT AGREEMENT, AND RELATED DOCUMENTS AND ACTIONS.

WHEREAS, Bethlehem Area School District, Northampton and Lehigh Counties, Pennsylvania (the "School District"), is a school district of the Commonwealth of Pennsylvania (the "Commonwealth"), a "Local Government Unit" within the meaning of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), and is governed by its Board of School Directors (the "School Board"); and

WHEREAS, The School Board, by its resolution adopted on December 8, 2003 (the "2003 Parameters Debt Resolution"), incurred nonelectoral debt and recited the parameters of two future series of general obligation bonds for various capital projects to be undertaken by the School District over a period of several years; and

WHEREAS, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the debt proceedings of the School District under the 2003 Parameters Debt Resolution, by its Certificate of Approval No. GOB-15387, dated December 30, 2003; and

WHEREAS, The School District entered into a Qualified Interest Rate Management Agreement, as that phrase is defined in the Debt Act, dated December 23, 2003, with Morgan Stanley Capital Services Inc. ("Morgan Stanley"), under the terms of which the School District, beginning on January 5, 2005, would be obligated to pay a fixed rate of interest and Morgan Stanley would be obligated to pay a variable rate of interest until January 1, 2030, on the \$55,000,000 notional amount of bonds of the School District authorized under the 2003 Parameters Debt Resolution (the "Fixed Payer Swap"); and

WHEREAS, The Fixed Payer Swap was amended on November 18, 2004, to change the formula for the variable rate payments by Morgan Stanley; and

WHEREAS, The School District issued on January 5, 2005, its General Obligation Bonds (Weekly Mode), Series of 2005, in the original aggregate principal amount of \$55,000,000 (the "2005 Bonds"), pursuant to the 2003 Parameters Debt Resolution, as variable rate demand bonds; and

WHEREAS, The School Board has determined to optionally redeem and retire a portion of the outstanding principal balance of the 2005 Bonds (the "Refunded 2005 Bonds"), and finance the partial termination of the Fixed Payer Swap, as described in a refunding report (the "Refunding Report") attached hereto as Exhibit A, prepared for the School District by Public Financial Management Inc. (the "Financial Advisor"), as financial advisor to the School District, at such time as the termination payment to Morgan Stanley allocable to the notional amount equal to the Refunded 2005 Bonds under the terms of the Fixed Payer Swap does not exceed 22% of the 2005 Refunded Bonds (the "Maximum Termination Price"); and

WHEREAS, The School Board has contemplated the authorization, sale, issuance and delivery of a series of fixed rate general obligation bonds, in one or more issues, in the maximum aggregate principal amount of Thirty-four Million Nine Hundred Ninety-five Thousand Dollars (\$34,995,000) (the "Bonds"), with the proceeds to be applied to (i) currently refund the Refunded 2005 Bonds, (ii) make a partial termination payment required under the Fixed Payer Swap, and (iii) pay the costs of issuing the Bonds (collectively, the "Refunding Project"), all in accordance with the Debt Act; and

WHEREAS, The School Board has considered the possible manners of selling the Bonds, provided for in the Debt Act, at public sale or private sale, by negotiation or upon invited bidding; and

WHEREAS, The School Board has determined that the Bonds: (a) shall be offered at private sale by negotiation; and (b) shall be offered for sale at a net purchase price of not less than 95.0% nor more than 110% of the aggregate principal amount of the Bonds issued (including

underwriting discount and original issue discount or premium), plus accrued interest (collectively, the "Purchase Price"); and

WHEREAS, A Bond Purchase Agreement to purchase the Bonds (the "Proposal") has been received from RBC Capital Markets Corporation (the "Purchaser"), and reviewed by the Financial Advisor, containing the financial parameters for, and conditions to, the issuance of the Bonds (the "Bond Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms and conditions of the sale of the Bonds, consistent with the Bond Parameters; and

WHEREAS, The School Board desires to accept the Proposal, to award the sale of the Bonds, to authorize issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the Refunding Project, and all in accordance with the Debt Act; and

WHEREAS, The School Board has determined to appoint Manufacturers and Traders Trust Company (the "Paying Agent"), having a corporate trust office in Harrisburg, Pennsylvania, as the paying agent and sinking fund depository for the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the School Board, as follows:

SECTION 1. The School Board hereby authorizes the issuance of the Bonds pursuant to this Resolution, in accordance with the Debt Act, to undertake the Refunding Project, including the partial termination of the Fixed Payer Swap. Rhoads & Sinon LLP is retained by the School District as its bond counsel in connection with the issuance of the Bonds and the Refunding Project.

SECTION 2. The School Board finds that it is in the best financial interests of the School District to sell the Bonds at private sale by negotiation and determines that the debt to be incurred pursuant to this Resolution shall be nonelectoral debt.

SECTION 3. The Refunding Project is authorized under Section 8241(b)(1) of the Debt Act (reduction in total debt service over the life of the issue). The capital projects or facilities originally financed by the 2005 Bonds, vary between a remaining useful life of at least five (5) years and a remaining useful life of at least twenty-five (25) years, with the aggregate principal amount of the Bonds equal to the separate cost of each capital project or facility being stated to mature prior to the end of such useful life. The first maturity of principal of the Bonds will not be deferred beyond two years from the issue date of the Bonds.

SECTION 4. The School Board hereby authorizes its President or Vice President, upon recommendation of the Financial Advisor, to accept and execute the Proposal for the Bonds, and the Bonds shall be awarded to the Purchaser in accordance with terms and conditions of the Proposal, including the Purchase Price, within the Bond Parameters. The School District's Business Manager or Superintendent is hereby authorized to approve the final terms and conditions of the Bonds, and the Addendum to be presented by the Purchaser, within the Bond Parameters and at such time as the Maximum Termination Price will not be exceeded. The Addendum so approved shall be executed and delivered by the President or Vice President of the School Board and included as a part of the Proposal accepted by this Resolution.

SECTION 5. The Bonds, when issued, will be fixed rate, general obligation bonds of the School District.

SECTION 6. The Bonds shall be issuable as one or more series, as fully registered bonds, without coupons, in denominations of \$5,000 principal amount or any integral multiple thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and authenticated as of an interest payment date, in which event such bond shall bear interest from said interest payment date; or (b) such bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such bond shall bear interest from such interest payment date; or (c) such bond is registered and authenticated on or prior to the Record Date next preceding the first interest payment date, in which event such bond shall bear interest from the dated date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date selected by School District, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing series or subseries, numbers, denominations, interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by the School District, the Purchaser and the Paying Agent, as may be appropriate for different series, subseries, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent on behalf of the School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such interest payment date, unless the School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent on behalf of the School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

SECTION 7. Registration of the transfer of ownership of Bonds shall be made upon surrender of any of the Bonds to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of any of the Bonds in the registration books and shall authenticate and deliver, at the earliest practicable time, in the name of the transferee or transferees, a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount that the registered owner is entitled to receive. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

SECTION 8. The School District and the Paying Agent shall not be required to register the transfer of or exchange any of the Bonds then considered for redemption during the period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of such Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any of the Bonds selected for redemption in whole or in part until after the redemption date.

SECTION 9. The School District and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of, premium, if any, and interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but registration of a transfer of ownership may be made as

herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, to the extent of the sum or sums so paid, and neither the School District nor the Paying Agent shall be affected by any notice to the contrary.

SECTION 10. The School District shall cause to be kept, and the Paying Agent shall keep, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 11. The Bonds shall bear interest, and a Purchase Price, resulting in yield(s) to maturity, and principal shall mature or be payable upon mandatory sinking fund redemptions, in the maximum amounts and in the fiscal years set forth in **Exhibit B** attached hereto and a made part hereof.

SECTION 12. The Bonds may be subject to optional redemption by the School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof. The Bonds may be subject to mandatory redemption prior to maturity, determined in the manner described in Section 4 hereof, not in excess of any annual principal payment amount set forth in **Exhibit B** hereof.

SECTION 13. The School District appoints the Paying Agent as the paying agent with respect to the Bonds and directs that the principal of, premium, if any, and interest on the Bonds shall be payable at a designated corporate trust office of the Paying Agent, in lawful money of the United States of America.

SECTION 14. The form of the Bonds, including the form of Assignment and the form of the Paying Agent's Certificate, shall be substantially as set forth in **Exhibit C**, which is attached hereto and made part hereof, with appropriate insertions, omissions and variations.

SECTION 15. The Bonds shall be executed in the name of and on behalf of the School District by the manual or facsimile signature of the President or Vice President of the School Board, and the official seal or a facsimile of the official seal of the School District shall be affixed thereto and the manual or facsimile signature of the Secretary or Assistant Secretary of the School Board shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bonds.

SECTION 16. No bond constituting one of the Bonds shall be entitled to any benefit under this Resolution nor shall it be valid, obligatory or enforceable for any purpose until such bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

SECTION 17. The School District covenants to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to this Resolution, that the School District shall: (i) include the amount of the debt service on the Bonds, for each fiscal year of the School District in which the sums are payable, in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of the debt service, and (iii) duly and punctually pay or cause to be paid from the Sinking Fund (hereinafter identified) or any other of its revenues or funds the principal of and interest on each of the Bonds at the dates and places and in the manner stated therein, according to the true intent and meaning thereof; and, for

such budgeting, appropriation and payment, the School District shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in the Debt Act, the foregoing covenant of the School District shall be specifically enforceable.

SECTION 18. There is created, pursuant to the requirements of the Debt Act, one or more sinking funds for the Bonds (collectively, the "Sinking Fund") including, if applicable, multiple series or subseries, or a mandatory sinking fund. The Sinking Fund shall be administered in accordance with applicable provisions of the Debt Act.

SECTION 19. The School District appoints the Paying Agent as the sinking fund depository with respect to the Sinking Fund.

SECTION 20. The School District covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of the Bonds when due.

SECTION 21. The School Board hereby authorizes the preparation of a Preliminary Official Statement for use in the marketing of the Bonds and authorizes the Superintendent of the School District to approve the form of such Preliminary Official Statement and a final Official Statement with respect to the Bonds of the School District, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Proposal and this Resolution. The President of the School Board shall affix his or her signature to the Official Statement, as such officer, and such execution of the Official Statement shall constitute conclusive evidence of the approval of the Official Statement by the School Board.

SECTION 22. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department the debt statement required by the Debt Act; (b) to prepare and to file with the Department any statements required by the Debt Act that are necessary to qualify all or any portion of the debt of the School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of the School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issue, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

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

SECTION 23. If applicable, as determined from the Proposal, the School Board authorizes and directs the purchase of municipal bond guaranty insurance with respect to the Bonds. The officers and agents of the School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Proposal, including the payment of the premium for such insurance.

SECTION 24. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to contract with the Paying Agent for its services as paying agent for the Bonds and as sinking fund depositary in connection with the Sinking Fund established for the Bonds.

SECTION 25. It is declared that the debt to be incurred hereby, together with any other indebtedness of the School District, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the School District.

SECTION 26. The officers and agents of the School District are authorized to deliver the Bonds and to authorize payment of all costs and expenses associated with issuance of the Bonds as provided for in the Proposal, but only after the Department has certified its approval pursuant to the provisions of the Debt Act or at such time when the filing authorized to be submitted to the Department pursuant to the Debt Act shall be deemed to have been approved pursuant to applicable provisions of the Debt Act.

SECTION 27. The School District covenants to and with purchasers of the Bonds (or any portion thereof intended to be exempt from federal taxation) that it will make no use of the proceeds of such Bonds, or of any other obligations deemed to be part of the same "issue" as any portion of such Bonds under applicable federal tax regulations, that will cause such Bonds to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations implementing said Sections that duly have been published in the Federal Register or any other regulations implementing said Sections, and the School District further covenants to comply with all other

requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on such Bonds.

SECTION 28. The School District hereby authorizes the optional redemption of the Refunded 2005 Bonds within ninety (90) days of the issuance date of the Bonds (the "Redemption Date") in accordance with the rights and privileges reserved to the School District under the terms of the Refunded 2005 Bonds and as described in the Addendum.

The Secretary of the School Board is hereby authorized and directed to give irrevocable instructions to the paying agent for the Refunded 2005 Bonds to redeem the Refunded 2005 Bonds in accordance with this election of the School Board, *following the acceptance of the final terms and conditions of the Bonds and Addendum as described in section 4 hereof.*

If applicable, the School District, simultaneously with delivery of the Bonds to the Purchaser, shall enter into a bond retirement agreement or an escrow agreement (collectively, the "Bond Retirement Agreement") with Manufacturers and Traders Trust Company (the "Escrow Agent"), acting as escrow agent and paying agent for the Refunded 2005 Bonds. The Bond Retirement Agreement shall provide for a deposit of Bond proceeds into an escrow account with the Escrow Agent sufficient to pay the debt service due on the Refunded 2005 Bonds through the Redemption Date. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to execute, to attest, and to seal, as appropriate, and to deliver the Bond Retirement Agreement simultaneously with such delivery of the Bonds. The School District approves the Bond Retirement Agreement in form satisfactory to the Solicitor and Bond Counsel for the School District and as shall be approved by the officers of

the School Board executing the same. Such approval of such officers shall be conclusively presumed to have been given by their execution of the Bond Retirement Agreement.

The officers and agents of the School District are hereby authorized and directed to take all such actions as may be necessary and appropriate to accomplish the redemption and retirement of the Refunded 2005 Bonds.

SECTION 29. The President, Vice President or Treasurer of the School Board, or the Superintendent or Business Manager, respectively, of the School District is each hereby authorized and directed to execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Certificates of Indebtedness, Notes or Bonds, State and Local Government Series ("SLGS"), other securities of the United States of America, collateralized certificates of deposit or other investments satisfying the requirements of 53 Pa.C.S. §8250, as described in the Refunding Report, from proceeds of the Bonds and, if applicable, other funds to be deposited under the Bond Retirement Agreement, and to do, to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the payment of principal and interest on the 2005 Bonds, as described in the Refunding Report and this Resolution.

SECTION 30. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the School Board are authorized and directed to sign documents and take appropriate actions to partially terminate the Fixed Payer Swap, under the conditions described herein.

SECTION 31. The Secretary of the School Board is hereby authorized and directed to execute and to submit to the Pennsylvania Department of Education, promptly following settlement for the Bonds, the appropriate application and other documents and information

necessary to obtain stated reimbursement with respect to the debt service on the Bonds (including the filing of appropriate PLANCON Parts, as applicable).

SECTION 32. The School District shall enter into, and hereby authorizes and directs the President or Vice President of the School Board to execute, a Continuing Disclosure Certificate (the "Certificate") on behalf of the School District on or before the date of issuance and delivery of the Bonds. Such Certificate shall be executed and delivered to satisfy the terms and conditions of the accepted Proposal for sale of the Bonds and Securities and Exchange Commission Rule 15c2-12, and shall be substantially in the form presented to this meeting, which is hereby approved, together with any changes therein made and approved by the executing officer of the School Board, whose execution and delivery thereof shall constitute conclusive evidence of such approval. A copy of the Certificate shall be filed with the Secretary of the School Board and shall be and hereby is made part of this Resolution.

The School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Certificate. Notwithstanding any other provision of this Resolution, failure of the School District to comply with the Certificate shall not be considered an event of default with respect to the Bonds; however, any registered owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the School District to comply with its obligations under this Section and such Certificate.

SECTION 33. The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation ("DTC"). If applicable, at or prior to settlement for the Bonds, the School District and the Paying

Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the "Representation Letter"). The appropriate officers of the School District and the Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

SECTION 34. Notwithstanding the foregoing provisions of this Resolution, the Bonds of each series shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from the School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "Register") maintained by the Paying Agent

in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the School District or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) The School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under this Resolution,

registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither the School District nor the Paying Agent shall be affected by any notice to the contrary. Neither the School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by the School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent

or other action as the record date for such consent or other action, provided that the School District or the Paying Agent may establish a special record date for such consent or other action. The School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book-entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to the School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, the School District determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the School District. In either of such events (unless in the case described in clause (2) above, the School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests the School District and the Paying Agent to do so, the School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

SECTION 35. Any reference in this Resolution to an officer or member of the School Board shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

SECTION 36. This Resolution shall be effective in accordance with the Debt Act.

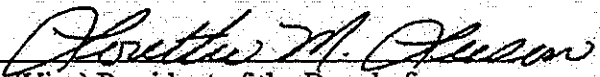
SECTION 37. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the School District that such remainder shall be and shall remain in full force and effect.

SECTION 38. All resolutions or parts of resolutions, insofar as the same shall be inconsistent herewith, shall be and the same expressly are repealed.

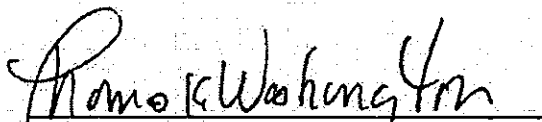
DULY ADOPTED, by the School Board, in lawful session duly assembled, this

21st day of September, 2009.

BETHLEHEM AREA SCHOOL DISTRICT,
Northampton and Lehigh Counties, Pennsylvania

By: 
(Vice) President of the Board of
School Directors

ATTEST:


(Assistant) Secretary of the Board of
School Directors

(SEAL)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.

Number

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTIES OF NORTHAMPTON AND LEHIGH
BETHLEHEM AREA SCHOOL DISTRICT
GENERAL OBLIGATION BOND, SERIES OF 2010

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE OF SERIES</u>	<u>CUSIP</u>
%	January 15,	January 5, 2010	087365
REGISTERED OWNER: CEDE & CO.			
PRINCIPAL SUM: _____ DOLLARS (\$ _____)			

BETHLEHEM AREA SCHOOL DISTRICT, Northampton and Lehigh Counties, Pennsylvania (the "Issuer"), a school district existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon presentation and surrender hereof, the principal sum stated hereon, unless this General Obligation Bond, Series of 2010 (the "Bond"), shall be redeemable and duly shall have been called for earlier redemption and payment of the redemption price shall have been made or provided for,

and to pay initially on July 15, 2010, and thereafter semiannually on January 15 and July 15 of each year, to the registered owner hereof, interest on said principal sum, at the rate per annum stated hereon, until said principal sum has been paid or provision for payment thereof duly has been made. Interest on this Bond shall be payable from the interest payment date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date; or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event this Bond shall bear interest from such interest payment date; or (c) this Bond is registered and authenticated on or prior to the Record Date next preceding July 15, 2010, in which event this Bond shall bear interest from January 5, 2010; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond. The interest on this Bond is payable by check drawn on Manufacturers and Traders Trust Company (the "Paying Agent"); or its successor. The principal of and premium, if any, on this Bond, when due, are payable upon surrender hereof at the designated corporate trust office of the Paying Agent. Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of this Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due

on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of this Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing. Principal, premium, if any, and interest with respect to this Bond are payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the Issuer, known generally as "General Obligation Bonds, Series of 2010" (the "Bonds"), all of like date and tenor, except as to numbers, denominations, dates of maturity, rates of interest, and provisions for redemption, in the maximum aggregate principal amount of Twenty-eight Million Eight Hundred Fifty Thousand Dollars (\$28,850,000).

The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Debt Act"), of the Commonwealth, and by virtue of a duly adopted resolution (the "Resolution") of the Issuer. The Debt Act, as such shall have been in effect when the Bonds were authorized, and the Resolution shall constitute a contract between the Issuer and registered owners, from time to time, of the Bonds.

The Issuer has covenanted, in the Resolution, to and with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, pursuant to the Resolution, that the Issuer shall: (i) include the amount of the debt service for the Bonds, for each fiscal year of

the Issuer in which such sums are payable, in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid, from the sinking fund established under the Resolution or any other of its revenues or funds, the principal of and interest on each of the Bonds at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the Issuer has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

This Bond shall not be entitled to any benefit under the Resolution, nor shall it be valid, obligatory or enforceable for any purpose, until this Bond shall have been authenticated by the Paying Agent.

The Bonds are issuable only in the form of registered bonds, without coupons, in the denominations of \$5,000 principal amount or any integral multiple thereof. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate upon surrender of such Bonds to the Paying Agent, with written instructions satisfactory to the Paying Agent.

The Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the Issuer and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same series, maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive.

The Issuer and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption, as hereinafter provided, or to register the transfer of or exchange any portion of any bond selected for redemption until after the redemption date.

The Bonds stated to mature on or after January 15, 2022, are subject to redemption prior to maturity, at the option of the Issuer, as a whole, on January 15, 2020, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption.

The Bonds stated to mature on or after January 15, 2022, are subject to redemption prior to maturity, at the option of the Issuer, from time to time, in part, in any order of maturity selected by the Issuer, on January 15, 2020, or on any date thereafter. If less than all Bonds of any

particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Bonds stated to mature on January 15, 2022, are subject to mandatory redemption prior to maturity, in the amounts and on January 15 of the years set forth in the following schedule as drawn by lot by the Paying Agent in behalf of the Issuer:

<u>Year</u>	<u>Amount</u>
2020	\$5,000
2021	\$5,000.

Any such redemption shall be upon application of money available for the purpose in the Mandatory Sinking Fund established under the Resolution and shall be upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption. In lieu of such mandatory redemption, the Paying Agent, as sinking fund depository, in behalf of the Issuer, may purchase, from money available for the purpose in the Sinking Fund established under the Resolution, at a price not to exceed the principal amount plus accrued interest, or the Issuer may tender to the Paying Agent, all or part of the Bonds subject to being drawn for redemption in any such year.

If this Bond is of a denomination larger than \$5,000, a portion of this Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption. In the case of partial redemption of this Bond, payment of the

redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that should this Bond be registered in the name of The Depository Trust Company ("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption shall be deposited in first class mail not less than 30 days prior to the date fixed for redemption and shall be addressed to the registered owners of the Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent as of the day such Bonds are selected for redemption. Failure to mail any notice of redemption or any defect therein or in the mailing thereof shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption as to which proper notice has been given.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal, premium, if any, and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect thereto, except to receive payment of the

principal to be redeemed and accrued interest thereon to the date fixed for redemption, together with the redemption premium, if any.

The Issuer, in the Resolution, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on the Bonds shall be deposited not later than the date fixed for the disbursement thereof. The Issuer has covenanted, in the Resolution, to make payments from such sinking fund or from any other of its revenues or funds, at such times and in such annual amounts as shall be sufficient for prompt and full payment of all obligations of this Bond.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the Issuer, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual signature of the President of the Board of School Directors, and its official seal to be affixed hereto and the manual signature of the Secretary of the Board of School Directors to be affixed hereto in attestation thereof, all as of January 5, 2010.

BETHLEHEM AREA SCHOOL DISTRICT,
Northampton and Lehigh Counties, Pennsylvania

By: _____
President of the Board of School Directors

ATTEST:

Secretary of the Board of School Directors

(SEAL)

CERTIFICATE OF AUTHENTICATION; CERTIFICATE AS TO OPINION; AND
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within-mentioned
Resolution;

(ii) An original Opinion issued by Rhoads & Sinon LLP, dated and delivered on
the date of the original delivery of, and payment for, such Bonds that is on file at such designated
corporate trust office where the same may be inspected; and

(iii) Assured Guaranty Municipal Corp. (formerly known as Financial Security
Assurance Inc.) has issued its municipal bond insurance policy, as stated in the Statement of
Insurance printed upon this Bond; a copy of which policy is on file at such designated corporate
trust office where the same may be inspected.

Manufacturers and Traders Trust Company,
as Paying Agent

By: _____
Authorized Representative

Date of Registration and Authentication:

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

(the "Transferee")

Name

Address

Social Security or Federal Employer Identification No. _____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, as attorney, to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Date: _____

Signature Guaranteed: _____

NOTICE: Signature(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust and the name of the trustee must be supplied.

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. (formerly known as Financial Security Assurance Inc.) ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to Manufacturers and Traders Trust Company, Buffalo, New York, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

BOND PURCHASE AGREEMENT

for

**BETHLEHEM AREA SCHOOL DISTRICT
Northampton and Lehigh Counties, Pennsylvania
\$34,995,000 Maximum Aggregate Principal Amount
General Obligation Bonds**

September 21, 2009

RBC Capital Markets Corporation

BOND PURCHASE AGREEMENT

BETHLEHEM AREA SCHOOL DISTRICT
Northampton and Lehigh Counties, Pennsylvania
\$34,995,000 Maximum Aggregate Principal Amount
General Obligation Bonds

September 21, 2009

Board of School Directors
Bethlehem Area School District
1516 Sycamore Street
Bethlehem, PA 18017-6099

Ladies and Gentlemen:

The undersigned, RBC Capital Markets Corporation (the "Underwriter"), acting on its own behalf, offers to enter into the following agreement with Bethlehem Area School District, Northampton and Lehigh Counties, Pennsylvania (the "Issuer") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Resolution (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Bonds.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all of the Issuer's general obligation Bonds (the "Bonds"), authorized for issuance in one series under a resolution adopted by the Issuer on September 21, 2009 (the "Bond Resolution") and more fully described herein. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that with respect to the Underwriter's purchase of the Bonds, the Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its capacity as Underwriter for its own account. The Underwriter has been duly authorized to execute this agreement and to act hereunder.

The maximum aggregate principal amount of the Bonds to be issued, the maximum annual principal maturity or mandatory redemption amounts, and the maximum interest rate(s) per annum, are set forth in Schedule I attached hereto. The Bonds are described in, and shall be issued and secured under and pursuant to, the terms and conditions of the Bond Resolution and any Bond Agreement authorized thereunder. Manufacturers and Traders Trust Company (the "Paying Agent") shall serve as paying agent, sinking fund depositary and registrar for the Bonds.

The purchase price for any series of Bonds purchased hereunder, including underwriting discount and net original issue discount or original issue premium, shall be negotiated and set forth in a written addendum to this Agreement executed by both parties at least 15 days prior to date of the Closing (as hereinafter defined), and shall not be less than 95.0% nor more than 110.0% of the aggregate principal amount of Bonds to be issued and delivered by the Issuer, plus interest accrued, if any, on the Bonds from the dated date of the Bonds to the date of such Closing. The initial offering prices and yields, interest rate modes, mode conversion provisions, remarketing provisions, optional and mandatory tender provisions, credit or liquidity provisions, optional and mandatory redemption provisions, sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, not inconsistent with the Bond Resolution and any Bond Agreement authorized thereunder, also shall be set forth in an addendum to this Agreement and shall in all respects shall be acceptable to the Issuer in its sole discretion. The Bonds may, however, be issued and delivered by the Issuer from time to time, on such dates and

in such aggregate principal amounts as may be authorized by the Issuer and acceptable to the Underwriter, and the Underwriter shall, at the time of issuance and delivery of such Bonds, pay the appropriate purchase price set forth above, plus accrued interest, if any, from the dated date of such Bonds to the date of delivery of such Bonds.

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Bonds at prices not to exceed the public offering price(s) described above, which will be set forth on the cover of an Official Statement to be prepared by or on behalf of the Issuer (the "Official Statement") in connection with the marketing and issuance of the Bonds. The Underwriter may subsequently change such offering price(s) without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

3. *The Preliminary Official Statement and the Official Statement.*

(a) Upon request of the Underwriter, following notification by the Issuer that it intends to issue Bonds under the Bond Resolution, a Preliminary Official Statement shall be prepared for use by the Underwriter in connection with any public offering, sale or distribution of the Bonds. The Preliminary Official Statement shall be deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The Issuer hereby agrees to consent to the use by the Underwriter of the Preliminary Official Statement in connection with a public offering of the Bonds.

(b) Not later than seven (7) business days after the Issuer and the Underwriter execute the addendum to this Agreement establishing the final terms applicable to the Bonds, and in sufficient time to accompany any confirmation that requests payment from any customer, the Issuer shall provide, or cause to be provided, to the Underwriter, an Official Statement satisfying the requirements of the Rule. The Official Statement shall be complete as of the date of its delivery to the Underwriter and shall be made available in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The Issuer agrees to authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds.

(c) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, or cause to be prepared and furnished, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions,

certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriter hereby agrees to file the Official Statement with the MSRB through its EMMA system and the state information depository, if any, for the Commonwealth of Pennsylvania. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. *Representations, Warranties, and Covenants of the Issuer.* The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a school district duly created and organized and existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth"), specifically, the Public School Code of 1949, as amended and supplemented (the "School Code"), and has full legal right and authority under the School Code, the Local Government Unit Debt Act, as amended and supplemented (the "Act") and the Bond Resolution (i) to enter into, execute and deliver this Agreement, the Bond Resolution and, if required by applicable law, a Continuing Disclosure Undertaking (the "Undertaking") as defined in Section 7(i)(4) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Bond Resolution, the Undertaking and the other documents referred to in this clause (i) are hereinafter referred to as the "*Issuer Documents*"), (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, or such later date satisfactory to the Underwriter, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein, in the Bond Resolution and in the Official Statement;

(c) The Issuer Documents constitute or will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge it purports to create as set forth in the Bond Resolution;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the Commonwealth or the United States, any applicable judgment or decree, or any loan agreement, indenture, bond, Bond, resolution, agreement or other instrument to which the Issuer is a party relating to the transaction contemplated by this Agreement or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would

constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds and the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided in the Bonds and the Bond Resolution;

(e) All authorizations and approvals of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been or will be duly obtained;

(f) The Bond shall conform to the descriptions thereof to be set forth in the Official Statement under the caption "The Bonds"; the description of the Bond Resolution to be contained in the Official Statement under the caption "Introduction" shall conform to the Bond Resolution; the proceeds of the sale of the Bonds will be applied generally as described in the addendum to this Agreement and in the Official Statement under the caption "Purpose of the Issue"; and, if applicable, the Undertaking shall conform to the description thereof to be contained in the Official Statement under the caption "Continuing Disclosure Undertaking;"

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, (1) affecting the existence of the Issuer or the titles of its officers to their respective offices, (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the collection of taxes pledged to the payment of principal of and interest on the Bonds, pursuant to the Bond Resolution, (3) in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, (4) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes under existing laws or the exclusion from gross income of interest on the Bonds from Pennsylvania personal income tax and Pennsylvania personal property taxes under the laws of the Commonwealth, (5) contesting in any way the timing or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (6) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, if any such action does exist or is threatened, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) As of its date, the Preliminary Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) From its date (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 3 of this Agreement), up to and including the date of Closing, the Official Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and not to take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or State income tax purposes of the interest on the Bonds;

(k) The financial statements of, and other financial information regarding the Issuer, in the Official Statement shall fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(l) Prior to the Closing the Issuer will not offer or issue any Bonds, bonds or other obligations for borrowed money payable from or secured by any of the revenues or assets which will secure the Bonds without prior notice to the Underwriter; and

(m) Any certificate signed by any official of the Issuer duly authorized to do so in connection with the transactions contemplated by this Agreement shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

5. *Closing.*

(a) At such time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "*Closing*"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter via the Book-Entry Only System of The Depository Trust Company, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Agreement by a wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter. If the Bonds are issued and delivered to the Underwriter from time to time as permitted under Section 1 hereof, the mutual delivery of Bonds and the other documents, certificates and opinions required by this Agreement to be made on the related Closing Date is herein referred to as a "*Closing*."

(b) Delivery of the Bonds in definitive registered form, duly executed and authenticated, bearing CUSIP numbers without coupons with one Bond for each maturity, registered in the name of The Depository Trust Company ("DTC"), or its nominee, Cede & Co., shall be made by the Issuer to the Trustee as custodian for DTC pursuant to DTC's "FAST" procedures, at the Closing.

6. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligation under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

- (b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;
- (c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;
- (d) At or prior to the Closing, the Bond Resolution shall have been duly adopted by the Issuer and in full force and effect, and the Issuer shall have duly executed and delivered the Bonds to the Paying Agent for the Paying Agent's authentication of the Bonds;
- (e) At or prior to the Closing, the Bond Insurance Policy (hereinafter defined) shall have been duly executed, issued and delivered by the Bond Insurer (hereinafter defined);
- (f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;
- (g) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;
- (h) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter; and
- (i) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:
- (1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by an officer of the Issuer, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;
 - (2) The Bond Resolution and any Bond Agreement authorized thereunder, each with such supplements or amendments as may have been agreed to by the Underwriter;
 - (3) This Agreement, together with all addendums pertaining to the final terms of the Bonds, duly executed by the Issuer;
 - (4) The Undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule;
 - (5) The approving opinion of Bond Counsel with respect to the Bonds;
 - (6) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or

proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, and other income, or the levy or collection of taxes to pay the principal of and interest on the Bonds; or the pledge of the full faith, credit and taxing power of the Issuer for payment of the Bonds; (iii) the resolutions of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Bonds and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement (as the same may have been amended or supplemented in accordance with Section 3(c) hereof, if applicable) is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(7) A certificate of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(8) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds; and

(9) A credit rating(s) from Moody's Investors Service or Standard and Poor's Corporation ("S&P"), underlying and/or enhanced, acceptable to the Underwriter;

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

7. *Termination.* Either party shall have the right to terminate this Agreement and their obligations hereunder if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall, in the sole judgement of the terminating party, be materially adversely affected by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the

Commonwealth or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) Legislation shall be introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York or Pennsylvania state officials authorized to do so;

(d) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(e) Any amendment to the federal Constitution or Constitution of the Commonwealth or action by any federal or Commonwealth court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, the Bonds (or interest thereon), or the validity or enforceability of the Bond Resolution or the levy of taxes to pay principal of and interest on the Bonds;

(f) Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(h) Prior to the date of Closing, the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, which in the judgement of the Underwriter would have a material adverse affect upon the Underwriter's ability to market the Bonds;

- (i) Any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
- (j) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service of the Issuer's underlying credit rating or any rating of the Bond Insurer;
- (k) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or
- (l) Legislation shall be proposed for enactment or be enacted which materially and adversely affects the taxing power of the Issuer or the ability of the Issuer to pledge its full faith, credit and taxing power for the Bonds.

Notwithstanding the foregoing, the School District shall have the right and privilege to terminate its obligation to sell, issue and deliver the Bonds to the Underwriter pursuant to this Agreement for any reason, with or without cause at any time after a period of six (6) months following the initial date of this Agreement and the Bond Resolution, but not after the date of the execution of any addendum by the School District *pro tanto* (to the extent of the principal authorized in any addendum), upon payment of reasonable out-of-pocket expenses to the Underwriter. Written notice of the School District's election to terminate this Agreement shall be given to the Underwriter promptly, and thereafter the School District will have no further obligation under this Agreement.

8. *Expenses.* The Issuer shall pay all costs of issuance of the Bonds, including any rating, filing or insurance fees, printing of Bonds and Official Statement, underwriting discount, financial advisor fees, paying agent and sinking fund depositary fees, bond counsel and local counsel fees and expenses, and any other such miscellaneous expenses which occur in the normal underwriting of a Bond issue.

9. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter). Notwithstanding the foregoing, the Issuer shall have the right, which right is hereby specifically acknowledged by the Underwriter, to direct the Underwriter to assign this Agreement and the Underwriter's interests in this Agreement to such party as the Issuer may direct in writing to the Underwriter. Upon such assignment the Underwriter shall be relieved of any obligations under this Agreement. The Issuer shall be responsible for the reasonable out of pocket expenses of the Underwriter in the event of any directed assignment to another party. This Agreement may be assigned by the Underwriter with the Issuer's prior written consent. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

10. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

11. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the law of the Commonwealth.

12. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

14. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

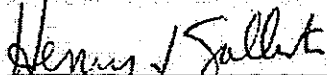
15. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS CORPORATION

By



Name Henry J. Sallusti

Title Managing Director

Date September 21, 2009

ACCEPTANCE

ACCEPTED at 8:00 p.m. Eastern Time this 21st day of September, 2009.

BETHLEHEM AREA SCHOOL DISTRICT

Northampton and Lehigh Counties, Pennsylvania

By

Name

Title (Vice) President of the Board of School Directors

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS CORPORATION

By _____

Name Henry J. Sallusti

Title Managing Director

Date September 21, 2009

ACCEPTANCE

ACCEPTED at 8:00 p.m. Eastern Time this 21st day of September, 2009.

BETHLEHEM AREA SCHOOL DISTRICT

Northampton and Lehigh Counties, Pennsylvania

By Loretta M. Leeson

Name Loretta M. Leeson

Title (Vice) President of the Board of School Directors

SCHEDULE I

BETHLEHEM AREA SCHOOL DISTRICT Northampton and Lehigh Counties, Pennsylvania General Obligation Bonds

Summary

Maximum Aggregate Principal Amount:

\$34,995,000

*Principal Maturity (or Mandatory Redemption): January 1

<u>Maximum Annual Principal Payment Amount (\$)</u>	<u>Maximum Interest Rate (%)</u>	<u>Principal Maturity or Mandatory Sinking Fund Payment Year*</u>
\$60,000	6.50%	2010
\$60,000	6.50%	2011
\$60,000	6.50%	2012
\$60,000	6.50%	2013
\$60,000	6.50%	2014
\$60,000	6.50%	2015
\$60,000	6.50%	2016
\$60,000	6.50%	2017
\$60,000	6.50%	2018
\$60,000	6.50%	2019
\$60,000	6.50%	2020
\$60,000	6.50%	2021
\$60,000	6.50%	2022
\$6,790,000	6.50%	2023
\$7,775,000	6.50%	2024
\$9,590,000	6.50%	2025
\$10,060,000	6.50%	2026

ADDENDUM TO THE BOND PURCHASE AGREEMENT

For

BETHLEHEM AREA SCHOOL DISTRICT
Northampton and Lehigh Counties, Pennsylvania
\$28,850,000 Aggregate Principal Amount
General Obligation Bonds, Series of 2010

December 17, 2009

RBC Capital Markets Corporation

ADDENDUM TO THE BOND PURCHASE AGREEMENT

BETHLEHEM AREA SCHOOL DISTRICT Northampton and Lehigh Counties, Pennsylvania General Obligation Bonds, Series of 2010

December 17, 2009

Board of School Directors
Bethlehem Area School District
1516 Sycamore Street
Bethlehem, PA 18017-6099

Ladies and Gentlemen:

On September 21, 2009, RBC Capital Markets Corporation (the "Underwriter") entered into a Bond Purchase Agreement (the "Agreement") for General Obligation Bonds in the maximum aggregate principal amount of \$34,995,000 (the "Bonds") with Bethlehem Area School District, Northampton and Lehigh Counties, Pennsylvania (the "Issuer"). The Agreement was authorized by the Issuer under a resolution adopted on September 21, 2009 (the "Bond Resolution"). The Bond Resolution provided that the Issuer could issue the Bonds in one or more series as long as the terms of the Bonds met certain parameters set forth in the Bond Resolution and the Agreement. The Bond Resolution provided that upon presentation by the Underwriter to the Issuer of the final terms of the Bonds that the Underwriter and the Issuer would execute and deliver an addendum to the Bond Purchase Contract (the "Addendum") setting forth the final terms of the Bonds, as long as the final terms of the Bonds were within the parameters set forth in the Bond Resolution and the Agreement.

The Underwriter offers to enter into this Addendum setting forth the final terms of the Bonds, which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter.

The Bonds shall be designated as the Issuer's \$28,850,000 General Obligation Bonds, Series of 2010 and the principal amount of the Bonds to be issued, the dated date thereof, the maturities and the interest rates per annum are set forth in the "Summary of Addendum Agreement" attached hereto and incorporated herein by this reference. The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the Bond Resolution and this Addendum. Manufacturers and Traders Trust Company (the "Paying Agent") shall serve as paying agent, sinking fund depository and registrar for the Bonds.

The purchase price for the Bonds shall be \$29,495,058.70 plus interest accrued on the Bonds from the dated date of the Bonds to the date of closing, January 5, 2010, or such other date that shall be mutually agreed upon by the Issuer and the Underwriter. The purchase price represents an addition to par of \$645,058.70, which is comprised of an underwriter's discount of \$158,675.00 plus a net original issue premium of \$803,733.70.

This Addendum is subject to a credit rating from Moody's Investors Service, Inc. of "Aa3" based upon the receipt of a bond insurance policy from Assured Guaranty Municipal Corp. Moody's Investors Service, Inc. has also assigned the Issuer an underlying credit rating of "Baa1".

The Issuer and the Underwriter hereby confirm that conditions and parameters set forth in the Bond Resolution have been satisfied and the Issuer accepts the final terms of the Bonds as set forth in this Addendum.

Respectfully submitted,

RBC CAPITAL MARKETS CORPORATION

By: Henry J. Sallusti
Name: Henry J. Sallusti
Title: Managing Director

ACCEPTANCE

The undersigned Authorized Officer of the Issuer has been authorized to accept and approve this Addendum on behalf of the Issuer pursuant to the Bond Resolution. The Issuer hereby accepts the final terms of the Bonds as set forth in this Addendum at _____ p.m. ET this 17th day of December, 2009.

BETHLEHEM AREA SCHOOL DISTRICT

By: Christa M. Kavan 10:35 A.M.
Title: (Vice) President, Board of School Directors 12-18-09

SUMMARY OF ADDENDUM AGREEMENT

BETHLEHEM AREA SCHOOL DISTRICT
Northampton and Lehigh Counties, Pennsylvania
\$28,850,000 General Obligation Bonds, Series of 2010
Dated: January 5, 2010

General Obligation Bonds, Series 2010

Principal Amount	100.000%	\$28,850,000.00
Less: Underwriting Discount	0.550%	(158,675.00)
Plus: Net Original Issue Premium		<u>803,733.70</u>
Bid Price	102.236%	\$29,495,058.70
Net Proceeds from Sale		\$29,495,058.70

Bond Issue consists of:

General Obligation Bonds, Series of 2010

<u>Par Amount</u>		<u>Coupon (%)</u>	<u>Yield (%)</u>	<u>Price</u>	<u>Due</u>
\$ 5,000	General Obligation Bonds, Series of 2010	1.250%	1.250%	100.000%	January 15, 2011
\$ 5,000	General Obligation Bonds, Series of 2010	1.550%	1.550%	100.000%	January 15, 2012
\$ 15,000	General Obligation Bonds, Series of 2010	2.000%	1.800%	100.586%	January 15, 2013
\$ 10,000	General Obligation Bonds, Series of 2010	2.100%	2.150%	99.807%	January 15, 2014
\$ 10,000	General Obligation Bonds, Series of 2010	2.500%	2.550%	99.765%	January 15, 2015
\$ 15,000	General Obligation Bonds, Series of 2010	2.750%	2.900%	99.175%	January 15, 2016
\$ 5,000	General Obligation Bonds, Series of 2010	3.000%	3.200%	98.749%	January 15, 2017
\$ 5,000	General Obligation Bonds, Series of 2010	3.300%	3.450%	98.955%	January 15, 2018
\$ 5,000	General Obligation Bonds, Series of 2010	3.500%	3.650%	98.854%	January 15, 2019
 \$ 30,000	 General Obligation Bonds, Series of 2010	 4.000%	 4.200%	 98.125%	 January 15, 2022
 \$5,530,000	 General Obligation Bonds, Series of 2010	 4.200%	 4.340%	 98.616%	 January 15, 2023
\$6,475,000	General Obligation Bonds, Series of 2010	4.250%	4.410%	98.338%	January 15, 2024
\$8,135,000	General Obligation Bonds, Series of 2010	5.250%	4.470%	106.247%	January 15, 2025
\$8,605,000	General Obligation Bonds, Series of 2010	5.250%	4.550%	105.584%	January 15, 2026

Optional Redemption

The Bonds stated to mature on or after January 15, 2022 shall be subject to redemption prior to maturity, at the option of the School District, as a whole, or from time to time, in part on January 15, 2020, or on any date thereafter (and if in part, in any order of maturity as selected by the School District and within a maturity by lot), in either case upon payment of a redemption price of 100% of the principal amount of such Bonds, together with accrued interest to the redemption date.

Mandatory Redemption

The Bonds maturing on January 15, 2022 shall be subject to mandatory redemption prior to maturity as drawn by lot by the Paying Agent at a redemption price of par plus accrued interest to the date fixed for redemption, on January 15 of the years and in the aggregate amounts set forth in the following schedule:

Term Bonds January 15, 2022

<u>Year</u>		<u>Amount</u>
2020	\$	5,000
2021	\$	5,000
2022	\$	20,000*

*At maturity

BETHLEHEM AREA SCHOOL DISTRICT							SETTLE	1/5/2010
SERIES OF 2010							DATED	1/5/2010
REFUNDS A PORTION OF THE SERIES OF 2005 BONDS & PAYS PARTIAL SWAP TERMINATI								

1	2	3	4	5	6	7	8	9	10
Date	Principal	Rate	Yield	YTM	Interest	Semi-Annual Debt Service	Fiscal Year Debt Service	State Aid	Proposed Local Effort
7/15/2010					733,241.67	733,241.67			
1/15/2011	5,000	1.250	1.250		694,650.00	699,650.00	1,432,891.67	175,786.35	1,257,105.32
7/15/2011					694,618.75	694,618.75			
1/15/2012	5,000	1.550	1.550		694,618.75	699,618.75	1,394,237.50	171,044.28	1,223,193.22
7/15/2012					694,580.00	694,580.00			
1/15/2013	15,000	2.000	1.800		694,580.00	709,580.00	1,404,160.00	172,261.56	1,231,898.44
7/15/2013					694,430.00	694,430.00			
1/15/2014	10,000	2.100	2.150		694,430.00	704,430.00	1,398,860.00	171,611.36	1,227,248.64
7/15/2014					694,325.00	694,325.00			
1/15/2015	10,000	2.500	2.550		694,325.00	704,325.00	1,398,650.00	171,585.60	1,227,064.40
7/15/2015					694,200.00	694,200.00			
1/15/2016	15,000	2.750	2.900		694,200.00	709,200.00	1,403,400.00	172,168.33	1,231,231.67
7/15/2016					693,993.75	693,993.75			
1/15/2017	5,000	3.000	3.200		693,993.75	698,993.75	1,392,987.50	170,890.93	1,222,096.57
7/15/2017					693,918.75	693,918.75			
1/15/2018	5,000	3.300	3.450		693,918.75	698,918.75	1,392,837.50	170,872.52	1,221,964.98
7/15/2018					693,836.25	693,836.25			
1/15/2019	5,000	3.500	3.650		693,836.25	698,836.25	1,392,672.50	170,852.28	1,221,820.22
7/15/2019					693,748.75	693,748.75			
* 1/15/2020	5,000	4.000	4.200		693,748.75	698,748.75	1,392,497.50	170,830.81	1,221,666.69
7/15/2020					693,648.75	693,648.75			
1/15/2021	5,000	4.000	4.200		693,648.75	698,648.75	1,392,297.50	170,806.28	1,221,491.22
7/15/2021					693,548.75	693,548.75			
1/15/2022	20,000	4.000	4.200		693,548.75	713,548.75	1,407,097.50	172,621.93	1,234,475.57
7/15/2022					693,148.75	693,148.75			
1/15/2023	5,530,000	4.200	4.340		693,148.75	6,223,148.75	6,916,297.50	848,487.50	6,067,810.00
7/15/2023					577,018.75	577,018.75			
1/15/2024	6,475,000	4.250	4.410		577,018.75	7,052,018.75	7,629,037.50	935,926.05	6,693,111.45
7/15/2024					439,425.00	439,425.00			
1/15/2025	8,135,000	5.250	4.470	4.667	439,425.00	8,574,425.00	9,013,850.00	1,105,814.07	7,908,035.93
7/15/2025					225,881.25	225,881.25			
1/15/2026	8,605,000	5.250	4.550	4.748	225,881.25	8,830,881.25	9,056,762.50	1,111,078.55	7,945,683.95
7/15/2026					0.00	0.00			
1/15/2027					0.00	0.00			
7/15/2027					0.00	0.00			
1/15/2028					0.00	0.00			
7/15/2028					0.00	0.00			
1/15/2029					0.00	0.00			
7/15/2029					0.00	0.00			
1/15/2030					0.00	0.00			
7/15/2030					0.00	0.00			
1/15/2031					0.00	0.00			
7/15/2031					0.00	0.00			
1/15/2032					0.00	0.00			
7/15/2032					0.00	0.00			
TOTALS	28,850,000				20,568,536.67	49,418,536.67	49,418,536.67	6,062,638.40	43,355,898.26
PE%	26.36%	(Recalculated)							
AR%	46.54%								

* Optional call date of January 15, 2020

Public Financial Management, Inc.

BETHLEHEM AREA SCHOOL DISTRICT
SERIES OF 2010
Composition of the Issue

SOURCES:

Bonds		28,850,000.00
Accrued Interest		0.00
	Total	28,850,000.00

USES:

Underwriter's Discount	\$5.50	158,675.00
Bond Insurance (Assured Guaranty)	65 bps	321,220.49
Original Issue Premium		(803,733.70)

Total	28,850,000.00
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Note: Assumes proportionate share of the swap is terminated, remaining portion transferred to new variable rate deal

Dated Date 1/5/2010

Settlement Date 1/5/2010

Yield of the Issue (including Swap)	5.974165
Yield of the Issue (excluding Swap)	4.571934

OID/(OIP) Calculations

Date	Price	OID/(OIP)
1/15/2011	100.000%	0.00
1/15/2012	100.000%	0.00
1/15/2013	100.586%	(87.90)
1/15/2014	99.807%	19.30
1/15/2015	99.765%	23.50
1/15/2016	99.175%	123.75
1/15/2017	98.749%	62.55
1/15/2018	98.955%	52.25
1/15/2019	98.854%	57.30
1/15/2020	98.125%	93.75
1/15/2021	98.125%	93.75
1/15/2022	98.125%	375.00
1/15/2023	98.616%	76,535.20
1/15/2024	98.338%	107,614.50
1/15/2025	106.247%	(508,193.45)
1/15/2026	105.584%	(480,503.20)
TOTAL		(803,733.70)

Public Financial Management, Inc.

23. *Budgetary Transfers – 2009-2010*

RECOMMENDATION:

That the administration be authorized to make budgetary transfers in the 2009-2010 General Fund Budget as set forth in the attachment.

**Bethlehem Area School District
2009-10 BUDGET TRANSFERS**

[illegible]

24. *Treasurer's Report*

RECOMMENDATION:

That the Board of School Directors approves the Treasurer's Report dated January 31, 2010.

REPORT OF THE TREASURER
January 1 through January 31, 2010

BEGINNING CASH AND INVESTMENT BALANCE

Wachovia Bank - Cash Management	29,937,819.24
Bank of America - General Account	1,999,509.03
Pennsylvania School District Liquid Asset Fund	8,169,938.22
Wachovia - Worker's Comp Trust Fund	639,274.46
Pennsylvania Local Government Investment Trust	77,967.85
Pennsylvania State Treasurer Invest Program	2,024,031.47
Bank of America Money Market	1,637.15
PSDLAF - Term Investments	20,500,000.00
PSDLAF - 2009B Bond Fund	10,826,546.11
Scholarship Fund	46,068.15
KNBT Bank - Scholarship Fund	116,801.99

<u>TOTAL CASH AND INVESTMENT BALANCE</u>	\$ 74,339,593.67
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MONTHLY RECEIPTS

Local Sources	4,475,549.55
State Sources	1,394,558.87
Federal Sources	795,511.81
Other Financing Sources	600.00

\$ 6,666,220.23

MONTHLY DISBURSEMENTS

Monthly Bills Paid	10,111,978.34
Payroll	7,449,772.20
Debt Service	1,172,289.58

\$ 18,734,040.12

TOTAL FUNDS AVAILABLE

\$ 62,271,773.78

ENDING CASH AND INVESTMENT BALANCE

		<u>Interest Rate</u>
Wachovia Bank - Cash Management	28,262,592.22	0.400%
Bank of America - General Account	1,998,888.74	0.350%
Pennsylvania School District Liquid Asset Fund	4,759,648.70	varies .052 to .204%
Wachovia - Worker's Comp Trust Fund	639,280.42	0.010%
Pennsylvania Local Government Investment Trust	77,974.71	0.100%
Pennsylvania State Treasurer Invest Program	2,024,258.58	0.132%
Bank of America Money Market	1,637.26	0.080%
PSDLAF - Term Investments	16,000,000.00	see attachment
PSDLAF - 2009B Bond Fund	8,344,623.01	see attachment
Scholarship Fund	46,068.15	1.200%
KNBT Bank - Scholarship Fund	116,801.99	1.489%

<u>TOTAL CASH AND INVESTMENT BALANCE</u>	\$ <u><u>62,271,773.78</u></u>
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Interest Received for January; to be posted in February accounting period	\$ 47,254.57
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Respectfully Submitted,

Anne M Morton

Anne M. Morton
Treasurer

**BETHLEHEM AREA SCHOOL DISTRICT
CD INVESTMENTS**

Date Purchased	Amount Purchased	Interest Rate	Anticipated Interest	Maturity Date	Account	Location
May 27, 2009	\$ 792,000.00	1.22%	\$ 7,174.00	February 22, 2010	PSDLAF CD	2009B
May 27, 2009	\$ 1,092,000.00	1.28%	\$ 11,526.73	March 24, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 500,000.00	1.25%	\$ 6,660.96	June 14, 2010	PSDLAF CD	2009B
May 21, 2009	\$ 700,000.00	1.25%	\$ 9,325.34	June 14, 2010	PSDLAF CD	2009B
January 25, 2010	\$ 260,623.01	0.21%	\$ 45.11	March 31, 2010	PSDMAX	2009B
July 30, 2009	\$ 1,000,000.00	1.37%	\$ 10,246.85	April 29, 2010	PSDLAF CD	PSDMAX
December 30, 2009	\$ 5,000,000.00	0.40%	\$ 9,863.01	June 28, 2010	PSDLAF CD	PSDMAX
January 29, 2010	\$ 10,000,000.00	0.40%	\$ 16,438.36	June 28, 2010	PSDLAF CD	PSDMAX
July 2, 2009	\$ 116,801.99	1.49%	\$ 1,444.49	April 27, 2010	KNBT Scholarship	
August 31, 2009	\$ 46,068.15	1.20%	\$ 496.00	May 24, 2009	BTFCU	

Bethlehem Area School District
Capital Reserve Fund
For the Period of January 1, 2010 thru January 31, 2010

Fund Balance at December 31, 2009		\$	409,621.17
2009-2010 Revenue Received-Interest Income			
Expenditures			
Financial Management System (software, hardware, support services)	\$	10,874.80	
Roof Repairs-Farmersville			
Roof Repairs-Freemansburg	\$	14,515.00	
Roof Repairs-Asa Packer			
Asa Packer Fire Alarm System			
Freedom Railing Advertsing	\$	570.80	
		\$	<u>25,960.60</u>
Fund Balance at January 31, 2010		\$	383,660.57

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

Financial Management System	\$	59,099.43	
Pro. Svs. Roof Repairs			
Pro. Svs. Alarm System	\$	2,379.97	
Pro. Svs. Railing Repair			
Freedom Railing Repairs	\$	43,194.00	
		\$	104,673.40
Estimated Unencumbered Fund Balance	\$		278,987.17

Bethlehem Area School District
2009B Bond Fund
For the Period of January 1, 2010 thru January 31, 2010

Beginning Balance-December 31, 2009	\$ 10,826,546.11
Interest	\$ 4,705.94
Sale of Securities	\$ 13,370.96
Reimbursement to the General Fund	\$ 2,500,000.00
Ending Balance-January 31, 2010	<u>\$ 8,344,623.01</u>

Note: There has been \$394,605.42, in expenses that have not been reimbursed to the general fund. This leaves an approximate balance of \$7,950,017.59 in the account.

25. *Monthly Bills*

RECOMMENDATION:

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

26. *Budget Information*

INFORMATION:

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

2009-2010 REVENUES

Description	2009-2010		2008-2009		
	Budget	YTD Actual January 31, 2010	Status of Budget	Prior Yr Actual Comparison Same Period January, 2009	Prior Year Actual June 30, 2009
CURRENT REAL ESTATE	105,712,300	100,497,576	(5,214,724) -4.93%	99,029,843	96,696,500
INTERIM REAL ESTATE	1,000,000	339,322	(660,678) -66.07%	847,309	1,238,946
PUBLIC UTILITY REALTY	153,000	166,715	13,715 8.96%	153,055	153,055
PAYMENTS IN LIEU OF TAX	121,000	130,379	9,379 7.75%	108,864	145,266
UNDISTRIBUTED TAXES	0	5,014,015	5,014,015 -		(62,511)
PER CAPITA TAX SECT 679	240,000	225,367	(14,633) -6.10%	228,952	241,671
PER CAPITA TAX ACT 511	240,000	225,367	(14,633) -6.10%	228,952	241,671
LOCAL SERVICES TAX	300,000	148,722	(151,278) -50.43%	190,760	333,095
EARNED INCOME TAX	11,000,000	6,074,710	(4,925,290) -44.78%	5,942,523	11,142,825
REAL ESTATE TRANSFER TAX	1,800,000	992,855	(807,145) -44.84%	1,390,717	1,944,953
MERCANTILE TAX	2,100,000	205,118	(1,894,882) -90.23%	1,108,582	3,493,726
DEL. REAL ESTATE	2,900,000	2,874,579	(25,421) -0.88%	2,728,314	7,009,571
DEL. PER CAPITA SECT 679	60,000	65,366	5,366 8.94%	32,357	53,635
DEL. MERCANTILE TAX	350,000	303,406	(46,594) -13.31%	592,211	666,818
TOTAL LOCAL TAX SOURCES	\$ 125,976,300	\$ 117,263,498	\$ (8,712,802) -6.92%	\$ 112,582,440	\$ 123,299,222
INTEREST ON INVESTMENTS	850,000	121,036	(728,964) -85.76%	545,926	862,053
DRIVER ED LAB FEES	-	50	50	9,300	16,850
RENTALS	10,000	34,100	24,100 241.00%	16,373	36,432
CONTRIBUTIONS	92,000	2,272	(89,728) -97.53%	304	6,337
TUITION FROM PATRONS	375,000	107,503	(267,497) -71.33%	223,784	594,507
SRVCS. / OTH LOC GOV UNITS	22,000	0	(22,000) -100.00%	2,000	2,000
MISCELLANEOUS REVENUE	150,000	9,794	(140,206) -93.47%	20,728	30,786
REFUNDS FROM PRIOR YEAR EXP		16,093		3,956	
TOTAL OTHER LOCAL SOURCES	\$ 1,499,000	\$ 290,849	\$ (1,224,245) -81.67%	\$ 822,371	\$ 1,548,964
TOTAL LOCAL SOURCES	\$ 127,475,300	\$ 117,554,347	\$ (9,937,047) -7.80%	\$ 113,404,811	\$ 124,848,186
BASIC INSTRUCTIONAL SUBSIDY	28,075,451	9,879,888	(18,195,563) -64.81%	10,390,101	22,945,328
CHARTER SCHOOLS	1,378,200	811,200	(567,000) -41.14%	669,948	1,463,457
TUITION : ORPHANS/CHILDREN	350,000	-	(350,000) -100.00%		420,565
HOMEBOUND INSTRUCTION					
VOCATIONAL EDUCATION	185,000	52,173	(132,827) -71.80%	85,224	114,299
DRIVER EDUCATION	10,605		(10,605) -100.00%		9,765
MIGRATORY CHILDREN	3,520		(3,520) -100.00%		2,320

2009-2010 REVENUES

Description	2009-2010		2008-2009		
	Budget	YTD Actual January 31, 2010	Status of Budget	Prior Yr Actual Comparison Same Period January, 2009	Prior Year Actual June 30, 2009
SPECIAL EDUCATION	6,536,961	3,923,126	(2,613,835) -39.99%	3,923,284	6,559,042
TRANSPORTATION	2,268,600	1,259,448	(1,009,152) -44.48%	1,228,568	2,323,714
RENTALS AND SINKING FUND	1,550,000		(1,550,000) -100.00%	179,546	287,679
HEALTH SERVICES	400,000		(400,000) -100.00%	372,677	372,677
PROPERTY TAX RED. ALLOCATION	4,733,333	4,733,333	(0) 0.00%	4,720,061	4,720,061
SOCIAL SECURITY	3,249,078	1,437,188	(1,811,890) -55.77%	1,941,025	3,001,200
PSERS - PENSION CONTRIBUTION	2,030,142	1,744,885	(285,257) -14.05%	1,453,843	2,660,533
IMPACT AID	50,000		(50,000) -100.00%	1,678	88,380
TOTAL STATE & FEDERAL SOURCES	\$ 50,820,890	\$ 23,841,241	\$ (26,979,649) -53.09%	\$ 24,965,955	\$ 44,969,019
INTERFUND TRANSFERS	275,000		(275,000) -100.00%	125,000	250,000
SALE OF FIXED ASSETS	92,000	105,247	13,247 14.40%	10,470	10,470
INSURANCE RECOVERY		7,944	7,944		
TOTAL OTHER SOURCES	\$ 367,000	\$ 113,191	\$ (253,809) -69.16%	\$ 135,470	\$ 260,470
TOTAL REVENUE	\$ 178,663,190	\$ 141,508,780	\$ (37,170,504) -20.80%	\$ 138,506,235	\$ 170,077,675
UNRESERVED FUND BALANCE			-		
TOTAL FUND APPROPRIATED BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DISTRICT REVENUE	\$ 178,663,190	\$ 141,508,780	\$ (37,170,504) -20.80%	\$ 138,506,235	\$ 170,077,675

2009-2010 EXPENDITURES BY PROGRAM

Includes Year-To-Date December 2009 Information

PROGRAM	PROGRAM CODE	Responsible Office	2009-2010			2009-2010			Status of Budget	2008-2009		Prior Year ACTUAL EXPENDITURES as of June 30, 2009
			2009-2010 APPROVED BUDGET	2009-2010 AMENDED BUDGET	EXPENDED BUDGET INCLUDING ENCUMBRANCES as of January, 2010	EXPENDED BUDGET INCLUDING ENCUMBRANCES as of January, 2010	Actual Comparison Same Period INCLUDING ENCUMBRANCES as of January, 2009	Prior Year				
BUILDING ALLOCATION	100	PRIN	1,375,330	1,410,330	919,040	\$491,290	34.84%	934,713.66	\$ (15,673.56)	-1.68%	1,204,570.83	
BOARD	AA	SUPT	399,050	399,050	243,618	\$155,432	38.95%	292,173.89	\$ (48,556.38)	-16.62%	583,978.18	
CABINET	AB	SUPT	1,027,005	1,027,005	641,001	\$386,004	37.59%	640,700.21	\$ 301.20	0.05%	1,070,301.00	
BUDGETARY RESERVE	AC	SUPT	2,075,377	2,055,377	-	\$2,055,377	100.00%	-	-	-	-	
SUPT OFFICE-EQUIPMENT REPLACEMENT RESERVE	AD	SUPT	-	-	-	\$0	-	-	-	-	-	
SUPERINTENDENT'S OFFICE	AE	SUPT	149,500	149,500	15,481	\$134,019	89.64%	31,211.74	\$ (15,731.00)	-50.40%	76,769.48	
BUILDING STAFF	AF	SUPT	6,437,036	6,437,036	3,589,089	\$2,847,947	44.24%	3,580,208.88	\$ 8,680.50	0.25%	6,236,932.99	
PUBLIC RELATIONS	AN	SUPT	29,500	29,500	21,257	\$8,243	27.94%	21,432.76	\$ (175.84)	-0.82%	18,152.87	
STAFFING-TEACHERS	CA	HR	58,279,215	58,279,215	25,312,913	\$32,968,302	56.57%	24,679,553.29	\$ 633,359.87	2.57%	57,907,504.45	
CHILD ACCOUNTING DEPARTMENT	CD	HR	246,384	246,384	154,024	\$92,360	37.49%	122,449.52	\$ 31,574.74	25.79%	221,789.31	
STAFFING-TEACHER ASSISTANTS	CE	HR	2,877,483	2,877,483	1,200,433	\$1,677,050	58.28%	1,276,027.72	\$ (75,594.65)	-5.92%	2,598,634.58	
STAFFING-SUBSTITUTES	CG	HR	1,273,000	1,273,000	529,349	\$743,651	58.42%	603,071.79	\$ (73,723.07)	-12.22%	1,290,741.60	
HUMAN RESOURCES DEPARTMENT	CK	HR	365,239	365,239	147,761	\$217,478	59.54%	213,753.02	\$ (65,992.15)	-30.87%	329,523.09	
STUDENT ACTIVITIES	D1	C&I	127,198	147,198	34,486	\$112,712	76.57%	118,678.52	\$ (84,192.10)	-70.94%	282,522.83	
CREDIT ACQUISITION PROGRAM	D2	C&I	52,500	52,500	16,216	\$36,284	68.11%	24,754.29	\$ (8,538.52)	-34.49%	56,900.57	
CURRICULUM ENRICHMENT ACTIVITIES	D3	C&I	18,000	18,000	24,125	(\$6,125)	-34.03%	44,959.81	\$ (20,834.54)	-48.34%	71,023.96	
CAREER ACADEMY/RASA/ALTERNATIVE EDUCATION	D4	C&I	278,351	278,351	-	\$278,351	100.00%	313,604.27	\$ (313,604.27)	-100.00%	711,336.51	
TESTING - K-12	D5	C&I	30,000	30,000	250	\$29,750	99.17%	3,700.00	\$ (3,450.00)	-93.24%	-	
ACADEMIC INTERVENTIONS	DA	C&I	100,000	100,000	6,647	\$93,353	93.35%	81,938.64	\$ (75,291.81)	-91.89%	102,009.92	
MUSICAL INSTRUMENT REPAIR	DD	C&I	37,000	2,000	114	\$1,886	94.30%	26,021.60	\$ (25,907.60)	-98.56%	25,649.19	
DEPARTMENT OF INSTRUCTION	DE	C&I	224,000	224,000	34,319	\$189,681	84.68%	93,637.65	\$ (59,318.74)	-63.35%	162,859.51	
READING SUPPORT	DF	C&I	23,500	23,500	17,829	\$5,671	24.13%	8,191.49	\$ 9,637.52	117.85%	16,166.42	
INSTRUCTIONAL MTL'S RESERVE	DG	C&I	500,000	500,000	317,999	\$182,001	36.40%	409,474.44	\$ (91,475.52)	-22.34%	451,036.78	
EQUIPMENT REPAIR	DM	C&I	13,000	13,000	10,132	\$2,868	22.06%	12,372.05	\$ (2,239.57)	-18.10%	10,543.75	
PLANETARIUM	DO	C&I	2,444	2,444	-	\$2,444	100.00%	-	-	-	2,498.11	
SUMMER SCHOOL - SECONDARY	DQ	C&I	25,000	25,000	62,266	(\$37,266)	-149.06%	56,583.64	\$ 5,681.96	10.04%	57,667.75	
DRIVER EDUCATION	DS	C&I	10,000	10,000	-	\$10,000	100.00%	40,290.00	\$ (40,290.00)	-100.00%	40,290.00	
ASST SUPERINTENDENT FOR CURR & INSTRUCT	DT	C&I	384,807	384,807	165,981	\$218,826	56.87%	231,735.70	\$ (65,754.76)	-28.37%	259,234.12	
INTERSCOLASTIC ATHLETICS	DU	C&I	1,410,529	1,410,529	-	\$1,410,529	100.00%	479,804.81	\$ (479,804.81)	-100.00%	1,372,503.31	
INTRAMURALS	DV	C&I	18,477	18,477	11,571	\$8,906	37.37%	25,765.79	\$ (14,194.33)	-55.09%	46,802.23	
ATTENDANCE SERVICES	E4	STD SVCS	71,191	71,191	38,200	\$32,991	46.34%	44,122.87	\$ (5,922.67)	-13.42%	80,973.97	
MINORITY AFFAIRS/GOV. PROGRAMS/GRANTS	EB	STD SVCS	29,799	29,799	14,365	\$15,434	51.79%	14,417.97	\$ (52.60)	-0.36%	26,796.57	
SPARK - EARLY CHILDHOOD/SUMMER	EC	STD SVCS	-	-	14,916	(\$14,916)	-	290,313.92	\$ (275,397.64)	-94.86%	623,432.83	
SCHOOL RESOURCE OFFICERS	EF	STD SVCS	262,000	262,000	-	\$262,000	100.00%	-	-	-	218,624.41	
HOMEBOUND INSTRUCT/REGULAR ED.	EG	STD SVCS	155,000	155,000	60,976	\$94,024	60.66%	63,418.63	\$ (2,442.76)	-3.85%	165,337.37	
HEALTH SERVICES - MEDICAL	EH	STD SVCS	51,480	51,480	7,873	\$43,607	84.71%	20,570.41	\$ (12,697.35)	-61.73%	42,186.19	
HEALTH SERVICES - DENTAL	EJ	STD SVCS	10,364	10,364	2,336	\$8,028	77.46%	1,847.86	\$ 488.14	26.42%	10,033.10	
STUDENT SERVICES	EK	STD SVCS	160,631	160,631	105,565	\$55,066	34.28%	27,406.07	\$ 78,168.51	285.19%	159,219.81	
GUIDANCE (SUMMER)	ET	STD SVCS	35,000	35,000	31,981	\$3,019	8.63%	33,228.97	\$ (1,248.14)	-3.76%	39,701.82	
ENGLISH ACQUISITION	EY	STD SVCS	236,439	236,439	108,916	\$127,523	53.93%	134,697.98	\$ (25,762.27)	-19.14%	241,190.08	
BUSINESS DEPT-ACCOUNTS PAYABLE	GA	F&A	939,073	939,073	462,004	\$477,069	50.80%	696,879.65	\$ (234,875.99)	-33.70%	984,340.41	
BUSINESS DEPT-ACCOUNTS RECEIVABLE	GB	F&A	1,003,687	1,003,687	571,054	\$432,633	43.10%	395,833.07	\$ 175,221.17	44.27%	(392,859.91)	
DEBT SERVICE	GC	F&A	22,791,340	22,791,340	10,693,514	\$12,097,826	53.08%	15,304,269.86	\$ (4,610,756.07)	-30.13%	21,704,098.21	
EMPLOYEE BENEFITS	GD	F&A	30,646,020	30,646,020	5,559,295	\$25,086,725	81.86%	14,829,765.18	\$ (9,270,469.85)	-62.51%	27,461,608.96	

2009-2010 EXPENDITURES BY PROGRAM

Includes Year-To-Date December 2009 Information

PROGRAM	PROGRAM CODE	Responsible Office	2009-2010			2008-2009		
			2009-2010 APPROVED BUDGET	2009-2010 AMENDED BUDGET	2009-2010 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of January, 2010	Status of Budget	Prior Year Actual Comparison Same Period INCLUDING ENCUMBRANCES as of January, 2009	Prior Year ACTUAL EXPENDITURES as of June 30, 2009
INSURANCE	GE	F&A	583,500	583,500	565,464	\$18,036 3.09%	\$ 96,737.00 20.64%	485,023.93
INTERSYSTEM PAYMENTS	GF	F&A	22,712,285	22,712,285	12,163,723	\$10,548,562 46.44%	\$ (2,967,771.27) -19.61%	20,478,291.21
PHOTOCOPIERS	GP	F&A	587,692	587,692	198,387	\$389,305 66.24%	\$ (61,417.25) -23.64%	572,814.74
SPECIAL EDUCATION	LF	SPEC ED	445,512	445,512	317,213	\$128,299 28.80%	\$ (71,961.63) -18.49%	623,685.82
HOMEBOUND INSTRUCTION / SPECIAL ED.	LG	SPEC ED	30,000	30,000	17,203	\$12,797 42.66%	\$ 2,892.00 20.21%	49,609.55
MAINTENANCE / CUSTODIAL DEPARTMENT	NA	B&G	10,901,889	10,901,889	4,926,108	\$5,975,781 54.81%	\$ 4,896,576.69 0.60%	9,502,536.84
MAINTENANCE DEPT - SUPPLIES	NE	B&G	490,000	490,000	334,918	\$155,082 31.65%	\$ 15,599.68 4.89%	480,498.35
MAINTENANCE DEPT - CONTRACTED SERVICES	NF	B&G	1,023,118	1,023,118	670,463	\$352,655 34.47%	\$ 741,424.71 -0.57%	878,057.58
TRANSPORTATION DEPARTMENT	NT	B&G	4,730,292	4,730,292	1,849,686	\$2,880,606 60.90%	\$ (669,570.79) -26.58%	4,447,763.41
TECHNICAL SERVICES	TK	TECH	674,585	674,585	842,031	(\$167,446) -24.82%	\$ 154,331.10 22.44%	948,141.01
INFO & COMMUNICATIONS TECHNOLOGY DEPT.	TL	TECH	1,436,858	1,436,858	1,173,952	\$262,906 18.30%	\$ (436,850.53) -27.12%	1,939,366.16
DATA PROCESSING DEPARTMENT	TN	TECH	866,510	866,510	556,419	\$310,091 35.79%	\$ 530,722.67 4.84%	789,902.74
TOTALS			\$177,287,860	\$177,252,860	\$73,843,422	\$103,409,438 58.34%	\$92,858,180 -20.48%	\$166,543,748

Item	TABLE OF CONTENTS Recommendation of the Board	February 22, 2010 Page
1.	Approval for Legal Representation Regarding Tax Incentive Financing (TIF) Matter	1

1. *Approval for Legal Representation Regarding Tax Incentive Financing (TIF) Matter*

INFORMATION:

The board needs to hire a law firm to provide legal services and representation to the district relative to certain tax-related issues, on a limited scope basis regarding Tax Incentive Financing (TIF). The district solicitor's firm is not able to provide this representation to the district as they are representing another party.

The law firm of Fitzpatrick Lentz & Bubba P.C. of Center Valley, Pennsylvania has provided the board with a proposal. Within the parameters, the suggested not-to-exceed cap on fees is set at \$5,000 based on the firm's hourly billing schedules.

RECOMMENDATION:

That the Board of School Directors approves the proposal submitted by Fitzpatrick Lentz & Bubba P.C. of Center Valley, Pennsylvania to provide legal services and representation to the district relative to Tax Incentive Financing (TIF) issues on a limited scope basis not to exceed \$5,000.