

APRIL 26, 2010

BETHLEHEM AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
REGULAR BOARD MEETING

Regular Meeting of the Board of School Directors of the Bethlehem Area School District was held on Monday, April 26, 2010, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, Pennsylvania.

REGULAR
MEETING

The Board Secretary called the roll:

MEMBERS
PRESENT

Members present: Directors Amato, Burkhardt, Cann, Dexter, Faccinetto, Follweiler, McKeon, Ortiz, Leeson - 9

Members absent: None.

Student representatives, Hannah Schwarzbach and Lindsey Anderson.

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

OTHERS
PRESENT

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

PLEDGE OF
ALLEGIANCE

President Leeson requested a moment of silent meditation.

MOMENT OF
SILENCE

President Leeson asked that a student, who was seriously injured the previous evening, be remembered.

Dr. Persing recognized John Grigg, an emotional support teacher at Liberty High School, who was the recipient of the William C. Peifer grant in the amount of \$250.

DR. PERSING –
RECOGNITION

Mr. Gorman reported his opinion on whether the financial statements are in accordance with generally accepted accounting principles. He stated that last year, 2007-2008, there was a qualification. For the 200-2009 year, there is a clean opinion. The financial statements are in complete accordance with generally accepted accounting principles. He also stated that it is opinion that the district is in compliance with federal grants and federal programs. He stated that the report discloses any significant deficiencies or material weaknesses as they relate to internal controls. He stated that the district is in complete compliance with the school laws of Pennsylvania.

MR. GORMAN –
AUDIT REPORT

Mr. Gorman stated that in the general fund, the year was started with a deficit of \$3,169,965 which was reduced by a substantial portion and ended the June 30, 2009, with a deficit of \$1,119,232. He commended the school board and administration for controlling costs during the course of the year and helping to reduce the deficit. He stated that there is a new accounting principle dealing with fund balance. He stated that they have to get used to new terminology and new meanings. There will not be designated fund balance or reservations of fund balance. He stated that as a result of some of the revised definitions, the capital reserve fund that has been classified as a special revenue governmental fund, will have to be classified as a

capital project fund in the future. He stated that the report covers the period from July 1, 2008 to June 30, 2009. It does not cover any period subsequent to that period of time.

President Leeson stated that she wanted to clarify that this is the year 2008 until the end of June 2009. One of the issues is that it does come under the previous administrations.

Mr. Gorman confirmed that Dr. Persing and Mrs. Gober were not present during that period of time.

President Leeson stated that Mr. Gorman's recommendations, for the most part, are mostly procedural. There is no misappropriation of money.

Mr. Gorman confirmed that there were no misappropriation or fraudulent transactions of any kind found. He stated that the recommendations are procedural in nature, utilizing more management oversight in what the staff does during the course of the days and weeks and months throughout the year.

President Leeson also clarified that for the second year in a row, Mr. Gorman noted that the tax collection from the city is an issue.

Mr. Gorman stated that it is more of a problem at the city level than at the school district level. The problem is that the district is not receiving sufficient documentation to reconcile the tax duplicates. He stated that it is the fault of the people who collect the real estate taxes. He stated that the City of Bethlehem is the collector of most of the real estate taxes. As a result of that, he suggested that the management of the school district sit down with management of the City of Bethlehem to rectify the problem.

President Leeson recommended that if management has difficulty in doing this, the board may think about sending a letter to the city and to city counsel. She stated that she believes this is the second year that it is noted in the audit that there is an issue with documentation from the city.

President Leeson asked if there were any questions for Mr. Gorman. There were none.

President Leeson recommended that Mrs. Gober put together a time line to present to the board at a finance meeting as to how the recommendations will be addressed.

Mrs. Gober stated that most of management's response is noted in the audit report but stated that if a timeline is requested, it will be prepared.

President Leeson offered courtesy of the floor to visitors. Speakers are asked to come to the podium, stating their name and address. Public comment in the first session is limited to 30 minutes and is for agenda items only. The second courtesy of the floor will be for any district concerns or business. Speakers are limited to three minutes each. The board requests that, when possible, all individuals supporting a like position on a topic select a speaker to present their views to avoid repetition. If that is not possible, all are welcome to speak. As per school board

COURTESY
OF THE FLOOR
TO VISITORS

policy, generally, speakers are limited to taxpayers, residents, or employees of this school district. At the conclusion of the regular school board meeting, another block of time will be allocated for public comment. At that time, the same rules will apply. It is asked that speakers observe proper decorum, without personal attacks towards a specific individual or individuals. It is not the custom for the board to enter into a dialogue at these meetings about concerns. However, the board does listen with care to issues raised. Speakers will receive responses, in some form, by the administration.

The following individuals addressed the Board of School Directors:

1. Parent Advisory Committee – represented by Maureen Venkersammy –
3152 Kenwick Circle, Bethlehem, 18017

Ms. Venkersammy stated that this will be the last report of the school year. She passed out a letter to the editor of The Morning Call and Easton Express.

“The Bethlehem Area Parent Advisory Committee wishes to express its thoughts to the administration and board of directors of the Bethlehem Area School District as they continue to work on the 2010-2011 school budget. We, the stakeholders, believe that the best interests of our students must be given priority without exception. No cuts should be made to programs that have been proven to help students reach their full academic potential. School district data must be used to assess the impact that decision will have on student learning and on the entire school district for the students. Athletics and arts must be considered vital to the comprehensive curriculum. The BASD must continue to provide a safe and secure environment. The board of school directors, the administration, staff, and the teachers’ union must work together to give teachers the tools they need to create classrooms that promote engaged learning. At these tough economic times it is ever more important that we ensure our students graduate from the BASD with the tools they need to become successful adults. We are charged with creating a future generation that must compete in a global market. This is, and must remain, our focus during these budget negotiations.”

LIBERTY HIGH SCHOOL - Hannah Schwarzbach, student representative, stated that seniors are working on overcoming the senioritis as the weather is nicer and with summer approaching quickly. Juniors have been completing PSSA testing. The National Honor Society exceeded its goal at this month’s blood drive. Members of the National Honor Society, student government, track team, and other Liberty students are preparing for the Special Olympics to be held at Liberty on May 6. The track team plans and runs the event and students volunteer to be huggers for the athletes. Ms. Schwarzbach congratulated Juliana Telles, a junior, who was selected to receive a travel scholarship to Germany to visit Bethlehem’s sister city. She will attend school in Germany for two weeks this summer. The sports teams are playing well. Ms. Schwarzbach congratulated Darrun Hilliard, a junior point guard from the basketball team, named The Morning Call’s Player of the Year. The coach, Chad Landis, was named 4A co-coach of the year. Liberty Theater put on a production of Guys and Dolls last week. She thanked the friends of Liberty Theater for their support and assistance. The director, Judy Danilovicz, put on a fantastic show for her last time directing at Liberty. There was a beautiful tribute given to her on

REPORTS OF
STUDENT
REPRESENTATIVES

closing night. There was also a show put on for senior citizens. Ms. Schwarzbach noted that throughout the week of the show there was a faculty art show on display in the art gallery. The orchestra will be performing their Spring Concert on May 8 and the chorus will be holding its annual pop concert on May 13. The prom will be on May 14 with the theme of a Night at the Oscars. Graduation will be held on June 3.

FREEDOM HIGH SCHOOL - Lindsey Anderson, student representative, reported that report cards will be distributed May 7. Many spring sports are practicing for upcoming games and post season. She congratulated the Freedom High School Theater Company for their performance of the Sound of Music earlier in April. There was a Jazz Festival hosted at Freedom on April 16 and the PMEA All State Festival took place from April 21-24. The orchestra will hold its annual Spring Pops Concert on Thursday. There will be a Spring Choral Concert and Spring Band Concert. Juniors will be testing for the SATs and others recently took the ACTs. Many seniors will take the advanced placement tests in the first week of May. The juniors took PSSA testing for the math and reading sections after the Easter break. The writing section of the PSSAs took place from April 20-23. The science section will be taken this week. Scholarship deadlines are approaching and are available in the student service center. The Parents' Spring College Night will be held on May 6. Juniors are encouraged to attend the college fair to meet with representatives from various colleges on May 5. Ms. Anderson listed the requirements for seniors to be recognized as National Honor Society members at graduation. New members helped with the annual NHS Easter Egg Hunt for the children in the community. On May 20 the academic awards banquet will take place in the auditorium. The athletic ceremony will take place on May 25. Freedom High School hosted a school-wide fundraiser to benefit the Crossing the Finish Line organization. Students collected over 30,000 books to sell at the book fair on March 27-28. Over \$10,000 of proceeds went to the organization to help give cancer patients and their families a paid vacation. The Relay for Life committee is having a 5K walk/run to benefit the American Cancer Society on May 2. Graduation will be held on June 2 at Stabler Arena. Juniors and seniors can enjoy a starry night at this year's prom at DeSales University on May 8.

President Leeson called for the approval of the minutes from the following Regular Board Meetings: July 27, 2009, September 21, 2009, October 26, 2009, November 16, 2009, and January 25, 2010.

APPROVAL OF
MINUTES

Director Burkhardt made a motion to accept the minutes which was seconded by Director Follweiler.

DIRECTOR
BURKHARDT
MOTION TO ACCEPT
MINUTES

President Leeson called for a voice vote to the approval of the minutes. The motion was passed by unanimous voice vote.

VOICE VOTE TO
ACCEPT MINUTES

President Leeson called for approval of the committee meeting minutes. She stated that the board is pulling the April 12, 2010 – Board Finance Committee Meeting minutes. She called for approval of the March 1, 2010 – Board Facilities Committee Meeting, March 8, 2010 – Board Curriculum Committee Meeting, and April 19, 2010 – Board Human Resources Committee Meeting.

APPROVAL OF
COMMITTEE
MINUTES

APRIL 26, 2010

Director McKeon made a motion to accept the committee meeting minutes which was seconded by Director Faccinetto.

DIRECTOR McKEON
MOTION TO ACCEPT
MINUTES

President Leeson called for a voice vote to the approval of the committee meeting minutes. The motion was passed by unanimous voice vote.

VOICE VOTE TO
ACCEPT MINUTES

Director Follweiler made a motion, seconded by Director Ortiz, to accept the Financial Report and Payment of Bills, (Item numbers 33, 34, 35, 36).

FINANCIAL REPORT/
PAYMENT OF BILLS

Director Dexter questioned what is being received for payment to Horacio Sanchez in the approximate amount of \$12,000 for books and periodicals.

DISCUSSION

Dr. Persing stated that the payments were for periodicals and materials ordered by the teachers and administrators.

Director Dexter questioned if the materials were the same since the entry amount is the same.

Dr. Persing stated that he could not answer as to if they were exactly the same.

Mrs. Gober stated that the books were charged to their own schools.

Director McKeon referred to the revenue stream. He stated that the district is down approximately 20 million in state and federal monies. It is predominantly in the basic instructional subsidy. He asked if this is because of a timing issue.

Mrs. Gober responded stating that the largest increment in state funding comes at June 1.

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

ROLL CALL –
ITEMS 33, 34, 35, 36

The motion passed 9 – 0.

President Leeson stated an executive session was held prior to this meeting. During that time they discussed student discipline, litigation, and real estate.

PRESIDENT'S
COMMUNICATIONS

President Leeson reminded that the next evening a budget hearing would be held. She asked for a show of hands by the board of who would like to have a separate meeting for the public budget meeting next month. There was a majority show of hands. She stated that they would be looking for a date for the public budget meeting, probably within the next week or the week following the week of May 10.

Dr. Persing made the announcement that the next Regular Board Meeting will occur at Freedom High School. He stated that the Colonial IU has notified the district that the Sequoia Thematic Program at Nitschmann Middle School was the winning entry for the 2010 Excellence in Education Award. The award ceremony will be held May 6. The following educators have been nominated for the STAR (Superior Technology Achievement Recognition Award), Anthony Markovich, best use of

SUPERINTENDENT'S
REPORT/
RECOGNITION

technology in Social Studies; John Freeh, best technology support; and Donna Poore, best technology coach.

Dr. Persing congratulated Rick Agretto, Director of Special Education, on his nomination to be inducted into the Special Olympics Hall of Fame. The recognition will occur on May 19 & 20. He also noted that the yearly Special Olympics event that occurs at the Bethlehem Area School District stadium will be held on May 6.

Dr. Persing reported on the federal programs. He stated that on the agenda there are two items for permission to apply for grants from the 21st Century Community Learning Centers program. He reported that the state has notified the district that with the following approval, the 21st Century Community Learning Center for the middle school has been approved for the 2010-21013, in the amount of \$250,000 for year one, and \$500,000 for each year that follows. The grant will allow the district to operate after school programs at the four middle schools. The District has not previously operated the 21st CCLC at Nitschmann or East Hills middle schools. He thanked Iris Cintrón for her hard work in this endeavor.

President Leeson extended congratulations from the board to Rick Agretto for his induction into the Special Olympics Hall of Fame. She also thanked Iris Cintrón for getting the grant for after school programming for all four middle schools.

President Leeson stated that there are two items to be discussed.

UNFINISHED
BUSINESS

President Leeson referred to item number 22 on this agenda, Revisions to Board Policy Number 616 – Payment of Bills – Fifth Reading. She stated that after a discussion with Mrs. Gober, paragraph 2, item number 1. was changed to read as follows:

AGENDA ITEM 22

“The prompt payment of items that will accrue to the district’s financial advantage as verified through discounted payments, avoidance of penalties and/or compliance with government laws or regulations requiring payment by a specific date with prior notification to the board.”

She stated that this is instead of an amount.

President Leeson noted a small change to paragraph 2, item number 4., to read:

“Utility bills.”

She stated that this allows for the payment of utility bills.

President Leeson noted an additional change to paragraph 2, item number 2., to read as:

“Progress payments specified in a contract approved by the Board.”

She stated that this is not limited to contractors.

President Leeson asked if there was discussion on the proposals.

DISCUSSION

Director Dexter stated that she wished to continue to see the dollar amount limited in this paragraph. She stated that it has been discussed in committee meetings. She stated that she will be a “no” vote on the policy if it comes to vote this evening for that reason.

Director Dexter stated that the idea of saving money on the bills by prompt payment is appreciated but the board passed an electronic bill payment system several months ago and that system yields \$12,000-\$15,000 a month in bills. She hasn't seen anything generated from that. She stated that if the goal is to promptly pay bills and to pay bills in a manner that yields savings to the district, she believes they should be looking at the discounted system.

Mrs. Gober stated that the particular item requires an amendment to the financial accounting system. She stated that at the end of last week they received a quote from the software developer to make the amendments to the software to allow that payment system to be incorporated. It is being reviewed to determine whether the cost, approximately \$7,000, is reasonable and if it should be recommended to move forward.

President Leeson questioned if any of those changes would impact the policy being looked at.

Mrs. Gober responded that it would not.

Director Dexter stated that she believed there would be some automatic payment from the system and that the policy could be impacted, but in a positive way. She stated that they might be effectuating the purpose of the policy by setting up some automatic payment so that discount would be received in the bills and possibly a discount to the district. She stated that the cost of \$7,000 to amend the system to bring that forth seems miniscule considering the district is losing out more than \$10,000 in possible savings. She believes it should be up and flowing as we come into June where there will be a lot of end of year bills to be paid. She referred to the technology order with Apple, hoping there is an arrangement in place to receive a discount.

President Leeson that the second item of unfinished business would be the leases. LEASES
She stated that Mr. Gilliland sent information to the board. She asked if there is any discussion for Mr. Gilliland. She stated that she believed he wished to have a sense of direction from the board to develop the policy to bring to the facilities meeting.

Mr. Gilliland confirmed her statement.

President Leeson stated that the direction needed from the board is if the board wants the multiple designations of 1 and 1a for youth leagues, or do they wish for a designation of schools and community members to make it whole.

Mr. Gilliland stated that at the last meeting, when the revised policy was brought to the board, it was decided that the board wanted something that was less cumbersome and more simple. There were a lot of classifications. He stated that with Mr. Washington's help they went back to a policy from 2008 where there is a class 1, 2 and 3. He wished to clarify with the board that, under that policy, Class 1

organizations were not charged anything. He stated that a study was done and believes it came to a cost of \$68,000 for basically providing custodial coverage on the weekends for basketball games and any other leases. He stated that when it was revised, they negotiated with the organizations. Currently how the policy stands is that those organizations pay for half of the custodial rate. The other half is paid by the district. He stated that they do not pay for the use of the facility. Class 2 organizations pay for the whole cost of the custodian and in some cases, pay a small fee for uses such as the stadium, auditorium and swimming pools. Mr. Gilliland stated that they were looking for direction in where to go with this. He believes the issue is what the district is willing to support.

President Leeson asked for a clarification from Mr. Gilliland that there was one school where there was no cost to the youth organizations, and one school was charging for custodial costs. She believes that is where the issue came up as to how will they deal with those groups. She also asked for confirmation that the total cost for youth groups would be in the range of \$120,000.

Mr. Gilliland stated that the cost is correct. As time has gone on, utilization has doubled.

President Leeson stated that the question on the table is one of three. Does the board want 1) Youth group leagues not to pay anything, 2) A special classification for youth group leagues where they would pay half of the cost, or 3) Would youth group leagues go into the classification 2, in which case, as community members they would pay the cost of renting the facility and paying for a custodian on the weekend.

Director Follweiler stated that her opinion is that the buildings are paid for by the community and if the building is open with custodians on staff on their regular time, community groups that are categorized as 1, 2, 3, should be able to use the facility. If the facility is not open for any regular business, such as a weekend, the full cost of the custodial fee should be charged to whoever is coming to use the facility. DISCUSSION

Director Cann stated that some time ago there were many months of discussion on the topic with input from the public and the youth groups. She believes that the compromise was reached for the category, 1A, where the youth groups that are feeder programs would pay half the cost and not be included in community groups that were not related to the school district as the youth groups are. She stated that she is not inclined to change what was decided on previously.

President Leeson stated that her concern is the youth group discussed is basketball. Not all of the youth leagues, including football and soccer were discussed.

Director Burkhardt stated that his concern is the site manager issue. He asked when there is the need for a site manager when there is a custodian on duty. The custodian would know the building and is historically responsible for watching over things. He believes one way of reducing the cost is that a site manager is not necessary except in areas where it is a specialty area, perhaps the pool. He stated that a group using the gym doesn't need two people to oversee a youth group.

Mr. Gilliland stated that he agrees with Director Burkhardt. He stated that they have made some accommodations under the current policy. He stated that the thought in

the latest revision was that site managers would be required if there is a commercial group coming in. He stated an example of a group coming in and paying to use the pools. He stated that there have been private contractors who used the pool areas and left them a mess. He stated that somebody from the district would be there to represent the district's interest. He stated that Director Burkhardt's point is well taken, that there are other entities that can certainly use the facilities with a custodian there. In a lot of cases the addition of a site manager is not necessary.

Director Burkhardt stated that the initiator of the lease, Mr. Gilliland, the athletic directors, or principals, know their groups. He stated that they know who wants to affect the lease and would know whether that is a groups that would need special attention, extra people on board to watch them, opposed to the normal ongoing groups that take good care of the facilities. He stated that he agrees with Director Follweiler, that the groups should use the facilities at the cheapest rates, but pay for the custodial services, if necessary.

Mr. Gilliland stated that with the last proposal presented, it was differentiated between the boy and girl scouts. He stated that it was cost prohibitive for them to use the facilities. He stated that with the site manager, for example, with a district playoff game, it does require a lot of setup and preparation and having a site manager there has been beneficial to the overall operation of the event.

President Leeson asked Director Burkhardt if it is his recommendation that Mr. Gilliland try to construct a policy that would include that a site manager may be charged at the discretion of.

Director Burkhardt stated that once you write it into a policy it looks like it must occur. He stated that they have always charged extra if it was a large organization or specialty event of some kind.

President Leeson questioned the board if there was anyone who disagreed with Director Burkhardt's recommendation of trying to eliminate the site manager where possible and where it is felt that the facilities could still be protected without one.

PRESIDENT LEESON
– BOARD POLL –
ELIMINATION OF
SITE MANAGER

There was no disagreement from the board.

Director Amato stated that he has been on both sides of this. He has had the opportunity to bring and do events at both Liberty and Freedom High Schools. He stated that he should be charged for a site manager because when the events were brought in, it would be difficult for the custodian to be a custodian/site manager. Also, they needed someone on hand if there were electrical or other problems that affected the activity going on. In that case a site manager would be warranted. He stated that he agreed with Director Burkhardt, that it should be at the discretion of. He stated that they know who is coming and feels strongly that any organization that is part of the Bethlehem Area School District, and the organizations are paying taxes, should not be charged for any custodians or site manager. The children will benefit by them being able to use the facilities. A custodian on the weekend, could be a site manager.

Director Burkhardt questioned how leasing baseball fields are handled. He questioned if custodians are required.

Mr. Gilliland stated that they do not require custodians. The leases for the fields stipulate that they pay a certain stipend for the year, not per use.

Director Burkhardt stated that there is already a differentiation on indoor and outdoor usage.

Mr. Gilliland stated that a number of times when people use the facilities, the object is to return them to their cleanliness prior to Monday morning for the start of school.

President Leeson questioned if Bethlehem Township charges the Bethlehem Bulldogs to use its facilities.

Mr. Gilliland stated that it is his understanding that they do.

Director Amato stated that with the outside events they should be careful on the custodial help. He stated that he has been with tennis tournaments to use courts at Freedom. The trash cans were full and needed to be emptied for the start of school. He stated that he himself, bringing the group in, had no way to taking care of it. There should be someone to clean up after events.

Mr. Gilliland stated that in generality there is not custodial help. In other cases, such as the Drum and Bugle Corps that are held in the summer that lease interior space and the fields, custodial help is required during that event because of what they generate and what must be cleaned afterwards.

Director McKeon stated that Bethlehem Township does not charge for their field use. They also do not charge for the inside recreation center used for their own teams.

President Leeson asked for a consensus on the issue to give direction to Mr. Gilliland.

LEESON – BOARD
POLL - CONSENSUS
ON DIRECTION TO
MR. GILLILAND

Director McKeon stated that he believes they should minimize site management fees as much as possible. He isn't in favor of using their own judgment because that is what has created the issue. He believes the youth groups should be charged a custodial fee on weekends.

Director Ortiz stated that there should be a charge on weekends and none when the building is open.

Director Follweiler stated that she wanted to be sure that the leases are all approved, signed and paid in full prior to the event and/or use of the building. If the building is open for normal business or the custodian is on staff, if it is a group within the district tax base, they should use it. If it is a group outside of that, they should pay fees during that time frame. If the building is open anytime for any event that is not school sponsored, there should be a charge and the charge should be minimal, not for a custodian and site manager.

Director Amato stated that he agreed with Director Burkhardt's view on using discretion on the need of a site manager. He stated that custodial fees should not be charged to any group that is part of the Bethlehem Area School District tax base. He

questioned if custodial fees that are charged are at straight rate or a premium rate of time and a half on the weekend.

Mr. Gilliland responded that fees are at time and a half rate.

Director Amato stated that when he is in the buildings, he always sees a custodian. During the daytime hours of 8 – 4 he always sees a custodian. He questioned if the custodian is assigned a Saturday shift for a period of time or are custodians not working on the weekends.

Mr. Gilliland stated that a number of things happen with custodians. Under the union contract the district has the right to alter custodians' schedules. The work week can be changed. Generally the custodial time is rotated through the custodians in the building. There is a pool of custodians that go from building to building specifically to work leases, if necessary.

Director Amato asked if custodial services are very seldom scheduled on the weekend for district purposes.

Mr. Gilliland confirmed his statement.

Director Amato asked if the custodial schedule could be altered to cover a Saturday, 8 – 4.

Mr. Gilliland stated that they could do that.

Director Amato stated that the upside of that would be if a group was coming in from the Bethlehem Area School District tax base area, the district could arrange to have a custodian so that they would not be charged for custodial help on the weekend.

President Leeson stated that she understood that Director Amato has insight that perhaps other board members would not have. She asked Director Amato to share those thoughts with Mr. Gilliland as he is developing the policy.

Director Amato agreed to do so.

Director Burkhardt stated that he would like to see Mr. Gilliland have maximum flexibility to implement a simple policy so that groups that need supervision would receive it and those groups that have historically shown that they do not need a lot of supervision, would be charged the smallest amount possible.

Director Cann stated that she was happy with the new policy that was developed. She prefers the 1A policy that is in place.

Director Faccinetto stated that he agrees with Director Follweiler's comments. He would like to see the most minimal fee possible. With drastic cuts in the district he can't see giving it away for youth groups. He stated that if the building is open and there is no cost for someone to walk in the door, that is okay. On the weekend, when it will cost the district money, the group should pay.

Director Dexter stated that she favors Class 1 and 1A. She favors the no cost if the building is already open, except that the pools could always have a cost since there is always extra clean up with the use of the pools. She would prefer that there be less discretion in the site management fee. She would like to see consistency in the application of the site manager.

President Leeson asked Mr. Gilliland if he felt that he had a sense of direction at this point. She clarified what she is hearing as follows: She believes all board members would like the facilities to be open to the community members, in particular the community youth. She believes that all board members would like the cost to be as low as possible to the youth groups. She believes that the majority is saying that they would like the district to be made whole, and not have a cost to the district. She asked that Mr. Gilliland speak with Mr. Burkhardt and Mr. Amato to help find ways of creatively scheduling custodians that would reduce the fees. The board does not feel that, at this time, the district can carry the extra expense of youth leagues.

Director Cann asked if President Leeson is stating that the board feels that everyone should be treated the same unless it is an in-school group.

President Leeson stated that there are different classifications: the tax paying groups and people outside of tax paying groups. All youth groups should pay expenses completely.

Mr. Gilliland stated that on the previous proposals there was information included regarding summer camps. He asked if the board was interested in including that item or should that be left to the athletic directors, as in the past.

LEASES/SUMMER
CAMPS

President Leeson polled the board as follows:

POLLING THE
BOARD

Director Dexter stated that there should be fees for summer camps, uniform across the district, in the policy.

Director Faccinetto stated that he agrees with Director Dexter's statement.

Director Cann stated that the last policy worked on addressed this point. The fee was dependant on the entity, if it was The Hurricanes running a basketball camp or a group from Omaha, which would be different. She stated that this decision would not have to be made if they would follow what they already have.

Mr. Gilliland clarified that the discussion last summer stated that there were a number of camps that utilized the facilities. Some camps were sponsored by booster clubs and some camps were run by private individuals for profit. The question arose about what was charged. The last policy sent basically had a pre-approval worksheet set up where proposed expenses would be documented and a final expense voucher would be presented. The camp would be approved based on the preliminary expense schedule so everyone knew what coaches were being paid and where the money was going.

Director Cann asked if the approval of the list of expenses and charges was left up to the athletic director of the facility.

Mr. Gilliland stated that it was.

Director Cann stated that the athletic director's discretion was okay.

Director Burkhardt stated that there needs to be common and consistent fees for summer camps.

Mr. Gilliland stated that the fees were consistent. The problem was the perception of the amount of money that was made from the camps.

Director Burkhardt stated that that was another issue. If the fees are consistent that is all the district can do.

Director Amato responded – Athletic Director.

President Leeson responded – Athletic Director.

Director Follweiler responded – Policy

Director Ortiz responded – Policy

Director McKeon responded – Policy, no Athletic Director.

President Leeson summarized the direction as common and consistent in the policy.

Director Cann stated that if they are now making a change that youth groups would not be paying half, but the entire expense, the information must be provided to these groups.

President Leeson wanted to verify that the Bulldogs were paying previously.

Mr. Gilliland stated that it would have an impact on Class 1 Lessees that are youth based programs on the weekends. They are currently paying for half custodial fees and with the proposal, would now double their costs.

Director McKeon stated that he believes they are paying for half the custodian and half of a site manager. He stated that if they do away with one, their cost may not go up. They will now pay for a full custodian versus a half, and not pay for a site manager.

Mr. Gilliland stated that there are no site managers in a lot of those leases with those groups.

Director Follweiler stated that, since this is to give Mr. Gilliland direction and will be coming up in a committee meeting, she recommended that whatever changes are made be outlined for the next voting meeting so that it becomes consistent and takes place in conjunction with the new budget year so that everyone is fully aware of any impact to their own budgets.

APRIL 26, 2010
RECOMMENDATIONS
OF THE
ADMINISTRATION

Director Burkhardt made a motion to accept the Recommendations of the Administration item numbers 1 through 32. Director McKeon seconded the motion.

Director McKeon asked to pull items 3, 15 and 18.

Item number 11 was pulled.

President Leeson pulled item 16.

President Leeson noted a change to item number 4. The date is being changed from April 2, to April 12.

President Leeson called for a roll call vote on agenda item numbers 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32. The question was called with roll call as follows: Yea, Directors Faccinetto, Follweiler, McKeon, Ortiz, Amato, Burkhardt, Cann, Leeson (excepting 14, pending funding), Dexter (excepting 22 - Nay, Yea to 14, excepting 3 items: May 3-5 conference - Keeping our Children Safe, June 21-24, conference - ASCD Summer Conference, and June 25-29 conference, International Society for Technology – Nay).

ROLL CALL – ITEMS
1, 2, 4, 5, 6, 7, 8, 9, 10,
12, 13, 14, 17, 19, 20,
21, 22, 23, 24, 25, 26,
27, 28, 29, 30, 31, and 32

All motions passed.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

TABLE OF CONTENTS

Item	Recommendations of the Administration	Page
1.	Award of Bids for Maintenance Vehicles Replacement – Bids Opened February 24, 2010	1-3
2.	Authorize the Administration to Submit the Pennsylvania Department of Education Self-Certification Approval – Freemansburg Elementary School Moisture Damage Repairs and Reconstruction	4
3.	Authorization to Expend 2010-2011, 2011-2012, and 2012-2013 Funds for Fiber Lease Agreement	5
4.	Recommendation to Authorize Solar Grant Submission	6
5.	Student Discipline - #0943896, #0949543, #0951228, #0961826, #0971994, and #1003928 - Adjudications	7
6.	Student Discipline - #0946162 and #1007328 - Waivers	8
7.	Approval for Act 80 Request Application	9
8.	Approval of High School Summer School Program	10
9.	Approval of Middle School District-Wide Summer Program	11
10.	Ticket Prices and Student/Family Ticket Programs 2010-2011 - Athletics	12
11.	Tuition Rates for Child Care Program	13
12.	21st Century Community Learning Centers (CCLCs) – Cohort V Elementary Schools Grants and Middle Schools Grants	14
13.	Pennsylvania Pre-K Counts	15
14.	Conference/Staff Trip Attendance	16-17
15.	Field Trip Attendance	18-19
16.	Resignations	20-21
17.	Leaves of Absence	22-25
18.	Nominations for Appointment	26-29
19.	Reassignments	30-31
20.	Professional Employee Status for Teachers	32
21.	Agreement Between Board of School Directors and Teamsters Local Number 773 Affiliated with the International Brotherhood of Teamsters Covering Clerical/Secretarial Employees	33
22.	Revisions to Board Policy Number 616 – Payment of Bills – Fifth Reading	34
23.	Accept the 2008-2009 Local Audit Report	35
24.	Appoint Open Records Officer	36
25.	Appointment of Conrad-Siegel Actuaries to Perform Actuarial Services Regarding GASB 45-Other Post-Employment Benefits	37
26.	Accept PlanCon Part K: Project Refinancing	38
27.	Approve Agreement with Provident Energy for Commodity Energy Purchasing	39
28.	Approval of the Resolution to Amend the Resolution Adopted on March 16, 2009, Authorizing the Issuance of General Obligation Bonds, Series B of 2009 to Include the Acquisition of School Buses and Mold Remediation	40
29.	Change in Mileage Reimbursement	41
30.	Election of Northampton Community College Board of Trustees	42
31.	Proposed General Operating Budget for the Bethlehem Area Vocational-Technical School for the 2010-2011 School Year	43
32.	Sale of Property by Northampton County	44
33.	Budgetary Transfers – 2009-2010	45
34.	Treasurer's Report	46
35.	Monthly Bills	47
°36.	Budget Information	48
°	Information Item Only	

1. *Award of Bids for Maintenance Vehicles Replacement – Bids Opened February 24, 2010*

INFORMATION:

Bids were received and publicly opened at 12:00 p.m., Wednesday, February 24, 2010, for:

Maintenance Vehicles Replacement

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

On April 12, 2010, at the Board Facilities Committee Meeting, Mr. Gilliland, director of facilities and operations, reviewed the maintenance vehicle bids. He informed the board that the funds to pay for the vehicles are available in the 2009-2010 maintenance operating budget due to additional funds available in the electric utility account (10-2600422-000-000-NA-0000). The amount of \$260,551 is being transferred into the Capital Equipment Replacement – Operations Maintenance Services account (10-2600762-055-690-NA-000) and is presented in the budget transfer section of this agenda.

RECOMMENDATION:

That the administration be authorized to award a contract to the lowest responsible bidders meeting specifications as indicated on the attached Tabulation of Bids.

Vehicle One: One (1) 2010 or 2011 Model Ford F-350 Dump Truck, Diesel Engine, Dual Rear Wheels, Four Wheel Drive with Snowplow and Stainless Steel Salt Spreader

Chas S. Winner, Inc. dba Winner Ford
250 Berlin Road
Cherry Hill, New Jersey 08034
2011 Model Year, Base Bid

\$44,841.00

1. *Award of Bids for Maintenance Vehicles Replacement – Bids Opened February 24, 2010*

RECOMMENDATION: (continued)

Vehicle Two: One (1) 2010 or 2011 Model Ford F-550 Dump Truck, Diesel Engine, Dual Rear Wheels, Four Wheel Drive with Snowplow and Stainless Steel Spreader

Chas S. Winner, Inc. dba Winner Ford
250 Berlin Road
Cherry Hill, New Jersey 08034
2011 Model Year, Base Bid

\$51,574.00

Vehicle Three: Two (2) 2010 Model Chevrolet Express Cargo Vans, Rear Wheel Drive 3500 135" WT with Adrien Steel HVAC Interior Package #2261G

Penske Buick GMC Trucks, Inc.
100 South Museum Road
Shillington, Pennsylvania 19607
Base Bid, Alternate 1

\$21,459.86 each

Vehicle Four: Two (2) 2010 Model Chevrolet Express Cargo Vans, Rear Wheel Drive 3500 135" WT with Adrien Steel Electrical Interior Package #2252G

Penske Buick GMC Trucks, Inc.
100 South Museum Road
Shillington, Pennsylvania 19607
Base Bid, Alternate 1

\$21,459.86 each

Vehicle Five: One (1) 2010 or 2011 Model Chevrolet Silverado 3500HD Pickup Truck, Four Wheel Drive with Snowplow and Liftgate

Penske Buick GMC Trucks, Inc.
100 South Museum Road
Shillington, Pennsylvania 19607
Base Bid, Alternate 1

\$29,486.00

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010

Pg. 3

**1. *Award of Bids for Maintenance Vehicles Replacement – Bids Opened
February 24, 2010***

RECOMMENDATION: (continued)

Vehicle Six: One (1) 2010 or 2011 Model Chevrolet Silverado 3500HD
Pickup Truck, Four Wheel Drive with Snowplow

Penske Buick GMC Trucks, Inc.
100 South Museum Road
Shillington, Pennsylvania 19607

Base Bid, Alternate 1 \$26,526.00

Vehicle Seven: One (1) 2010 Model Ford Explorer Four Door 4x4 XLT with
Police Package and Light Bar

Day Ford, Inc.
3696 William Penn Highway
Monroeville, Pennsylvania 15146

Base Bid \$22,285.00

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: February 24, 2010

April 26, 2010

**TABULATION OF BIDS
FOR**

MAINTENANCE VEHICLES REPLACEMENT

	Vehicle #5 Base Bid	Vehicle #5 Alternate 1	Vehicle #6 Base Bid	Vehicle #6 Alternate 1	Vehicle #6 Base Bid	Vehicle #6 Alternate 1	Vehicle #7 Base Bid
le Automotive Group, Inc. dba leFord	2010 Model Chevy Silverado 3500HD Pickup truck with Snow Plow and Liftgate	No Bid	No Bid	No Bid	2011 Model Chevy Silverado 3500HD Pickup truck with Snow Plow	2010 Model Chevy Silverado 3500HD Pickup Truck with Snow Plow	2010 Model Ford Explorer Four Door with Police Package and Light Bar
in-Daub Chevrolet	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1 Hoskins Ford, Inc.	\$36,758.75	No Bid	\$33,604.75	No Bid	No Bid	\$28,050.00 Ford F350	No Bid
man Chevrolet, LLC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$23,865.00
.S. Winner, Inc. dba Winner Ford Chevrolet, Inc.	\$31,146.00	No Bid	\$28,211.00	No Bid	No Bid	No Bid	\$23,221.00
Ford, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ner Pontiac Buick, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$22,285.00
Beans Ford of West Chester, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
In Chevrolet, Inc.	\$30,386.00	No Bid	\$27,232.00	No Bid	No Bid	No Bid	\$23,800.00
In Ford, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ich Mobile Equipment Corp.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$23,079.00
ke Buick GMC Trucks, Inc.	No Bid	\$29,486.00 GMC	No Bid	\$36,526.00 GMC	No Bid	No Bid	\$22,976.00
gate Chevrolet, Inc. dba Apple Fleet	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

**** TABULATION REFLECTS UNIT COST OF EACH VEHICLE ****

22 specifications mailed
14 bids received

BID AWARD

2. *Authorize the Administration to Submit the Pennsylvania Department of Education Self-Certification Approval – Freemansburg Elementary School Moisture Damage Repairs and Reconstruction*

INFORMATION:

The repair of moisture damage at Freemansburg Elementary School was discussed at the Board Facilities Committee Meeting on March 1, 2010. The administration recommends the bidding of this job and is required to submit the attached Self-Certification Application for Non-Reimbursable Construction Project to the Pennsylvania Department of Education for approval for the Freemansburg Elementary School Moisture Damage Repairs and Reconstruction.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to submit the Self-Certification Application for Non-Reimbursable Construction Project to the Pennsylvania Department of Education for approval of the Freemansburg Elementary School Moisture Damage Repairs and Reconstruction

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

NON-REIMBURSABLE WORK SUBJECT TO ADVERTISING AND BIDDING REQUIREMENTS			
☒ Project Costs for Non-Emergencies >\$10,000	☐ Purchase or Lease/Purchase of Modular/Relocatable Classroom		
INSTRUCTIONS: 1. Prepare specifications/drawings as needed. 2. Complete one application for each set of bid documents. 3. Provide completed address mailing label for the board secretary 4. Submit <u>only</u> the application form. Do <u>not</u> submit any other documentation such as the advertisement, plans, specifications or a completed specifications checklist 5. Send the completed application to the Department of Education, Division of School Facilities 333 Market Street, Harrisburg, PA 17126-0333. Any questions regarding the completion of this form should be directed to the Division at (717) 787-5480			
SELF-CERTIFICATION APPLICATION FOR NON-REIMBURSABLE CONSTRUCTION PROJECT			
DISTRICT/AVTS: <u>BETHLEHEM AREA SCHOOL DISTRICT</u> COUNTY: <u>NORTHAMPTON</u> BUILDING/SITE NAME(S): <u>FREEMANSBURG ELEMENTARY SCHOOL</u> <small>(Include all building(s) and/or site(s) on which work will be completed.)</small>			
The person to be contacted if there are any questions about this application is: <u>M. ARIF FAZIL, P.E.</u>			
<small>Contact person's name and position</small>	<u>610-865-3000</u> <small>Telephone Number (including extension)</small>		
WORK DESCRIPTION Check the appropriate boxes that apply to this project: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ☐ Asbestos Abatement/Removal ☐ Flooring Repair/Replacement ☐ Roof Repair/Replacement ☐ Install Fiber Optic Lines/Network Cabling/Data Cabling ☐ Lease/Purchase or Purchase of Relocatable/Modular Classroom(s) ☐ School Building/District Administration Office Addition or New Construction. Perform the following calculations to determine if Act 34 of 1973 applies to this project. See the instructions for additional information. <div style="margin-top: 10px;"> $\frac{\text{sq. ft.} + \text{sq. ft.} \times 100}{\text{Act 34 Percent}} = \%$ <div style="display: flex; justify-content: space-between; font-size: small;"> Architectural Area of the Addition or New Building Architectural Area of the of the Existing Structure </div> </div> </td> <td style="width: 50%; vertical-align: top;"> ☐ Boiler Repair/Replacement ☐ Paving/Resurfacing ☐ Remove/Replace/Upgrade Storage Tank(s) </td> </tr> </table>		☐ Asbestos Abatement/Removal ☐ Flooring Repair/Replacement ☐ Roof Repair/Replacement ☐ Install Fiber Optic Lines/Network Cabling/Data Cabling ☐ Lease/Purchase or Purchase of Relocatable/Modular Classroom(s) ☐ School Building/District Administration Office Addition or New Construction. Perform the following calculations to determine if Act 34 of 1973 applies to this project. See the instructions for additional information. <div style="margin-top: 10px;"> $\frac{\text{sq. ft.} + \text{sq. ft.} \times 100}{\text{Act 34 Percent}} = \%$ <div style="display: flex; justify-content: space-between; font-size: small;"> Architectural Area of the Addition or New Building Architectural Area of the of the Existing Structure </div> </div>	☐ Boiler Repair/Replacement ☐ Paving/Resurfacing ☐ Remove/Replace/Upgrade Storage Tank(s)
☐ Asbestos Abatement/Removal ☐ Flooring Repair/Replacement ☐ Roof Repair/Replacement ☐ Install Fiber Optic Lines/Network Cabling/Data Cabling ☐ Lease/Purchase or Purchase of Relocatable/Modular Classroom(s) ☐ School Building/District Administration Office Addition or New Construction. Perform the following calculations to determine if Act 34 of 1973 applies to this project. See the instructions for additional information. <div style="margin-top: 10px;"> $\frac{\text{sq. ft.} + \text{sq. ft.} \times 100}{\text{Act 34 Percent}} = \%$ <div style="display: flex; justify-content: space-between; font-size: small;"> Architectural Area of the Addition or New Building Architectural Area of the of the Existing Structure </div> </div>	☐ Boiler Repair/Replacement ☐ Paving/Resurfacing ☐ Remove/Replace/Upgrade Storage Tank(s)		
<div style="float: right; border: 1px solid black; padding: 5px; width: 200px;"> TOTAL ESTIMATED COST: \$ <u>70,000</u> </div>			
☒ Other: Moisture damage repairs and reconstruction.			
Check the construction codes and/or guidelines selected for this project: BOCA ☐ DEP ☐ EPA ☐ L&I ☐ NEC ☐ OSHA ☐ PADOT ☐ PA UCC ☐ IBC ☒ OTHER: ☐			
BOARD CERTIFICATION			
The Board hereby applies to the Department of Education for approval of the plans and specifications for the work described above. The Board certifies that, to the best of its knowledge and belief, construction bid documents comply, or will comply, with applicable laws, regulations and policies, and the project will not pose a hazard to the health and safety of users. Specifications include all applicable statements set forth in the current PDE document entitled "Required Clauses for Specifications." Construction contracts will not be entered into prior to PDE approval. If the Board proceeds with this project, the lowest responsible bidder(s) will be selected. The Board also certifies that the above-described work will proceed whether or not additional on-site work that is subject to Act 34 of 1973 goes forward.			
BOARD ACTION DATE: _____ VOTING: AYE _____ NAY _____ ABSTENTIONS _____ ABSENT _____			
<div style="display: flex; justify-content: space-between;"> <div> Signature, Board Secretary <u>BETHLEHEM AREA SCHOOL DISTRICT</u> </div> <div> <u>STACY GOBER</u> <small>Board Secretary's Name, Printed or Typed</small> </div> <div> Date <u>1516 Sycamore St., Bethlehem PA 18017</u> <small>District/AVTS Address</small> </div> </div>			
PDE USE ONLY Based on the Board's representation to the Department that (1) the requisite laws, regulations and standards have been met; and (2) this project will not present a danger to the health or safety of the users, the plans and specifications for the project are approved as meeting the requirements of the school laws of Pennsylvania and the policies and regulations of the State Board of Education.	PDE USE ONLY		
PDE # _____ Approved by the PA Department of Education _____ Date _____			

3. *Authorization to Expend 2010-2011, 2011-2012, and 2012-2013 Funds for Fiber Lease Agreement*

INFORMATION:

Bethlehem Area School District currently leases two strands of single-mode fiber from RCN Metro, which connects Freedom High School's Network Center to SPARK for the purposes of providing network communications for internet and telephone service. The lease has expired and is currently being paid on a month-to-month basis at the same rate.

The administration obtained price quotations from vendors who are able to provide the services needed to support network communications. The lowest quote is from PenTeleData.

RECOMMENDATION:

That the administration be authorized to enter into an agreement with PenTeleData to provide fiber connectivity service from Freedom High School's Network Center to SPARK at a cost of \$2,200 per month, starting July 1, 2010, and ending on June 30, 2013.

Director McKeon question what was being paid under the prior contract.

McKEON QUESTIONING
PAYMENT AMOUNT OF
PRIOR CONTRACT

Mr. Arbushites stated that they were paying \$2,500.

The administration's recommendations 3, 15, 16, and 18, were considered together.

4. *Recommendation to Authorize Solar Grant Submission*

INFORMATION:

At the April 2, 2010, Board Facilities Committee Meeting, the administration reviewed the opportunity for solar grants and the potential to incorporate solar as a strategy to reduce electrical purchases on the open market. The projects where this may currently be considered include:

1. Rooftop and land mount (parking lot) at Freedom High School
2. Rooftop and land mount (detention basin) at Spring Garden Elementary School
3. Rooftop and land mount (parking lot, detention basin) at East Hills Middle School
4. Land mount at Farmersville Elementary School

The determination of the feasibility of solar depends on the following:

- a. Engineering and analysis of the building structure and site
- b. Availability and approval of grants
- c. Municipal agency approval
- d. Financial analysis and purchase price per kWh for the District when compared to market price

The feasibility analysis including completion of the grant applications, will confirm the viability of the project. If the project is determined to be viable and the board elects *not* to proceed with the project, there will be a maximum expense of \$9,000 for the above noted feasibility work. Should the project proceed, these costs will be part of the overall project. Comparative pricing and information was obtained from two firms who are providing similar agreements with other school districts. Based on this information Tangent Energy Solutions provided the most competitive solution. The Letter of Intent from Tangent Energy Solutions was reviewed by the district's solicitor.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to execute the attached Letter of Intent with Tangent Energy Solutions and proceed with any required approvals to perform the necessary feasibility studies, and obtain the approvals to pursue grants for solar energy projects at the district's facilities. The purpose of the Letter of Intent is to verify the feasibility of executing a Power Purchase Agreement (PPA) for solar electric generation at a maximum rate of \$0.11 per kWh for 20 years with no annual cost increase. If the feasibility is confirmed, the grant is awarded, and a PPA is not executed, the maximum expense to the district is \$9,000 for the pre-development work.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.



April 23, 2010

Bethlehem Area School District
Attn: Scott T. Gilliland
250 East Fairview Street
Bethlehem, PA 18017

Re: Letter of Intent for the development of a solar photovoltaic (PV) generation system at multiple schools for the Bethlehem Area School District

Dear Scott:

Pursuant to discussions that have been on-going between Tangent Energy Solutions ("**Tangent**") and the Bethlehem Area School District ("**Bethlehem**") in connection with the proposed design, development, financing, procurement, construction, ownership and operation by **Tangent** of a solar generation system (the "Project") at multiple schools within the Bethlehem Area School District (the "**Sites**"), and the purchase by **Bethlehem** of the electrical energy produced from the Project under a long term contract (the "Transaction"), **Tangent** proposes that **Bethlehem** and **Tangent** enter into exclusive negotiations for a period of ninety days from the execution date of this letter (the "**Exclusivity Period**") in order to confirm the technical and economic viability of the Project and the Transaction. At the end of the Exclusivity Period, **Tangent** and **Bethlehem** may mutually agree to negotiate and execute a power purchase agreement (the "**PPA**") with respect to the Transaction on terms described herein. During the Exclusivity Period, **Tangent** proposes that the Parties agree to the following:

1. In consideration of the time and effort that Tangent will devote to the continued design, development and engineering of the solar PV system, **Bethlehem** agrees that during the Exclusivity Period it shall not, directly or indirectly, solicit or accept any offer from, or submit any proposal to, any person or entity other than **Tangent** relating to a project or transaction which would compete with or be an alternative to the Project and the Transaction (an "**Alternative Proposal**").
2. The preliminary terms and related economic assumptions which have been discussed by the Parties prior to the date hereof, and which are intended to form the basis of the Project and Transaction, are listed in Exhibit A hereto ("**Preliminary Terms and Assumptions**"). With respect to the Preliminary Terms and Assumptions, the Parties acknowledge that **Tangent** has conducted only a preliminary analysis of the Proposed Transaction and any proposed terms outlined herein, including, but not limited to, the Preliminary Terms and Assumptions, are subject to **Tangent's** review, revision and/or withdrawal as a result of its legal, business, financial, technical and other customary diligence.
3. During the Exclusivity Period, **Bethlehem** shall grant **Tangent** and its representatives the right to conduct further analysis and due diligence with respect to the Transaction, the Project and the Site. **Bethlehem** shall cooperate with **Tangent** and its representatives to facilitate the continued

analysis and due diligence and shall provide **Tangent** reasonable access to locations, data and information which relate to the Transaction, Project and Site.

4. Each Party shall bear its own internal costs and expenses related to any due diligence efforts. Notwithstanding the foregoing, the Parties agree that during the Exclusivity Period **Tangent** will incur design and engineering expenses (the "**Design and Engineering Expenses**") of no more than \$9,000 and that **Bethlehem** will reimburse **Tangent** for such Design and Engineering Expenses at the end of the Exclusivity Period if, after receiving an offer to enter into the Transaction on terms that are materially consistent with the Preliminary Terms and Assumptions, **Bethlehem** elects not to proceed with the Transaction. If **Bethlehem** reimburses **Tangent** for design and engineering expenses, **Tangent** will provide to **Bethlehem** copies of all deliverables for which **Tangent** is reimbursed. The deliverables will include the following:
 - a. A copy of any grant application paperwork completed for the project.
 - b. A copy of preliminary rooftop, parking lot or ground mounted solar plans that may be created for the project.
 - c. Information on the ballast plan for rooftop solar that may be created for the project.
 - d. The preliminary structural analysis of the facility's roof for support of the solar system that is prepared.
 - e. Any preliminary soils information that is available.
 - f. The initial electrical analysis of the solar system interconnection that may be completed for this project.
 - g. Any Township approval information collected.
5. If the parties decide to proceed with the transaction, a mutually acceptable agreement shall be executed.

Please sign and return to us an executed copy of this Letter in order to confirm your desire to proceed with the negotiations with respect to the Transaction as described herein. We look forward to working with you.

Very truly yours,

TANGENT ENERGY SOLUTIONS, INC.

Name: David Turner
Title: COO

**ACCEPTED AND AGREED:
BETHLEHEM AREA SCHOOL DISTRICT**

Name:
Title:

EXHIBIT A

Preliminary Terms and Project Pro-Forma Financial Model Assumptions

Project Components

Tangent Energy Solutions, Inc. (Tangent) will:

1. Design and build a PV system up to 1.7MW (DC), and associated electrical distribution equipment, at multiple schools within the district (i.e., Spring Garden, East Hill, Farmersville, Freedom).
2. Investigate developing and deploying an integrated solar load control algorithm for the lighting, heating and cooling systems, and power pool pricing signals at the selected schools. The intent of the control algorithm investigation will be to determine if the loads can be controlled and used in conjunction with solar to limit the school's electric demand during peak load periods and power pool events.

Service Levels

1. Tangent and Bethlehem Area School District will agree to a final PV design(s) and, if implemented, load control system.
2. Tangent will provide Bethlehem Area School District with the ability to monitor, in real time, the output of the PV system(s) deployed at each of the selected schools.
3. Tangent will design the load control system to provide Bethlehem Area School District with the ability to override the system at their discretion.
4. In addition to trying to maximize the PV system output during the school's monthly peak demand hour, Tangent will work closely with the Bethlehem Area School District to ensure that maximum energy savings are achieved by designing the load control system to deploy during peak demand hours.

PPA Tariffs Payable by Bethlehem Area School District

Under the PPA, which will have a 20 year term, the energy tariff for the energy produced by the Solar PV system will be fixed with no escalation. Under the PPA, the Energy Tariff will be billed monthly based upon the total number of kWh produced during the relevant month and the peak kW generated by the solar PV system. The PPA rate is dependent on the amount of the state grant that is awarded. The state grant will directly buy down the PPA rate. The PPA rate will be no more than \$0.11 kWh with 0% escalation.

Maintenance and Operation

All maintenance and operation of solar assets is the responsibility of Tangent.

Buyout Provisions

1. The PPA will contain provisions which detail project buyout amounts/methodologies in the event of contract termination due to the Bethlehem Area School District or Tangent SPV defaults. In addition, the PPA will also provide the Bethlehem Area School District with the annual option to purchase the Project commencing on the 10th anniversary of the commercial operations date of the Project, at a price which is the greater of a negotiated buyout price (as detailed in the PPA) for said year and the fair market value (as defined in the PPA) of the Project.
2. At the end of the PPA term, options will be provided for removal of the system, continuation of the agreement, or transfer of the asset to the Bethlehem Area School District.

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010

Pg. 7

5. *Student Discipline – #0943896, #0949543, #0951228, #0961826, #0971994, and #1003928 – Adjudications*

INFORMATION:

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

RECOMMENDATION:

That the Board of School Directors adopts the proposed adjudications relating to Student Numbers 0943896, 0949543, 0951228, 0961826, 0971994, and 1003928

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

6. *Student Discipline – #0946162 and #1007328 – 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 0946162 and 1007328.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

7. *Approval for Act 80 Request Application*

INFORMATION:

During the 2009-2010 school year, our instructional calendar was 181 days for all students in grades 1 through 11. Freedom High School seniors who are scheduled to graduate on June 2, 2010, had a 179 day instructional calendar. Our instructional calendar was 180 days for Liberty High School seniors who are scheduled to graduate on June 3, 2010, and all kindergarten students. Due to inclement weather, it is necessary to convert teacher inservice days into Act 80 days. An Act 80 approval from the Pennsylvania Department of Education will eliminate any subsidy penalty for grades with less than 180 days of instruction.

RECOMMENDATION:

That the administration be authorized to submit an Act 80 Request Application for the 2009-2010 school year to the Pennsylvania Department of Education identifying up to five scheduled inservice days (August 24, October 12, November 25, 2009; January 26, February 12, 2010) and that our original calendar be revised to reflect up to 185 days.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

E Request for Section 1504 Exception

Page 1 of:



Child Accounting System (CAD)

[Main](#)
[Log Out](#)
[Contact Info](#)
[FAQ](#)

PDE-4085 Request for Section 1504 (Act 80) Exception

School Year 2009-2010

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2010			
Description		1/2 day kindergarten AM		Alternative Education				
GRADES								
Kindergarten 5-year-old Kindergarten AM ☐ Alternate Day		Elementary						
		1	2	3	4	5	6	Ungraded
		Secondary						
7	8	9	10	11	12	Ungraded		
1. Number of instructional days on the original calendar				184				
2. Number of instructional hours in a regular school day				2 : 45 (hours:minutes)				
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80				12 : 0 (hours:minutes)				
4. Number of instructional hours on original calendar				494:00 (hours:minutes)				
5. Number of full-day dismissals requested				4				
6. Total instructional hours lost due to full-day dismissal requests				11:00 (hours:minutes)				
7. Number of early dismissals requested				0				
8. Total instructional hours lost due to early dismissal requests				0 : 0 (hours:minutes)				
9. Total instructional hours lost due to Act 80 requests				11:00 (hours:minutes)				
10. Instructional days on revised calendar (Days in Session)				180				
11. Total number of instructional hours on revised calendar				483:00 (hours:minutes)				
Full-Day Dismissals								
Dates of full-day dismissals and activity planned for each date: New Dismissal								
		Date	Activity					
		8/24/2009	2. Curriculum planning and development					
		10/12/2009	2. Curriculum planning and development					
		11/25/2009	2. Curriculum planning and development					
		1/26/2010	2. Curriculum planning and development					
Early Dismissals								
Dates of early dismissals and activity planned for each date: New Dismissal								



Child Accounting System (CAD)

[Main](#)
[Log Out](#)
[Contact Info](#)
[FAQ](#)

PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2009-2010

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2010			
Description		1/2 day Kindergarten PM		Alternative Education				
GRADES								
Kindergarten 5-year-old Kindergarten PM ☐ Alternate Day		Elementary						
		1	2	3	4	5	6	Ungraded
		Secondary						
		7	8	9	10	11	12	Ungraded
1. Number of instructional days on the original calendar				184				
2. Number of instructional hours in a regular school day				2 : 45 (hours:minutes)				
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80				12 : 0 (hours:minutes)				
4. Number of instructional hours on original calendar				494:00 (hours:minutes)				
5. Number of full-day dismissals requested				4				
6. Total instructional hours lost due to full-day dismissal requests				11:00 (hours:minutes)				
7. Number of early dismissals requested				4				
8. Total instructional hours lost due to early dismissal requests				12 : 0 (hours:minutes)				
9. Total instructional hours lost due to Act 80 requests				23:00 (hours:minutes)				
10. Instructional days on revised calendar (Days in Session)				180				
11. Total number of instructional hours on revised calendar				471:00 (hours:minutes)				
Full-Day Dismissals								
Dates of full-day dismissals and activity planned for each date: ☐ New Dismissal								
		Date	Activity					
☐	☐	8/24/2009	2. Curriculum planning and development					
☐	☐	10/12/2009	2. Curriculum planning and development					
☐	☐	11/25/2009	2. Curriculum planning and development					
☐	☐	1/26/2010	2. Curriculum planning and development					
Early Dismissals								
Dates of early dismissals and activity planned for each date: ☐ New Dismissal								



Child Accounting System (CAD)

[Main](#) | [Log Out](#) | [Contact Info](#) | [FAQ](#)

PDE-4085 Request for Section 1504 (Act 80) Exception

School Year 2009-2010

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request: month _____ day _____ year 2010								
Description Full Day Kindergarten	Alternative Education							
GRADES								
Kindergarten	Elementary							
5-year-old Kindergarten Full Time Alternate Day	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">1</td> <td style="width: 12.5%;">2</td> <td style="width: 12.5%;">3</td> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">5</td> <td style="width: 12.5%;">6</td> <td style="width: 12.5%;">Ungraded</td> </tr> </table>	1	2	3	4	5	6	Ungraded
	1	2	3	4	5	6	Ungraded	
	Secondary							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">7</td> <td style="width: 12.5%;">8</td> <td style="width: 12.5%;">9</td> <td style="width: 12.5%;">10</td> <td style="width: 12.5%;">11</td> <td style="width: 12.5%;">12</td> <td style="width: 12.5%;">Ungraded</td> </tr> </table>	7	8	9	10	11	12	Ungraded	
7	8	9	10	11	12	Ungraded		
1. Number of instructional days on the original calendar								
184								
2. Number of instructional hours in a regular school day								
5 : 35 (hours:minutes)								
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80								
25 : 30 (hours:minutes)								
4. Number of instructional hours on original calendar								
1001:50 (hours:minutes)								
5. Number of full-day dismissals requested								
4								
6. Total instructional hours lost due to full-day dismissal requests								
22:20 (hours:minutes)								
7. Number of early dismissals requested								
0								
8. Total instructional hours lost due to early dismissal requests								
0 : 0 (hours:minutes)								
9. Total instructional hours lost due to Act 80 requests								
22:20 (hours:minutes)								
10. Instructional days on revised calendar (<u>Days in Session</u>)								
180								
11. Total number of instructional hours on revised calendar								
979:30 (hours:minutes)								
Full-Day Dismissals								
Dates of full-day dismissals and activity planned for each date: New Dismissal								
		Date	Activity					
		8/24/2009	2. Curriculum planning and development					
		10/12/2009	2. Curriculum planning and development					
		11/25/2009	2. Curriculum planning and development					
		1/26/2010	2. Curriculum planning and development					
Early Dismissals								
Dates of early dismissals and activity planned for each date: New Dismissal								



Child Accounting System (CAD)

[Main](#)
[Log Out](#)
[Contact Info](#)
[FAQ](#)

PDE-4085 Request for Section 1504 (Act 80) Exception

School Year 2009-2010

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2010
Description		Elementary Schools		Alternative Education	
GRADES					
Kindergarten		Elementary			
(Type Kindergarten) Alternate Day		☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☐ 6 ☐ Ungraded			
		Secondary			
		☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐ Ungraded			
1. Number of instructional days on the original calendar		184			
2. Number of instructional hours in a regular school day		5 : 35 (hours:minutes)			
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80		25 : 30 (hours:minutes)			
4. Number of instructional hours on original calendar		1001:50 (hours:minutes)			
5. Number of full-day dismissals requested		3			
6. Total instructional hours lost due to full-day dismissal requests		16:45 (hours:minutes)			
7. Number of early dismissals requested		0			
8. Total instructional hours lost due to early dismissal requests		: (hours:minutes)			
9. Total instructional hours lost due to Act 80 requests		16:45 (hours:minutes)			
10. Instructional days on revised calendar (Days in Session)		181			
11. Total number of instructional hours on revised calendar		985:05 (hours:minutes)			
Full-Day Dismissals					
Dates of full-day dismissals and activity planned for each date: ☐ New Dismissal					
		Date	Activity		
☐	☐	8/24/2009	2. Curriculum planning and development		
☐	☐	10/12/2009	2. Curriculum planning and development		
☐	☐	11/25/2009	2. Curriculum planning and development		
Early Dismissals					
Dates of early dismissals and activity planned for each date: ☐ New Dismissal					

[Save Complete](#)
[Save Incomplete](#)
[Back](#)



Child Accounting System (CAD)

[Main](#)
[Log Out](#)
[Contact Info](#)
[FAQ](#)

PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2009-2010

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2010
Description		Middle Schools ☐ Alternative Education			
GRADES					
Kindergarten		Elementary			
Alternate Day		☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ 6 ☐ Ungraded			
		Secondary ☒ 7 ☒ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐ Ungraded			
1. Number of instructional days on the original calendar		184			
2. Number of instructional hours in a regular school day		5 : 46 (hours:minutes)			
3. Total instructional hours lost due to planned, shortened school days <u>not</u> addressed by Act 80		21 : 36 (hours:minutes)			
4. Number of instructional hours on original calendar		1039:28 (hours:minutes)			
5. Number of full-day dismissals requested		3			
6. Total instructional hours lost due to full-day dismissal requests		17:18 (hours:minutes)			
7. Number of early dismissals requested		0			
8. Total instructional hours lost due to early dismissal requests		0 : 0 (hours:minutes)			
9. Total instructional hours lost due to Act 80 requests		17:18 (hours:minutes)			
10. Instructional days on revised calendar (<u>Days in Session</u>)		181			
11. Total number of instructional hours on revised calendar		1022:10 (hours:minutes)			
Full-Day Dismissals					
Dates of full-day dismissals and activity planned for each date: New Dismissal					
		Date	Activity		
		8/24/2009	2. Curriculum planning and development		
		10/12/2009	2. Curriculum planning and development		
		11/25/2009	2. Curriculum planning and development		
Early Dismissals					
Dates of early dismissals and activity planned for each date: New Dismissal					

[Save Complete](#)
[Save Incomplete](#)
[Back](#)



Child Accounting System (CAD)

[Main](#)
[Log Out](#)
[Contact Info](#)
[FAQ](#)

PDE-4085 Request for Section 1504 (Act 80) Exception School Year 2009-2010

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request: month day year 2010	
Description: High School grades 9,10,11 ☐ Alternative Education	
GRADES	
Kindergarten	Elementary
(No Kindergarten) Alternate Day	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ Ungraded
	Secondary
	☐ 7 ☐ 8 ☒ 9 ☒ 10 ☒ 11 ☐ 12 ☐ Ungraded
1. Number of instructional days on the original calendar 184	
2. Number of instructional hours in a regular school day 5 : 49 (hours:minutes)	
3. Total instructional hours lost due to planned, shortened school days not addressed by Act 80 13 : 4 (hours:minutes)	
4. Number of instructional hours on original calendar 1057:12 (hours:minutes)	
5. Number of full-day dismissals requested 3	
6. Total instructional hours lost due to full-day dismissal requests 17:27 (hours:minutes)	
7. Number of early dismissals requested 0	
8. Total instructional hours lost due to early dismissal requests 0 : 0 (hours:minutes)	
9. Total instructional hours lost due to Act 80 requests 17:27 (hours:minutes)	
10. Instructional days on revised calendar (Days in Session) 181	
11. Total number of instructional hours on revised calendar 1039:45 (hours:minutes)	
Full-Day Dismissals	
Dates of full-day dismissals and activity planned for each date: New Dismissal	
	Date
	Activity
	8/24/2009 2. Curriculum planning and development
	10/12/2009 2. Curriculum planning and development
	11/25/2009 2. Curriculum planning and development
Early Dismissals	
Dates of early dismissals and activity planned for each date: New Dismissal	

[Save Complete](#)
[Save Incomplete](#)
[Back](#)



Child Accounting System (CAD)

[Main](#)
[Log Out](#)
[Contact Info](#)
[FAQ](#)

PDE-4085 Request for Section 1504 (Act 80) Exception

School Year 2009-2010

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2010
Description		Freedom High School Seniors		☐ Alternative Education	
GRADES					
Kindergarten Alternate Day		Elementary			
		☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ Ungraded			
		Secondary			
		☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☒ 12 ☐ Ungraded			
1. Number of instructional days on the original calendar		185			
2. Number of instructional hours in a regular school day		5 : 49 (hours:minutes)			
3. Total instructional hours lost due to planned, shortened school days not addressed by Act 80		11 : 12 (hours:minutes)			
4. Number of instructional hours on original calendar		1064:53 (hours:minutes)			
5. Number of full-day dismissals requested		5			
6. Total instructional hours lost due to full-day dismissal requests		29:05 (hours:minutes)			
7. Number of early dismissals requested		0			
8. Total instructional hours lost due to early dismissal requests		0 : 0 (hours:minutes)			
9. Total instructional hours lost due to Act 80 requests		29:05 (hours:minutes)			
10. Instructional days on revised calendar (Days in Session)		180			
11. Total number of instructional hours on revised calendar		1035:48 (hours:minutes)			
Full-Day Dismissals					
Dates of full-day dismissals and activity planned for each date: New Dismissal					
		Date	Activity		
		8/24/2009	2. Curriculum planning and development		
		10/12/2009	2. Curriculum planning and development		
		11/25/2009	2. Curriculum planning and development		
		1/26/2010	2. Curriculum planning and development		
		2/12/2010	2. Curriculum planning and development		
Early Dismissals					



Child Accounting System (CAD)

[Main](#)
[Log Out](#)
[Contact Info](#)
[FAQ](#)

PDE-4085 Request for Section 1504 (Act 80) Exception

School Year 2009-2010

Bethlehem Area SD
COMMENTS

Northampton County
INSTRUCTIONS

AUN: 120481002
LEGEND

Date school board approved request:		month	day	year	2010
Description		Liberty High School Seniors		☐ Alternative Education	
GRADES					
Kindergarten		Elementary			
Alternate Day		☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ Ungraded			
		Secondary			
		☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☒ 12 ☐ Ungraded			
1. Number of instructional days on the original calendar		184			
2. Number of instructional hours in a regular school day		5 : 52 (hours:minutes)			
3. Total instructional hours lost due to planned, shortened school days not addressed by Act 80		10 : 30 (hours:minutes)			
4. Number of instructional hours on original calendar		1068:58 (hours:minutes)			
5. Number of full-day dismissals requested		4			
6. Total instructional hours lost due to full-day dismissal requests		23:28 (hours:minutes)			
7. Number of early dismissals requested		0			
8. Total instructional hours lost due to early dismissal requests		0 : 0 (hours:minutes)			
9. Total instructional hours lost due to Act 80 requests		23:28 (hours:minutes)			
10. Instructional days on revised calendar (Days in Session)		180			
11. Total number of instructional hours on revised calendar		1045:30 (hours:minutes)			
Full-Day Dismissals					
Dates of full-day dismissals and activity planned for each date: New Dismissal					
		Date	Activity		
		8/24/2009	2. Curriculum planning and development		
		10/12/2009	2. Curriculum planning and development		
		11/25/2009	2. Curriculum planning and development		
		1/26/2010	2. Curriculum planning and development		
Early Dismissals					
Dates of early dismissals and activity planned for each date: New Dismissal					

8. *Approval of High School Summer School Program*

INFORMATION:

The Board of School Directors reviewed the High School Summer School proposal at the April 19, 2010, Board Curriculum Committee Meeting. This program was implemented last year as a self-sustaining program.

RECOMMENDATION:

That the Board of School Directors approves the attached proposal for the High School Summer School Program effective June 21, 2010, through July 30, 2010.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

High School Summer School Proposal
Six weeks, five days per week @ three hours per day
June 21, 2010 – July 30, 2010

Length of course

A full credit course will provide instruction over a six week period, Monday through Friday for a total of thirty days at three hours of instruction per day, for a total of ninety (90) hours of instruction.

A half credit course will provide instruction over a three week period, Monday through Friday for a total of fifteen days at three hours of instruction per day, for a total of fortyfive (45) hours of instruction.

Hours of class

Classes will meet daily for three hours from 8:00 a.m. until 11:00 a.m. if necessary, additional classes will meet from 11:30 a.m. until 2:30 p.m.

Teacher Stipend

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

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

Minimum registration

A minimum of twenty (20) students will be required to conduct a course. A course maximum of twenty-five (25) students will be established. A teacher may choose to teach a class with more than twenty-five (25) students on an individual basis with no increase in stipend.

Insufficient registration

Teachers will be given the option of teaching a course at a prorated reduction, if registration indicates less than twenty students in the class. The teacher retains the right not to teach the course for the prorated amount if he/she so chooses.

Full Credit Courses Offered

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

One Half Credit Courses Offered

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

Absences

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

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

Cost

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

Financial Hardship

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

9. *Approval of Middle School District-Wide Summer Program*

INFORMATION:

The Middle School District-Wide Summer Program is prepared to offer courses in Reading/English and mathematics. Emphasis will be placed on remediation and development of basic skills.

Middle school students in grades 6, 7, and 8 who fail two core academic subjects (English, reading, mathematics, science, or social studies) or who failed the same core subject for two consecutive years are required to participate in a summer school remediation program.

This nineteen-day program will focus on reading and mathematics with the emphasis in reading on reading in the content area.

This was reviewed with the board at the Board Curriculum Committee Meeting on April 19, 2010, where the board revised the proposal and added a \$50 student fee with financial hardship to be considered.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to operate a district-wide middle school summer school remediation program not to exceed \$25,000 in cost.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

Middle School Summer School Proposal

When: July 6, 2010 – July 30, 2010 (19 days) no school Monday, July 5
Where: Liberty High School Klein Classroom Center
Time: 9:00 a.m. – 12 Noon (student)
 8:00 a.m. – 12 Noon or 9:00 a.m. – 1:00 p.m. (teachers)
Classes: Session 1 - 9:00 a.m. – 10:30 a.m.
 Session 2 – 10:30 a.m. – 12:00 noon
Director: Dr. Dean M. Donaher
Coordinator: TBA
Hall Monitor: TBA
Teachers:
 2 - Mathematics
 2 - ELA / Reading

Budget:

4 teachers @ \$32.04 per hour for 4 hours per day for 15 days	= \$ 9,740.00
3 buses	= \$ 8,400.00
Coordinator @ \$32.04 per hour for 4 hours per day for 15 days	= \$ 2,435.00
Additional payroll costs (FICA, retirement, etc)	= \$ 3,500.00
Hall Monitor @ \$12.19 per hour for 4 hours per day for 15 days	= \$ 926.00
Supplies – Postage	= \$ 200.00
Electrical, AC, costs	= \$ 2,000.00
<u>Supplies – Paper (7 cartons @ \$27.00 per carton)</u>	<u>= \$ 300.00</u>
 Total gross cost to the district	 = \$27,501.00
 <u>Anticipated revenue of 50 students x \$50 per student</u>	 <u>= \$2,500.00</u>
 Total net cost to the district	 = \$25,001.00

The Middle School Summer School Program will focus on 6, 7, and 8 grade students who failed two core subjects in the 2009-2010 school year. Remediation offerings will be in ELA/Reading and mathematics. Each student will be required to participate in an ELA/Reading class as well as a mathematics class. Curriculum will be designed and written to meet the needs of these struggling learners. The mathematics curriculum will focus on the eligible content in grades 6, 7, and 8. One section will focus on 6/7 grade eligible content, while the other section will focus on the 7/8 grade eligible content. At the conclusion of summer school, individual student grades will be communicated to the sending middle school so grades can be entered into the e-School Plus system by the sending school counselors.

In addition the ELA/Reading program offered will focus on "reading in the content area" which will theoretically allow for concentration in each of the following:

- Reading in the content area of Literature as well as developing vocabulary in literature.
- Reading in the content area of Mathematics as well as developing vocabulary in mathematics.
- Reading in the content area of Social Studies as well as developing vocabulary in social studies.
- Reading in the content area of Science as well as developing vocabulary in science.

The mathematics program will be split into two sections based on eligible content however a "placement test" will be administered on the first day to determine appropriate placement. With two sections of mathematics being held during each session the ability to regroup and move students around based on individual need and skill level provides a better opportunity for addressing individual student needs.

Cost

A \$50 per student fee will be charged to each student in the program. This fee will be due to the Bethlehem Area School District prior to the conclusion of the program on July 30, 2010.

Financial Hardship

Cases of financial hardship will be considered on an individual basis in consultation with the middle school administration. A rubric will be created to gather pertinent information including academic record in all subjects, code of conduct record, citizenship, attendance, participation in extra-curricular activities, and general attitude. A \$10 per student non-refundable deposit will be required for any student granted a waiver or reduction in cost due to financial hardship.

10. *Ticket Prices and Student/Family Ticket Programs 2010-2011 - Athletics***INFORMATION:**

During the 2009-2010 school year, the admittance fee for football, basketball, and wrestling events was \$3 for students, \$5 for adults, and no charge for senior citizens.

The Family Ticket Program has been in effect for the past 29 years. This concept was developed to enable families with school-aged children to attend athletic events at a reduced rate. During the 2009-2010 school year, the Family Ticket entitled the purchaser to attend both Freedom and Liberty High Schools' home athletic events. A Student Season Pass was made available in 1989, which entitles a student to attend all Freedom and Liberty High Schools' home football, basketball, and/or wrestling contests.

The administration is recommending that ticket prices remain the same as the 2008-2009 and 2009-2010 school years, except for a \$2 increase for a student football pass and the student all-sports pass; eliminating the student wrestling pass, student basketball pass, family football ticket, family basketball ticket, and family wrestling ticket; and, adding an adult all-sports pass for \$40.

This was reviewed with the board at the Board Finance Committee Meeting on April 12, 2010.

RECOMMENDATION:

- a. That the administration be authorized to approve the following admittance fees for football, basketball, and wrestling events for the 2010-2011 school year as follows:

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

- b. That the administration be authorized to approve the Family Ticket Program and Student Season Pass for the 2010-2011 school year as follows:

Student Football Pass	-	\$10
Student Wrestling Pass	-	eliminate
Student Basketball Pass	-	eliminate
Student All Sports Pass	-	\$20
Adult All-Sports Pass	-	\$40
Family Football Ticket	-	eliminate
Family Basketball Ticket	-	eliminate
Family Wrestling Ticket	-	eliminate
Family All-Sports Ticket	-	\$60

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

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

The Bethlehem Area School District's Child Care Program is a self-sustaining program with centers housed in each of the district's sixteen elementary schools and in the SPARK Early Childhood Center. The proposed 2.5 percent average rate increase allows the district to remain competitive with other child care providers in the Lehigh Valley.

Child Care Rate Schedule - Current

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

Proposed for 2010-2011 School Year

<u>Age Groups</u>	<u>2010-2011</u>	
<u>Preschool & Kindergarten (All Year)</u>	<u>Daily(2.5%)</u>	<u>Weekly(2.5%)</u>
0 to 2.5 hours per day	\$ 12.56	\$ 62.80
2.6 to 5.0 hours per day	21.63	108.15
5.1 to 10.0 hours per day	30.96	154.80
10.1 to 11.5 hours per day	33.31	166.55
<u>School-Age Grades 1-5 (All Year)</u>	<u>Daily</u>	<u>Weekly</u>
0 to 2.5 hours per day	\$ 11.88	\$ 57.90
2.6 to 5.0 hours per day	19.73	98.65
5.1 to 10.0 hours per day	28.19	140.95
10.1 to 11.5 hours per day	33.01	165.05

RECOMMENDATION:

That the Board of School Directors approves the proposed child care fees for the 2010-2011 school year, effective July 1, 2010.

12. *21st Century Community Learning Centers (CCLCs) – Cohort V – Elementary Schools Grant and Middle Schools Grant*

INFORMATION:

The 21st Century Community Learning Centers (CCLCs) program is authorized under Title IV, Part B of the ESEA (P.L. 107-110), as amended by the No Child Left Behind Act of 2001. The CCLC program provides federal funding for the establishment of community learning centers that provide academic, artistic, and cultural enrichment opportunities for children, particularly students who attend high-poverty and low performing schools, to meet state and local standards in core academic subjects; to offer students a broad array of activities that can complement their regular academic programs; and to offer literacy and other educational services to families of participating children.

The district has been successfully operating afterschool programs for the last 11 years. These programs formally known as ASPIRE (After-School Partnership for Instruction, Recreation and Enrichment) have been available in our nine Title I elementary schools and two of our Title I middle schools. As of September 30, 2009, funding for six of the elementary schools ended. The district has not previously operated a 21st CCLC at East Hills Middle School or Nitschmann Middle School. This proposal will now include all four middle schools.

RECOMMENDATION:

That the administration be authorized to submit;

- a) A 21st Century Community Learning Centers (CCLCs) application for six elementary schools to the Pennsylvania Department of Education for 2010-2013, in the amount of \$500,000 per year.
- b) A 21st Century Community Learning Centers (CCLCs) application for the four middle schools to the Pennsylvania Department of Education for 2010-2013, in the amount of \$250,000 for year one and \$500,000 for each year that follows.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

13. *Pennsylvania Pre-K Counts*

INFORMATION:

The Office of Child Development and Early Learning (OCDEL) at the Pennsylvania Department of Education has called for applications for the continuation of PA Pre-K Counts programs. As in previous years, this grant will make high quality pre-kindergarten opportunities available to three and four year old children and their families throughout the Commonwealth.

Funding will be made available to all Pennsylvania communities through a competitive application process with priority given to school districts and other providers who serve children at risk of academic failure. The Bethlehem Area School District received a grant during 2009-2010 for a PA Pre-K Counts Continuation Grant. We were able to serve 60 children in the four year old program and 40 children in the three year old program.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to prepare and submit a Pre-K Counts Continuation grant application to OCDEL in the amount of \$627,000 for a Pennsylvania Pre-K Counts program for 2010-2011 school year.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

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

That the following conferences for staff be approved:

April 26-29, 2010

Reading in Many Languages IRA Annual Convention
Chicago, Illinois

\$1,210.25
Federal/PA PACT Grant

May 3-5, 2010

Keeping Our Children Safe: Strategies for Schools and Communities
Harrisburg, Pennsylvania

495.32
General

June 21-24, 2010

ASCD Summer Conference – Differentiated Instruction, Understanding
by Design, What Works in Schools, and Curriculum Mapping
Orlando, Florida

2,284.83
Federal/PA PACT Grant

June 25-29, 2010

International Society for Technology in Education Conference 2010
Denver, Colorado

1,884.66
Federal/PA PACT Grant

July 19-23, 2010

The Teaching of Advanced Placement Environmental
Science and the Teaching of Advanced Placement Biology
Wilkes Barre, Pennsylvania

4,337.70
General

July 19-23, 2010

Spitz Institute 2010 for Astronomy Education
Chads Ford, Pennsylvania

1,237.10
Federal/Title I

July 19-23, 2010

Biology for Advanced Placement Program
Philadelphia, Pennsylvania

3,494.35
General

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010

Pg. 17

14. *Conference/Staff Trip Attendance***RECOMMENDATION: (continued)**

July 26-29, 2010

Advanced Placement Statistics Workshop/Advance Placement

Summer Institute

Malvern, Pennsylvania

\$1,233.50

General

July 26-30, 2010

Advanced Placement Environmental Science Training Course

Philadelphia, Pennsylvania

1,468.80

General

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010**15. *Field Trip Attendance*****RECOMMENDATION:**

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

April 21-24, 2010

(2 Liberty High School Students)

PMEA All-State Festival Honors Ensembles

Pittsburgh, Pennsylvania

\$1,427.26

\$1,227.26-General

\$200.00-Substitute Costs

April 29-30, 2010

(16 East Hills Middle School Students)

Science Olympiad Competition

Huntington, Pennsylvania

4,549.00

\$3,949.00-State/Basic Education Fund Grant

\$600.00-Substitute Costs

May 5-8, 2010

(2 Broughal Middle School Students)

2010 NASA Explorer School Student Symposium

Cocoa Beach, Florida

300.00

All costs paid by NASA except substitute costs.

May 12-13, 2010

(6 East Hills Middle School Students)

National History Day 2010

Millersville, Pennsylvania

1,066.00

\$866.00-General

\$200.00-Substitute Costs

May 16-18, 2010

(1 Broughal Middle School Student, 9 Northeast Middle School Students,

3 Liberty High School Students)

Pennsylvania Junior Academy of Science Competition

State College, Pennsylvania

3,240.00

\$2,640.00-PA PACT Grant

\$600.00-Substitute Costs

15. *Field Trip Attendance*

RECOMMENDATION: *(Continued)*

May 19-22, 2010
(20 Liberty High School Students)
Presidents' Environmental Youth Recognition Trip
Washington, D.C. \$0.00

All expenses paid by the Environmental Protection Agency.

October 8-9, 2010
(12 Freedom High School Students)
Rally in the Valley – Varsity Volleyball
Mechanicsburg, Pennsylvania 0.00

All expenses paid through the Patriot Club.

February 2-6, 2011
(Approximately 200 Liberty High School Students)
Disneyworld University Parade
Orlando, Florida 2,950.00
\$1,450.00-General
\$1,500.00-Substitute Costs

November 20-27, 2011
(Approximately 230 Liberty High School Students)
Waikiki Holiday Parade and Pearl Harbor Event
Waikiki, Hawaii 4,500.00
\$3,000.00-General
\$1,500.00-Substitute Costs

Director McKeon questioned if there are any substitute costs for the Girls Volleyball Team field trip to Mechanicsburg. DISCUSSION

Mr. LaPorta responded that the head coach is not a teacher, but is not sure the time period of the event.

Director McKeon referred to a memo regarding two band trips at Liberty. He stated that the way the memo was written was to afford the children to have a trip in their senior year. He stated that the February trip is out of sequence compared to the November 2011, which is in sequence.

President Leeson stated that they go out of the country every 4th year. It was her understanding that the February trip was one year's trip and the Hawaii trip was a different year's trip. That would make it be two different years.

Director Burkhardt read the memo stating the explanation for the request for two trips.

Mr. McKeon had a concern that if it is approved for this school under these circumstances, there will be more requests for the same.

Director Follweiler asked if this can be discussed at a committee meeting and more information gathered so that it can be voted on next month, or will there be a problem with timing.

President Leeson stated that the issue was brought to them now because, in proper sequence, they are trying to get the board's approval prior to fundraising for both trips. She questioned Director Dexter if she had additional information regarding the trips.

Director Dexter stated that she does attend band parent meetings. She stated that she is aware of some urgency regarding the consideration of the trips now. The deposits need to be made and they need to reserve the rooms when traveling with that number of students.

Director Amato asked for clarification if this is a trip out of sequence. He stated that if it is, the answer should be no. If we give this, we will be giving in the future to whomever. The policy is set up and it should be followed. He questioned why there is a class that has not had their trip.

Director Burkhardt stated that it is the number of days. The trip that is out of sequence is the second trip, Pearl Harbor. Normally this would not be permitted.

President Leeson asked how this is out of sequence.

Director Burkhardt stated that there are a number of days that you are allowed to travel. The idea was that the bands couldn't travel extensively year in and year out. There is actual verbiage in the policy that tells them how many days they may travel. Mr. MacGill mentions that it is a great honor to get to go to the Hawaii trip and is bringing it forward for approval.

Director Dexter stated that the board did approve an out of sequence event once before. She believes it was about 3-4 years ago. In this particular situation, the reason why the band is asking to go back to Pearl Harbor is that the Liberty Band was impressive and was invited back as the Honor Band for this Pearl Harbor Commemoration. What they had done in the memo is outline how, even though it would be out of sequence, it would be the same number of trips over time, just different months. She stated that they would not be taking an extra trip; it is just not in the even flow of things. She stated that Mr. MacGill explained that it is an honor and why they were asking to go out of sequence.

Director Amato stated that he believed when they went out of sequence three years ago that the board stated that they would grant it, but to not come back again. Now we are discussing the same thing.

APRIL 26, 2010

President Leeson read a memo that was sent to the central office. The last line reads as follows:

“It is important to note that even with this altered trip rotation, we still fall within all parameters of the BASD’s band trip policy.”

The administration’s recommendations 3, 15, 16, and 18, were considered together.

16. *Resignations*

RECOMMENDATION:

Administrative

1. NAME: **Jacoby, Carol**
ASSIGNMENT: Asa Packer, Principal
REASON: Retirement
EFFECTIVE: June 29, 2010
2. NAME: **Tachovsky, Mary Catherine**
ASSIGNMENT: James Buchanan, Principal
REASON: Change in retirement date
EFFECTIVE: June 29, 2010

Instructional

1. NAME: **Blatnik, Nancy**
ASSIGNMENT: James Buchanan, Grade 2 Teacher
REASON: Retirement
EFFECTIVE: June 10, 2010
2. NAME: **Dunton, Christopher**
ASSIGNMENT: Liberty, Social Studies Teacher
REASON: Retirement
EFFECTIVE: June 10, 2010
3. NAME: **Freeh, John**
ASSIGNMENT: Liberty, Technology Integration Specialist
REASON: Retirement
EFFECTIVE: June 10, 2010
4. NAME: **Kembel, Nancy**
ASSIGNMENT: Spring Garden, Grade 5 Teacher
REASON: Retirement
EFFECTIVE: June 10, 2010
5. NAME: **Musselman, Patricia**
ASSIGNMENT: Farmersville, Grade 1 Teacher
REASON: Retirement
EFFECTIVE: June 10, 2010

16. Resignations**RECOMMENDATION:*****Instructional (continued)***

6. NAME: **Nelson, Sunny**
ASSIGNMENT: Freemansburg, Grade 3 Teacher
REASON: Personal
EFFECTIVE: March 10, 2010
7. NAME: **Rivera-Harp, Leticia**
ASSIGNMENT: Lincoln, Grade 3 Teacher
REASON: Retirement
EFFECTIVE: June 10, 2010

Noninstructional

1. NAME: **Maya, Jessica**
ASSIGNMENT: Childcare, Assistant Center Supervisor
REASON: Personal
EFFECTIVE: June 5, 2010

Miscellaneous

1. NAME: **Arthur, Dean**
ASSIGNMENT: Bus Driver
REASON: Personal
EFFECTIVE: March 19, 2010
2. NAME: **Jara, Alberto**
ASSIGNMENT: Bus Driver
REASON: Personal
EFFECTIVE: March 3, 2010
3. NAME: **Klucsarits, Jacqueline**
ASSIGNMENT: Bus Driver
REASON: Retirement
EFFECTIVE: June 12, 2010
4. NAME: **Moran, Michael**
ASSIGNMENT: Jazz Stage Band
REASON: Did not supervise club
EFFECTIVE: 2009-2010 school year

President Leeson noted that two principals are retiring. She wanted to thank Carol Jacoby and Mary Catherine Tachovsky for their service to the district.

LEESON THANK YOU TO
RETIRING PRINCIPALS

The administration's recommendations 3, 15, 16, and 18, were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010

Pg. 22

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

1. NAME: **Carvellas, Sarah**
 ADDRESS: Allentown
 ASSIGNMENT: Liberty, Mathematics Teacher
 REASON: Childrearing Leave of Absence, continuing
 EFFECTIVE: August 25, 2010, until the end of the 2010-2011
 school year

2. NAME: **Craven, Lisa**
 ADDRESS: Bethlehem
 ASSIGNMENT: Fountain Hill, Grade 2 Teacher
 REASON: Childrearing Leave of Absence, continuing
 EFFECTIVE: August 25, 2010, until the end of the 2010-2011
 school year

3. NAME: **Del Prado, Nicole**
 ADDRESS: Zionsville
 ASSIGNMENT: Liberty, Special Education Teacher
 REASON: Family Medical Leave of Absence
 EFFECTIVE: August 25, 2010, until the end of the day on
 November 17, 2010

4. NAME: **Frank, Danielle**
 ADDRESS: Bethlehem
 ASSIGNMENT: William Penn, Grade 5 Teacher
 REASON: Childrearing Leave of Absence, continuing
 EFFECTIVE: August 25, 2010, until the end of the 2010-2011
 school year

5. NAME: **Hinkle, Regina**
 ADDRESS: Emmaus
 ASSIGNMENT: William Penn, Grade 3 Teacher
 REASON: Childrearing Leave of Absence, continuing
 EFFECTIVE: August 25, 2010, until the end of the 2010-2011
 school year

17. Leaves of Absence

RECOMMENDATION:

Instructional (continued)

6. NAME: **Jones, Annmarie**
 ADDRESS: Bethlehem
 ASSIGNMENT: Freedom, Mathematics Teacher
 REASON: Childrearing Leave of Absence, continuing
 EFFECTIVE: August 25, 2010, until the end of the 2010-2011
 school year

7. NAME: **Langmayer, Alicia**
 ADDRESS: Bethlehem
 ASSIGNMENT: Liberty, Business Teacher
 REASON: Family Medical Leave of Absence
 EFFECTIVE: April 27, 2010, until the end of the 2009-2010
 school year

8. NAME: **Laubach, Michele**
 ADDRESS: Whitehall
 ASSIGNMENT: Liberty, Health and Physical Education Teacher
 REASON: Childrearing Leave of Absence, continuing
 EFFECTIVE: August 25, 2010, until the end of the 2010-2011
 school year

9. NAME: **Lausch, Jameson**
 ADDRESS: Macungie
 ASSIGNMENT: Farmersville, Grade 4 Teacher
 REASON: Family Medical Leave of Absence
 EFFECTIVE: May 10, 2010, until the end of the 2009-2010
 school year

10. NAME: **McHenry, Kimberly**
 ADDRESS: Breinigsville
 ASSIGNMENT: Liberty, Health and Physical Education Teacher
 REASON: Childrearing Leave of Absence, continuing
 EFFECTIVE: August 25, 2010, until the end of the 2010-2011
 school year

17. *Leaves of Absence*

RECOMMENDATION:

Instructional (continued)

- | | | |
|-----|---|--|
| 11. | NAME:
ADDRESS:
ASSIGNMENT:
REASON:
EFFECTIVE: | Nawrocki, Matthew
Kutztown
East Hills, Grade 6 Teacher
Family Medical Leave of Absence
April 26, 2010, until the end of the day on
May 7, 2010 |
| 12. | NAME:
ADDRESS:
ASSIGNMENT:
REASON:
EFFECTIVE: | Rivera, Angel
Bethlehem
Donegan, Grade 5 Teacher
Family Medical Leave of Absence
March 16, 2010, until the end of the day on
March 19, 2010 |
| 13. | NAME:
ADDRESS:
ASSIGNMENT:
REASON:
EFFECTIVE: | Schmittel, Julie
Nazareth
Liberty, Science Teacher
Childrearing Leave of Absence, continuing
August 25, 2010, until the end of the 2010-2011
school year |
| 14. | NAME:
ADDRESS:
ASSIGNMENT:
REASON:
EFFECTIVE: | Silverthorn, Pamela
Hellertown
Broughal, Reading Specialist
Childrearing Leave of Absence, continuing
August 25, 2010, until the end of the 2010-2011
school year |
| 15. | NAME:
ADDRESS:
ASSIGNMENT:
REASON:
EFFECTIVE: | Sobrinski, Kristin
Bethlehem
Freedom, Social Studies Teacher
Childrearing Leave of Absence, continuing
August 25, 2010, until the end of the 2010-2011
school year |

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010

Pg. 25

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

- | | | |
|-----|---|--|
| 16. | NAME:
ADDRESS:
ASSIGNMENT:
REASON:
EFFECTIVE: | Statile, Jessica
Bethlehem
Governor Wolf, Special Education Teacher
Family Medical Leave of Absence
May 24, 2010, until the end of the 2009-2010
school year |
| 17. | NAME:
ADDRESS:
ASSIGNMENT:
REASON:
EFFECTIVE: | VanHise, Michele
Nazareth
East Hills, Grade 6 Teacher
Childrearing Leave of Absence, continuing
August 25, 2010, until the end of the 2010-2011
school year |
| 18. | NAME:
ADDRESS:
ASSIGNMENT:
REASON:
EFFECTIVE: | Wachinski, Jennifer
Bethlehem
Asa Packer, Grade 3 Teacher
Childrearing Leave of Absence, continuing
August 25, 2010, until the end of the 2010-2011
school year |
| 19. | NAME:
ADDRESS:
ASSIGNMENT:
REASON:
EFFECTIVE: | Windfelder, Susan
Quakertown
Freemansburg, Grade 3 Teacher
Childrearing Leave of Absence, continuing
August 25, 2010, until the end of the 2010-2011
school year |

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

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

1. NAME: **Roth, Craig**
ADDRESS: Lititz
COLLEGE, DEGREE: Millersville University, B.S.
ASSIGNMENT: Northeast, Industrial Arts Teacher
STATUS: Temporary Professional Employee
SALARY: \$40,800, prorated (Bachelor's, Step 1)
EFFECTIVE: April 27, 2010

Noninstructional

1. NAME: **Billone, Frances**
ADDRESS: Bethlehem
ASSIGNMENT: Liberty, General Kitchen Help, 3.5 hours daily
SALARY: \$11.60 per hour
EFFECTIVE: April 27, 2010
2. NAME: **Gralski, Stanley**
ADDRESS: Allentown
ASSIGNMENT: Transportation, M-2 Vehicle Mechanic
SALARY: \$24.93 per hour
EFFECTIVE: April 27, 2010
3. NAME: **Laubach, MaryEllen**
ADDRESS: Bethlehem
ASSIGNMENT: Liberty, General Kitchen Help, 3.5 hours daily
SALARY: \$11.60 per hour
EFFECTIVE: April 27, 2010
4. NAME: **Rodriguez, Maureen**
ADDRESS: Bethlehem
ASSIGNMENT: SPARK, Teacher Assistant, full-time
SALARY: \$14.78 per hour
EFFECTIVE: April 27, 2010

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

1. **ASPIRE Program**
(After School Programs for Instruction, Recreation, and Enrichment)
Helper
District-wide
Prosser, Megan
SALARY: \$7.25 per hour

2. **Coaches**
East Hills Middle School
Softball
Head Coach **Ayre, Jonathan** New \$1,948.00

Freedom High School
Boys Volleyball
Assistant Coach **Cole, Michael** New 2,329.00

Track
Assistant Coach **Carter, Evonne** New 3,924.00
Assistant Coach **Dos Santos, Jose** Continuing 4,621.00

Liberty High School
Boys Volleyball
Assistant Coach **Buffi, Joseph** New 2,329.00

Football
Head Coach **Brown, David J.** New 7,789.00

3. **Extracurricular Activity Advisors**
Freedom High School
Debate Team **Moyer, Charles** 357.00
Spring Musical – Instrumental **Lynn, Andrew** 497.00

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.

18. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

5. **Lifeskills/Academic Maintenance Program (L/AMP)**
 Substitute Teacher
 Venanzi, Michael
 SALARY: \$32.04 per hour

6. **Permanent Day-to-Day Substitutes**
 Broughal Middle School
 Morgan, Glenn
 SALARY: \$100.00 per day
 EFFECTIVE: April 27, 2010, until the end of the day on May 14, 2010

7. **Summer Central Registration**
 Gaspar, Kelly
 Prosser, Linda
 SALARY: \$19.02 per hour, not to exceed 8 days each

Substitutes

Instructional

Azzalina, Tyler Easton	Kembel, Nancy Bethlehem
Correll, Kathy Easton	Lawrence, Sheryl Easton
Cygan, Jane Bethlehem	Leshko, Melissa Whitehall
Gonzalez, Ingrid Bethlehem	Nelson, Sunny Bethlehem
Hoffman, Marie Northampton	Nickles, Margaret Bethlehem
Isidoro, Jessica Nazareth	Paff, Rebecca Nazareth

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

Phelan, Joan
Bethlehem

Schubert, Stephanie
Bethlehem

Rasich, Mark
Allentown

Smith, Debra A.
Nazareth

Rutherford, Thomas
Bethlehem

Stuetz, Jennifer
Newtown

Safi, Joanne
Bethlehem

Verma, Meeta
Bethlehem

Noninstructional

Albert, Kevin
Slatington

Hymans, Jashawn
Bethlehem

Bednarik, John
Bethlehem

Martin, Ross
Easton

Davis, Stephanie
Easton

Rhoads, David
Bethlehem

Director McKeon stated that he is voting no on item number 2 of agenda item 18 for every coach except the head football coach. He stated that the seasons are almost over and are just seeing appointments. He stated it is a ceremonial “no.”

McKEON REMARKS ON
COACH APPOINTMENTS

The administration’s recommendations 3, 15, 16, and 18, were considered together.

19. *Reassignments*

RECOMMENDATION:

Administrative

1. NAME: **Harper, Kimberly**
FROM: Freedom, Assistant to the Principal for Curriculum and Instruction
TO: Freedom, Assistant Principal
REASON: Change in title
EFFECTIVE: April 27, 2010

Instructional

1. NAME: **Bednarik, Jeanne**
ASSIGNMENT: Liberty, Mathematics Teacher
FROM: August 26, 2004
TO: August 26, 2007
REASON: Correction on Professional Employee Status date
2. NAME: **Carvellas, Sarah**
ASSIGNMENT: Liberty, Mathematics Teacher
FROM: Temporary Professional Employee
TO: Professional Employee
REASON: Change in status, received tenure at previous school District
EFFECTIVE: August 25, 2003
3. NAME: **Davis, Kayla**
FROM: Liberty, (.75) English Teacher
TO: Liberty, (.8) English Teacher
SALARY: \$32,640 (Bachelor's, Step 1)
REASON: Change in status
EFFECTIVE: August 24, 2009

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010

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

1. NAME: **King, Donald**
FROM: Freedom, Supplemental Custodian
TO: Liberty, C-1 Custodian
SALARY: \$14.46 per hour
REASON: Successful Candidate
EFFECTIVE: April 27, 2010

Miscellaneous

1. NAME: **Quintana, James**
FROM: Freedom, (.5) Track Coach
TO: Freedom, 1.0 Track Coach
SALARY: \$4,621.00
REASON: Change in status
EFFECTIVE: 2009-2010 school year

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010**20. *Professional Employee Status for Teachers*****RECOMMENDATION:**

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

EFFECTIVE: November 21, 2009

Maholick, Jennifer Freedom, Spanish Teacher

EFFECTIVE: January 22, 2010

Deily, Jennifer Freedom, Social Studies Teacher

Zupper, Caren Farmersville, Grade 4 Teacher

EFFECTIVE: January 23, 2010

Ellis, Stacy Liberty, Spanish Teacher

Graner, Lauren East Hills, Grade 6 Teacher

Halper, Jamie Freedom, Health and Physical Education Teacher

Lesser, Jeremy Clearview/Hanover, Physical Education Teacher

EFFECTIVE: January 27, 2010

Hahn, Amanda Fountain Hill, Librarian

EFFECTIVE: January 29, 2010

Quintana, James Freedom, Social Studies Teacher

EFFECTIVE: February 27, 2010

DePalmo, Thania Clearview, Grade 1 Teacher

EFFECTIVE: March 20, 2010

Hess, Jeremy Nitschmann, Social Studies Teacher

Lasso, Jennifer Broughal, Language Arts Teacher

EFFECTIVE: April 24, 2010

Guindine, Ann East Hills, Social Studies Teacher

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

21. *Agreement Between Board Of School Directors and Teamsters Local Number 773 Affiliated with the International Brotherhood of Teamsters Covering Clerical/Secretarial Employees*

INFORMATION:

At an Executive Session held on April 19, 2010, the Board of School Directors reviewed and gave consensus to move the proposal of the Clerical/Secretarial Employees to the agenda for approval on April 26, 2010.

RECOMMENDATION:

That the attached changes to the Agreement between the Board of School Directors and the Teamsters Local Number 773 affiliated with the International Brotherhood of Teamsters covering clerical/secretarial employees be approved.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

APRIL 26, 2010

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**BOARD OF SCHOOL DIRECTORS
BETHLEHEM AREA SCHOOL DISTRICT
BETHLEHEM, PENNSYLVANIA**

AND

**TEAMSTERS LOCAL NO. 773
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

COVERING

CLERICAL/SECRETARIAL EMPLOYEES

**January 1, 2010
Through
December 31, 2014**

NOTIFICATION OF NONDISCRIMINATION

It is the policy of the Bethlehem Area School District not to discriminate in their educational programs, activities, or employment practices, based on race, color, national origin, sex, disability, age, religion, ancestry, or any other legally protected classification. This policy is in accordance with State and Federal laws, including Title VI of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1975, and the Americans with Disabilities Act of 1990.

For information about your rights contact the Supervisor of Minority Affairs, Governmental Programs and Grants, 1516 Sycamore Street, Bethlehem, Pennsylvania 18017 (Phone 610-861-0500, ext. 60228).

TABLE OF CONTENTS

AGREEMENT BETWEEN BOARD AND SECRETARIAL/CLERICAL EMPLOYEES.....	1
ARTICLE I - DURATION OF AGREEMENT.....	1
ARTICLE II- RECOGNITION.....	1
ARTICLE III - STATUTORY SAVINGS CLAUSE.....	2
ARTICLE IV - MANAGEMENT RIGHTS.....	2
ARTICLE V - UNION STATUS, PROBATION AND DUES CHECK OFF.....	2
ARTICLE VI - SENIORITY, VACANCIES AND LAY-OFF.....	4
ARTICLE VII - HOURS OF WORK AND OVERTIME.....	5
ARTICLE VIII - HOLIDAYS.....	6
ARTICLE IX - VACATIONS.....	7
ARTICLE X - SICK LEAVE AND SEPARATION BENEFITS.....	9
ARTICLE XI - LEAVES OF ABSENCE.....	11
ARTICLE XII - GRIEVANCE PROCEDURE AND ARBITRATION.....	14
ARTICLE XIII - REPRIMAND, SUSPENSION AND DISCHARGE.....	15
ARTICLE XIV - STRIKE PROHIBITION.....	16
ARTICLE XV - JOB CLASSIFICATIONS AND SALARIES.....	17
ARTICLE XVI - TUITION REIMBURSEMENT LOAN PROGRAM.....	19
ARTICLE XVII - UNION RIGHTS AND RESPONSIBILITIES.....	20
ARBITRATION AWARD - ADMINISTRATION OF MEDICATION.....	20

**AGREEMENT BETWEEN BOARD AND
SECRETARIAL/CLERICAL EMPLOYEES**

This Agreement is made effective the 1st day of January 2010 by and between the Board of School Directors of the Bethlehem Area School District, hereinafter called the "Board," and the Teamsters, Local Union No. 773, affiliated with the International Brotherhood of Teamsters, on behalf of the Secretarial/Clerical employees, hereinafter called the "Union."

**ARTICLE I
DURATION OF AGREEMENT**

1. The terms of this Agreement shall begin on the 1st day of January 2010, and shall continue in full force and effect until the 31st day of December 2014.
2. The Board and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act of the Commonwealth of Pennsylvania and constitutes the entire Agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any subject matter, issue, or thing whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement. By mutual agreement, evidence in writing signed by both parties, provisions of this Agreement may be renegotiated. The refusal by either party to renegotiate shall be deemed final and not subject to the grievance procedure.

**ARTICLE II
RECOGNITION**

1. The Board hereby recognizes the Union as the exclusive collective bargaining agent for all full-time secretarial/clerical employees as certified and determined by the Pennsylvania Labor Relations Board. Part-time and temporary employees, including students, shall not be in the bargaining unit.
2. Definition: A full-time employee is one who is scheduled to work twenty-five (25) hours per week, ten (10) months or more per year, and who was officially hired in the Board agenda as a full-time employee.
3. The official work year for 10-month employees will start five (5) days prior to the start of school for teachers (not including teacher orientation day) but no earlier than August 15. The ending date will fall into place with the start date. The district reserves the right to require 10-month employees to work up to an additional ten days anytime during the two-month period when they are not scheduled to work, as needed.

ARTICLE III STATUTORY SAVINGS CLAUSE

The Agreement is subject in all respects to the laws of the Commonwealth of Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the Union and the employees of the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment of decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.

ARTICLE IV MANAGEMENT RIGHTS

1. The Union recognizes the exclusive right of the Board to determine its operating policies and manage its business in the light of experience, judgment and changing conditions. The management of the Bethlehem Area School District's premises and equipment and direction of the working forces, including the right to hire, classify, assign, discipline and transfer; to determine the qualifications of and select employees for promotion; to suspend or discharge for proper cause; to establish reasonable working rules; to establish working schedules and conditions; to prepare job titles and definitions and determine the work to be performed by employees; to relieve employees from duty because of lack of work or for other legitimate reasons; and to change, modify or move any equipment, premises or type of service rendered to the public, is vested exclusively with the Board unless otherwise specifically provided in this Agreement.

It is understood and agreed, however, that the functions of the Board referred to in this Article IV are not all inclusive and that the omission of any of the usual inherent and fundamental rights of the Board does not constitute a waiver of such rights by the Board.

2. If an employee is not satisfied with a proposed transfer, they must request a conference with the superintendent or his designee. Notification of the final decision concerning the transfer will be given to the employee in writing by the superintendent or his designee within one (1) week after the conference.

ARTICLE V UNION STATUS, PROBATION AND DUES CHECK OFF

1. New employees who have been hired as full-time employees and those employees who have been reinstated after a loss of seniority as defined in Article VI, Section 1, will be regarded as probationary employees.
2. All probationary employees in the bargaining unit shall serve a probation period of sixty (60) full days of work during which they may be summarily dismissed by the Board without challenge, but the Union may represent such probationary employees in handling

grievances other than those relevant to dismissal, but such grievances shall not be subject to arbitration.

3. The probationary period shall begin on the first day of full-time employment and shall continue until sixty (60) full days of work have been completed. The probationary period shall not include time served under part-time, temporary emergency, or substitute appointments nor will it include time when the employee is absent from work for any reason such as illness or holidays.
4. Fair share provision – Each member of the bargaining unit represented by the union shall be required to pay a fair share fee based on the Public Employee Fair Share Fee, PL 1993, June 2, PL 45, No. 15, Section 1; 43 PS 11021.1, et. Seq. This fair share provision goes into effect as soon as practical, but no later than June 2, 2005.

“Fair share fee” shall mean the regular membership dues required of members of Teamsters Local No. 773 affiliated with the International Brotherhood of Teamsters covering secretarial/clerical employees less the cost, for the previous fiscal year, of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Bargaining Agent as exclusive representative.

5. Employees who are not members of the bargaining unit, and, in addition, all persons who shall become employees covered by this Agreement, if admitted to membership in the Union, shall be admitted without discrimination and on fair and reasonable terms and conditions in accordance with the provisions of the Constitution and By-Laws of the Union.
6. The Board agrees to deduct Union dues from the pay of each employee from whom it receives written authorization and will continue to make such deductions while the authorization remains in effect. Such deductions will be made from the pay for the first full pay period worked by each employee following receipt of the dues deduction authorization, thereafter, will be made once a month and remitted to the Secretary Treasurer of the Union by the 15th day of each month. No deduction for Union dues will be made from the pay of employees whose services with the Board terminate before the end of a pay period.
7. All employees who have joined the Union or who join the Union in the future must remain members for the duration of the Collective Bargaining Agreement. Any employee may resign from the Union during the period of fifteen (15) days prior to the contract expiration date.
8. Nothing contained in this Agreement shall be construed so as to require the Board to violate any applicable law.
9. Salary deductions will be made upon written authorization of the employees for investment in or the repayment of loans to the local Teachers Credit Union. Salary deductions may also be made for other tax shelters such as deferred annuities.

ARTICLE VI SENIORITY, VACANCIES AND LAY-OFF

1. Seniority as used herein shall refer to the length of continuous service, ability to perform the work required and physical fitness. The length of continuous service refers to the length of full-time service with the Board in the job classification in which the employee is employed. Where the ability to perform the essential work functions required is relatively equal and physical fitness is not a factor, length of continuous service shall prevail in determining an employee's seniority. The Board shall have one seniority list. In the event that two (2) or more employees begin employment on the same day, a lottery system utilizing the drawing of playing cards highest to lowest card drawn, conducted in the presence of at least one (1) individual from both management and the Union, shall determine each newly hired employee's seniority position.
2. Employees shall be laid off in the reverse order of their seniority in a particular job classification and shall be rehired in the reverse order of their layoff. In case an employee has been laid off or bumped, the employee shall have the right to "bump", within three (3) working days after notification of elimination of their position or being bumped, any employee in the bargaining unit with less seniority as outlined below; this privilege is limited to one "bump" for each employee for each layoff.
 - a. The employee whose position is eliminated or bumped may bump any less senior employee provided the employee has the skill, ability, seniority and qualifications to perform the work available with minimal further training in accordance with the job description.
 - b. Bumping shall be limited to:
 - i. if the position eliminated is held by an employee within the lower fifty percent (50%) of the employees on the current seniority list, there shall be no more than three (3) bumps, the last of which shall be to the least senior position within the bargaining unit or;
 - ii. if the position eliminated is held by an employee within the upper fifty percent (50%) of the employees on the current seniority list, there shall be no more than five (5) bumps, the last of which shall be to the least senior position within the bargaining unit.
 - c. In the event the last employee bumped as outlined in section b above currently holds a 12-month position, the employee shall be permitted to bump the least senior 12-month employee on the current seniority list; this bumped employee shall then bump to the least senior position within the bargaining unit.

When an employee exercises their right to bump, the employee will retain their seniority, vacation, personal and sick days.

The employee whose position is eliminated or bumped may bump any less senior employee provided the employee has the ability, qualifications, skills,

and seniority to perform the work with adequate time necessary to familiarize themselves with the particular operations of the new position in accordance with the job description. To ease the transition into any position within the bargaining unit, the district agrees to provide a familiarization with the various school district departments to said employee. This includes the opportunity to visit with other departments to obtain directions (ex: Accounts Payable, Accounts Receivable, Bookkeeper, Child Accounting, Data, Payroll, etc.) when applicable. The familiarization is to be scheduled by either the employee or his/her supervisor and is to be provided within the first thirty (30) working days of appointment to the position.

When possible, the district shall provide advance notification to all employees prior to the elimination of any position. Employees who exercise their bumping rights shall be compensated at the rate of the new job.

3. Employees absent from work who are unable to perform their regular work for a period not exceeding one (1) year, calculated from the date upon which all accumulated sick leave has been exhausted, shall retain their seniority rights. Employees must return to work within three (3) months of said year and work for a period of thirty (30) workdays in a forty-five (45) workday period in order to reestablish their rights under this section.
4. The Board agrees to post all job vacancies, including new positions, at designated places for seven (7) workdays, at which time members of the bargaining unit may apply for consideration in filling the position. Job description shall be available at the Human Resources Office. After having been awarded a lateral transfer, an employee must remain in that position for one full year. New hires must remain in their position for one (1) full year following their probationary period. If an employee or a new hire within the one (1) full year indicates an interest in a vacancy; and there are no bids, the district, in its discretion, may award the position to the employee. Employees who have previously been bumped shall, at his/her discretion, have the sole right to be returned to his/her previous position if it becomes available within 365 days of being bumped.
5. Vacancies will be awarded to the best-qualified person based on seniority, performance, ability, willingness, and health. Employees who move from one position to another within the district shall serve a probationary period not to exceed forty-five (45) workdays in the new assignment. If the employee's performance in the new assignment is not consistent with the expectations of the district, the employee shall be returned to his/her previous assignment during or at the conclusion of the probationary period. If the employee chooses, he/she may be returned to his/her previous assignment during the probationary period.
6. Notices of Union meetings may be posted at designated places.

ARTICLE VII HOURS OF WORK AND OVERTIME

1. Full-time employees normally work 7_ hours per day, five (5) days per week.

2. All employees shall be granted a 30-minute lunch period with pay.
3. All employees shall be provided with two 15-minute rest periods – one 15-minute break during each 3_ hours of duty, not to occur the first or last _ hour of the day.
4. Overtime authorized by the immediate supervisor shall be compensated at the rate of time and one-half pay for the following:
 - a. time over a 7_ hour day
 - b. time over a 37_ hour week
 - c. time on Saturdays
 - d. time on Sundays will be paid at double-time

Overtime hours shall not be duplicated or pyramided on a daily or weekly basis.

Employees who work on a holiday shall be compensated at one and a half times their hourly rate for the hours worked, plus the regular holiday pay.

5. When an employee is transferred to a higher rated job for a period exceeding five (5) consecutive business days, he/she will be paid the higher rate for all hours worked at the higher rated job.
6. An employee must have permission of the principal or other immediate supervisor to leave the building or job during working hours.

ARTICLE VIII HOLIDAYS

1. The Board agrees to grant thirteen (13) paid holidays, and these holidays will follow the designated administrative calendar. In the event that the official school district calendar is changed so that schools are in session on other than originally scheduled days, all bargaining unit secretaries/clerks will be available for regular duty on all rescheduled days. This applies to secretaries/clerks employed at the schools.

<u>Month</u>	<u>Holiday Schedule</u>
July	Independence Day
September	Labor Day
November	Thanksgiving Holiday
December	Christmas Holiday
January	New Year's Holiday
February	Presidents' Day
April	Easter Holiday
May	Memorial Day

2. Any absence chargeable to sick leave immediately preceding or following a holiday period will require a doctor's statement upon request from the immediate supervisor. Failure of the

employee to provide such verification will result in employee forfeiture of sick pay.

3. Employees will be notified each year in writing, within a reasonable period of time, of the holiday schedule as established by the Board.
4. Employees will not be paid for holidays, which are outside their normal work year or during a period in which they are on layoff.

ARTICLE IX VACATIONS

1. Employees are eligible for vacation on the basis of their years of continuous service to the Bethlehem Area School District. Vacations are "earned" during one (1) year of service and are taken during the next year of service. Only completed months of employment, including paid vacation, paid holidays and paid sick leave, will be counted to arrive at earned vacation days. Employees who are injured on the job shall earn vacation; however, employees who are absent from work as a result of such injury for a period of six (6) months or longer will not earn vacation benefits.
2. Definition: For the purpose of computing vacation benefits, a year of service commences on the 1st of July and is concluded on the 30th of June.
3. Vacations with full pay will be granted employees in the bargaining unit after 10 to 12 months of satisfactory employment based upon the following schedule:

12-MONTH EMPLOYEES

Years of Service	Vacation Days Earned Per 20 Days Worked*
After 10 months	0.85
After 5 years	1.02
After 8 years	1.21
After 10 years	1.37
After 13 years	1.61

*A maximum 20 vacation days can be earned per year

10-MONTH EMPLOYEES

Years of Service	Vacation Days Earned Per 20 Days Worked
After 10 months	0.85
After 5 years	1.02
After 8 years	1.21
After 10 years	1.37

The superintendent or immediate supervisor will designate when five (5) of the vacation days per year will be taken by a specific date. These five (5) designated days will be days

when the employees would normally be scheduled to work, but when no students are in attendance. The superintendent or immediate supervisor maintains the right to alter the designated five (5) days due to changing conditions in the building/district.

Beginning January 1, 1990, the number of vacation days for 10-month secretaries shall be frozen at the level in effect on June 30, 1990. On July 1, 1992, one (1) day of vacation was subtracted from the number of days earned in the 1991-92 school year for 10-month employees.

4. All requests for vacations shall be subject to the approval of the immediate supervisor with due regard for seniority. Work needs of the district shall control all vacation scheduling. All vacation requests submitted by August 1st of each year will be granted on a seniority bases; requests submitted after August 1st will be granted on a first come, first serve basis.
5. No vacation allowances shall be for less than one (1) week (five working days) unless specifically requested by the employee. Where an occasional request is reasonable and made early, the immediate supervisor may grant split-week vacations if in his/her opinion it will not hamper the operation of the school district.
6. Any absence chargeable to sick leave immediately preceding, during or following a vacation will require a doctor's statement upon request from the immediate supervisor. Failure of the employee to provide such verification will result in employee forfeiture of sick pay.
7. When an employee on probation terminates service during the school year, he/ she will be paid the salary due in lieu of "earned" vacation time.
8. Any person employed in the district as a 12-month secretary prior to January 1, 1990, who transfers to a 10-month position will be permitted to select one of the following options:
 - a. Earn \$.28 less per hour but retain the corresponding vacation days that the years of service as a 12-month employee would entitle the individual to as a 10-month employee, or
 - b. Receive the same rate of pay as a 12-month employee does for a corresponding classification and give up the right to accrue vacation. This option would also permit a maximum of five (5) days leave without pay.

The selection of one of the above options must be made by the effective date of the transfer and is available for only the first transfer to a 10-month position. If no choice is made by the effective date of the transfer, option "b" above will automatically go into effect. In like manner, any transfer that occurs after the first transfer to a 10-month position will require option "b" above.

Any secretarial/clerical employee new to the district who takes a 10-month position at any time shall receive no vacation days, but shall receive the same wages as a similar 12-month classification employee does. In addition, a maximum of five (5) days leave without pay

will be permitted.

ARTICLE X SICK LEAVE AND SEPARATION BENEFITS

1. Employees shall earn one (1) day of sick leave for each month of employment up to a maximum of twelve (12) days per year.
2. After all accumulated sick leave days have been exhausted and the employee still is unable to return to work, the employee shall receive a maximum of \$310 per week for further sickness up to fifty-two (52) weeks. An employee who has exhausted all accumulated sick leave and who subsequently initiates a claim for income protection shall be eligible for income protection beginning with the fourth day of illness.

Duplication of benefits under this provision of the contract is prohibited. Employees who are receiving Worker's Compensation benefits or insurance benefits from a policy not purchased by the employee shall not be eligible for benefits under this provision of the contract.

Time spent collecting benefits under the income protection section of Article X will not be used to determine earned vacation days, earned sick leave credit, or any other benefit which relies on length of employee service.

3. A doctor's certificate shall be required for any sick leave absence under this section lasting four (4) days or longer.
4. Hospitalization and major medical coverage will be paid by the Board for the employees and their dependents including full-time college students up to 23 years of age. The district will continue medical coverage of individuals who are absent from work due to a work related injury for only one year. The coverage, deductible, and co-pay amounts are indicated on the succeeding chart. The Traditional Capital Blue Cross/Major Medical Plan or its equivalent will continue to be provided to those employees currently with that benefit. If they elect the PPO option they will no longer be able to enroll in the Traditional Plan. For current employees with Traditional coverage, there shall be a special open enrollment period during _____, 2010, to select the PPO 250 option at the option of the employee. Thereafter, he/she may switch to the PPO 250 Plan during the regular annual open enrollment. After the deductible has been paid, the cost of covered expenses will be shared 80% by the plan and 20% by the employee with a cap of \$2,400. Reimbursement for covered expenses that exceed the annual cap will be at 100% not to exceed the plan's maximum lifetime benefits. All new benefit eligible bargaining unit members will enroll in the Capital Blue Cross PPO Plan 250 or equivalent.

	1/1/10-12/31/10	1/1/11-12/31/11	1/1/12-12/31/12	1/1/13-12/31/13	1/1/14-12/31/14
Coverage	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Deductible	\$250	\$250	\$250	\$250	\$250
Co-Pay	\$13	\$13	\$13	\$14	\$15

Prescription Plan – members of the bargaining unit and their dependents including full-time college students up to 23 years of age, are provided with a prescription plan. The plan will provide generic drugs, unless specifically prohibited by the physician and will require the employee to pay a deductible of \$20.

5. A life insurance policy in the amount of \$21,000 for each of the five (5) years of the contract will be provided by the Board.
6. Employees who retire will receive unused sick leave credit not to exceed ninety (90) days at \$55 per day.

Conversion of Unused Sick Leave to Health Benefits: Employees who retire during the period of this Agreement will be granted the following options for unused sick leave:

Option 1: If less than the allowed unused sick days have been accrued, payment according to the amounts shown in credit for unused sick leave will be used.

Option 2: If more than the allowed unused sick days have been accrued, payment will be made for the allowed number, plus all days in excess of the maximum allowed, may be used to receive health care coverage benefits, including the then current Blue Cross/Blue Shield (or other than current carrier) coverage and dental insurance, for a period of time equal to a balance of funds credited for unused sick days multiplied by \$55 per day. The rate for the health care coverage will be equal to the rate charged retirees for continued coverage. At the conclusion of the use of the unused sick days credit, the retiree would then have the option of continuing coverage at their expense, if not then eligible for Medicare benefits.

Option 3: If more than the allowed unused sick days have been accrued, all unused sick leave may be converted to credit toward health care coverage as outlined in Option 2. The employee's decision to exchange the severance payment for unused sick days for health care benefits must be included in the employee's notification of intention to retire.

Employees who receive health care benefits as stipulated in this section are required to continue to pay the employee's contribution toward their medical premiums.

7. Dental – The Board will pay the full cost of the following dental plan for the members of the bargaining unit and their dependents enrolled in the program. Unmarried children including step and adopted children will continue to be covered until the end of the calendar

year in which they reach age 19, or until the end of the month in which they marry, if earlier. In the case of full-time students who are over 19, coverage will continue until the end of the month in which they reach age 23 or they marry or cease to be full-time students prior to age 23, whichever occurs first and who have no other benefits from employers, government agency or other type of group insurer. The maximum dental benefit per covered individual shall be \$1,800 per year.

Delta Dental or equivalent dental care program includes basic coverage (100% UCR), supplemental basic service (100% UCR), periodontics (100% UCR) and prosthetics (50% UCR) or equal coverage with another carrier.

ARTICLE XI LEAVES OF ABSENCE

1. Personal Day

Employees shall be granted one (1) unrestricted personal day per year. Such requests shall be made on the approved form to the principal or other appropriate representative of the superintendent at least 24 hours in advance. No reason for the absence need be cited.

2. Emergency Day

Employees shall be granted two (2) emergency days per year deductible from sick leave. Any portion less than _ day that is taken as an emergency absence shall count as _ of a day. Any portion greater than _ a day that is taken as an emergency absence day shall count as a full day. The following procedure shall apply:

- a. Requests shall be submitted on the approved form to the principal or other immediate supervisor at least 24 hours in advance unless the nature of the emergency makes advance notification impossible.
- b. Requests for emergency absence days for reasons listed in Groups 1 and 2 below shall automatically be approved by the principal or other appropriate representative of the superintendent, except for Item 9, Group 2, which shall be approved by the superintendent.

Group 1: Emergencies

- Non-local doctor appointments
- Court appearance (other than subpoena or jury duty)
- Birth of a child
- Illness in immediate family (see "Death in Family" for definition of "immediate family")
- Home or property damage resulting from fire, flood, lightning, collision

Group 2: Personal Responsibilities

- Change of residence
- Closing the purchase of family residence
- Graduation from college of immediate family member (See "Death in

- Immediate Family” for definition of “immediate family”)
- Marriage (day before or day after and including the day of marriage)
- Election Day (for election officials only)
- Transaction of legal business
- Obligatory religious observance
- Selective service pre-induction and induction requirements
- Any legitimate request not listed above and approved by the superintendent

3. Death in Family

Absence on account of death in the immediate family or household, from the date of death until and including one calendar day after the funeral, shall be compensated at full salary. If the funeral is on Saturday or Sunday, the employee shall be compensated at full salary for the following Monday if it is a normal workday. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandchildren, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home at the time of death.

One day of absence to attend the funeral of a near relative shall be compensated at full salary. Near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law and daughter-in-law. For clarification, this does not include uncle-in-law, aunt-in-law, nephew-in-law and niece-in-law.

4. Jury Duty

Employees who are absent for jury duty shall receive full pay for the day or days absent, less any compensation paid for such jury services. To accomplish this, the employee shall be paid his/her regular salary and shall reimburse the district for the amount received for jury duty.

5. Military Service

The Board agrees to grant military leaves of absences to employees who are involuntarily called to duty in accordance with the provisions of the Selective Service and Training Act and any amendments thereto.

6. Injury on the Job

All employees are covered under Worker's Compensation in the case of injury while performing their duties. Days covered under Worker's Compensation shall not be charged against cumulative sick leave.

7. Childbearing/Child Rearing Leave

The Board will grant an unpaid leave of absence to an employee who becomes pregnant. Such a leave shall be for a maximum of one (1) year, following the date the leave commences. If the employee were to need an extension, up to an additional year, an official request must be submitted and approved by the Board of School Directors. This unpaid leave also applies to child rearing for a newly adopted child.

As soon as the employee determines that she is pregnant, she must notify the superintendent, in writing, with a statement from her physician of the approximate date of delivery.

The employee must notify the superintendent, in writing, by the end of her sixth month of pregnancy of the date she wishes to commence her leave of absence.

Such notice must include a written statement from her physician attesting to the employee's ability to continue performing the schedule of her duties and responsibilities. She will be permitted to continue on active duty until such date, provided she performs the full duties and responsibilities of her position.

The employee may return at any time during the leave of absence provided she notifies the superintendent, in writing, at least sixty (60) working days prior to the date she wishes to return and furnishes a statement from her physician attesting to her ability to resume the full performance of her duties and responsibilities. If an employee fails to notify the superintendent within sixty (60) working days prior to the expiration of such leave or provides notice and fails to return within twelve (12) months following the date the leave commenced, she shall be deemed to have resigned and the obligation of the school district to provide a position for her will cease.

Such a Childbearing/Child Rearing leave will be without pay and other benefits. In case of a miscarriage or death of the infant during the Childbearing/Child rearing leave, the employee will be eligible for immediate reinstatement when an opening exists in the same or equivalent position, waiving the sixty (60) working days notice requirement but not the physician's statement.

Upon returning, the employee shall be placed in the same position that she held at the time said leave commenced, if available; if not, to an equivalent position for which she is qualified. All benefits shall be reinstated upon her return.

The district will be in compliance with all State and Federal Laws.

8. Union Business

Upon request of the Union, an employee shall be granted a leave of absence from the employer for Union activities, without pay, for such time as the Union may request and the Board may approve.

9. Full-time employees may take up to five (5) days leave of absence without pay for any reason, subsequent to affirmative Board action at a Regular Board Meeting or Special Board Meeting. In the event of an emergency, the Superintendent of Schools may grant the unpaid leave. The number of employees on this leave should not exceed 5% of the secretarial/clerical staff.

ARTICLE XII GRIEVANCE PROCEDURE AND ARBITRATION

A grievance is defined as any alleged misinterpretation or misapplication of a specific article or section of the provisions of this collective bargaining agreement. For the purpose of settling grievances, the Board recognizes such shop steward as the Union may designate to represent it. Should grievances arise, there shall be no suspension of work and all such grievances shall be settled promptly in the following manner:

Step 1. Any employee who believes he/she has a grievance shall, within three (3) working days from the day the grievance arose, discuss the matter with the immediate supervisor and shop steward in an attempt to arise at a satisfactory settlement. Disposition of the grievance shall be made by the immediate supervisor within three (3) working days after its presentation.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing on a form provided by the employer. Such grievance shall specify article or section of the contract grieved and shall be signed by the aggrieved employee and the steward and submitted to the immediate supervisor within three (3) working days after the supervisor's Step 1 answer. A copy shall be retained by the steward and another shall be mailed to the Union office. Disposition of the grievance shall be made by the immediate supervisor after discussion with the Union's designated representative within three (3) working days after its presentation.

Step 3. If the grievance is not resolved in Step 2, the aggrieved employee or Union shall within three (3) working days following the reply in Step 2 present the grievance in writing to the Superintendent of Schools or his designated representative and the representative designated by the Union shall meet within five (5) working days with the parties involved. The superintendent will give the Union his written decision on the grievance no later than five (5) working days following said meeting, unless the time is mutually extended in writing.

Step 4. If the grievance is not resolved in Step 3, the aggrieved employee and/or Union shall present within three (3) working days following the reply of the superintendent, the grievance to the Board. The Board shall review the grievance and, if necessary, in Executive Session, hold a hearing no later than the next Regular Board Meeting, replying to the grievance in writing within five (5) working days.

Step 5. If the action in Step 4 fails to resolve the grievance to the satisfaction of the Union, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195. If the grievance fails to meet the criteria of Section 903, the decision of the Board in Step 4 shall be final.

The arbitrator shall in no way alter, modify, change, amend, add to or subtract from the provisions of this Agreement.

The cost of the services of the arbitrator shall be shared equally by the Union and the Board. Any other costs incurred by the process shall be borne by the party incurring same.

Failure to comply with the time limits set forth shall be considered an acceptance of the

decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. Failure of any administrator at any step to communicate a decision to the employee within the specified time limits shall permit said employee to proceed to the next step. Time limits may be extended by mutual agreement in writing.

ARTICLE XIII REPRIMAND, SUSPENSION AND DISCHARGE

1. The employee shall receive written disciplinary reprimands from his/her immediate supervisor for unsatisfactory performance of duties. Such reprimands will be made upon the form entitled "*Notice Of Official Reprimand – Noninstructional Personnel.*" Employees are required to sign these reprimands; however, the employee's signature does not constitute an admission of guilt. Copies of such notice shall be sent to the steward and Union within fifteen (15) days. After the third written reprimand within a one-year period and after a mandatory hearing, the employee may be suspended or discharged by the Board.

The district shall take disciplinary action for proper cause in the following order:

- a. written reprimand
 - b. written reprimand
 - c. written reprimand and a mandatory meeting, which may result in:
 - possible suspension without pay or
 - possible discharge
 - d. suspension without pay
 - e. discharge
2. The superintendent shall give an employee a three-day written notice of suspension or discharge and the reason therefore. Copies of such notice shall be sent to the steward and Union.
3. No notice of suspension or discharge need be given to any employee before he/she is discharged for the following reasons:
 - a. Calling or participating in an unauthorized strike, walkout, slowdown, or sit-down.
 - b. Drinking of any alcoholic beverage or being under the influence of liquor or drugs during working hours (including lunch time and breaks).
 - c. Proven or admitted immoral conduct, theft, or dishonesty.
 - d. Unprovoked physical assault upon the Board's representative or the public during working hours.
 - e. Proven negligence resulting in a serious accident while on duty.
 - f. Unauthorized failure to report for work or to leave work.
 - g. Falsifying employment records, sickness, or any other absence or other reports.
 - h. Arrest, conviction, and the serving of a prison sentence.
 - i. Engaging in gainful employment in the same category during a leave of absence, except where the leave is expressly granted for this purpose.
 - j. Engaging in unauthorized personal activities during working hours.

4. If any employee is discharged or suspended as provided for in this Article, the Board shall continue to make the required contribution for Health and Welfare, Pension and Life Insurance, if any, pending final disposition of said discharge or suspension.
5. Any employee discharged must be paid in full for all wages owed him by the Board, including "earned" vacation pay, if any, by the next regularly scheduled pay day.
6. A discharged or suspended employee shall advise the Union, in writing within five (5) working days of such action, of his/her desire to appeal the discharge or suspension. Such notice of appeal shall be made to the Superintendent of Schools in writing within ten (10) working days from the date of discharge or suspension. Failure to comply with the time limits set forth herein shall constitute a waiver of any future appeal.
7. Should it be proven that an injustice has been done to a discharged or suspended employee, he/she shall be fully reinstated and compensated at the usual rate of pay for lost work. If the Union and the superintendent are unable to agree as to the settlement of the case, the matter must be submitted within five (5) working days through the grievance procedure at Step 4, as set forth in Article XII.
8. No material shall be placed in his/her personnel file before the employee had an opportunity to review the material. Employees shall be entitled to a copy of material placed in their personnel file. If the employee chooses to submit a written comment/response to any document placed in their personnel file, the district agrees to attach said employee comment/response to that document. It is understood that an employee's signature on an evaluation, reprimand, or other document is an acknowledgement that they are aware that the document will appear in their personnel file and does indicate agreement or disagreement with the content of the document. If an employee refuses to provide an acknowledgement signature, the district will note such refusal in the personnel file with the signature of their supervisor or Assistant Superintendent of Human Resources and the signature of another witness to the employee's refusal to sign said document.

ARTICLE XIV STRIKE PROHIBITION

1. During the term of this Agreement, the Union and the members of the bargaining unit will not cause, sanction or take part in any strike (whether sit down, stay in, sympathetic, general or any other kind), walkout, picketing, stoppage of work, retarding of work or boycott, whether of a primary or secondary nature, or any other interference with the operation and conduct of the Board's business. The Board agrees that there shall be no lockout during the term of this Agreement.
2. In the event that some of the members of the bargaining unit violate the provisions of this article and such violation is not instigated, called, sanctioned, condoned, or participated in by the Union or any of its officers, the Board will not institute proceedings against the Union as an entity, or its officers, to collect damages for that violation, providing that the

Union and its officers shall in good faith take the following action when notified by the Board of the occurrence of a violation:

Promptly, no later than within 8 hours, issue a public statement and furnish the Board with a signed statement, both of which shall be in effect that the work interruption is unauthorized by the Union, in violation of this Agreement and that any picket lines which may be established are to be ignored; and,

Within 24 hours instruct all of its members guilty of such violation to return to work at once, and all of its other members to continue to work; and confirm all such instructions by letter or bulletin within 48 hours; and,

Refrain from giving any aid, encouragement, or support of any sort whatever to employees who are violating the provisions of this Article.

Failure of the Union to take action as provided above shall be deemed a violation by the Union of the provisions of this Article.

3. The Board shall, nevertheless, have the right to discharge any workers who participate in such action as prohibited in this Article and such discharge shall not be protected by the Union. It is further understood and agreed that all claims, issues, controversies and disputes arising out of the violation of this Article, shall be settled in accordance with the grievance provisions of this Agreement but only to the extent to determine whether a violation of this Article XIV has occurred.

ARTICLE XV JOB CLASSIFICATIONS AND SALARIES

- A. Job description and classification for secretarial/clerical positions are determined as a matter of inherent managerial policy by the Board. Job descriptions for positions are available in the Human Resources Office. Classifications of positions are included in this Agreement for information only.

Classification	Positions
0-3	Secretaries/Clerks
	<ul style="list-style-type: none">• ASPIRE (After School Programs for Instruction, Recreation, and Enrichment)• Athletic Office• Business Office (Accounts Payable, Accounts Receivable, Payroll, Production, Purchasing, Word Processor• Child Accounting• Child Care• Child Study Center• CLA (Center for Learning Assessment)• Curriculum and Instruction Office

- Data Processing
- Dining Services
- Early Childhood Department
- Education Center Receptionist
- Elementary School, Middle School, High School
- Family Centers
- Human Resources
- Information Technology
- Maintenance
- Minority Affairs/State & Federal Projects
- MPLA (Middle Prep Literacy Academy)
- Network Center
- REMS (Emergency Management & Readiness)
- SPARK (Smart Program for at Risk Kids)
- Special Education Office
- Transportation

0-4**Secretaries/Clerks (Business Office)**

- Accounts Receivable
- Production Room

B. The hourly wage for each classification shall be as follows:

Wages	1/1/10- 12/31/10	1/1/11- 12/31/11	1/1/12- 12/31/12	1/1/13- 12/31/13	1/1/14- 12/31/14
0-3 10 month w/vacation	\$19.02	\$19.02	\$19.40	\$19.79	\$20.18
0-3 10 month w/out vacation	\$19.30	\$19.30	\$19.69	\$20.08	\$20.48
0-3 12 month	\$19.30	\$19.30	\$19.69	\$20.08	\$20.48
0-4 12 month	\$19.79	\$19.79	\$20.19	\$20.59	\$21.00

The new hire step back wage for the three-year progression shall be as follows:

Classification	Probation (60 Working Days)	Balance of Year 1	Year 2	Year 3
Year 1 (January 1, 2010 - December 31, 2010)				
0-3 10/12 months	\$14.01	\$15.01	\$16.01	\$17.01
0-4 12 months	\$14.43	\$15.43	\$16.43	\$17.43
Year 2 (January 1, 2011 - December 31, 2011)				
0-3 10/12 months	\$14.01	\$15.01	\$16.01	\$17.01
0-4 12 months	\$14.43	\$15.43	\$16.43	\$17.43
Year 3 (January 1, 2012 - December 31, 2012)				

0-3 10/12 months	\$14.29	\$15.29	\$16.29	\$17.29
0-4 12 months	\$14.72	\$15.72	\$16.72	\$17.72
Year 4 (January 1, 2013 - December 31, 2013)				
0-3 10/12 months	\$14.58	\$15.58	\$16.58	\$17.58
0-4 12 months	\$15.01	\$16.01	\$17.01	\$18.01
Year 5 (January 1, 2014 - December 31, 2014)				
0-3 10/12 months	\$14.87	\$15.87	\$16.87	\$17.87
0-4 12 months	\$15.31	\$16.31	\$17.31	\$18.31

As of January 1, 2004, any member of the bargaining unit who has completed 15 or more years with the district will receive \$250 of longevity pay each year. This longevity payment will be made during the month of January.

3. Employees shall be paid biweekly on the regularly scheduled days as published by the Board.
4. An employee who is required to use his/her vehicle in the course of employment within the workday shall be compensated at the prevailing district rate per mile if approved by the immediate supervisor.
5. The district shall maintain an IRS Section 125 Plan and shall make available to members of the bargaining unit a Section 125 Flexible Spending Account program for medical and dependent care expenses. The open enrollment period for participation shall begin October 15 each year and end November 30 each year. The employee will determine their amount of contribution during the enrollment period and will not be allowed to change the amount or drop out of the plan during the year unless he/she experiences a verifiable change in family status. The medical maximum shall be \$3,000.00 annually; the dependent care maximum shall be the maximum permitted by IRS regulation. At no time will the district provide any financial support for the cost of the Section 125 Plan administration. By law, the employee forfeits any unspent funds in the account at the end of the year.

ARTICLE XVI

TUITION REIMBURSEMENT LOAN PROGRAM

A tuition loan program is available for full-time employees taking courses at two-year or four-year degree granting universities, colleges, or vocational schools to improve professional competence. The courses taken must relate to the employee's job in the district or related to functions performed by at least forty-percent (40%) of the positions within the bargaining unit, with such determination being made by the Superintendent of Schools or his/her designee. Such determination shall be final and not subject to the grievance procedure. All course work needs to be preapproved. In order to receive reimbursement, a "B" or better needs to be earned and submitted to the Superintendent of Schools or his/her designee. Full-time employees will be allowed reimbursement for a maximum of six (6) credits per contract year at the Northampton Community College rate. Non-credit courses shall be reimbursed at not more than three

hundred dollars (\$300). For the purpose of non-credit courses, fifteen (15) hours of course work should be equivalent to one (1) credit. If the individual leaves the district within one year of completion of a course for which reimbursement was authorized, the employee owes the district 100% of the amount received. If an individual leaves after one year, but before two years, the individual owes the district 75% of the amount received. Each additional year of service reduces the amount by 25%.

ARTICLE XVII UNION RIGHTS AND RESPONSIBILITIES

The district recognizes the right of the Local Union to designate Union Steward. The authority of the Chief Steward and Assistant Steward(s) so designated by the Local Union shall be limited to the following duties and activities:

- a. The investigation, presentation and discussion of grievances with the appropriate district representative in accordance with the provisions of the collective bargaining agreement;
- b. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information relate to official business of the Union.
- c. Conveyance of information to the district or Union as necessary relating to official business of the district.

When requested by an employee or the district, the Chief Steward shall be present whenever the district meets with an employee to conduct investigatory interviews, which may result in discipline or discharge, or to discuss a grievance. If the Chief Steward is unavailable, an Assistant Steward shall be permitted to participate in such interview or meeting.

ARBITRATION AWARD ADMINISTRATION OF MEDICATION

1. If the district decides to eliminate the health assistant positions and directs the secretaries to dispense medications, the Teamsters Local Union #773, without prejudice, may move the grievance to arbitration.
2. In accordance with present practice, school secretaries are authorized by the administration to dispense medications or administer first aid in the absence of the school nurse/health assistant. School secretaries who administer medications will be indemnified from all harm in the event of any legal action that may arise as a result of any action taken as authorized by the district.
3. The district agrees to abide by any legal directives issued and mandated by the Federal and State Governments regarding the dispensing of medication.
4. In the event of an emergency situation that the secretary is unable to handle, it is important to dial the emergency number (i.e., pulmo-aide, epipens).
5. Whereby the Arbitrator is permitted to retain jurisdiction.

ATTEST:

BOARD OF SCHOOL DIRECTORS
BETHLEHEM AREA SCHOOL DISTRICT

President

ATTEST:

TEAMSTERS LOCAL UNION
NO. 773, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

Chief Steward

Business Agent

Assistant Steward

Assistant Steward

Assistant Steward

Assistant Steward

Negotiating Committee Member

Negotiating Committee Member

22. *Revisions to Board Policy Number 616 – Payment of Bills –Fifth Reading*

INFORMATION:

The first reading of Board Policy Number 616 – Payment of Bills took place at the October 26, 2009, Regular Board Meeting. The administration had concerns regarding deleting Item Number 1 of the attachment and brought it to the board's attention. The board reviewed these concerns at the November 16, 2009, Regular Board Meeting, and the January 19, 2010, Board Human Resources Committee Meeting. At the April 19, 2010, Board Human Resources Committee Meeting additional revisions were recommended by the board to be reviewed under "Unfinished Business" at the April 26, 2010, Regular Board Meeting. Attached is the revised Board Policy with the revisions in bold.

RECOMMENDATION:

That the Board of School Directors approves the attached revisions made to Board Policy Number 616 – Payment of Bills.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

SECTION: FINANCES

TITLE: PAYMENT OF BILLS

ADOPTED: November 15, 2004

REVISED:

BETHLEHEM AREA SCHOOL DISTRICT

First Reading, October 26, 2009
 Second Reading, November 16, 2009
 Third Reading, January 19, 2010
 Fourth Reading, April 12, 2010
 Fifth Reading, April 26, 2010

616. PAYMENT OF BILLS	
1. Purpose	It is the Board's intent to direct prompt payment of bills but at the same time to ensure that due care has been taken in the review of district bills.
2. Authority SC 439, 607, 1155 SC 427, 439	<p>Each bill or obligation of this district must be fully itemized, verified and approved by the Board before a check can be drawn for its payment, except that the Board Secretary is permitted to draw payment orders for:</p> <ol style="list-style-type: none"> 1. The prompt payment of items that will accrue to the district's financial advantage as verified through discounted payments, avoidance of penalties and/or compliance with government laws or regulations requiring payment by a specific date with prior notification to the board. 2. Progress payments to contractors specified in a contract approved by the Board. 3. Orders to cover approved payrolls and agency account deposits. 4. Utility bills in months the Board does not meet. 5. Orders for routine purchases of supplies during the course of school business.
3. Delegation of Responsibility	<p>It shall be the responsibility of the Assistant to the Superintendent for Finance and Administration or designee upon receipt of an invoice to verify that the purchase invoice is in order, goods were received in acceptable condition or services were satisfactorily rendered, funds are available to cover the payment, the Board had budgeted for the item, and invoice is for the amount contracted.</p> <p>Should the invoice vary from the acknowledged purchase order, the Assistant to the Superintendent for Finance and Administration or designee shall document on the invoice the reason for such variance.</p>
SC 607, 687 Pol. 612	Should funds not be available in the account to which a proposed purchase will be charged, the Assistant to the Superintendent for Finance and Administration or designee shall determine the overage and request the Board make a legal transfer to cover it.

616. PAYMENT OF BILLS - Pg. 2

	<p>All claims for payment shall be submitted to the Board and recorded in the minutes of the Board meeting.</p> <p>The list of bills shall include for each:</p> <ol style="list-style-type: none"> 1. Check number. 2. Check date. 3. To whom paid. 4. Amount of remittance. 5. Reason for remittance. 6. Account charged. <p>Prior to the Board's consideration of the bills for payment, each invoice shall be reviewed by the Assistant to the Superintendent for Finance and Administration.</p>
SC 439	<p>Upon approval of an order, the Treasurer shall prepare a check for payment and cancel the commitment placed against the appropriate account.</p> <p>All checks written on the computer are compiled into a check register. This check register must have the accompanying order signed by the Board President and attested to by the Board Secretary/Assistant to the Superintendent for Finance and Administration before checks can be released. This includes all regular prepaid, bond, cafeteria, and general checks. These check registers will appear in the monthly tabulation of bills and must be presented for Board approval. From this approval, the Board President and Board Secretary/Assistant to the Superintendent for Finance and Administration will then sign the order authorizing the issuance of checks.</p>
SC 427, 433, 439	<p>All checks approved by the Board shall be signed by the President, Board Secretary and Treasurer.</p>
SC 428	<p>The Vice-President may sign for the President.</p>
4. Guidelines 65 P.S. 302	<p>Signatures of the President, Vice-President, Treasurer and Board Secretary may be engraved on a signature plate or stamp.</p> <p>The mechanical signature will be placed in the safeguard of the Board Secretary the same as the school district seal and will be used only upon signing of the proper</p>

<p>72 P.S. 7204 (12)</p>	<p>order by the Board President.</p> <p>No check shall be made out to cash.</p> <p><u>Sales Tax</u></p> <p>The district is exempt from sales tax on the purchase of tangible, personal property or services that are sold or used by the district. The district shall control use of its sales tax exemption number issued by the Department of Revenue, in compliance with established regulations. The exemption number shall be used only when buying property or services for district use.</p> <p>The district shall obtain a sales tax license number for school organizations who purchase items to be resold.</p> <p>In order to monitor these activities, the Assistant to the Superintendent for Finance and Administration shall develop procedures to assure coordination and accumulation of information and proper reporting and remittance to the Department of Revenue.</p>
<p>School Code 427, 428, 433, 439, 607, 608, 610, 687, 1155</p>	
<p>65 P.S. 301 et seq</p>	
<p>72 P.S. 7204 (12)</p>	
<p>Board Policy 612</p>	

23. *Accept the 2008-2009 Local Audit Report*

INFORMATION:

The district has received the 2008-2009 Audit Report from our local auditors, Gorman & Associates, P.C., Northampton. The board received the Audit Report on April 14, 2010. The document shows management's response to all recommendations and findings related to the review of our financial data for the given year. This document was reviewed by Mr. William Gorman earlier in this meeting.

RECOMMENDATION:

That the Board of School Directors accepts the 2008-2009 Audit Report as prepared by local auditors, Gorman & Associates, P.C.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

24. *Appoint Open Records Officer*

INFORMATION

The new “Right-to-Know” or “Open Records” Law (Act 3 of 2008) which took effect on January 1, 2009, required school entities to make changes in existing policies and procedures for responding to requests for records defined as “public” which are subject to disclosure under the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq. Each public body shall appoint an Open Records Officer who shall serve until a successor is appointed. The Open Records Officer shall ensure compliance with the Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq., and shall consult with the Solicitor as necessary in doing so. The Open Records Officer shall receive all Right-to-Know Law requests submitted to the district, shall direct these requests to appropriate persons within the district, shall track the progress in responding to requests, and shall issue interim and final responses to requests.

RECOMMENDATION:

That the Board of School Directors appoints the Board Secretary or their designee to serve as the Open Records Officer for the Bethlehem Area School District effective immediately.

The administration’s recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

25. *Appointment of Conrad-Siegel Actuaries to Perform Actuarial Services Regarding GASB 45-Other Post-Employment Benefits*

INFORMATION:

In June 2004, the Governmental Accounting Standards Board issued GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. This statement establishes significant changes in the measurement, recognition, and display of other postemployment benefit expenses/expenditures and related assets, liabilities, and note disclosures. The Pennsylvania Trust, in March 2007, solicited proposals for these actuarial services and has contracted with *Conrad Siegel Actuaries* to perform the valuation.

The District utilized *Conrad Siegel* to perform this valuation in the summer of 2008. The statement requires that this valuation be updated every two years for financial reporting accuracy. The proposed update pricing will range from \$5,550 to \$8,050 based on the complexity of the plan designs that we have which will be determined by *Conrad Siegel* as they proceed with the analysis. The last analysis was considered complex and cost \$8,050. This expense is paid from the general fund.

RECOMMENDATION

That the Board of School Directors appoints *Conrad Siegel Actuaries* to Perform Actuarial Services required to comply with GASB 45-Other Postemployment Benefits valuation at a cost ranging from \$5,550 - \$8,050 with terms and pricing in accordance with the Pennsylvania Trust.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010**26. *Accept PlanCon Part K: Project Refinancing*****INFORMATION:**

The district has received approval from PDE on PlanCon Part K: Project Refinancing for the 2007 Series A Refunding Issue, which refunded the 1997 Series. This approval confirms our temporary reimbursement rate of 23.75 percent for the bond issue.

RECOMMENDATION:

That the Board of School District authorizes PlanCon Part K: Project Refinancing approval for the 2007 Series A Refunding Issue, which refunded the 1997 Series.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

27. *Approve Agreement with Provident Energy for Commodity Energy Purchasing*

INFORMATION

PPL's rate caps were eliminated beginning January 2010. With the volume of electricity consumed by the district, without any further action, this increase of approximately 37 percent will simply be borne by the taxpayers. Many Lehigh and Delaware Valley school districts did a cooperative bid for electricity generation suppliers with the assistance of Provident Energy Consulting and have selected Constellation New Energy for a savings of 12 percent to 15 percent. We have the opportunity to join this cooperative purchasing group to realize similar savings dependent upon our peak load usage. The administration is recommending that the board approve the client services agreement with Provident Energy Consulting to work with our supply data and secure the most advantageous generation supply pricing for the district. It is estimated that with our current usage, we reduce our current PPL charges by approximately \$376,000 - \$400,000 annually. Provident is currently analyzing our specific utilization to determine a more accurate savings estimate which will be shared upon receipt later this week.

RECOMMENDATION:

That the Board of School Directors approves the Client Services Agreement with Provident Energy Consulting, LLP, and authorizes the administration to sign and fully execute any related energy supply contracts.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.


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CLIENT SERVICES AGREEMENT

I. PURPOSE

The undersigned Client ("Client") is entering into this Client Services Agreement ("Agreement") with Provident Energy Consulting LLC ("PEC"). PEC works on the Client's behalf to identify and, subject to Client's authorization, to implement certain mutually agreed upon energy cost reduction strategies. PEC has been granted a license by the Pennsylvania Public Utilities Commission as a supplier of energy generation services. PEC has comprehensive knowledge of the utilities marketplace and is qualified to identify and implement opportunities to reduce Client's energy costs. PEC is not affiliated with any utility provider and, as such, is free to negotiate with providers in the Client's best interest. This Agreement does not authorize PEC to commit the Client to any contractual arrangement with any third party, without the Client's authorization.

A. The services offered by PEC through this Agreement include the following:

1. Energy Purchasing - Rendering consulting services in connection with analyzing the Client's energy needs, identifying and obtaining proposals from energy generation suppliers, evaluating proposals received, and assisting in negotiation of contracts with selected suppliers for electricity procurement.

Any and all Riders that are signed by Client and PEC are incorporated in this Agreement by reference.

- B. Client understands and acknowledges that PEC is not a generator, transmitter or distributor of energy, and that PEC assumes no responsibility under this Client Services Agreement or otherwise for the provision of energy or energy services or for the performance of the terms of any contract entered into between the Client and any generator, transmitter or distributor of energy.

II. OBLIGATIONS OF CLIENT

- A. Client will provide past energy utility invoices as may be requested by PEC, as well as any existing studies, proposals, plans, etc., relating to Client's energy consumption. Client will also provide its facility descriptions, operating information, credit information and such other such information as may be reasonably requested by PEC to perform services under this Agreement.
- B. Client will designate PEC to its current utility vendors as an authorized recipient of Client's current and historical utility cost and usage data.
- C. Client will refer any utility vendors/consultants who may solicit Client to PEC in its capacity as Client's exclusive consultant for such matters, except for Power Purchase Agreements (PPA's) for renewable energy sources (solar, wind, etc.) generated by on-site renewable systems.
- D. Client will not enter into any utility vendor agreements, except for Power Purchase Agreements (PPA's) for renewable energy sources (solar, wind, etc.) generated by on-site renewable systems, without prior consultation with PEC.
- E. Client will make available to PEC all statements and invoices received from all energy vendors that are necessary to the calculation of fees due to PEC under this Agreement.
- F. The fees to be paid to PEC will be determined in accordance with the specific Rider to this Agreement. PEC retains the right to revise its fees from time to time to reflect any Client requested scope revisions or cost of living adjustments subject to Client approval.

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III. TERMS AND CONDITIONS

The term of this Agreement shall commence on the date hereof and shall continue until the last day of the calendar year following the calendar year in which this Agreement is executed. This Agreement will automatically be extended for additional twelve (12) month periods, unless the Client gives written notice to PEC at least thirty (30) days prior to the effective date of the extension that the Client does not intend to extend the Agreement.

Either party may terminate PEC's services under this Agreement or any Riders hereto without cause upon thirty (30) days advance written notice. However, if Client terminates, it is agreed that PEC will continue to be entitled to receive and shall be paid its fees as herein provided, if Client is benefiting in terms of refunds, credits or savings from services rendered or substantially completed by PEC under this Agreement prior to the date of such termination.

IV. COMPLETE AGREEMENT

This signed Agreement and any mutually executed Riders incorporate all understandings and agreements between the parties with respect to the subject matter thereof. No verbal or other statements, inducements or representations have been made to or relied upon by Client. The terms and conditions in this Agreement and any mutually executed Riders shall not be altered except in writing signed by Client and an authorized officer of PEC.

In Witness Whereof, and intending to be legally bound thereby, the parties have caused this agreement to be signed on the date first above written.

Client: _____
 Address: _____

 Phone Number: _____
 Fax Number: _____
 Contact: _____
 Contact Title: _____
 Date of Agreement: _____

Client NameProvident Energy Consulting, LLC

By: _____

By: _____

Name: _____

Name: Joseph S. Solomon

Title: _____

Title: President

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CLIENT SERVICES AGREEMENT

RIDER SUBJECT: ENERGY PURCHASING

- I. PEC will assist the Client in procuring commodity energy for the purpose of achieving cost reductions through retail energy markets. PEC will identify lower cost energy generation vendors for the Client, using techniques that may include but not be limited to: gathering energy usage and account information, developing a Request For Proposal ("RFP") from multiple vendors, combining multiple accounts of the Client, as well as from multiple Clients, to achieve more favorable conditions, and recommending an energy generation supplier ("EGS") after negotiating pricing and terms. PEC will manage any resultant contracts between our Clients and the recommended EGS. This process will be repeated periodically to benefit from market changes and/or the addition of new Clients and Client facilities.
- II. PEC advantages its Clients by leveraging the combined buying power of its Clients accounts in negotiating reduced energy pricing. PEC will attempt to further advantage its Clients, as applicable, through formations of Client subgroups willing to represent their combined loads as a committed block of energy consumption to further increase their leveraged buying power. The undersigned hereby acknowledges PEC's authorization to serve as the administrator and representative of any such pooled accounts and all of its Client participants in negotiations with potential energy suppliers.
 - A. The Client authorizes PEC to identify and recommend a low-cost, reputable and capable EGS in accordance with the abiding rules and regulations of any governmental entity's retail energy purchasing program or other such opportunity for competitive energy procurement. It is understood that, although pooling accounts is an effective vehicle for collective negotiation, each Client will be offered a separate contract with a recommended energy provider, generally upon the terms negotiated for the applicable group of participating Clients. However, each contract may contain rates and terms that vary from member to member based upon each member's individual energy profile. The Client retains the right to sign or not to sign a contract for the purchase of **electricity** with a recommended energy provider. Therefore, the consulting fee explained below will apply only if the Client: 1) asks for PEC's assistance in securing supply for a given fuel type and 2) signs an agreement with the provider(s) recommended by PEC. After the Client has signed the **contract (agreement)**, PEC reserves the right to include the Client's individual energy profile in combination with others in order for PEC to enjoy any additional benefits from an EGS.
 - B. Each Client acknowledges that, if an organization or entity desires to sponsor ("Sponsor") a group purchasing program as a benefit for its members, such Sponsor is not a party to or obligated by any Agreement between PEC and the Client, and any such Sponsor shall have no liability or obligation to the Client with respect to the member accounts, the delivery of energy or energy services, or PEC's performance of any of its obligations under this Agreement.
 - C. If the Client enters into a contract with any energy supplier recommended by PEC, the Client agrees to pay PEC a consulting fee of one mil (\$.001) per kilowatt-hour (kWh) of electricity as a markup on the price per unit of energy billed to the Client by the energy supplier. The price and savings presented to the Client prior to contract signing with a recommended energy supplier will include all supplier costs presented to PEC under the terms of service desired by the Client as well as the PEC fees.

PROVIDENT

The Power of Ideas

CLIENT SERVICES AGREEMENT**RIDER SUBJECT: ENERGY PURCHASING**

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PROVIDENT

The Power of Ideas

- D. PEC has the option of billing the Client directly for such fees or arranging for the fees to be added to the invoices issued to the Client by the selected energy supplier for remittance to PEC. These fees will continue for the duration of any and all contracts that are entered into, extended or renewed from time to time between the Client and any energy supplier selected with the assistance of PEC (~~whether or not PEC is requested to negotiate the extension or renewal and whether or not this Agreement has been terminated by the Client~~); provided, however, that if this Agreement is terminated by the Client in accordance with the terms and conditions of this Agreement, the Client shall not be required to pay such fees after the later of (i) the last day of the calendar year following the calendar year in which this Agreement is executed and (ii) the last day of the calendar year of any extension of this Agreement in effect at the time of termination, and (iii) the end date of any supply agreement that PEC facilitated on behalf of the Client.

Client: _____
 Contact: _____
 Contact Title: _____
 Date of Agreement: _____ Date of Rider: _____

Client NameProvident Energy Consulting, LLC

By: _____

By: _____

Name: _____

Name: Joseph S. Solomon

Title: _____

Title: President

Bethlehem School District

2010 Rate Breakout and Savings Analysis (estimated)

	2009	2010				
	PPL Utilities	PPL Utilities w Default G&T Pricing	Increase over PPL 2009	Constellation NewEnergy	Increase over PPL 2009	Savings from PPL 2010
Annual Usage (kWh)	23,583,249	23,583,249		23,583,249		
<u>Average Rate</u>						
<u>Regulated Charges</u>						
Distribution + Competitive Transition Act 129 (est.)	\$0.02659	\$0.01618 \$0.00300		\$0.01618 \$0.00300		
Subtotal	\$0.02659	\$0.01918	(0.00741) -28%	\$0.01918	(\$0.00741) -28%	\$0.00000
<u>Unregulated Charges</u>						
Generation & Transmission Unbundled Fixed Energy	\$0.06848	\$0.10214	\$0.03366	\$0.06349 \$0.01700 \$0.00505		
Capacity & Transmission Obligation (Pass-through) Gross Receipts Tax	\$0.06848	\$0.10214	\$0.03366 49.2%	\$0.08554	\$0.01706 24.9%	\$0.01660 16.3%
Subtotal	\$0.09507	\$0.12132	\$0.02625 27.6%	\$0.10472	\$0.00965 10.1%	\$0.01660 13.7%
Total (annualized)	\$2,241,982	\$2,861,035	\$619,053	\$2,469,522	\$227,540	\$391,513

PROVIDENT ENERGY

Client List

The Power of Ideas

<u>School Districts</u>	<u>School Districts</u>	<u>School Districts</u>	<u>School Districts</u>
Abington	Lower Moreland	Pottstown	Williams Valley
Allentown Area	Mahanoy Area	Quakertown	Wissahickon
Bensalem Township	Marple Newtown	Radnor Township	<u>Other Education</u>
Blue Mountain	Methacton	Reading	Bucks County IU
Bristol Borough	Minersville Area	Ridley Township	Carbon-Lehigh IU
Bristol Township	Neshaminy	Rose Tree Media	Delaware County IU
Centennial	New Hope-Solebury	Salisbury Township	Montgomery County IU
Central Bucks	Norristown	Saucon Valley	Schuylkill County IU
Cheltenham	Northampton	Scranton	Bethlehem Area Tech
Chester Upland	North Penn	Shenandoah Valley	Bucks County Tech
Chichester	North Pocono	Souderton	Carbon Career Tech
Coatesville Area	North Schuylkill	Southeast Delco	Middle Bucks Tech
Colonial	Northern Lehigh	Southern Lehigh	Monroe Career Tech
Dunmore	Northwestern Lehigh	Springfield	North Montco Tech
Downingtown Area	Octorara Area	Springfield Township	Upper Bucks Tech
East Penn	Old Forge	Tamaqua Area	Wilkes-Barre Tech
Garnet Valley	Owen J. Roberts	Tredyffrin/Easttown	Montgomery County CC
Great Valley	Oxford Area	Tri-Valley	Delaware Valley College
Hatboro-Horsham	Palmerton Area	Upper Darby	<u>Other</u>
Haverford Township	Panther Valley	Upper Dublin	County of Delaware
Hazleton Area	Penn Delco	Upper Merion Area	City of Wilkes-Barre
Interboro	Pennsbury	Upper Moreland	Country Cupboard, Inc.
Jenkintown	Perkiomen Valley	Upper Perkiomen	Trion Industries
Jim Thorpe Area	Phoenixville Area	Wallingford/Swarthmore	Bloomsburg Health
Kennett Consolidated	Pleasant Valley	West Chester Area	Susquehanna Health
Lancaster	Pocono Mountain	Wilkes-Barre Area	
Lower Merion	Pottsgrove	William Penn	

28. *Approval of the Resolution to Amend the Resolution Adopted on March 16, 2009, Authorizing the Issuance of General Obligation Bonds, Series B of 2009 to Include the Acquisition of School Buses and Mold Remediation*

INFORMATION

As you may recall, at our March 15, 2010, Regular Board Meeting, Bond Counsel advised that the resolution authorizing the issuance of bonds series 2009 be amended to specifically allow the funds to be used for the purchase of school buses and mold remediation as those projects were not originally contemplated at the time of issuance, and it is now the board's desire to use those funds to pay for these other costs using available proceeds resulting from the Northeast Middle School Demolition project favorable bids.

RECOMMENDATION:

That the Board of School Directors approves the attached resolution to amend the resolution adopted on March 16, 2009, authorizing the issuance of General Obligation Bonds, Series B of 2009 to include the acquisition of school buses and mold remediation.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

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

RESOLUTION

**OF THE BOARD OF SCHOOL DIRECTORS OF
BETHLEHEM AREA SCHOOL DISTRICT AMENDING ITS
RESOLUTION ADOPTED ON MARCH 16, 2009,
PURSUANT TO SECTION 8103(c) OF THE
PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT
ACT, TO AMEND THE CAPITAL PROJECTS TO BE
UNDERTAKEN WITH THE PROCEEDS OF THIS SCHOOL
DISTRICT'S GENERAL OBLIGATION BONDS, SERIES B
OF 2009 TO INCLUDE THE ACQUISITION OF SCHOOL
BUSES AND MOLD REMEDIATION; AND AUTHORIZING
RELATED ACTIONS.**

WHEREAS, The Board of School Directors (the "Board") of this School District, by resolution adopted on March 16, 2009 (the "2009 Resolution"), authorized the issuance of general obligation bonds in the maximum aggregate principal amount of One Hundred Five Million Dollars (\$105,000,000); and

WHEREAS, The Department of Community and Economic Development (the "Department") of the Commonwealth approved the proceedings of this School District relating to such general obligation bonds as evidenced by Certificate of Approval No. GOB-17038, dated April 16, 2009; and

WHEREAS, This School District issued its General Obligation Bonds (Limited Tax Obligations), Series B of 2009, in the aggregate principal amount of \$11,100,000 (the "Series B Bonds") to undertake capital projects described in the 2009 Resolution; and

WHEREAS, The Board desires to further expand the capital projects to be financed by the Series B Bonds under the 2009 Resolution to include the acquisition of school buses and mold remediation; and

WHEREAS, Such amendment, in part, of the purpose of the 2009 Resolution is permitted under Section 8103(c) of the Pennsylvania Local Government Unit Debt Act (the "Debt Act").

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

1. The Board of this School District does hereby amend the caption of the 2009 Resolution to read in its entirety as follows:

"A RESOLUTION

INCURRING NONELECTORAL DEBT TO BE EVIDENCED BY GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF ONE HUNDRED FIVE MILLION DOLLARS (\$105,000,000), TO UNDERTAKE THE FOLLOWING: (1) CURRENTLY REFUND THE GENERAL OBLIGATION NOTE, SERIES OF 2003 OF THIS SCHOOL DISTRICT SECURING THE VARIABLE RATE REFUNDING BONDS, SERIES OF 2003 OF THE WEST CORNWALL TOWNSHIP MUNICIPAL AUTHORITY; (2) MAKE A TERMINATION PAYMENT REQUIRED UNDER THE QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT IDENTIFIED WITH THE 2003 NOTE, (3) CONSTRUCT ADDITIONS AND IMPROVEMENTS TO SCHOOL BUILDINGS AND FACILITIES; (4) ACQUIRE SCHOOL BUSES, (5) MOLD REMEDIATION, AND (6) 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 THIS 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."

2. The remainder of the 2009 Resolution is hereby amended accordingly, which shall be and remain in full force and effect.

3. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board shall file a certified copy of this Resolution and appropriate proofs of publication with the Department of the Commonwealth, and take any other action required by the Debt Act.

DULY ADOPTED, by the Board of School Directors of this School District in lawful session duly assembled, this day of , 2010.

BETHLEHEM AREA SCHOOL DISTRICT,
Northampton and Lehigh Counties, Pennsylvania

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

ATTEST:

Secretary of the Board of
School Directors

(SEAL)

29. *Change in Mileage Reimbursement*

INFORMATION:

The Bethlehem Area School District adjusts the mileage reimbursement rate in accordance with contractual provisions and board policy for employees who use their personal vehicles in the course of their employment. Currently, the school district reimburses \$.55 per mile, and the maximum rate for mileage reimbursement as per the Internal Revenue Service (IRS) has been reduced to \$.50 per mile.

The school district will adjust the mileage reimbursement September 1 to equal the IRS rate.

RECOMMENDATION:

That the per mile reimbursement rate be reduced to \$.50 as of September 1, 2010, for required employment travel by district employees using their personal vehicles.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010**30. *Election of Northampton Community College Board of Trustees*****INFORMATION:**

Attached is a copy of a memorandum and an official Election Ballot from Dr. Arthur L. Scott, President of Northampton Community College, recommending candidates for vacancies on the college's Board of Trustees.

The Board of School Directors shall cast their ballot and return it to the board secretary. The board secretary will include the results in the official minutes and communicate the outcome to Northampton Community College.

RECOMMENDATION:

Elect the following to fill the vacancies on the Northampton Community College Board of Trustees as nominated by their respective school districts, effective July 1, 2010, through June 30, 2016:

Mr. Thomas J. Doluisio, Bethlehem Area School District (Incumbent)
Dr. Pat Volcano, Jr., Easton Area School District (Incumbent)
Mr. Karl A. Stakhouse, Pen Argyl Area School District (Incumbent)
Mr. Robert R. Fehnel, Wilson Area School District (Incumbent)

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.



Northampton Community College

BOARD OF TRUSTEES - OFFICIAL ELECTION BALLOT July 1, 2010 – June 30, 2016

Bethlehem Area School District

Mr. Thomas J. Doluisio (Incumbent)

Yea_____ Nay_____ Absent_____

Easton Area School District

Dr. Pat Vulcano, Jr. (Incumbent)

Yea_____ Nay_____ Absent_____

Pen Argyl Area School District

Mr. Karl A. Stackhouse (Incumbent)

Yea_____ Nay_____ Absent_____

Wilson Area School District

Mr. Robert R. Fehnel (Incumbent)

Yea_____ Nay_____ Absent_____

Certification

This certifies that the School Board Directors of the **Bethlehem Area School District** cast their ballots for Trustees to serve on the Northampton Community College Board as indicated above, at a meeting held on the _____ day of _____, 2010.

Secretary

President

(SEAL)

RECOMMENDATIONS OF THE ADMINISTRATION – April 26, 2010**31. *Proposed General Operating Budget for the Bethlehem Area Vocational-Technical School for 2010-2011 School Year*****INFORMATION:**

The Bethlehem Area Vocational-Technical School (BAVTS)'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 \$10,784,387. A comparison with the current year is shown herein:

	<u>Expenditures</u>
Proposed General Operating Budget 2010-2011	\$10,784,387
General Operating Budget 2009-2010	10,313,405
Increase	\$ 470,982

The overall increase in the Bethlehem Area Vocational-Technical School Proposed General Operating Budget for the 2010-2011 school year is 4.56 percent. The total portion of that budget to be withheld from school districts is \$8,624,859 which is an increase of 2.64 percent. 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 the 2010-2011 school year will be the sum of \$5,564,364. This is an increase of \$174,016 or 3.23 percent.

The cost of the BAVTS operating budget is a cost borne by the General Fund Operating Budget.

RECOMMENDATION:

That the Board of School Directors approves the 2010-2011 General Operating Budget for the Bethlehem Area Vocational-Technical School as presented in the amount of \$10,784,387 with the district contribution of \$5,564,364.

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

32. *Sale of Property by Northampton County***INFORMATION:**

It has been recommended by Northampton County that a property in the district that has been held in the County repository be sold. This property had no tax value to the district while held by the County.

RECOMMENDATION:

Authorize Northampton County to sell the following parcels in Bethlehem Area School District as follows:

M7-SW-4-17-517	Ondine Street	\$ 151
Q7-6-6	Creek Road	1,500

The administration's recommendations 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, were considered together.

33. *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.

April, 2010

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

FROM ACCOUNT	DESCRIPTION	TO ACCOUNT	DESCRIPTION	AMOUNT	REASON
10-2820432-000-000-AE	Infor Svcs- Repairs Maint Equip	10-2820757-000-000-AE	Infor Svcs-Non Capital Equip	\$ 2,000.00	Purchase Digital Voice Recorders
10-1100610-244-000-44	Regular Instruction-Supplies	10-1100123-244-000-44	Regular Instruction-Teach Sal OT	\$ 4,230.00	6th Grade Charger Day/Orientation
10-2380760-116-000-16	Principal Office-Equip Replacement	10-2380610-116-000-16	Principal Office-Supplies	\$ 200.00	Purchase Entry Doorway Rug
10-2380761-116-000-16	Principal Office-Non Cap Equip Replace	10-2380610-116-000-16	Principal Office-Supplies	\$ 500.00	Purchase Entry Doorway Rug
10-2260616-100-000-DE	Multith-C&I Development -Ele	10-2271324-300-000-DE	Instr Staff Dev Svcs-Prof Ed Svcs	\$ 13,000.00	Teachers AP Course Expenses
10-2840618-000-000-TN	Adm Softw/Fees/Supply-Data Pro	10-2840438-069-000-TN	Repair/Maint IT Equip-Data Pro	\$ 1,160.00	Replace Unix Server & MKS Ren.
10-2840618-000-000-TN	Adm Softw/Fees/Supply-Data Pro	10-2840530-069-000-TN	Communications-Data Pro	\$ 511.00	Shipping Expenses
10-2840618-000-000-TN	Adm Softw/Fees/Supply-Data Pro	10-2840618-069-000-TN	Adm Softw/Fees/Supply-Data Pro	\$ 981.00	Add'l Symantec License
10-2840618-000-000-TN	Adm Softw/Fees/Supply-Data Pro	10-2840767-069-553-TN	Non-Cap Ed User Equip-Data Pro	\$ 824.00	Replace Console Switch
10-2840581-069-000-TN	Travel-Conference-Data Pro	10-2840810-000-000-TN	Dues & Fees-Data Pro	\$ 200.00	BSNUG Member Fees
10-2840442-089-000-TN	Rental Equip-Data Pro	10-2836324-069-000-TN	Ninstr/Ncert Staff Developmt	\$ 215.00	ACAPA Conf
10-2600422-000-000-NA	Electric Serv/Oper Maint	10-2836324-069-000-TN	Ninstr/Ncert Staff Developmt	\$ 4,000.00	Report writer training
10-2600422-000-000-NA	Electric Serv/Oper Maint	10-2600762-055-690-NA	Capital Equip Re//Opr Main	\$ 260,551.00	Vehicles
10-3210581-300-000-D1	Travel-ConferenceStudent Activities	10-2600761-055-000-NA	Non-Cap Equip Replacement	\$ 8,148.00	Cover Prior Expenses
		10-3210894-000-000-D1	Student Fee Instr Related Event	\$ 5,000.00	Transfer to Correct Object

34. *Treasurer's Report*

RECOMMENDATION:

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

REPORT OF THE TREASURER
March 1 through March 31, 2010

BEGINNING CASH AND INVESTMENT BALANCE

Wachovia Bank - Cash Management	27,382,185.61
Bank of America - General Account	1,998,226.11
Pennsylvania School District Liquid Asset Fund	6,052,526.66
Wachovia - Worker's Comp Trust Fund	638,311.50
Pennsylvania Local Government Investment Trust	77,981.34
Pennsylvania State Treasurer Invest Program	2,029,387.73
Bank of America Money Market	1,637.36
PSDLAF - Term Investments	11,000,000.00
PSDLAF - 2009B Bond Fund	8,351,797.01
Scholarship Fund	46,068.15
KNBT Bank - Scholarship Fund	116,801.99

TOTAL CASH AND INVESTMENT BALANCE

\$ 57,694,923.46

MONTHLY RECEIPTS

Local Sources	
State Sources	5,605,350.73
Federal Sources	2,812,931.21
Other Financing Sources	1,707,716.12
	0.00

\$ 10,125,998.06

MONTHLY DISBURSEMENTS

Monthly Bills Paid	9,997,370.08
Payroll	7,472,670.70
Debt Service	1,980,307.97

\$ 19,450,348.75

TOTAL FUNDS AVAILABLE

\$ 48,370,572.77

ENDING CASH AND INVESTMENT BALANCE

		Interest Rate
Wachovia Bank - Cash Management	23,593,320.84	0.400%
Bank of America - General Account	1,997,655.19	0.350%
Pennsylvania School District Liquid Asset Fund	500,634.75	varies .027 to .112%
Wachovia - Worker's Comp Trust Fund	638,316.41	0.010%
Pennsylvania Local Government Investment Trust	77,985.91	0.070%
Pennsylvania State Treasurer Invest Program	2,034,537.37	0.180%
Bank of America Money Market	1,637.48	0.090%
PSDLAF - Term Investments	11,000,000.00	see attachment
PSDLAF - 2009B Bond Fund	8,363,614.68	see attachment
Scholarship Fund	46,068.15	1.200%
KNBT Bank - Scholarship Fund	116,801.99	1.489%

TOTAL CASH AND INVESTMENT BALANCE

\$ 48,370,572.77

Interest Received for March; to be posted in April accounting period

\$ 35,281.01

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 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	\$ 2,163,614.68	0.11%	\$ 189.86	May 31, 2010	PSDMAX	2009B
July 30, 2009	\$ 1,000,000.00	1.37%	\$ 10,246.85	April 29, 2010	PSDLAF CD	PSDMAX
January 29, 2010	\$ 10,000,000.00	0.44%	\$ 16,394.52	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 March 1, 2010 thru March 31, 2010**

Fund Balance at February 28, 2010	\$ 381,047.65
2008-2009 Audit Adjustments	\$ 122,663.88
Expenditures	
Financial Management System	
(software, hardware, support services)	
Roof Repairs-Farmersville	
Roof Repairs-Freemansburg	
Roof Repairs-Asa Packer	
Asa Packer Fire Alarm System	
Freedom Railing Advertsing	
	\$ -
Fund Balance at Mar 31, 2010	\$ 503,711.53

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

Financial Management System	\$ 56,486.51
Pro. Svs. Roof Repairs	
Pro. Svs. Alarm System	\$ 2,379.97
Pro. Svs. Railing Repair	
Freedom Railing Repairs	\$ 43,194.00
	\$ 102,060.48
Estimated Unencumbered Fund Balance	\$ 401,651.05

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

Beginning Fund Balance-July 1, 2009	\$ 12,517,942.00
Year to Date Revenues	\$ 102,111.00
Year to Date Expenses	\$ 6,019,063.88
Ending Balance-March 31, 2010	<u>\$ 6,600,989.12</u>

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

NEMS Project	2,517,007.00	
BMS Project	2,530,020.40	
LHS Project	70,000.00	
Mold Remediation-Freemansburg	20,000.00	
Buses	756,857.00	
Prof. Svs NEMS	94,791.15	
Prof. Svs BMS	43,555.46	
Prof. Svs LHS		
Prof Svs Freemansburg	23,500.00	
		6,055,731.01
Estimated Unencumbered Fund Balance		545,258.11

35. *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.

36. *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		Prior Year Actual June 30, 2009
	Budget	YTD Actual March 31, 2010	Status of Budget	Actual Comparison Same Period March, 2009	
CURRENT REAL ESTATE	105,712,300	105,378,191	(334,109)	6,178,172	99,618,083
INTERIM REAL ESTATE	1,000,000	594,605	(405,395)	(349,852)	1,283,876
PUBLIC UTILITY REALTY	153,000	166,715	13,715	13,860	153,055
PAYMENTS IN LIEU OF TAX	121,000	130,379	9,379	(14,987)	145,266
UNDISTRIBUTED TAXES	0	3,018,277	3,018,277	3,050,753	0
PER CAPITA TAX SECT 679	240,000	232,228	(7,772)	(637)	241,671
PER CAPITA TAX ACT 511	240,000	232,228	(7,772)	(637)	241,671
LOCAL SERVICES TAX	300,000	210,738	(89,262)	(7,835)	333,177
EARNED INCOME TAX	11,000,000	7,924,959	(3,075,041)	338,179	11,158,288
REAL ESTATE TRANSFER TAX	1,800,000	1,146,303	(653,697)	(447,286)	1,991,532
MERCANTILE TAX	2,100,000	265,822	(1,834,178)	(877,652)	3,495,608
DEL REAL ESTATE	2,900,000	3,235,420	335,420	173,914	6,309,171
DEL PER CAPITA SECT 679	60,000	77,845	17,845	44,145	74,444
DEL MERCANTILE TAX	350,000	323,758	(26,242)	(259,163)	665,818
TOTAL LOCAL TAX SOURCES	\$ 125,975,300	\$ 122,955,468	\$ (3,019,832)	\$ 7,801,873	\$ 124,712,660
INTEREST ON INVESTMENTS	850,000	180,873	(669,127)	(400,191)	852,050
DRIVER ED LAB FEES	-	50	50	(12,300)	16,850
OTHER DISTRICT ACTIVITY INCOME	-	-	-	-	8,906
RENTALS	10,000	46,963	36,963	25,512	38,432
CONTRIBUTIONS	92,000	2,376	(89,624)	222	9,337
TUITION FROM PATRONS	375,000	419,483	44,483	131,242	596,200
SRVCS./OTH LOC GOV UNITS	22,000	0	(22,000)	(2,000)	21,317
MISCELLANEOUS REVENUE	150,000	25,052	(124,938)	(1,688)	53,328
REFUNDS FROM PRIOR YEAR EXP	-	23,712	-	19,756	27,798
TOTAL OTHER LOCAL SOURCES	\$ 1,499,000	\$ 688,519	\$ (824,183)	\$ (235,447)	\$ 1,632,219

2009-2010 REVENUES

Description	2009-2010		Status of Budget	2008-2009		Prior Year Actual June 30, 2009	
	Budget	YTD Actual March 31, 2010		Actual Comparison Same Period March, 2009	Prior Yr		
TOTAL LOCAL SOURCES	\$ 127,475,300	\$ 123,654,986	\$ (3,844,026) -3.02%	\$ 116,092,551	\$ 7,562,428	6.51%	\$ 126,344,879
BASIC INSTRUCTIONAL SUBSIDY	28,075,451	14,108,092	(13,966,359) -49.75%	13,853,468	255,624	1.85%	22,945,328
CHARTER SCHOOLS	1,378,200	1,081,600	(296,600) -21.52%	893,284	198,395	21.98%	1,463,457
TUITION - ORPHANS/CHILDREN	350,000		(350,000) -100.00%				420,565
HOMEBOUND INSTRUCTION							7,532
VOCATIONAL EDUCATION	185,000	52,173	(132,827) -71.80%	85,224	(33,051)	-38.78%	114,299
DRIVER EDUCATION	10,605		(10,605) -100.00%	9,765	(9,765)		9,765
MIGRATORY CHILDREN	3,520		(3,520) -100.00%				2,320
SPECIAL EDUCATION	6,536,961	4,903,634	(1,633,327) -24.99%	4,903,828	(194)	0.00%	6,559,042
TRANSPORTATION	2,268,600	1,629,247	(639,353) -28.18%	1,228,568	400,679	32.61%	2,341,710
RENTALS AND SINKING FUND	1,550,000		(1,550,000) -100.00%	179,546	(179,546)	-100.00%	287,679
HEALTH SERVICES	400,000		(400,000) -100.00%	372,677	(372,677)	-100.00%	372,677
PROPERTY TAX RED. ALLOCATION	4,733,333	4,733,333	(9) 0.00%	4,720,061	13,272	0.28%	4,720,061
SOCIAL SECURITY	3,249,078	1,993,742	(1,255,336) -38.64%	2,535,267	(541,526)	-21.35%	3,255,135
PSERS - PENSION CONTRIBUTION	2,030,142	2,364,213	334,071 16.45%	1,981,707	382,506	19.30%	2,246,126
IMPACT AID	50,000	38,713	(11,287) -22.57%	17,372	21,341	122.85%	87,131
TOTAL STATE & FEDERAL SOURCES	\$ 50,820,890	\$ 30,905,746	\$ (19,915,144) -39.19%	\$ 30,780,746	\$ 125,000	0.41%	\$ 44,832,826
PROCEEDS EXT TERM FINANCING							1,794,115
INTERFUND TRANSFERS	275,000	107,097	(275,000) -100.00%	125,000	(125,000)	-100.00%	200,000
SALE OF FIXED ASSETS	92,000	7,944	15,097 16.41%	10,470	96,627	922.91%	10,470
INSURANCE RECOVERY			7,944		7,944		
TOTAL OTHER SOURCES	\$ 367,000	\$ 115,041	\$ (251,959) -68.65%	\$ 135,470	\$ (20,428)	-15.08%	\$ 2,004,585
TOTAL REVENUE	\$ 178,663,190	\$ 154,675,774	\$ (24,011,128) -13.44%	\$ 147,008,777	\$ 7,666,997	5.22%	\$ 173,182,290
UNRESERVED FUND BALANCE							
TOTAL FUND APPROPRIATED BALANCE	\$	\$	\$	\$	\$		\$
TOTAL DISTRICT REVENUE	\$ 178,663,190	\$ 154,675,774	\$ (24,011,128) -13.44%	\$ 147,008,777	\$ 7,666,997	5.22%	\$ 173,182,290

2009-2010 EXPENDITURES BY PROGRAM

Includes Year-To-Date March 2010 Information

PROGRAM	PROGRAM CODE	Responsible Office	2009-2010		2009-2010		Status of Budget	2009-2010		2008-2009	
			APPROVED BUDGET	AMENDED BUDGET	EXPENDED BUDGET	INCLUDING ENCUMBRANCES as of March, 2010		EXPENDED BUDGET	INCLUDING ENCUMBRANCES as of March, 2009	Prior Year Actual Comparison Same Period as of March, 2009	Prior Year ACTUAL EXPENDITURES as of June 30, 2009
BUILDING ALLOCATION	100	PRIN	1,375,330	1,410,330	1,093,976	\$316,354 23.42%		1,090,957.78	\$ 3,122.13	0.29%	1,212,777.88
BOARD	AA	SUPT	399,050	399,050	255,985	\$133,085 33.35%		388,474.51	\$ (122,508.70)	-31.54%	583,593.50
CABINET	AB	SUPT	1,027,005	1,027,005	776,672	\$250,333 24.38%		802,966.37	\$ (26,294.13)	-3.27%	1,070,151.37
BUDGETARY RESERVE	AC	SUPT	2,075,377	2,065,377	-	\$2,055,377 100.00%		-	-		-
SUPT OFFICE-EQUIPMENT REPLACEMENT RESERVE	AD	SUPT	-	-	-	\$0		-	-		-
SUPERINTENDENT'S OFFICE	AE	SUPT	149,500	149,500	23,834	\$125,666 84.04%		38,116.21	\$ (14,251.80)	-37.39%	77,504.51
BUILDING STAFF	AF	SUPT	6,437,036	6,437,036	4,546,458	\$1,890,578 29.37%		4,565,001.16	\$ (18,544.87)	-0.41%	6,224,885.58
PUBLIC RELATIONS	AN	SUPT	29,500	29,500	21,839	\$7,661 25.87%		21,832.76	\$ 408.16	1.90%	18,134.26
STAFFING-TEACHERS	CA	HR	58,279,215	58,279,215	33,933,463	\$24,345,762 41.77%		33,504,104.08	\$ 429,348.94	1.28%	57,952,697.66
CHILD ACCOUNTING DEPARTMENT	CD	HR	246,384	246,384	193,080	\$53,304 21.64%		160,132.75	\$ 32,927.44	20.58%	221,597.96
STAFFING-TEACHER ASSISTANTS	CE	HR	2,877,483	2,877,483	1,822,868	\$1,054,615 40.00%		1,774,182.19	\$ (151,324.78)	-8.53%	2,597,601.14
STAFFING-SUBSTITUTES	CG	HR	1,273,000	1,273,000	722,154	\$550,846 43.27%		850,368.68	\$ (128,214.63)	-15.06%	1,290,741.60
HUMAN RESOURCES DEPARTMENT	CK	HR	365,239	365,239	182,674	\$182,565 49.88%		268,220.13	\$ (83,545.78)	-31.38%	329,223.75
STUDENT ACTIVITIES	DI	C&I	127,198	147,198	35,131	\$112,067 76.13%		155,528.20	\$ (120,396.83)	-77.41%	282,522.83
CREDIT ACQUISITION PROGRAM	D2	C&I	52,500	52,500	24,858	\$27,642 52.85%		35,259.53	\$ (10,402.03)	-29.50%	57,215.72
CURRICULUM ENRICHMENT ACTIVITIES	D3	C&I	18,000	18,000	32,914	(\$14,914) -82.85%		51,364.50	\$ (18,450.71)	-36.92%	71,023.96
CAREER ACADEMY/ALTERNATIVE EDUCATION	D4	C&I	278,351	278,351	-	\$278,351 100.00%		421,725.02	\$ (421,725.02)	-100.00%	711,286.80
TESTING - K-12	D5	C&I	30,000	30,000	250	\$29,750 99.17%		-	\$ 250.00	#DIV/0!	-
ACADEMIC INTERVENTIONS	DA	C&I	100,000	100,000	1,631	\$98,369 98.37%		100,789.43	\$ (99,156.94)	-98.38%	101,933.86
MUSICAL INSTRUMENT REPAIR	DD	C&I	37,000	2,000	66	\$1,834 96.70%		26,675.68	\$ (26,609.68)	-99.75%	25,649.19
DEPARTMENT OF INSTRUCTION	DE	C&I	224,000	224,000	61,192	\$162,808 72.68%		125,128.83	\$ (63,936.96)	-51.10%	163,490.32
READING SUPPORT	DF	C&I	23,500	23,500	17,829	\$5,671 24.13%		8,817.49	\$ 9,011.52	102.20%	14,917.67
INSTRUCTIONAL MTL'S RESERVE	DG	C&I	500,000	500,000	355,740	\$144,260 28.65%		409,474.44	\$ (63,734.13)	-13.12%	450,914.83
EQUIPMENT REPAIR	DM	C&I	13,000	13,000	10,655	\$2,345 18.81%		12,513.85	\$ (1,868.62)	-14.85%	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	84,016	(\$59,016) -166.08%		58,604.22	\$ 7,411.38	13.09%	57,604.22
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	394,807	394,807	209,128	\$185,679 45.85%		306,427.86	\$ (97,300.21)	-31.75%	258,874.17
INTERSCHOLASTIC ATHLETICS	DU	C&I	1,410,529	1,410,529	-	\$1,410,529 100.00%		1,087,443.14	\$ (1,087,443.14)	-100.00%	1,371,582.76
INTRAMURALS	DV	C&I	18,477	18,477	12,739	\$5,738 31.08%		28,723.58	\$ (15,984.72)	-55.65%	46,543.53

2009-2010 EXPENDITURES BY PROGRAM

Includes Year-To-Date March 2010 Information

PROGRAM CODE	PROGRAM	Responsible Office	2009-2010		Status of Budget	2008-2009		Prior Year ACTUAL EXPENDITURES as of June 30, 2009
			2009-2010 APPROVED BUDGET	2009-2010 AMENDED BUDGET		2009-2010 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of March, 2010	Prior Year Actual Comparison Same Period INCLUDING ENCUMBRANCES as of March, 2009	
E4	ATTENDANCE SERVICES	STD SVCS	71,191	71,191		50,859	59,252.00 \$	80,832.50
EB	MINORITY AFFAIRS/GOV. PROGRAMS/GRANTS	STD SVCS	29,799	29,799		18,256	18,289.87 \$	26,771.35
EC	SPARK - EARLY CHILDHOOD/SUMMER	STD SVCS				22,157	\$11,343	623,485.50
EF	SCHOOL RESOURCE OFFICERS	STD SVCS				238,453	398,247.50 \$	218,624.41
EG	HOMEBOUND INSTRUCT/REGULAR ED.	STD SVCS	282,000	282,000		98,782	218,624.41 \$	165,337.37
EH	HEALTH SERVICES - MEDICAL	STD SVCS	155,000	155,000		9,531	98,190.30 \$	42,185.19
EJ	HEALTH SERVICES - DENTAL	STD SVCS	51,480	51,480		2,335	25,288.47 \$	10,031.86
EK	STUDENT SERVICES	STD SVCS	10,364	10,364		130,167	1,847.86 \$	158,503.44
EL	GUIDANCE (SUMMER)	STD SVCS	180,631	180,631		31,981	36,171.52 \$	38,701.82
EY	ENGLISH ACQUISITION	STD SVCS	35,000	35,000		140,893	33,228.97 \$	241,190.08
GA	BUSINESS DEPT-ACCOUNTS PAYABLE	F&A	236,439	236,439		569,258	188,004.02 \$	982,789.69
GB	BUSINESS DEPT-ACCOUNTS RECEIVABLE	F&A	939,073	939,073		671,087	778,256.51 \$	1,227,783.43
GC	DEBT SERVICE	F&A	1,003,887	1,003,887		13,009,251	465,332.59 \$	21,058,074.08
GD	EMPLOYEE BENEFITS	F&A	22,791,340	22,791,340		7,255,781	18,750,007.30 \$	28,122,914.09
GE	INSURANCE	F&A	30,646,020	30,646,020		564,161	19,156,354.72 \$	465,023.93
GF	INTERSYSTEM PAYMENTS	F&A	583,500	583,500		15,851,074	468,727.00 \$	20,485,809.12
GP	PHOTOCOPIERS	F&A	22,712,285	22,712,285		565,953	16,991,203.15 \$	572,814.74
LF	SPECIAL EDUCATION	SPEC ED	445,512	445,512		394,418	440,193.83 \$	623,435.09
LG	HOMEBOUND INSTRUCTION / SPECIAL ED.	SPEC ED	30,000	30,000		19,357	466,017.48 \$	49,609.55
NA	MAINTENANCE / CUSTODIAL DEPARTMENT	B&G	10,901,889	10,901,889		6,897,702	27,968.51 \$	9,440,577.47
NE	MAINTENANCE DEPT - SUPPLIES	B&G	480,000	480,000		404,973	6,800,244.22 \$	479,389.69
NF	MAINTENANCE DEPT - CONTRACTED SERVICES	B&G	1,023,118	1,023,118		769,563	377,074.77 \$	804,614.45
NT	TRANSPORTATION DEPARTMENT	B&G	4,730,282	4,730,282		2,513,440	774,065.76 \$	4,442,658.45
TK	TECHNICAL SERVICES	TECH	674,585	674,585		762,100	3,225,786.70 \$	948,090.55
TL	INFO & COMMUNICATIONS/TECHNOLOGY DEPT.	TECH	1,438,858	1,438,858		1,298,587	778,477.17 \$	3,733,481.08
TN	DATA PROCESSING DEPARTMENT	TECH	883,510	883,510		613,940	1,726,893.90 \$	845,351.84
TOTALS			178,663,190	178,663,190		97,117,189.60	119,293,869.26 (\$22,176,680)	171,105,157.10

President Leeson called for a roll call vote on agenda item numbers 3, 15, 16, and 18. The question was called with roll call as follows: Yea, Directors Cann, Dexter, Faccinetto, Follweiler, McKeon (excepting 18), Ortiz, Amato, Burkhardt, Leeson.

ROLL CALL – ITEMS
3, 15, 16, and 18

All motions passed.

The administration's recommendations 3, 15, 16, and 18, were considered together.

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL – Director McKeon reported that there was a meeting the first Tuesday in April. There was a tremendous presentation by the Skills USA group who used a centralized theme of all the trades and opportunities that the school provides. It was designed like a bowling lane with various trades supporting it i.e. plumbing, carpentry, etc. Director McKeon was very impressed with the presentation.

COMMITTEE
REPORTS

DUAL ENROLLMENT – Director Cann reported that there was a meeting on April 7. The majority of first semester grades showed excellence and appropriate placement. Soon they will receive information regarding the second semester group.

IU – Director Dexter stated that she provided board members with a written report. There is a meeting scheduled for this week. There was discussion of an IU prom, there was a discussion of the crisis management team that the IU has for the utilization by any district that has need for crisis management in their district. There is no charge for this service. A May 6 dinner was discussed to honor National Merit Scholars and nominees for special awards in the district. The ongoing need for speech therapists was discussed.

RECREATION COMMITTEE – President Leeson reported that there are many cleanups going on in the community and a number of district students are participating.

NORTHAMPTON COMMUNITY COLLEGE – President Leeson reported that a meeting was held on April 1. There was a report given by VISTA. Students from NCC who participate in that program provided a report. There was an opportunity to tour the tribute garden.

Director Amato stated that it was interesting to see that the college was awarded over 5.5 million dollars in grants for the 2009-2010 fiscal year.

DIVERISTY COMMITTEE – Iris Cintrón reported that Dr. Persing gave an update on the superintendent search. Mr. Agretto provided a report to the committee. Dr. Donaher talked about the Southside Vision 2014. Michele Moser Deegan, the principal investigator of Latino children in the Lehigh Valley schools, provided a report. Mrs. Cintrón noted that the Minority Awards ceremony will be held on May 27. The Sphinx Orchestra group will come to Liberty High School on October 13 at no cost to the district. It is a musical group that will conduct a

workshop with the orchestra students and perform at Liberty through the courtesy of Kutztown University.

President Leeson called for any new or miscellaneous business.

NEW AND
MISCELLANEOUS
BUSINESS

Director Faccinetto publicly gave thanks to the secretarial union whose contract was voted on at the meeting. He stated that a lot of the hard work was done prior to him sitting in on the process. He stated that they were willing to work with the board and appreciate the sacrifices made on their part on behalf of the district.

FACCINETTO
COMMENT ON
SECRETARIAL
CONTRACT

President Leeson confirmed the board's thanks for their cooperation in these times.

1. Jim Laverty – 5015 Long Drive, Bethlehem
Representing Concerned Citizens of Bethlehem Area School District

COURTESY OF THE
FLOOR TO VISITORS

Mr. Laverty commented on the presentation made by his group at last month's meeting. The group's remarks were prefaced by taking the opportunity, in the budget process, to drive a better alignment of both the funding with school and student performance in the district related to the district, state and country. He also stated that other points made in the commentary asked the school board for their view on certain reforms at the state level that the group was suggesting. During the presentation a response was asked for prior to tonight's meeting. He stated that a letter was received from Dr. Persing on March 29, 2010, specifically referring to their questions around the budget. Dr. Persing stated that, after the budget was presented in public, and if the board permitted him, he would talk to them at length about the budget. He stated that this response clearly does not address what they asked for at last month's meeting.

Mr. Laverty asked the board how to effectively permit the board to respond. He asked the board's comments and advice on how a citizen can get a written response from the board regarding a direct request that they provide in writing; how can they get a written response from the board. He stated that the basic tendency of state and federal government is an expectation that elected officials would respond to direct inquiries from the citizenry. He stated that he does not feel that this is happening.

President Leeson stated that there are 9 people that speak through one voice with their votes. She stated that they can share with him what has, or has not, happened, but can not give him a collective thought. The board can ask the administration to give responses. She stated that what he is asking for is how they will conduct themselves in the future. She stated that they can not commit a future board and cannot project what will happen. An individual elected official can give you a point of view, but not a collective voice.

LEESON'S RESPONSE
TO LAVERTY
COMMENT

2. Larry Amy – 1503 Creek Road, Bethlehem
Managing principle of the Stonehouse Group – 301 Broadway

Mr. Amy stated that it is his hope that he can connect the dots. He believes there has been an administrative oversight in procedure by tonight's approval of items 4, the solar piece, and 27, the energy contract. He asked that this vote be reconsidered in light of the fact that there is an open RFP response for energy audit services district wide. Alternate one of the proposal solicit's bids for that service, number 27. The same RFP asks for advice on solar systems. He stated that it would seem that the administration and the board are out of sequence in terms of reviewing those bids.

President Leeson stated that the district is applying for a grant for the solar systems and the energy contract is for a consortium, the purchase of energy.

Mr. Amy stated that if the decisions have been made he would not have spent his time to write an RFP. He stated there is an "out of sync." He asked that a fair process be run and that the process that led to the RFP was a motion to do a performance energy audit without due process. As a citizen and business person within the city of Bethlehem he would ask for consideration in running a fair and open process.

3. Kim Scott Sine – 745 Hawthorne Road, Bethlehem

Mr. Sine stated that 10 years ago he looked for a home and felt Bethlehem would be better than Allentown in regard to school districts. Schools protect property values, increase safety and enhance the quality of life. He stated that after 10 years he needed to decide whether to keep his children in public school. One of his 4 children is now attending Connections Academy, a cyber school. He stated that she is getting a good education and would be the first to recommend Connections Academy to his friends if there are 30 children assigned to a kindergarten class. He stated that with the activities, programs and community atmosphere provided by the district, in harmony with a quality education, there is no comparison. He stated that his fear is that the district will be forced to stop activity busing, cut necessary administrators and kill needed programs and counselors. He stated if that would happen, the district would lose the competition. He stated that money spent on a quality education is a financial investment into the future of the community. He asked that they not lose their focus of their goal to provide a quality education for his children.

President Leeson stated that the board would be entering executive session where they will be discussing personnel issues.

LEESON
ANNOUNCEMENT OF
EXECUTIVE SESSION

President Leeson requested a motion for adjournment. Director Faccinnetto moved to adjourn the meeting, seconded by Director Burkhardt. The meeting was adjourned at 9:10 p.m.

ADJOURNMENT

Attest,

Stacy M. Gober
Board Secretary

/sms