

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

MISSION STATEMENT

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

A G E N D A
REGULAR MEETING – September 27, 2010

1. Roll Call
2. Pledge of Allegiance
3. Silent Meditation
4. Staff and Student Recognition
5. Courtesy of the Floor to Visitors (30 minutes allowed)
6. Reports of Student Representatives
7. Approval of Minutes
 - May 11, 2010 – Public Budget Hearing*
 - May 17, 2010 – Regular Board Meeting*
 - July 26, 2010 – Regular Board Meeting*
8. Approval of Committee Minutes
 - August 2, 2010 – Board Finance Committee Meeting*
 - August 2, 2010 – Board Facilities Committee Meeting*
 - August 9, 2010 – Board Curriculum Committee Meeting*
 - September 13, 2010 – Board Finance Committee Meeting*
 - September 13, 2010 – Board Facilities Committee Meeting*
 - September 20, 2010 – Board Human Resources Committee Meeting*
9. Financial Report/Payment of Bills
 - Treasurer's Report – Item 23 (Page 40)*
 - Monthly Bills – Item 24 (Page 41)*
 - Budget Information (Information Only) – Item 25 (Page 42)*
10. President's Communication/Special Meetings
11. Superintendent's Report/Federal Program Update
12. Unfinished Business
 - Bethlehem Area Vocational-Technical School - Surplus Discussion*
 - Martin Tower TIF Process Discussion*
13. Recommendations of the Administration
14. Recommendation of the Board
15. Reports of Committees
16. New and Miscellaneous Business
17. Courtesy of the Floor to Visitors (30 minutes allowed)
18. Adjournment

MEMORANDUM

September 24, 2010

TO : BOARD OF SCHOOL DIRECTORS

FROM : STACY M. GOBER, BOARD SECRETARY

SUBJECT : REGULAR MONTHLY MEETING – SEPTEMBER 27, 2010

The Regular Meeting of the Board of School Directors of the Bethlehem Area School District for September will be held on *Monday, September 27, 2010, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, PA 18017*. The agenda is attached.

SMG:bac

Att.

pc: Dr. Roy

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1. *Approval of the Emergency Operations Plan*

INFORMATION:

In accordance with Board Policy Number 805, Emergency Preparedness, the emergency preparedness plans shall be reviewed at least annually and modified as necessary. The Pennsylvania Emergency Management Code also mandates that every school district, in cooperation with the local Emergency Management Agency, shall develop and implement emergency preparedness plans.

The Bethlehem Area School District's Emergency Operations Plan is to be adopted for emergencies and disasters occurring within the Bethlehem Area School District. The plan is designed to comply with all applicable federal and commonwealth of Pennsylvania laws and regulations and provides the policies and procedures to be followed in dealing with emergency conditions. The plan supersedes all previously developed emergency plans.

RECOMMENDATION:

That the Board of School Directors approves the Bethlehem Area School District's Emergency Operations Plan in compliance with the regulations set forth by the Pennsylvania Emergency Management Services Code.

2. *Transportation Schedule for the 2010–2011 School Year*

INFORMATION:

The student transportation schedule for the 2010–2011 school year has been completed. This schedule provides service to public and nonpublic students who are eligible for transportation.

RECOMMENDATION:

That the Board of School Directors approves the student transportation schedule for the 2010–2011 school year.

3. *Community Service Agencies*

INFORMATION:

A very important component of the Bethlehem Area School District's Community Service Program is the involvement of agencies and organizations to serve as hosts for students participating in the program. These organizations must not discriminate against any race, religion, or sex, and must provide assurances that the approved experience is free from religious doctrinal motivation. In addition, each agency must commit to provide our students with opportunities to benefit others.

As part of the Community Service Program, the Board of School Directors must approve each community service sponsor prior to students participating with the agency.

RECOMMENDATION:

That the attached community service sponsors be approved to participate in the Bethlehem Area School District's Community Service Program and be included in the Community Service Directory of Participating Organizations and Agencies.

Name of Agency/Organization: Holy Ghost Church

Address: 417 Carlton Avenue, Bethlehem, PA 18015

Phone number: 610-867-9382 ***Contact Person:*** Rev. Wayne E. Killian, Pastor
Ronald J. Koach, Jr., Assistant

Email address: holyghost4@verizon.net

Web Site address: holyghostbethlehem.parishesonline.com

Number of students requested: Varies ***Minimum age:*** 14

Description of service opportunities: Light maintenance, yard work, helping with parish fundraisers (dinners, Fall Fair, etc.)

Minimum Time of Service Per Shift or Session: Varies

Hours agency is open to community service students: Varies

Dress requirements: Casual

Supervision provided by: Rev. Wayne E. Killian, Pastor and Ronald J. Koach, Jr., Assistant

Training and/or orientation: As needed

Additional information or comments:

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

Name of Agency/Organization: Star Cross Youth Performing Arts, Inc.

Address: 587 E. Fairview Street, Bethlehem, PA 18018

Phone number: 610-419-6066 ***Contact Person:*** Roger A. Exposito

Email address: starcrossdirector@gmail.com

Web Site address: www.starcrossyouth.org

Number of students requested: 2 ***Minimum age:*** 14

Description of service opportunities: Outreach activities including marketing and research. Grant writing opportunities. Qualified students mentor younger students in dance, instruments, and marching.

Minimum Time of Service Per Shift or Session: 2 hours

Hours agency is open to community service students: 9-6 p.m., Monday to Friday.
Also, evenings 5-9 p.m. at rehearsals.

Dress requirements: Casual

Supervision provided by: Roger Exposito

Training and/or orientation: As needed

Additional information or comments:

*Through the BSA – Star Cross is a Venture Post (#3007). Every volunteer will be signed on as a member of Crew #3007 and the BSA insurance Plan provides the unit (and its members) with a one-million dollar liability policy.

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

Name of Agency/Organization: Trinity U.C.C. Food Pantry

Address: 81 E. North Street, Bethlehem, PA 18018

Phone number: 610-691-8200 ***Contact Person:*** Mr. Bart Bartholomew,
Rev. Maria E. Spada

Email address: trinityunitedchurch@rcn.com

Web Site address:

Number of students requested: Varies ***Minimum age:*** 14

Description of service opportunities: Stacking shelves, packing groceries for food pantry clients, meeting, greeting, and directing clients.

Minimum Time of Service Per Shift or Session: 2 hours

Hours agency is open to community service students: During the school year, one Wednesday per month from 5:00 p.m. to 7:00 p.m. During holidays and summer, Wednesdays from 11:00 a.m. to 1:00 p.m.

Dress requirements: Casual – shoes, shirt and jeans

Supervision provided by: Bart Bartholomew

Training and/or orientation: Yes

Additional information or comments:

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

4. *Student Discipline – #0958112 – Adjudication*

INFORMATION:

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

RECOMMENDATION:

That the Board of School Directors adopts the proposed adjudication relating to Student Number 0958112.

5. *Student Discipline – #1004872 – Petition*

INFORMATION:

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

RECOMMENDATION:

That the Board of School Directors adopts the petition relating to Student Number 1004872.

6. *Student Discipline – #0948177, #0948712, #0951282, #1000401, and #1006607 – 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 five students in violation of District Policy 233.

RECOMMENDATION:

That the Board of School of School Directors adopts the waivers relating to Student Numbers 0948177, 0948712, 0951282, 1000401, and 1006607.

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

That the following conferences for staff be approved:

October 4-7, 2010

DIBELS Next Mentoring Training

Harrisburg, Pennsylvania

\$870.53

Federal/PA Pact Grant

October 12-14, 2010

Introduction to Family Group Decision Making: Part 2

Philadelphia, Pennsylvania

589.55

State/Time Limited Grant

October 24-27, 2010

Keystone State Reading Association Conference 43rd Annual Conference

Hershey, Pennsylvania

2,477.42

Federal/Broughal School Improvement Grant

November 1-2, 2010

Annual Sungard Public Sector K-12 Education Client Conference

Hershey, Pennsylvania

2,130.00

General

8. *Field Trip Attendance***RECOMMENDATION:**

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

October 13-15, 2010
(58 East Hills Middle School Nature Quest Students)
(56 Nitschmann Middle School Sequoia Students)
Nature Quest's Hickory Run State Park Camping Trip
Whitehaven, Pennsylvania \$2,275.98
General

December 4-5, 2010
(25 Freedom High School Students)
Cheer Tech Spirit Nationals
Philadelphia, Pennsylvania 0.00
All expenses paid by the Booster Club and parents.

December 26-31, 2010
(12 Freedom High School Students)
Holiday Basketball Tournament
Orlando, Florida 0.00
All expenses paid by the FHS Basketball Booster Club.

February 4-6, 2011
(25 Freedom High School Students)
Spirit Unlimited – Battle at the Boardwalk Nationals
Atlantic City, New Jersey 0.00
All expenses paid by the Booster Club and parents.

April 1-4, 2011
(25 Freedom High School Students)
American Championships – American Superstarz Nationals
Myrtle Beach, South Carolina 0.00
All expenses paid by the Booster Club and parents.

9. *Resignations*

RECOMMENDATION:

Instructional

1. NAME: **Beleno, Carrie**
ASSIGNMENT: Asa Packer, Grade 3 Teacher
REASON: Personal
EFFECTIVE: On or before November 15, 2010
2. NAME: **Ellis, Stacy**
ASSIGNMENT: Liberty, (.6) Spanish Teacher
REASON: Personal
EFFECTIVE: On or before November 2, 2010
3. NAME: **Haddigan, Erin**
ASSIGNMENT: Liberty, Special Education, Life Skills Support Teacher
REASON: Personal
EFFECTIVE: On or before October 23, 2010
4. NAME: **Hoy, William**
ASSIGNMENT: Northeast, Mathematics Teacher
REASON: Personal
EFFECTIVE: September 16, 2010

Noninstructional

1. NAME: **Cope, Florinda**
ASSIGNMENT: Liberty, Cook
REASON: Retirement
EFFECTIVE: December 24, 2010
2. NAME: **Crespo, Arlene**
ASSIGNMENT: Child Care, Assistant Center Supervisor
REASON: Personal
EFFECTIVE: August 26, 2010
3. NAME: **DeJesus, Maria**
ASSIGNMENT: Liberty, General Kitchen Help
REASON: Personal
EFFECTIVE: August 27, 2010

9. *Resignations*

RECOMMENDATION:

Noninstructional (continued)

- | | | |
|----|-------------|---|
| 4. | NAME: | Fluck, Jo |
| | ASSIGNMENT: | Donegan, Teacher Assistant, General Duty Aide |
| | REASON: | Personal |
| | EFFECTIVE: | August 27, 2010 |
| 5. | NAME: | Young, Charlene |
| | ASSIGNMENT: | Liberty, General Kitchen Help |
| | REASON: | Personal |
| | EFFECTIVE: | September 3, 2010 |

Miscellaneous

- | | | |
|----|-------------|---|
| 1. | NAME: | Castro, Maribel |
| | ASSIGNMENT: | Bus Monitor |
| | REASON: | Personal |
| | EFFECTIVE: | September 4, 2010 |
| 2. | NAME: | Kutz, Gina |
| | ASSIGNMENT: | Broughal, Assistant Volleyball Coach |
| | REASON: | Personal |
| | EFFECTIVE: | August 31, 2010 |
| 3. | NAME: | Metz, Timothy |
| | ASSIGNMENT: | East Hills, Assistant Football Coach |
| | REASON: | Personal |
| | EFFECTIVE: | 2010-2011 school year |
| 4. | NAME: | Wertman, Courtney |
| | ASSIGNMENT: | Nitschmann, Head Girls Basketball Coach |
| | REASON: | Personal |
| | EFFECTIVE: | August 27, 2010 |

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

1. NAME: **Lausch, Jameson**
ADDRESS: Macungie
ASSIGNMENT: Farmersville, Grade 4 Teacher
REASON: Family Medical Leave of Absence, continuing
EFFECTIVE: Family Medical Leave of Absence begins
August 25, 2010, until the end of the day on
October 22, 2010
Childrearing Leave of Absence begins
October 25, 2010, until the end of the day on
November 24, 2010
2. NAME: **Shook Rachel**
ADDRESS: Bethlehem
ASSIGNMENT: Freemansburg, (.7) Mathematics Teacher
REASON: Family Medical Leave of Absence
EFFECTIVE: October 5, 2010, until the end of the day on
February 14, 2011
3. NAME: **Zelko-Mease, Kara**
ADDRESS: Bethlehem
ASSIGNMENT: Fountain Hill, Grade 2 Teacher
REASON: Family Medical Leave of Absence
EFFECTIVE: October 29, 2010, until the end of the day on
November 24, 2010

Noninstructional

1. NAME: **Amador, Lucy**
ADDRESS: Bethlehem
ASSIGNMENT: Broughal, General Kitchen Help
REASON: General Leave of Absence
EFFECTIVE: August 30, 2010, until the end of the day on
December 8, 2010

10. *Leaves of Absence*

RECOMMENDATION:

Noninstructional (continued)

2.	NAME:	Read, Helen
	ADDRESS:	Bethlehem
	ASSIGNMENT:	East Hills, General Kitchen Help
	REASON:	General Leave of Absence
	EFFECTIVE:	August 30, 2010, until the end of the 2010-2011 school year

11. *Nominations for Appointment*

RECOMMENDATION:

Administrative

1. NAME: **Silva, Jack, Ed.D.**
 ADDRESS: Bethlehem
 COLLEGE, DEGREE: Pennsylvania State University, B.S.
 Kutztown University, M.Ed.
 Lehigh University, Principal Certification
 Lehigh University, Superintendent's Letter of Eligibility
 Lehigh University, Ed.D.

 ASSIGNMENT: Assistant Superintendent for Education; Chief Academic
 Officer

 SALARY: \$135,000
 EFFECTIVE: On or about November 1, 2010

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

1. NAME: **Gough, Erik**
 ADDRESS: Hellertown
 COLLEGE, DEGREE: Millersville University, B.S.
 ASSIGNMENT: Northeast, Industrial Arts Teacher
 STATUS: Temporary Professional Employee
 SALARY: \$41,400 (Bachelor's, Step 1)
 EFFECTIVE: August 25, 2010

2. NAME: **Lawrence, Kelly**
 ADDRESS: Nazareth
 COLLEGE, DEGREE: Loyola University, B.A.
 Texas A & M University, Ed.D.
 ASSIGNMENT: District-wide, School Psychologist
 STATUS: Temporary Professional Employee
 SALARY: \$50,066 (Doctorate, Step 1)
 EFFECTIVE: August 25, 2010

3. NAME: **Rasich, Jaclyn**
 ADDRESS: Hellertown
 COLLEGE, DEGREE: Indiana University of Pennsylvania, B.S.
 ASSIGNMENT: Freedom, Family and Consumer Science Teacher
 STATUS: Temporary Professional Employee
 SALARY: \$41,400, prorated (Bachelor's, Step 1)
 EFFECTIVE: September 28, 2010

4. NAME: **Truby, John**
 ADDRESS: Bethlehem
 COLLEGE, DEGREE: Shippensburg University, B.S.
 ASSIGNMENT: Liberty, Social Studies Teacher
 EXPERIENCE: 2 years, Bethlehem
 STATUS: Temporary Professional Employee
 SALARY: \$42,013, prorated (Bachelor's, Step 3)
 EFFECTIVE: September 2, 2010

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

1. NAME: **Bilyk, Cindy**
ADDRESS: Bethlehem
ASSIGNMENT: Freedom, General Kitchen Help, 3 hours daily
SALARY: \$12.03 per hour
EFFECTIVE: September 28, 2010

2. NAME: **Ferry, Timothy**
ADDRESS: Bethlehem
ASSIGNMENT: Liberty, (.5)/Lincoln, (.5) Supplemental Custodian
SALARY: \$9.00 per hour
EFFECTIVE: September 28, 2010

3. NAME: **Hymans, Jerome**
ADDRESS: Bethlehem
ASSIGNMENT: Broughal, (.5)/SPARK, (.5) Supplemental Custodian
SALARY: \$9.00 per hour
EFFECTIVE: September 28, 2010

Miscellaneous

1. **Coaches**
Freedom High School
Football
Assistant Coach **Hudak, Kevin (.5)** New \$2,597.50
Assistant Coach **Legath, Eugene** New 5,195.00
Girls Soccer
Assistant Coach **Hynes, Erica** New 3,377.00
Swimming
Assistant Coach **Goldberg, Stefani (.5)** New 2,013.00
Assistant Coach **Osipower, Andrew (.5)** New 2,013.00
Wrestling
Head Coach **Hall, Brandon** New 6,394.00

Liberty High School
Girls Basketball
Head Coach **Yencho, Amy** New 6,394.00
Assistant Coach **McDonald, Sherri** Continuing 4,895.00
Assistant Coach **Mikulski, Kelly** Continuing 4,895.00

11. Nominations for Appointment**RECOMMENDATION:*****Miscellaneous (continued)***

1. Coaches (continued)			
<i>Liberty High School</i>			
Girls Basketball (continued)			
Assistant Coach	Yandrisevits, Jaclyn	New	\$4,156.00
Field Hockey			
Assistant Coach	Dillman, Melissa	New	3,377.00
<i>Broughal Middle School</i>			
Girls Volleyball			
Assistant Coach	Turanchik, Mary Ann	New	1,299.00
<i>Nitschmann Middle School</i>			
Football			
Assistant Coach	Wills, Thomas (.5)	New	1,039.00
2. Extracurricular Activity Advisors			
<i>Asa Packer Elementary School</i>			
APTV Club	Rodgers, Kyle (.5)		183.00
	Sydowski, Gale (.5)		183.00
Drama Club	Sydowski, Gale		366.00
Student Council	Lyons, Tammy		366.00
Yearbook	Lyons, Tammy (.5)		183.00
	Peters, Diane (.5)		183.00
<i>Calypso Elementary School</i>			
Garden Club	Christine, Martha		366.00
Safety Patrol	Shellaway, Mark		344.00
Student Council	Shaud, Carol		366.00
<i>Clearview Elementary School</i>			
Safety Patrol	Sosa, Lynn		366.00
Student Council	Dunne-Porter, Melissa		344.00
<i>Donegan Elementary School</i>			
Leadership Club	Kalamar, Pamela		366.00
<i>Farmersville Elementary School</i>			
Band	Morrow, Ryan		344.00
Chorus	Borst, Wendy		366.00
Community Service Club	Brad, Shanna		366.00
Student Council	Morgan, Megan		344.00

11. Nominations for Appointment**RECOMMENDATION:***Miscellaneous (continued)***2. Extracurricular Activity Advisors (continued)*****Fountain Hill Elementary School***

Cheerleading	Fenstermacher, Maria	\$ 366.00
Safety Patrol	Flad, Stephen	330.00
School Store	Fenstermacher, Maria (.5)	183.00
	Spirk, Nicole (.5)	183.00
Student Council	Fenstermacher, Maria (.5)	183.00
	Spirk, Nicole (.5)	183.00

Freemansburg Elementary School

Leadership Club	Korves, Anne	366.00
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Governor Wolf

Safety Patrol	Delluva, Michael	366.00
Student Council	Druckenmiller, Chad (.5)	183.00
	Meila, Jeffrey (.5)	183.00

Hanover Elementary School

Safety Patrol	Bethel, Earl	366.00
Student Council	Howe, Joan (.5)	183.00
	Sergent, Nishida (.5)	183.00
Yearbook	Bethel, Earl	366.00

James Buchanan Elementary School

Safety Patrol	Bellucci, Eric	366.00
Student Council	Bellucci, Eric (.5)	183.00
	Butt, Julie (.5)	183.00

Lincoln Elementary School

Chorus	Hazekamp, Sharlyn	366.00
Economics Club	Anderko, Reana	366.00
Safety Patrol	Anderson, Michele	344.00
Student Council	Anderko, Reana	366.00

Marvine Elementary School

Safety Patrol	Fletcher, Tracy	344.00
Student Council	McKinnon, Stephanie (.5)	183.00
	Sikler, Debbie (.5)	183.00

Miller Heights Elementary School

Husky Radio Announcement	Voth, Karen	366.00
Science Fair	Shimer, Melanie	366.00
Scribbler Club	Werkheiser, Laurie	330.00
Student Council	Gleghorn, Laurie	366.00

11. Nominations for Appointment**RECOMMENDATION:***Miscellaneous (continued)*

2. Extracurricular Activity Advisors (continued)			
<i>Spring Garden Elementary School</i>			
Safety Patrol	Danyi, Kelly	\$	366.00
Student Council	Brennan, Lauren		366.00
Yearbook	Cassidy, Jane (.5)		183.00
	McCann, Julie (.5)		183.00
<i>Thomas Jefferson Elementary School</i>			
Choral Club	Hummel, Kyle		330.00
<i>William Penn Elementary School</i>			
Newspaper	Frank, James E.		366.00
Safety Patrol	DeRaymond, Jonathan		366.00
School Store	Sevart, Beth		366.00
Student Council	Sevart, Beth		366.00
<i>Broughal Middle School</i>			
Band Director	Gross, Maryann		2,457.00
Drama Club	Trostle, Jodi		330.00
Majorettes	Mohap, Jacqueline		330.00
Math Counts	Baker, Linda		366.00
Stage Crew	Kelly, James		330.00
Treasurer	Check, Joann		1,613.00
Vocal Group	Sakelarides, Erin		330.00
<i>East Hills Middle School</i>			
Band Director	Terefenko, Christy		2,457.00
Drama Club	Klenk, Jennifer (.5)		165.00
	Terefenko, Christy (.5)		183.00
Majorettes	Dutt, Heather		366.00
Math Counts	Novatnak, Nadine		366.00
Newspaper	Augello, Stephanie		736.00
Stage Crew	Klenk, Jennifer		330.00
Treasurer	Stelmak, LeeAnn		1,613.00
Vocal Groups	Cunningham, Mark (.5)		183.00
	Dutt, Heather (.3)		122.00
	Klenk, Jennifer (.3)		110.00
	Quelet, Keith (.3)		122.00
	Volpato, Jennifer (.5)		183.00
Stage Crew	Klenk, Jennifer		330.00

11. Nominations for Appointment**RECOMMENDATION:***Miscellaneous (continued)***2. Extracurricular Activity Advisors (continued)***Nitschmann Middle School*

Band Director	Zettlemoyer, Daniel	\$2,457.00
Drama Club	Hriniak, Sara	366.00
Majorettes	Hriniak, Sara	366.00
Math Counts	Shay, Erin	330.00
Stage Crew	Litner, Ronald (.5)	183.00
	Mitchell, Renee (.5)	165.00
Treasurer	DeStasio, Jennifer	1,613.00
Vocal Groups	deVries, Linda	366.00
	Wascura, Robert	366.00

Northeast Middle School

Band Director	Rupnick, Brian	2,457.00
Chorus	Parker, Denise	366.00
Majorettes	Nguyen, Lisa	366.00
Northeast Singers	Parker, Denise	366.00
Stage Crew	Beck, David	366.00
Treasurer	Dodson, Ann	1,952.00

Freedom High School

Director of Extracurricular Activities	Safranek, William (.5)	692.50
	Stellato, Joseph (.5)	692.50
Treasurer	Madouse, Ronald	1,952.00
Freshman Class Advisors	Devine, Katie	510.00
	Stenson, Katrina	510.00
Sophomore Class Advisors	O'Connor, Amy	546.00
	Ott, Jaime	546.00
Junior Class Advisors	Knowles, Jessica	808.00
	Zehner, Amber	808.00
Senior Class Advisors	Chabot, Sandra	1,033.00
	Marmaros, Anna	1,033.00
Art Club	DiRenzo, Lori	366.00
Assistant Band Director	Lynn, Andrew	4,498.00
Audio Visual Club	Safranek, William	366.00
Band – Stage/Jazz	Lynn, Andrew	603.00
Band Director/Majorettes/Colour Guard	Moran, Michael	6,918.00
Bible Club	Dunstan, Michael	366.00

11. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

2. **Extracurricular Activity Advisors (continued)**

Freedom High School

Campus Club	Bloszinsky, Brad (.5)	\$ 183.00
	Jordan, Diane (.5)	183.00
Dance Team	Chilmonick, Jennifer	343.00
Debate Team	Moyer, Charles	343.00
Environmental Club	Baltz, Eric	366.00
Fall Play	Wescoe, Jennifer	1,778.00
Fashion 4 Scholars	Fonseca, Sally	366.00
Garden Club	Laughlin, Paula	366.00
Gay/Straight Alliance	Wimmer, Margaret	366.00
Hand Bell Choir	Hubbard, Michelle	366.00
Latino Leadership	Bryant, Julianne	366.00
Newspaper	Erdman, Karla	2,773.00
Pen and Ink Magazine	Kaczmarek, Kathryn	920.00
	Nagy, Gail	692.50
Photo Imaging Club	Rex, Kristen	330.00
Planetarium Club	Safranek, William	366.00
Republican Patriot Club	Tocci, Richard	366.00
SADD	Wescoe, Jennifer	366.00
Science Olympiad	Bothwell, Jamie	366.00
Ski Club	Jones, Christopher	366.00
Spring Music Instrumental	Moran, Michael	603.00
Spring Play	Wescoe, Jennifer	1,778.00
Student Council	Guerra, Nicolette (.5)	516.50
	Harakal, Charles (.5)	516.50
Technical Theatre Crew	Wescoe, Jennifer	1,033.00
Theatre Company	Wescoe, Jennifer	366.00
Yearbook	Dolak, Chad	2,993.00

Liberty High School

Director of Extracurricular Activities	Makary, Ross	1,385.00
Treasurer	Perkins, Cheryl	1,952.00
Freshman Class Advisors	Maiorello, Melissa	510.00
	Terry, Daniel	603.00
Sophomore Class Advisors	Fiske, Sarah	546.00
	Yeastadt, Nicole	546.00

11. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

2. **Extracurricular Activity Advisors (continued)**

Liberty High School

Junior Class Advisors	Cleffi, Michael	\$ 808.00
	Michael, Erin	808.00
Senior Class Advisors	Langemayer, Alicia	1,033.00
	Rohn, Virginia	1,033.00
Art Club	Lewis, Nancy	343.00
Assistant Band Director	Long, Kevin	4,498.00
Audio Visual Club	Cleffi, Michael	366.00
Band Director/Majorettes/ Colour Guard	Macgill, Gregory	6,918.00
BUSTED	Mairiello, Melissa	366.00
Chess Team	Ambrose, David	366.00
Choral Group	Justice, Gayle	603.00
DECA	Spang, Kristen	366.00
Fall Play	Achenzie, Jeffrey	1,778.00
FBLA	Bittner, Shaughn	366.00
French Club	McKernan, Cecile	357.00
German Club	Norwood, Samuel	366.00
Jigsaw Puzzle Club	Minarik, Linda	366.00
Junior NAACP	Whitaker, Wayne	343.00
Key Club	Reitz, Tara	357.00
Latino Leadership	Vazquez, Elizabeth	366.00
Mathematics Team	Hoffman, Mark	2,353.00
National Honor Society	Guarriello, Beth	366.00
PJAS	Leeson, Maureen	366.00
SADD	Prodes, Jane	366.00
Scholastic Scrimmage	Ambrose, David	2,353.00
Science Olympiad	Leeson, Maureen	366.00
Spanish Club	Freeh, Ann	366.00
Spring Play	Achenzie, Jeffrey	1,033.00
Stage Crew	Makary, Ross	1,033.00
Strategy Club	Ambrose, David	366.00
Student Government	Prodes, Jane	1,033.00
Video Production Club	Bittner, Shaughn	366.00
Weightlifting Club	Brown, David	330.00
Yearbook	Gilliard, Lisa	2,993.00
Young Writer	Chickey, Natalie	1,840.00

11. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

3. **High School Night School Program**

Facilitator

Hrycyszyn, Marlice

SALARY: \$3,500.00

Teachers

Cleffi, Michael

Dectis, Nicholas

Giannantonio, Amy

Marrero, Antonio

Martinez, Louis

SALARY: \$32.87 per hour

Michael, Erin

Moncman, Timothy

Muller, Michael

Reitz, Adam

Monitor

Snyder, Susan

SALARY: \$10.95 per hour

4. **Job Training/Work Experience**

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

5. **Lifeskills/Academic Maintenance Program (L/AMP)**

Supervisor

Snyder, Tracy

SALARY: \$32.87 per hour

Teachers

Fiske, Sara (substitute)

Gori, Michael

Hujsa, Bridget (.5)

Landis, Barbara (.5)

Majewski, Jennifer (substitute)

Ortiz, Natalie

SALARY: \$32.87 per hour

Pitsilos, Andrew

Pretopappa, Alesha (substitute)

Radler, Chad

Service, Dionne

Steager, Alesha (substitute)

Vazquez, Kristin

Monitors

Ford, Ronnell (substitute)

SALARY: \$9.82 per hour

Morgan, Pierre

SALARY: \$11.84 per hour

11. *Nominations for Appointment*

RECOMMENDATION:

Miscellaneous (continued)

6. **Permanent Day-to-Day Substitutes**

Donegan	Muth, Trisha
Fountain Hill	Sanchez, Jose
Marvine	Gabovitz, Noelle
Spring Garden	Fleckenstein, Dax
Broughal	Morgan, Glenn
	Stehly, Katie
East Hills	Huynh, Tra-My
	Litsch, Eric
Nitschmann	Doyne, Cynthia
	Graham, Scott
Northeast	Klose, Connie
	McCauley, Justin
Freedom High School	Lynn, Andrew (.5)
	Mahon, Sean
	Nelson, Caitlin (.5)
Liberty High School	Bakun, Rachel
	Bieber, Susan (first semester only)

SALARY: \$100.00 per day

EFFECTIVE: October 1, 2010 until the end of the day on May 31, 2011

7. **Saturday Detention Proctors**

Freedom High School

Iannello, Joseph	Nelson, Caitlin
Lynn, Karen	Schoeneberger, Troy
Madouse, Ronald	Stenson, Katrina
Maholick, Jennifer	Weber, Craig
Nagy, Gail	

Liberty High School

Cleffi, Michael	Marrero, Antonio
Dectis, Nicholas	Steele, Tracy
Giannantonio, Amy	Swift, Donna
Hrycyszyn, Marlice	Venanzi, Michael
Leeson, Maureen	

SALARY: \$32.87 per hour

11. *Nominations for Appointment***RECOMMENDATION:*****Miscellaneous (continued)***

8. **Summer Band – Middle Schools**
 Broughal Middle School (50 hours)
 East Hills Middle School (50 hours)
 Nitschmann Middle School (50 hours)
 Northeast Middle School (50 hours)
 SALARY: \$32.04 per hour
Gross, Maryann
Terefenko, Christy
Zettlemoyer, Daniel
Rupnik, Brian
9. **Support Teacher Induction Program**
- | <u>Inductee</u> | <u>School</u> | <u>Support Teacher</u> |
|----------------------------|----------------------|-------------------------------|
| Andreucci, Robert | Liberty | Schaffer, Theodore |
| Belfatti, Jennifer | District-wide | Musella, Amy |
| Clennon, Shelia | Northeast | Papagni, Catherine |
| DeBonis, Maria | Freedom | Stenson, Katrina |
| Doncsecz, Jennifer | Northeast | Ayre, Courtney |
| Flavelle, Julie | District-wide | Corpora, Kathleen |
| Gough, Erik | Northeast | Parker, Denise |
| Haubrich, Jillian | Farmersville | Fields, Amy (.5) |
| Laughman, Meghann | District-wide | Facchiano, Susan |
| Lawrence, Kelly | District-wide | Sharp-Ross, Mary |
| Lerch, Keegan | Donegan | Conrad, Susan |
| Nelson, Caitlin | Freedom | Baltz, Eric |
| Opfer-Grim, Kristen | Freedom | Hercik, Michael |
| Osipower, Andrew | Freedom | Jordan, Diane |
| Scheller, Joseph | Calypso/Marvine | DiCicco, Anthony |
| Shelly, Deanna | District-wide | Arbogast, Kathy |
| Valvik, Janet | Nitschmann | Martin, DeAnn |
- SUPPORT TEACHER STIPEND: \$620.00
10. **Transportation**
- | <i>Part-time Bus Drivers</i> | <i>Bus Monitor</i> |
|-------------------------------------|---------------------------|
| Harvey, Sharon | Morillo, Maritza |
| Mullins, Daniel | SALARY: \$11.00 per hour |
| Zrinski, Frank | |
| SALARY: \$16.18 per hour | |

11. Nominations for Appointment**RECOMMENDATION:*****Miscellaneous (continued)*****11. Webmasters*****Elementary Schools***

Asa Packer

Calypso

Clearview

Donegan

Farmersville

Fountain Hill

Freemansburg

Governor Wolf

Hanover

James Buchanan

Lincoln

Marvine

Miller Heights

SPARK

Spring Garden

Thomas Jefferson

William Penn

SALARY: \$620.00

Lyons, Tammy

DiCicco, Anthony

Sosa, Lynn

Tracy, Jamie

Braun, Regina

Braun, Thomas (.5)

Ginsberg, Jeremy (.5)

Henninger, Jennifer

Hawke, Elizabeth

Ronyack, Jane

Bellucci, Eric

Sylva, Diadra

Hoke, Judith

Sassaman, Melissa

Gilboy, Taryn

Cassidy, Jane

Grube, Kimberly

Beller, Rebecca

Middle Schools

Broughal

East Hills

Nitschmann

Northeast

Bothwell, Dawn (.5)

Gross, Maryann (.5)

Dutton, Tammy

Ellis, Lara

Beck, David

\$ 368.00

273.00

736.00

736.00

736.00

High Schools

Freedom

Liberty

Dolak, Chad

Gori, Michael

2,993.00

2,993.00

11. *Nominations for Appointment*

RECOMMENDATION:

Substitutes

Instructional

Artim, Lindsey
Boyer, Julie
Breidinger, Jenna
Britch, Valerie
Clymer, Jill
Colville, Krista
Conte, Diane
Dowd, Margaret
Dufour, Danielle
Erney, Nicole
Faunce, Amber-Lynn
Fowler, Jodi
Gerber, Jonathan
Hauck, Courtney
Hriniak, Brenda
Kornbluth, Barbara
Marks, Daniel
McCluskey, Leanna
Messina, Margaret
Milia, Julia
Miller, Kerri
Moser, Daniel
Murnin, Katherine
Muth, Trisha
Ricardo, Margarida
Schneck, Stacy
Schwartz, Nicole
Siebler, Ashley
Stella, Carol
Tully, Margaret
Vermillion, Heidi
Volkert, Jerick
Werkheiser, Kaitlyn
Wrobel, Anastasia
Zeky, William

Noninstructional

Brown, Elizabeth
Evans, Janelle
Gunns, Lydia
Horn, Diana
Kowalewski, Elizabeth
Peeke, Jacqueline
Pesavento, Eileen
Ruth-Freeman, Trina
Simpson, Alison
Talese, Philomena
Whitehead, Katelyn

12. *Reassignments*

RECOMMENDATION:

Instructional

1. NAME: **Troxell, Molly**
FROM: Art Teacher
Donegan, (.1)
Lincoln, (.7)
Miller Heights, (.1)
TO: Art Teacher
Donegan, (.2)
Lincoln, (.7)
Miller Heights, (.1)
SALARY: \$45,240, prorated (Bachelor's, Step 8)
REASON: Additional assignment
EFFECTIVE: September 13, 2010

Noninstructional

1. NAME: **Kolman, Lisa**
FROM: Freedom, General Kitchen Help, 3 hours daily
TO: Freedom, General Kitchen Help, 3.5 hours daily
SALARY: \$12.03 per hour
REASON: Successful Candidate
EFFECTIVE: September 28, 2010
2. NAME: **Strohl, Jerry**
FROM: Northeast, General Kitchen Help, 5 hours daily
TO: Northeast, General Kitchen Help, 6.5 hours daily
SALARY: \$12.71 per hour
REASON: Successful Candidate
EFFECTIVE: September 28, 2010
3. NAME: **Woelfel, Susan**
FROM: William Penn, General Kitchen Help, 3.25 hours daily, lunch
TO: Nitschmann, General Kitchen Help, 3.5 hours daily, lunch
Thomas Jefferson, General Kitchen Help, 1.5 hours daily, breakfast
SALARY: \$12.71 per hour
REASON: Successful Candidate
EFFECTIVE: September 28, 2010

13. *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: March 4, 2008

Strockyj, Sonia Collazo

Liberty, Guidance Counselor

EFFECTIVE: August 23, 2009

Poore, Donna

District-wide, Classrooms for the Future Coach

EFFECTIVE: January 22, 2010

DeStasio, Gregory

Freemansburg, Grade 4 Teacher

EFFECTIVE: August 23, 2010

Adams, Shayla

Broughal, Special Education Teacher

Bertagna, Jaime

Clearview, Grade 1 Teacher

Birster, Ann Marie

Asa Packer/Hanover, Guidance Counselor

Bloss, Jaime

Governor Wolf/William Penn, Art Teacher

Borger, Nora

Liberty, Social Studies Teacher

Bowman, Catherine

Northeast, Language Arts Teacher

Buck, Randy

Liberty, Guidance Counselor

Butt, Julie

James Buchanan, Grade 2 Teacher

Calario, Serena

Broughal, Computer Teacher

Cipriano-Ortiz, Clarabelle

Clearview, Kindergarten Teacher

Correia, Jennifer

Liberty, Special Education Teacher

Coxe, Jenna

Lincoln, Grade 2 Teacher

Crocus, Anne

Miller Heights, Grade 4 Teacher

Diaz, Susan

Donegan, Special Education Teacher

Erdman, Karla

Freedom, Language Arts Teacher

Flad, Stephen

Fountain Hill, Physical Education Teacher

Flanley, Catherine

Liberty, Biology Teacher

Fox, Teresa

Freedom, Family and Consumer Science Teacher

Gonzalez, Toshya

Freemansburg, Grade 1 Teacher

Haddigan, Erin

Liberty, Special Education Teacher

Hyland, Veronica

Calypso, Marvine, Librarian

Johnson, Brandie

SPARK, Prekindergarten Teacher

Johnson, David

Liberty, Health & PE Teacher

Kirias, Michelle

Broughal, Special Education Teacher

Klaric, Colleen

Clearview, Grade 2 Teacher

13. *Professional Employee Status for Teachers***RECOMMENDATION:**

EFFECTIVE: August 23, 2010 (continued)

Knepp, Shaunna	Liberty, Mathematics Teacher
Lesh, Mark	Miller Heights, Grade 3 Teacher
Lukasik, Michaela	East Hills, Special Education Teacher
Maderas, Laura	Northeast, Grade 6 Teacher
Maioriello, Melissa	Liberty, Science Teacher
Martin, Kristyn Steiner	SPARK, Preschool Teacher
McDermott, Rachel	Farmersville/Freemansburg, Reading Teacher
Millheim, Shelly	James Buchanan, Grade 5 Teacher
Myers, Cristy	Fountain Hill, Grade 4 Teacher
Nelson, Amanda	Fountain Hill, Grade 5 Teacher
Noller, Kerrin	District-wide, School Psychologist
Patti, Joshua	Liberty, Social Studies Teacher
Perea Cross, Carmen	Broughal, English as a Second Language Teacher
Pizzuto, Stefon	Asa Packer/Lincoln, Academic Integration Specialist
Poczak, Louis	Miller Heights, Grade 3 Teacher
Pretopapa, Alesha	Freedom, Special Education Teacher
Rex, Kristen	Freedom, Art Teacher
Roscher, Alexandra	Freedom, Mathematics Teacher
Roscher, Gerald	Freedom, Language Arts Teacher
Rowe, Rebecca	Fountain Hill, Grade 2 Teacher
Rusack, Lori	Lincoln, Kindergarten Teacher
Sakelarides, Erin	Broughal, Music Teacher
Salen, Michiyo	Northeast, Guidance Counselor
Santana, Carlos	Calypso, Grade 3 Teacher
Schwartz, Helen	Marvine/Hanover/Nonpublic School Nurse
Smith, Michelle	Freedom, Mathematics Teacher
Snell, Sarah	Broughal, Mathematics Teacher
Snyder, Krista	Liberty, Music Teacher
Stenson, Katrina	Freedom, Mathematics Teacher
Stocker, Megan	East Hills, Special Education Teacher
Stoudt, Myra	Hanover, Grade 3 Teacher
Tancin, Thomas	East Hills, Science Teacher
Terefenko, Christy	East Hills, Music Teacher
Vazquez, Kristin	Liberty, Guidance Counselor
Walters, Napthali	Governor Wolf, Kindergarten/Reading Teacher

13. *Professional Employee Status for Teachers*

RECOMMENDATION:

EFFECTIVE: August 23, 2010 (continued)

Watson, Tammy	Broughal, Special Education Teacher
Wentzel, Adrienne	Liberty, Mathematics Teacher
Zook, Janelle	Donegan/James Buchanan/Farmersville, Music Teacher

EFFECTIVE: September 18, 2010

Raynor, Tracy	Fountain Hill, English as a Second Language Teacher
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14. *Revisions to Board Policy Number 006 – Meetings – Second Reading*

INFORMATION:

Attached is the revised Board Policy Number 006 - Meetings with the revisions in bold and items deleted are struck through. The board reviewed these changes at the September 20, 2010, Board Human Resources Committee Meeting.

RECOMMENDATION:

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

BETHLEHEM AREA SCHOOL DISTRICT

1st Reading: September 20, 2010

2nd Reading: September 27, 2010

SECTION: LOCAL BOARD PROCEDURES

TITLE: MEETINGS

ADOPTED: November 15, 2004

REVISED: February 22, 2010

SC 407 65 Pa. C.S.A. Sec. 701 et seq	006. MEETINGS Section 1. <u>Parliamentary Authority</u> Cushing's Manual, Robert's Rules of Order or other approved manuals shall be the authority on all questions of parliamentary law not covered by the bylaws of the Board: a. The President may speak on all points of order in preference to other members of the Board and shall decide questions of order, subject to an appeal to the Board by any two (2) members. b. A motion must be seconded and, when required, repeated by the President or read aloud before it is debated; every motion must be reduced to writing if the President or any member of the Board shall so require. c. Any member who has made a motion shall have liberty to withdraw it with the consent of the seconder. d. The consideration of any question may be postponed to a fixed time or the question may be suppressed altogether by an indefinite postponement. e. A motion once voted down shall not be renewed at the same meeting without the consent of the number of members required for adoption. f. An amendment may be moved on any motion and shall be decided before the original motion; but not more than one (1) amendment to an amendment shall be entertained. g. If a motion under debate is composed of two (2) or more parts, which are so far independent of each other as to be susceptible of division into several questions, any two (2) members may have it divided and a vote taken on each part.
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SC 508	h. When any item for discussion is properly brought before the Board, consideration of the same shall not be interrupted except by motion for adjournment, for tabling, for the previous question, for postponement, for commitment or for amendment. i. A motion for adjournment shall always be in order and shall be decided without debate except that it cannot be entertained without unanimous consent when the Board is voting on another question. j. The question cannot be moved by less than a majority of the members present, and when thus called, all debates shall be precluded. The call for the previous questions shall not cut off any pending amendment, but the vote shall be taken without debate on the amendments in their order and finally on the question. k. A motion for postponement shall preclude commitment, and motion for commitment shall preclude amendment or decision on the original subject. l. A motion for reconsideration shall be entertained when made and seconded by members who were in the majority on the vote on the original question. m. If the previous question is decided in the negative, the effect shall be to arrest the discussion and produce indefinite postponement. n. No member shall be interrupted when speaking unless they are out of order, or for purposes of correcting mistakes and misrepresentations. o. No member in the course of debate shall be allowed to indulge in personal reflections. p. If any member acts in any respect in a disorderly manner, it shall be the privilege of any member and the duty of the President to call that member to order. q. If any member shall consider themselves aggrieved by a decision of the chair, it shall be their privilege to appeal to the Board and a vote on such appeal shall be taken without debate. r. When the taking of a vote has commenced, no further remarks or debates shall be permitted, unless some evident mistake has been made, in which case the mistake shall be rectified and the taking of the vote shall then be continued. A majority vote of those members present and voting shall prevail, except in those subjects enumerated in law requiring a majority of all members of the Board.
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	s. Any two (2) members may require the recording of the yeas and nays on any subject or question, irrespective of whether the subject matter under discussion be such as shall require the recording of the yeas and nays under the provisions of the School Code. t. The first person recognized by the President as desiring to speak shall have the right to the floor. u. To allow ample time for full consideration before Board meetings, any new proposals by Board members at meetings shall be laid on the table or deferred until the next regular or special meeting unless it is clearly shown that immediate action on the proposal is essential.
SC 422	Section 2. <u>Quorum</u> A quorum shall be five (5) Board members present at a meeting. No business shall be transacted at a meeting without a quorum, but the Board members present at such a meeting may adjourn to another time.
SC 405, 426, 427, 428	Section 3. <u>Presiding Officer</u> The President shall preside at all Board meetings. In the absence, disability or disqualification of the President, the Vice-President shall act instead. If neither person is present, a Board member shall be elected President pro tempore by a plurality of those present to preside at that meeting only. The act of any person so designated shall be legal and binding.
65 Pa. C.S.A. Sec. 703, 709	Section 4. <u>Notice</u> Notice of all open public Board meetings, including committee meetings and discussion sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and the posting of such notice at the administrative offices of the Board.
65 Pa. C.S.A. Sec. 703, 709	a. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the fiscal year at least three (3) days prior to the time of the first regular meeting.
65 Pa. C.S.A. Sec. 703, 709	b. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property.

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

65 Pa. C.S.A. Sec. 701 et seq SC 426	The agenda for the regular meeting is delivered by hand-delivered or electronically e-mailed to Board members, BEA officials (3), custodial/maintenance personnel (1), teacher aides (1), cafeteria personnel (1), and the press on the Friday preceding the Board meeting. ~~Copies are also distributed to key administrative personnel and to each elementary and secondary school faculty room prior to the meeting.~~ b. Order Of Business The order of business for regular meetings shall be as follows, unless altered by the President or a majority of those present and voting: - Roll Call - Pledge of Allegiance - Silent Meditation - Instructional Report or Student Recognition - Courtesy of Floor to Visitors - Reports of Student Representatives - Approval of Minutes - Approval of Committee Minutes - Financial Report/Payment of Bills - President's Communication/Special Meetings - Superintendent's Report/Federal Program Update - Unfinished Business - Recommendations of Administration - Reports of Committees - New and Miscellaneous Business - Courtesy of the Floor to Visitors Open Forum - Adjournment Regular meetings will contain a pre and post Courtesy of the Floor. The first Courtesy of the Floor will pertain to matters on the Regular Board Agenda. The second Courtesy of the Floor will deal with matters pertaining to school district business. Section 6. <u>Special Meetings</u> Special meetings shall be public and may be called for special or general purposes. The President may call a special meeting at any time. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the Board members.
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65 Pa. C.S.A. Sec. 701 et seq Pol. 903 SC 324	No business shall be transacted at any special meetings except that named in the call sent to the members for such special meetings; provided, that special meetings may be called for general purposes. All special meetings of the Board shall be at a place to be determined and advertized. The following shall be the order of business: - Roll Call - Pledge of Allegiance - Silent Meditation - Courtesy of Floor to Visitors - Approval of Minutes/Regular and Committee - President's Communication/Special Meetings - Superintendent's Report - Unfinished Business - Recommendations of Administration - New and Miscellaneous Business - Courtesy of the Floor to Visitors Open Forum - Adjournment Section 7. <u>Hearing Of The Public</u> A member of the public present at a Board meeting may address the Board in accordance with law and Board policy and procedures. Section 8. <u>Voting</u> All motions shall require for adoption a majority vote of those Board members present and voting, except as provided by statute or Board procedures. All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another Board member. a. The following actions require the unanimous consent of all the remaining members of the Board: 1. Appoint as attorney or solicitor for the Board a school director who has served for two (2) consecutive terms of four (4) years each after resigning office.
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	2. Appoint as Secretary to the Board of a district of the second class a school director who has resigned his/her office. b. The following actions require the recorded affirmative votes of two-thirds of the full number of Board members:
SC 609, 687	1. Transfer of budgeted funds.
SC 687	2. Transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another.
SC 634	3. Incur a temporary debt or borrow money upon such obligation.
SC 687	4. Incur a temporary debt to meet an emergency or catastrophe.
SC 324	5. Elect to a teaching position a person who has served as a Board member and who has resigned.
SC 707	6. Convey land or buildings to the municipality co-terminus with the school district.
SC 803	7. Adopt or change textbooks without the recommendation of the Superintendent.
SC 1129	8. Dismiss, after a hearing, a tenured professional employee.
SC 671	9. Fix the fiscal year to begin on the first day of January.
	c. The following actions require the recorded affirmative votes of a majority of the full number of Board members:
SC 508	1. Fixing the length of school term.
SC 508 Pol. 108	2. Adopting textbooks recommended by the Superintendent.
SC 508, 1071, 1076	3. Appointing the district Superintendent and Assistant Superintendent(s).
Pol. 508	4. Appointing teachers and principals.
SC 508 Pol. 604	5. Adopting the annual budget.

SC 508 Pol. 005, 606	6. Appointing tax collectors and other appointees.
SC 508 Pol. 605	7. Levying and assessing taxes.
SC 508	8. Purchasing, selling, or condemning land.
SC 508	9. Locating new buildings or changing the location of old ones.
SC 508 Pol. 107	10. Adopting planned instruction.
SC 508	11. Establishing additional schools or departments.
SC 508, 621	12. Designating depositories for school funds.
	13. Expending district funds.
SC 508 Pol. 610	14. Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to \$10,000 bid requirements).
SC 508	15. Fixing salaries or compensation of officers, teachers, or other appointees of the Board.
SC 224	16. Combining or reorganizing into a larger school district.
SC 508	17. Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.
SC 508, 514, 1080	18. Dismissing, after a hearing, a nontenured employee.
SC 212	19. Adopting a corporate seal for the district.
SC 702	20. Determining the location and amount of any real estate required by the school district for school purposes.
SC 708	21. Vacating and abandoning property to which the Board has title.

SC 1503	22. Determining the holidays, other than those provided by statute, to be observed by special exercises and those on which the schools shall be closed for the whole day.
Pol. 004	23. Removing a school director.
Pol. 004	24. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.
Pol. 005	25. Removing an officer of the Board.
Pol. 005	26. Removing an appointee of the Board.
Pol. 003	27. Adopting, amending or repealing Board policy or procedure.
	Section 9. <u>Minutes</u>
SC 518 65 Pa. C.S.A. Sec. 706	The Board shall cause to be made, and shall retain as a permanent record of the district, minutes of all open Board meetings and Board committee meetings. Said minutes shall be comprehensible and complete and shall show: a. The date, place, and time of the meeting. b. The names of Board members present. c. The presiding officer. d. The substance of all official actions. e. Actions taken.
65 Pa. C.S.A. Sec. 705	f. Recorded votes and a record by individual members of all roll call votes taken. g. The names of all citizens who appeared officially and the subject of their testimony.
SC 407	The Board Secretary shall provide each Board member with a copy of the minutes of the last meeting prior to the next regular meeting.
SC 433	The minutes of Board meetings shall be approved within two (2) months and signed by the Board Secretary.

SC 407 Pol. 800, 801	All Board meetings are tape-recorded and the tapes are kept for two (2) years. The tapes are transcribed by the Board Secretary and reduced to minute form. Twenty (20) copies of the minutes are run and are distributed to Board members, the solicitor, the Superintendent, and other key administrative personnel. A copy of the permanent Minute Book is kept on file in the Office of the Board Secretary.
65 Pa. C.S.A. Sec. 703, 709 Pol. 006	Section 10. <u>Adjournment</u> The Board may at any time recess or adjourn to an adjourned meeting at a specified date and place, upon the majority vote of those present. The adjourned meeting shall take up its business at the point in the agenda where the motion to adjourn was acted upon. Notice of the rescheduled meeting shall be given as provided in Board policy.
65 Pa. C.S.A. Sec. 707, 708	Section 11. <u>Executive Session</u> The Board may hold an executive session, which is not an open meeting, before, during, at the conclusion of an open meeting, or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the open meeting prior to or after the executive session. The Board may discuss the following matters in executive session: a. Employment issues. b. Labor relations. c. Purchase or lease of real estate. d. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation. e. Matters that must be conducted in private to protect a lawful privilege or confidentiality. Official actions based on discussions held in executive session shall be taken at a public meeting.
65 Pa. C.S.A. Sec. 701 et seq Pol. 006	Section 12. <u>Work Sessions</u> The Board may meet as a Committee of the Whole in an open meeting to vote on or to discuss issues. Public notice of such meetings shall be made.

	A meeting of the Committee of the Whole, not regularly scheduled, may be called at any time by the President; the President shall call such a meeting when requested to do so by Board members. Public notice of the meeting shall be made in accordance with Pol. 006, 4.b.
65 Pa. C.S.A. Sec. 703, 709	The Board Secretary shall provide notice of a meeting of the Committee of the Whole as per the notice provisions of Board procedures.
	Section 13. <u>Committee Meetings</u>
65 Pa. C.S.A. Sec. 703, 709 Pol. 006	a. Each committee will meet a minimum of one (1) evening a month to discuss specific issues and major initiatives in its respective area. The responsible cabinet member for each individual committee will serve as the district's liaison and will generate the agenda with dialogue with the Board chairperson prior to the meeting. The Board chairperson will facilitate the meeting.
	b. Committee meetings will contain a pre and post Courtesy of the Floor of ten (10) minutes each pertaining to agenda items and matters that may come before that committee.
65 Pa. C.S.A. Sec. 701 et seq	c. Minutes of each committee meeting will be prepared by the cabinet member working with the respective committee and distributed to the entire Board prior to the regular Board meeting. Board members who cannot attend the meeting can submit verbal or written questions to be answered and recorded on the committee minutes. A majority of the total membership of a committee shall constitute a quorum of two (2) out of four (4).
	d. The intent of these committee meetings is to fully discuss issues, formulate policy, and develop recommended proposals for action by the full Board. Committee meetings will be open to all Board members if they wish to participate in the discussions. Board members in attendance at committee meetings will, through consensus, place committee meeting agenda items on the regular Board meeting agenda.
	e. Unless held as an executive session, committee meetings shall be open to the public, other Board members, and the Superintendent. A majority of the committee or the chairperson may invite Board, employees, consultants, or other person who have special knowledge of the area under investigation.

References:

School Code – 24 P.S. Sec. 212, 224, 324, 405, 407, 408, 421, 422, 423, 426, 427, 428, 433, 508, 514, 518, 609, 621, 634, 665, 671, 687, 702, 707, 708, 803, 1071, 1075, 1076, 1077, 1080, 1111, 1129, 1503

Sunshine Act – 65 Pa. C.S.A. Sec. 701 et seq.

Board Policy – 003, 004, 005, 006, 107, 108, 604, 605, 606, 610, 612, 801, 903

15. *Approval for SPARK Staff to Provide Consultative Services to the Colonial Intermediate Unit 20*

INFORMATION:

Last year, our SPARK staff worked with Colonial Intermediate Unit 20 to provide consultation to an IU staff person related to strategies that promote partnerships that will benefit young children with special needs. ***They will pay BASD*** for all time participating in our program not to exceed \$25,000. It is recommended that this agreement be approved as revenue source, but moreover, a great educational opportunity not only for the IU staff, but also our SPARK personnel to grow from the mentoring process.

RECOMMENDATION:

That the Board of School Directors approves the Agreement with Colonial Intermediate Unit 20 for consultative services with the BASD SPARK program to promote partnerships that benefit young children with special needs for the 2010-2011 school year to be invoiced to Colonial Intermediate Unit 20 per day not to exceed \$25,000.

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899, and SPARK Program, Bethlehem Area School District, 3144 Linden Street, Bethlehem, PA 18020, (610) 868-8501.

An internal staff person will be provided by the SPARK Program. This person will work closely with IU staff and SPARK staff. Consultation and strategies will be discussed with the goal of promoting partnerships that will best benefit young children with Special Needs.

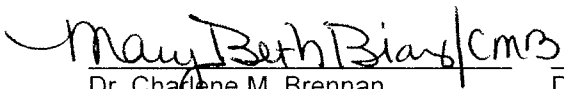
The rate for this service shall not exceed \$25,000.00. This contract will be in effect from July 1, 2010 through June 30, 2011.

Should circumstances occur beyond the control of the Intermediate Unit/Contractor, such as low enrollment, inclement weather, which prevents the service from taking place, the Intermediate Unit will not be obligated to pay the Contractor.

In order for payment to commence under the terms of this contract, you must adhere to the following procedures:

1. Sign the contract below and provide your identification number.
2. If the provider has one or more employees who may be performing some or all of the work under this contract, the provider **must provide a certification of Workers Compensation insurance as required under the Workers Compensation Act.**
3. Complete the attached IRS W-9 form in entirety.
4. Submit an invoice to the Intermediate Unit Business Office in accordance with the terms of the contract, **within 30-days of the expiration date of the contract**, (no withholding taxes are deducted, an IRS form 1099 will be issued at year-end).

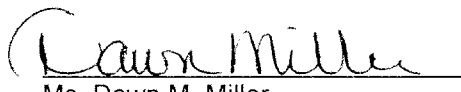
The signed contract and all attachments must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.

 8/18/10
Dr. Charlene M. Brennan
Executive Director

Date

SPARK Program,
Bethlehem Area School District

Date

 8/26/10
Ms. Dawn M. Miller
Secretary to the Board

Date

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

16. *Approval of Colonial Intermediate Unit 20 Educational Services Agreements*

INFORMATION:

The district currently has various educational contracts with Colonial Intermediate Unit 20 that provide services to Bethlehem Area School District students where it is more cost effective than for the district to provide the services directly for one or a few students. It is recommended that these agreements be approved as the most effective solution for these students' educational needs.

RECOMMENDATION:

That the Board of School Directors approves the following Agreements with Colonial Intermediate Unit 20 for Educational Services for the 2010-2011 school year as follows:

Alternative and Regular Education Transportation Services	Est. \$2.32 per mile for each student transported (will be reconciled to actual at EOY)
Autistic Support – One-on-One Associate Teacher	\$34,102
Due Process Hearing Staff Attendance	\$82/hr for 7.5 hrs not to exceed \$615
IEP Meeting Staff Attendance	Not to exceed \$849
Transportation to Western PA School for Deaf (Colonial Academy to Camp Hill, PA)	\$37,200 total vehicle cost to be shared on a per pupil allocation to each participating school district

COLONIAL INTERMEDIATE UNIT 20
ALTERNATIVE and REGULAR EDUCATION TRANSPORTATION CONTRACT
For School Year 2010-2011

This CONTRACT entered into this 25th day of August, 2010 by and between COLONIAL INTERMEDIATE UNIT 20 at 6 Danforth Drive, Easton, PA 18045, hereinafter referred to as CIU20.

AND

Bethlehem Area School District at 1516 Sycamore Street, Bethlehem, PA 18017-6099

CIU20 and Bethlehem Area School District agree to enter into a contract where CIU20 will provide and bill directly for Alternative and Regular Education transportation services for 2010-2011. Based on 2009-2010 aggregate miles the Intermediate Unit transported students and providing for our 2010-2011 budgetary increases and anticipated changes in number of students we will transport in 2010-2011, the cost for said service is projected to be \$2.32 per mile, for each student transported. This cost will increase or decrease depending on variations in number of students and miles transported from 2009-2010 and throughout 2010-2011. CIU20 will bill quarterly, (October 15, 2010, January 15, 2011, April 15, 2011 and July 15, 2011) based on our projected cost/mile and will then reconcile actual costs to you when the school year closes and after data and costs have been verified.

Please return signed agreement following appropriate administrative action to:

Mr. Jon Wallitsch
Assistant Director of Business Services
Colonial Intermediate Unit 20
6 Danforth Drive
Easton, PA 18045-7899
610-515-6422
jwallitsch@ciu20.org

Colonial Intermediate Unit 20

By: Mary Beth Brennan / cmob
Dr. Charlene M. Brennan

Title: Executive Director

Witness: Hans E. Baltzersen
Mr. Hans E. Baltzersen

Title: Director of Business Services

Date: August 25, 2010

Bethlehem Area School District

By: _____

Title: _____

Witness: _____

Title: _____

Date: _____

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Bethlehem Area School District, 1516 Sycamore Street, Bethlehem, PA 18017, (610) 861-0500. Bethlehem Area School District will utilize Colonial Intermediate Unit 20 to provide an associate teacher for direct, one-on-one services at the following location:

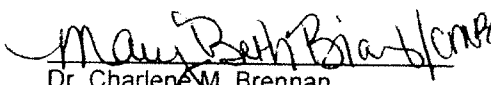
Freemansburg Elementary School – Autistic Support

The total cost for said services shall not exceed \$34,102.00. This contract becomes effective the first day of the 2010-2011 school year and terminates at the end of the 2010-2011 school year.

Bethlehem Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

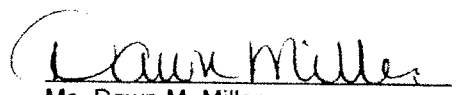
The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.


Dr. Charlene M. Brennan
Executive Director

8/13/10
Date

Bethlehem Area School District

Date


Ms. Dawn M. Miller
Secretary to the Board

8/26/10
Date

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

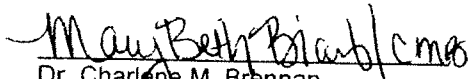
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Bethlehem Area School District, 1516 Sycamore Street, Bethlehem, PA 18017-6099, (610) 861-0500.

Colonial Intermediate Unit 20 will provide four staff members to attend an IEP meeting requested by the Bethlehem Area School District.

This contract shall not exceed \$849.00 and is in effect on August 4, 2010.

Bethlehem Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

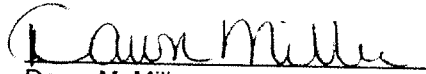
The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.


Dr. Charlene M. Brennan
Executive Director

Date

Bethlehem Area School District

Date


Dawn M. Miller
Secretary to the Board

Date

Federal ID Number

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COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

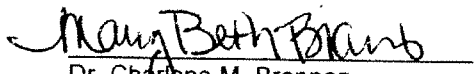
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Bethlehem Area School District, 1516 Sycamore Street, Bethlehem, PA 18017-6099, (610) 861-0500.

Colonial Intermediate Unit 20 will provide a staff member to participate in a Due Process Hearing requested by the Bethlehem Area School District.

The rate for this service is \$82.00 per hour, for 7.5 hours. This contract shall not exceed \$615.00 and is in effect on August 24, 2010.

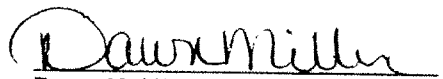
Bethlehem Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.


Dr. Charlene M. Brennan
Executive Director

8/18/10
Date

Bethlehem Area School District Date


Dawn M. Miller
Secretary to the Board

8/26/10
Date

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

APPENDIX TO CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Bethlehem Area School District, 1516 Sycamore Street, Bethlehem, PA 18017-6099, (610) 861-0500.

Colonial Intermediate Unit 20 will assist in the transportation of Bethlehem Area School District students to the Western PA School for the Deaf.

The signed contract must be returned to Mr. Jon Wallitsch, Assistant Director of Business Services, at the Intermediate Unit Office.

Charlene M. Brennan 8/26/10
Dr. Charlene M. Brennan Date Bethlehem Area School District Date
Executive Director

Dawn Miller 8/26/10
Dawn M. Miller Date Federal ID Number
Secretary to the Board

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

COLONIAL INTERMEDIATE UNIT 20/SCHOOL DISTRICT
TRANSPORTATION CONTRACT

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AGREEMENT
(Executed in Triplicate)

THIS AGREEMENT made this 25 day of August, 2010 by and between the Colonial Intermediate Unit 20, hereinafter referred to as "INTERMEDIATE UNIT", principally located at 6 Danforth Drive, Easton, Pennsylvania 18045,

A
N
D

Bethlehem Area School District, hereinafter referred to as "DISTRICT", office located 1516 Sycamore Street, Bethlehem, PA 18017.

WHEREAS, INTERMEDIATE UNIT provides services, including transportation, to students who have special educational needs;

WHEREAS, DISTRICT is an agency charged with serving children, including those with special needs;

WHEREAS, INTERMEDIATE UNIT and DISTRICT desire to enter into an Agreement for the transportation of students with special needs, particularly those students with visual impairments and each is empowered to do so by the Public School Code of 1949 as amended;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and intending to be legally bound thereby, the parties hereto agree as follows:

SECTION 1
TITLE OF PARAGRAPHS

The various titles to the paragraphs herein are used solely for convenience and they shall not be used for the purpose of interpreting or construing any word, clause, paragraph or subparagraph of this Agreement.

SECTION 2

DEFINITIONS

The following words and expressions, or pronouns used in substitution therefore, shall, whenever they appear in this CONTRACT, be construed as follows, unless a different meaning is clear from the context:

- a. INTERMEDIATE UNIT shall mean the Board of Directors of the Colonial Intermediate Unit 20, or its duly authorized representatives.
- b. DISTRICT or SCHOOL DISTRICT shall mean the Board of Education of Bethlehem Area School District, or its duly authorized representatives.
- c. VENDOR shall mean the provider of transportation services and/or provider of child monitor/escort services, or its duly authorized representatives.
- d. LAW or LAWS shall mean the Constitution of the Commonwealth of Pennsylvania, the Statutes of the Commonwealth of Pennsylvania, and any ordinance, rule or regulation having a force of law that is applicable to this CONTRACT.
- e. CONTRACT or CONTRACT DOCUMENTS shall mean each of the various parts of the CONTRACT hereof, including, but not limited to the basic transportation agreement, exhibits attached hereto or by reference made a part hereof.
- f. MODIFICATION shall mean the alteration, adjudgment, limitation or expression of the terms of the CONTRACT herein contained by the respective parties hereto.
- g. TERMINATION shall mean the halting, bringing to an end, concluding, finishing or elimination of any of the respective rights or convenience hereinafter set forth when the right of termination is hereinafter granted under the terms and conditions of the Agreement.

SECTION 3

GENERAL UNDERSTANDING AND PERFORMANCE OF WORK

It shall be the intention of the parties to CONTRACT for the provision of weekly transportation of special education students of DISTRICT, to and from the Colonial Academy facility located at 1353 Jacobsburg Road, Wind Gap, Pennsylvania, to a meeting point in Camp Hill, Pennsylvania.

SECTION 4

SCOPE OF SERVICES

The parties agree that INTERMEDIATE UNIT will be responsible for contracting with a VENDOR for the provision of transportation and child monitoring/escort services for DISTRICT'S students who are hearing impaired, to depart the Colonial Academy facility located at 1353 Jacobsburg Road, Wind Gap, Pennsylvania; travel to Trexler Middle School, 851 N. 15th St, Allentown, PA 18102, for a second stop on Sunday and arrive at Camp Hill (3820 Hartzdale Drive) by approximately 2:00 p.m. Upon arrival in Camp Hill, pupils will board a larger bus for the balance of the trip to Western Pennsylvania, the final destination.

Further, VENDOR will provide transportation for students from Camp Hill (3820 Hartzdale Drive) at approximately 4:30 p.m. and return first to Trexler Middle School, 851 N. 15th St., Allentown, PA 18102 and then return to the Colonial Academy facility on Fridays. The INTERMEDIATE UNIT will provide a school calendar designating scheduled dates for pickup and return trips.

Generally, pick up will be on Sundays and return trip on Fridays unless otherwise indicated on school calendar. See Attachment A.

DISTRICT shall be responsible for the initial delivery of students to the Colonial Academy facility prior to dispatch to Camp Hill on Sundays. Further, DISTRICT shall be responsible for delivery of students back to DISTRICT following arrival at the Colonial Academy Facility on Fridays.

INTERMEDIATE UNIT shall be responsible for entering into an appropriate contract with VENDOR. A copy of the contract shall be provided to the DISTRICT for review and shall contain, at a minimum, the following provisions:

- (1) All individuals employed or utilized by VENDOR shall be competent, qualified and trained for their respective positions, and, in the selection of staff to service this agreement, VENDOR shall comply with all applicable regulations of governing governmental agencies or entities, pertaining to and including by way of example and not limitation, age, fitness, competence, conduct, licensing, certifications, physical examination, drug and alcohol testing, and continued eligibility.

- (2) VENDOR shall require all employees or contractors providing services under this agreement to submit an original Criminal Background Check pursuant to Act 34, a Department of Public Welfare Clearance Statement pursuant to Act 151 and Federal Criminal Record Information from the FBI, none of which shall be more than one (1) year old from the date of submission to the VENDOR. The INTERMEDIATE UNIT shall be responsible for reviewing these clearances to ensure compliance with applicable law. The INTERMEDIATE UNIT shall ensure that VENDOR does not supply any person to provide services who has been convicted of one of the offenses listed in 24 P.S. § 1-111(e)(1) within five (5) years immediately preceding the date of the report.
- (3) The INTERMEDIATE UNIT shall require VENDOR to have policies and procedures in place that require VENDOR'S employees or contractors to immediately notify VENDOR if the employee is charged or cited for any criminal conduct subsequent to employment. If the VENDOR receives notice of an employee's subsequent criminal charge or citation from either the employee or a third party, VENDOR shall immediately report that information to the INTERMEDIATE UNIT who in turn shall report that information to the SCHOOL DISTRICT.
- (4) The INTERMEDIATE UNIT shall ensure that VENDOR possesses and maintains appropriate insurance coverage during the contract term, which shall be primary to any insurance of the INTERMEDIATE UNIT or the SCHOOL DISTRICT. Appropriate insurance coverage will be no less than the following amounts: Comprehensive General Liability Insurance in the amount of \$1,000,000 for each occurrence and in the aggregate-bodily injury and \$1,000,000 for each occurrence and in the aggregate-property damage; Automobile General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage; Workers' Compensation and Employers' Liability in the minimum amounts required by law, and no less than \$100,000 for each accident, \$500,000 for disease, and \$100,000 for disease for each employee; Umbrella/Excess Liability in the amount of \$5,000,000 per occurrence and in the aggregate. VENDOR shall cause the INTERMEDIATE UNIT and the SCHOOL DISTRICT to be named as an additional insured, for purposes of the services being provided under this Agreement, under all of the insurance policies required by this Agreement.

SECTION 5

TERM

This CONTRACT shall be in effect for a term of 39 weeks, beginning on August 29, 2010 and extending until June 30, 2011, unless sooner terminated in accordance with provisions of this CONTRACT. If INTERMEDIATE UNIT and DISTRICT mutually agree, the contract may be extended beyond the initial period.

SECTION 6 **PAYMENT**

DISTRICT shall pay an amount equal to the cost of transportation under the contract with the VENDOR. It is anticipated that the total cost of transportation to be charged by the VENDOR to the INTERMEDIATE UNIT IS \$36,000, plus an additional \$1,200 for enhanced insurance. The total amount to be paid by the DISTRICT to the INTERMEDIATE UNIT is \$37,200 divided by the total number of students transported. For example, if there are six students on the bus, the DISTRICT shall be charged \$6,200 for the cost of transportation.

The total cost of transportation is based on unleaded gasoline prices of \$2.60 per gallon. The INTERMEDIATE UNIT reserves the right to reasonably adjust pricing should there be a material change in fuel costs during the term of this Agreement.

This CONTRACT will be built into INTERMEDIATE UNIT Transportation Budget and will be a deduct not to exceed total price above, based on final student proration.

SECTION 7 **INDEMNIFICATION**

INTERMEDIATE UNIT shall not be held responsible for any violation of Free Appropriate Public Education, otherwise referred to as "FAPE". DISTRICT further agrees to indemnify INTERMEDIATE UNIT for any violation relating to any claim or cause of action under the Individuals with Disabilities Education Act, otherwise referred to as "IDEA", Section 504 of the Rehabilitation Act of 1973, or any other relevant State or Federal legislation relating to the provision of services to students with special needs.

Further, DISTRICT shall hold INTERMEDIATE UNIT, its governing board, officers and employees harmless and does hereby indemnify INTERMEDIATE UNIT, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act or neglect, default or omission of INTERMEDIATE UNIT for the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence, intentional acts or willful misconduct of the INTERMEDIATE UNIT,

its agents, officials or employees, or to the extent that such claim or demand arises from the INTERMEDIATE UNIT'S alleged breach of any contract between it and the VENDOR.

SECTION 8

RIGHT TO DECLARE DEFAULT

In addition to any other rights INTERMEDIATE UNIT may have, INTERMEDIATE UNIT also has the right to declare DISTRICT in default if DISTRICT violates or fails to perform any of the terms and conditions set forth in this Agreement.

If DISTRICT fails to comply with any of the terms of this Contract, INTERMEDIATE UNIT may cancel this Contract upon a thirty (30) day written notice to DISTRICT. Prior to providing DISTRICT with a thirty (30) day written notice of termination, INTERMEDIATE UNIT agrees to provide DISTRICT with a reasonable opportunity to correct any Contract deficiency. The term "reasonable opportunity" shall be interpreted as meaning that DISTRICT will have no more than ten (10) working days in which to correct the Contract deficiency.

SECTION 9

EXERCISE OF RIGHT TO DECLARE IN DEFAULT

The right to declare in default for any of the grounds specified or referred to in Section 8, RIGHT TO DECLARE DEFAULT, shall be exercised by sending DISTRICT a notice signed by the President or Secretary of INTERMEDIATE UNIT, setting forth the ground or grounds on which each default is declared.

SECTION 10

FORCE MAJEURE

In the event INTERMEDIATE UNIT is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage or embargo, governmental action (except any governmental action against

CONTRACTOR for violation(s) or asserted violation(s) of law and /or regulation) or any condition or cause beyond INTERMEDIATE UNIT'S control, DISTRICT shall excuse INTERMEDIATE UNIT from performance under this Agreement.

SECTION 11
SURVIVAL

The mutual obligations described in Section 6, PAYMENT and Section 7, INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

SECTION 12
OTHER REMEDIES

The Provisions outlined herein as the rights of INTERMEDIATE UNIT after termination shall be in addition to any and all other legal or equitable remedies permissible.

SECTION 13
UNLAWFUL PROVISIONS DEEMED STRICKEN

All unlawful provisions of this Agreement shall be deemed stricken from the Agreement, and shall be of no effect. On the applications of either party, the unlawful provision shall be considered stricken without affecting the binding force of the remainder of the Agreement.

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

SECTION 14
APPLICABLE LAW

This Agreement and all the terms, covenants and conditions hereof shall be construed and shall be enforceable in accordance with the laws of the Commonwealth of Pennsylvania.

SECTION 15
MODIFICATION

Agreement constitutes the final, complete and entire understanding between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and/or discussions of the parties, whether written or oral. There are no other representations or other agreements included. This Agreement shall not be modified or annulled by the either party except by written instrument, signed, sealed and acknowledged by both.

This Agreement is made and entered into this 25 day of August, 2010 by and between Intermediate Unit 20 and Bethlehem Area School District shall continue until the expiration of this CONTRACT.

ATTEST:

By: _____ By: _____
BETHLEHEM AREA SCHOOL DISTRICT

ATTEST:

By:  By: _____
COLONIAL INTERMEDIATE UNIT 20

17. *Award of Bid for 72 Passenger School Buses – Bids Opened September 8, 2010***INFORMATION:**

Bids were received and publicly opened at noon, Wednesday, September 8, 2010, for:

72 Passenger School Buses – Diesel – Conventional Style

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

RECOMMENDATION:

That the administration be authorized to award a contract for 72 Passenger School Buses – Diesel – Conventional Style to the lowest responsible bidder meeting specifications as indicated on the attached Tabulation of Bids.

Wolfington Body Company, Inc. \$80,846 each
PO Box 218
Exton, Pennsylvania 19341

The administration recommends purchasing five (5) 72 Passenger School Buses at a total cost of \$404,230.

Cabinet Code: NT

Account Code: 10-2740760-000-000-NT-0000

Budget Balance: \$400,000

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: September 8, 2010

September 27, 2010

**TABULATION OF BIDS
FOR
72 PASSENGER SCHOOL BUSES - DIESEL
CONVENTIONAL STYLE**

Base Bid
2010 Model Year

Rohrer Bus Sales, Inc.

\$82,330.00

Wolffington Body Company, Inc.

\$80,846.00

BID AWARD

3 specifications mailed
2 bids received

18. *Award of Bid for Deicing Salt and Antiskid Materials – Bids Opened September 8, 2010*

INFORMATION:

Bids were received and publicly opened at noon, Wednesday, September 8, 2010, for:

Deicing Salt and Antiskid Materials

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.)

Items will be purchased on an as-needed basis throughout the year.

RECOMMENDATION:

That the administration be authorized to award a contract for Deicing Salt and Antiskid Materials to the lowest responsible bidders meeting specifications as indicated on the attached Tabulation of Bids.

De-Icing Salt	\$68.29/Ton	American Rock Salt Company, LLC P.O. Box 190 Mt. Morris, New York 14510
De-Icing Salt	\$4.09/50# Bag	Northeast Chemical & Supply Company 800 East Bertsch Street P.O. Box 52 Lansford, Pennsylvania 18232
Calcium Chloride Pellets	\$10.70/50# Bag	International Salt Company 655 Northern Boulevard Clarks Summit, Pennsylvania 18411

Cabinet Code: NE

Account Code: 10-2600610-000-000-NE-0000

Budget: \$490,000

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: September 8, 2010

September 27, 2010

**TABULATION OF BIDS
FOR
DEICING SALT AND ANTISKID MATERIALS**

	Deicing Salt Per Ton	Deicing Salt 50 lb. Bag	Calcium Chloride Pellets 50 lb. Bag	Antiskid Material - Fine Cinders Per Ton
American Rock Salt	\$68.29	No Bid	No Bid	No Bid
Cargill, Inc.	\$74.31	No Bid	No Bid	No Bid
Eastern Salt Company, Inc.	\$83.50	No Bid	No Bid	No Bid
International Salt Company	\$79.65	\$5.10	\$10.70*	No Bid
Northeast Chemical & Supply Company	\$81.80	\$4.09**	\$11.88	No Bid
Oceanport, LLC	\$72.50	No Bid	No Bid	No Bid

*Minimum 9-pallet delivery

**Minimum 1-pallet delivery

11 specifications mailed

6 bids received

BID AWARD

19. *Award of Bid for Fuel Oil – Number 2 – Bids Opened September 8, 2010*

INFORMATION:

Bids were received and publicly opened at noon, Wednesday, September 8, 2010, for:

Fuel Oil – Number 2

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

RECOMMENDATION:

That the administration be authorized to award a one-year contract for Fuel Oil – Number Two to the lowest responsible bidder meeting specifications as indicated on the attached Tabulation of Bids subject to proper execution of contract documents and performance bond as required in the bid specifications.

Isobunkers, LLC
Two New Road, Suite 331
Aston, Pennsylvania 19014

Fixed Price
per gallon \$2.3148

Cabinet Code: NA
Account Code: 10-2600624-000-000-NA-0000
Account Balance: \$150,000

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: September 8, 2010

September 27, 2010

**TABULATION OF BIDS
FOR
FUEL OIL – NUMBER 2**

	Isobunkers LLC	Petroleum Traders Corporation	Pilot Travel Centers LLC
Firm Price for the contract period Price per gallon	\$2.3148	\$2.4879	N/A
Fluctuating Price for the contract period Net differential to posted price	+\$0.0679	+\$0.0311	+\$0.1009 * +\$0.0309 **

*Net 30 Day Price

**Net 10 Day Price

BID AWARD

All fixed prices are subject to change based on market pricing on the date of bid award.

14 specifications mailed
3 bids received

20. *Award of Bid for Snow Removal – Bids Opened September 8, 2010*

INFORMATION:

Bids were received and publicly opened at noon, Wednesday, September 8, 2010, for:

Snow Removal

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

RECOMMENDATION:

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

A. J. Trunzo, Inc.
8013 Bethlehem-Bath Pike
Bath, Pennsylvania 18014

Cabinet Code: NF

Account Code: 10-2600412-000-000-NF-0000

Budget Balance: \$30,000

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: September 8, 2010

September 27, 2010

**TABULATION OF BIDS
FOR
SNOW REMOVAL**

	Imperial Excavating	Muschlitz Excavating	Searock's Lawn Care	A.J. Trunzo, Inc.
	Cost per Hour			
1 - "Rubber-tired" Front End Loader with operator - 1-yard (minimum)	\$88.00	\$97.00	\$105.00	\$100.00
1 - 3/4 ton Truck with Plow and operator	\$80.00	\$75.00	\$78.00	\$74.50
1 - One (1) ton Truck with Plow and operator	\$80.00	No Bid	\$80.00	\$77.00
1 - Truck Tri-Axle Dump - 30-yard capacity, with operator	\$88.00	\$90.00	\$68.00	\$73.50
1 - Truck Tandem-Axle Dump - 20-yard capacity, with operator	\$75.00	\$83.00	\$58.00	\$63.50
1 - Truck Single-Axle Dump - 10-yard capacity, with operator	\$70.00	No Bid	\$50.00	\$53.50
1 - Dump Truck with Salter - 6-yard capacity, with operator	\$85.00	\$90.00	\$80.00	\$98.00

10 specifications mailed
4 bids received

21. *Award of Bids for Sports Supplies – Winter/Spring – Bids Opened September 15, 2010*

INFORMATION:

Bids were received and publicly opened at noon, Wednesday, September 15, 2010, for:

Sports Supplies – Winter/Spring

The bids have been tabulated and reviewed by the appropriate administrative and supervisory personnel. The recommendation of the awards is based upon the lowest responsible bidders meeting specifications. (Vendor Award Analysis is attached.)

RECOMMENDATION:

That the administration be authorized to award a contract to the lowest responsible bidders who have met specifications. These awards are tabulated on the attached Vendor Award Analysis.

Funds will be expended from the 2010-2011 General Fund Budget.

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

September 27, 2010

VENDOR AWARD ANALYSIS
SPORTS SUPPLIES – WINTER/SPRING

<u>VENDOR</u>	<u>AMOUNT</u>
Aluminum Athletic Equipment	\$ 1,285.00
Bethlehem Sporting Goods	\$34,182.07
Bill Fritz Sports	\$ 2,141.68
D & J Sports	\$ 1,536.50
M-F Athletic Company	\$ 560.50
Passons Sporting Goods	\$ 1,574.73
Plaques & Such	\$ 834.75
Port Jefferson Sporting Goods	\$ 813.36
Pyramid School Products	\$ 2,086.95
Schutt Reconditioning	\$ 345.54
Scotty's Fashions	<u>\$ 5,376.50</u>
 TOTAL AMOUNT AWARDED	 <u>\$50,737.58</u>

32 specifications mailed
16 bids received

22. *Award of Bid for Xerographic Paper – White – Bids Opened September 8, 2010*

INFORMATION:

Bids were received and publicly opened at noon, Wednesday, September 8, 2010, for:

Xerographic Paper – White

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

RECOMMENDATION:

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

Xerographic Paper – White

Ris Paper Company, Inc.
1531 Boettler Road, Suite E
Uniontown, Ohio 44685

\$65,318.40

Account Code: 10-0171000-000-000-00

Xerographic paper is inventoried and charged to building budgets as paper is requisitioned from the maintenance warehouse.

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: September 8, 2010

September 27, 2010

**TABULATION OF BIDS
FOR
XEROGRAPHIC PAPER – WHITE**

	Cost for 2,520 Cartons (3 Truckloads)
Paper Mart, Inc.	\$72,063.60
Ris Paper Company, Inc.	\$65,318.40
Unisource	\$68,124.00
Xerox Corporation	\$69,300.00

BID AWARD

12 specifications mailed
4 bids received

23. *Treasurer's Report*

RECOMMENDATION:

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

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

REPORT OF THE TREASURER
August 1 through August 31, 2010

BEGINNING CASH AND INVESTMENT BALANCE

Wachovia Bank - Cash Management	11,390,841.19
Bank of America - General Account	1,996,021.35
Pennsylvania School District Liquid Asset Fund	4,981,208.75
Wachovia - Worker's Comp Trust Fund	637,390.71
Pennsylvania Local Government Investment Trust	78,001.07
Pennsylvania State Treasurer Invest Program	2,053,315.64
Bank of America Money Market	1,638.40
PSDLAF - Term Investments	5,000,000.00
PSDLAF - 2009B Bond Fund	8,447,524.32
Scholarship Fund	46,466.25
KNBT Bank - Scholarship Fund	118,273.04

TOTAL CASH AND INVESTMENT BALANCE \$ 34,750,680.72

MONTHLY RECEIPTS

Local Sources	70,978,154.22
State Sources	7,277,347.67
Federal Sources	793,000.73
Other Financing Sources	0.00

\$ 79,048,502.62

MONTHLY DISBURSEMENTS

Monthly Bills Paid	6,226,502.50
Payroll	5,086,866.51
Debt Service	387,782.42

\$ 11,701,151.43

TOTAL FUNDS AVAILABLE

\$ 102,098,031.91

ENDING CASH AND INVESTMENT BALANCE

		<u>Interest Rate</u>
Wachovia Bank - Cash Management	60,975,627.45	0.250%
Bank of America - General Account	1,995,577.82	0.350%
Pennsylvania School District Liquid Asset Fund	16,734,561.79	varies .024 to .085%
Wachovia - Worker's Comp Trust Fund	636,435.89	0.010%
Pennsylvania Local Government Investment Trust	78,006.23	0.080%
Pennsylvania State Treasurer Invest Program	8,062,255.60	0.157%
Bank of America Money Market	1,638.57	0.120%
PSDLAF - Term Investments	5,000,000.00	see attachment
PSDLAF - 2009B Bond Fund	8,448,592.81	see attachment
Scholarship Fund	46,466.25	0.947%
KNBT Bank - Scholarship Fund	118,869.50	1.300%

TOTAL CASH AND INVESTMENT BALANCE \$ 102,098,031.91

Interest Received for August; to be posted in September accounting period \$ 6,598.96

Respectfully Submitted,

Anne M. Morton
Treasurer

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

Beginning Fund Balance-July 31, 2010		\$ 2,872,596.23
Revenues		
Expenses		
NEMS Project	197,036.10	
NEMS Prof. Svs	10,237.05	
BMS Project	1,000.00	
Prof. Svs BMS	24,862.50	
LHS Project	-	
Mold Remediation	70,190.41	
Prof Svs Freemansburg	3,525.00	
Buses		
		\$ 306,851.06
Ending Balance-August 31, 2010		\$ 2,565,745.17

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

NEMS Project	19,558.21	
BMS Project	2,005,363.61	
LHS Project	70,000.00	
Mold Remediation-Freemansburg	13,032.47	
	-	
Prof. Svs NEMS	32,914.45	
Prof. Svs BMS	59,019.54	
	-	
Prof Svs Freemansburg	5,875.00	
		2,205,763.28
Estimated Unencumbered Fund Balance		359,981.89

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

Fund Balance at July 31, 2010	\$	433,688.55
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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

	\$	-
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Fund Balance at August 31, 2010	\$	433,688.55
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The following projects have been approved by the board but have not been completed:

Financial Management System	\$	27,569.43
Pro. Svs. Roof Repairs		
Pro. Svs. Alarm System	\$	2,379.97
Pro. Svs. Railing Repair		
Freedom Railing Repairs		

	\$	29,949.40
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Estimated Unencumbered Fund Balance	\$	403,739.15
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24. *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.

2010-2011 REVENUES

Description	A	B	C	D	F	G
	2010-2011				2009-2010	
	Budget	Realized 31-Aug-10	Unrealized \$ (B-A = C)	Unrealized % (C / A = D)	Realized June, 2010	Realized August, 2009
CURRENT REAL ESTATE	113,780,198	10,797,861	(102,982,337)	-90.51%	102,748,414	(632)
INTERIM REAL ESTATE	1,199,999	21,336	(1,178,663)	-98.22%	3,782,729	0
PUBLIC UTILITY REALTY	153,000	0	(153,000)	-100.00%	166,715	0
PAYMENTS IN LIEU OF TAX	145,000	38,676	(106,324)	-73.33%	130,379	37,848
UNDISTRIBUTED TAXES		65,385,383	65,385,383	-	(8,292)	59,089,727
PER CAPITA TAX SECT 679	240,000	96,226	(143,774)	-59.91%	239,922	1,511
PER CAPITA TAX ACT 511	240,000	96,226	(143,774)	-59.91%	239,952	1,511
LOCAL SERVICES TAX	330,000	27,813	(302,187)	-91.57%	242,456	20,451
EARNED INCOME TAX	11,600,000	2,590,920	(9,009,080)	-77.66%	9,820,703	2,085,566
REAL ESTATE TRANSFER TAX	2,000,000	75,318	(1,924,682)	-96.23%	1,513,977	369,046
MERCANTILE TAX	2,300,000	10,407	(2,289,593)	-99.55%	1,204,752	0
DEL. REAL ESTATE	3,100,000		(3,100,000)	-100.00%	3,624,475	651,683
DEL. PER CAPITA SECT 679	60,000	15,838	(44,162)	-73.60%	84,483	23,419
DEL. LOCAL SERVICES TAX			-	-		
DEL. MERCANTILE TAX	350,000	85,194	(264,806)	-75.66%	323,758	52,850
TOTAL LOCAL TAX SOURCES	\$ 135,498,197	\$ 79,241,198	\$ (56,256,999)	-41.52%	\$ 124,114,421	\$ 62,332,978
INTEREST ON INVESTMENTS	750,000	2,952	(747,048)	-99.61%	341,306	12,110
STUDENT FEES/ SPECIAL EVENTS	-		-		4,050	50
STATE REV OTHER INTERMEDIARY	182,051	36,966	(145,085)	-79.69%	182,380	40,649
FEDERAL REV OTHER PA PUBLIC SCHOOLS		200			146,935	51,949
FEDERAL IDEA	1,876,243	9,872	(1,866,371)	-99.47%	2,361,179	9,138
FEDERAL REV OTHER INTERMEDIARY	259,919	106,084	(153,835)	-59.19%	321,161	48,244
RENTALS	50,000	8,450	(41,550)	-83.10%	54,238	14,225
CONTRIBUTIONS		10,004	10,004		169,381	22,352
TUITION FROM PATRONS	500,000	5,410	(494,590)	-98.92%	584,564	57,339
SRVCS. / OTH LOC GOV UNITS			-			
MISCELLANEOUS REVENUE	35,000	4,971	(30,029)	-85.80%	41,760	5,383
REFUNDS FROM PRIOR YEAR EXP		93,559	93,559		72,947	575
TOTAL OTHER LOCAL SOURCES	\$ 3,653,213	\$ 278,468	\$ (3,468,504)	-94.94%	\$ 4,279,900	\$ 262,014
TOTAL LOCAL SOURCES	\$ 139,151,410	\$ 79,519,665	\$ (59,725,503)	-42.92%	\$ 128,394,321	\$ 62,594,992
BASIC INSTRUCTIONAL SUBSIDY	27,716,600	3,812,000	(23,904,600)	-86.25%	22,953,439	
CHARTER SCHOOLS	1,873,209	262,522	(1,610,687)	-85.99%	1,710,538	
TUITION : ORPHANS/CHILDREN	400,000		(400,000)	-100.00%	381,605	
HOMEBOUND INSTRUCTION						
VOCATIONAL EDUCATION	115,000	10,250	(104,750)	-91.09%	70,055	
ALTERNATIVE EDUCATION					150,722	106,883
DRIVER EDUCATION	10,605		(10,605)	-100.00%	11,025	
MIGRATORY CHILDREN	2,500		(2,500)	-100.00%		
SPECIAL EDUCATION	6,538,057	987,727	(5,550,330)	-84.89%	6,632,724	
EDUCATIONAL ASSISTANCE PRGM (TUTORING)	872,809		(872,809)		926,123	256,680
PA PRE-K-COUNTS	627,000	104,500	(522,500)	-83.33%	668,800	
REVENUE NOT IN 7200 (SPECIFIC ED PRGMS)			-		9,800	
TRANSPORTATION	2,370,421	149,756	(2,220,665)	-93.68%	2,373,895	
RENTALS AND SINKING FUND	2,148,732	2,665,952	517,220	24.07%		
HEALTH SERVICES	375,000		(375,000)	-100.00%	364,439	
PROPERTY TAX RED. ALLOCATION	4,740,869	2,370,435	(2,370,434)	-50.00%	4,733,333	2,366,666

2010-2011 REVENUES

Description	A	B	C	D	F	G
	2010-2011				2009-2010	
	Budget	Realized 31-Aug-10	Unrealized \$ (B-A = C)	Unrealized % (C/ A = D)	Realized June, 2010	Realized August, 2009
PA ACCOUNTABILITY	1,806,167	287,754	(1,518,413)	-84.07%	1,806,167	
DUAL ENROLLMENT GRANTS	23,922	37,329	13,407	56.04%	8,152	
PROJECT 720			-		12,923	
DCED GRANTS OTHER STATE REV NOT IN 7000	154,234	54,104	(100,130)	-64.92%	261,978	31,658
SOCIAL SECURITY	3,632,579	556,554	(3,076,025)	-84.68%	2,745,565	
PSERS - PENSION CONTRIBUTION	3,797,190		(3,797,190)	-100.00%	2,844,455	
IMPACT AID	50,000		(50,000)	-100.00%	45,165	
OTHER FEDERAL PRGM/GRANTS	100,000	78,259.27	(21,741)	-21.74%	75,699	
NCLB TITLE I	3,302,605	616,613	(2,685,992)	-81.33%	3,596,519	875,776
NCLB TITLE II	904,394	167,279	(737,115)	-81.50%	670,050	56,694
NCLB TITLE III	296,807	42,401	(254,406)	-85.71%	369,588	136,382
NCLB TITLE IV	749,023		(749,023)	-100.00%	574,316	3,939
CHILD CARE & DEVELOPMENT BLOCK GRANTS	170,290	62,295	(107,995)	-63.42%	150,162	29,464
OTHER FEDERAL GRANTS	19,000		(19,000)	-100.00%	26,222	
ARRA IDEA SEC 619	1,509,830		(1,509,830)	-100.00%		
ARRA-TITLE I PARTS A & D	540,000	231,503	(308,497)	-57.13%	1,504,769	
ARRA-STATE FISCAL STABILIZATION	3,089,051	257,421	(2,831,630)	-91.67%	2,831,630	
ACCESS	42525	21,350	(21,175)		73,767	
TOTAL STATE & FEDERAL SOURCES	\$ 67,978,419	\$ 12,776,004	\$ (55,202,415)	-81.21%	\$ 58,583,623	\$ 3,864,141
INTERFUND TRANSFERS	25,000		(25,000)	-100.00%		
SALE OF FIXED ASSETS	92,000	200	(91,800)	-99.78%	107,947	13,847
INTRA FUND TRANSFERS					169	
INSURANCE RECOVERY			-		17,433	
TOTAL OTHER SOURCES	\$ 117,000	\$ 200	\$ (116,800)	-99.83%	\$ 125,549	\$ 13,847
TOTAL REVENUE	\$ 207,246,829	\$ 92,295,869.02	\$ (115,044,719)	-55.51%	\$ 187,103,493	\$ 66,472,980
UNRESERVED FUND BALANCE			-			
TOTAL FUND APPROPRIATED BALANCE	\$ -	\$ -	\$ -		\$ -	\$ -
TOTAL DISTRICT REVENUE	\$ 207,246,829	\$ 92,295,869	\$ (115,044,719)	-55.51%	\$ 187,103,493	\$ 66,472,980

2010-2011 EXPENDITURES BY PROGRAM

Includes Year-To-Date August 2010 Information

PROGRAM	PROGRAM CODE	Responsible Office	2010-2011			2009-2010	2009-2010
			A	B	F	G	H
			2010-2011 APPROVED BUDGET	2010-2011 AMENDED BUDGET	2010-2011 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of August, 2010	2009-2010 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of August , 2009	2009-2010 EXPENDED BUDGET EXPENDITURES PENDING FINAL ADJ as of June, 2010
BUILDING ALLOCATION	100	PRIN	1,339,515	1,339,515	448,204	411,955	1,197,062
BOARD	AA	SUPT	499,750	499,750	48,823	28,862	517,553
CABINET	AB	SUPT	1,014,000	1,014,000	150,018	165,462	1,046,550
BUDGETARY RESERVE	AC	SUPT	2,588,000	2,588,000	0	0	0
SUPT OFFICE-EQUIPMENT REPLACEMENT RESERVE	AD	SUPT	2,000	2,000	0	0	0
SUPERINTENDENT'S OFFICE	AE	SUPT	114,200	114,200	4,097	2,616	60,487
BUILDING STAFF	AF	SUPT	5,888,266	5,888,266	777,134	842,721	6,262,635
PUBLIC RELATIONS	AN	SUPT	30,000	30,000	18,589	20,199	22,899
STAFFING-TEACHERS	CA	HR	61,462,969	61,462,969	(12,678)	15,847	58,343,259
CHILD ACCOUNTING DEPARTMENT	CD	HR	245,534	245,534	50,022	38,767	257,761
STAFFING-TEACHER ASSISTANTS	CE	HR	2,788,648	2,788,648	9,992	2,750	2,401,974
STAFFING-SUBSTITUTES	CG	HR	1,275,000	1,275,000	29,384	36,915	1,088,145
HUMAN RESOURCES DEPARTMENT	CK	HR	282,983	282,983	58,564	44,839	244,593
STUDENT ACTIVITIES	D1	C&I	150,143	150,143	0	4,850	160,683
CREDIT ACQUISITION PROGRAM	D2	C&I	54,033	54,033	0	618	39,279
CURRICULUM ENRICHMENT ACTIVITIES	D3	C&I	18,000	18,000	(2,908)	0	62,483
CAREER ACADEMY/RASA/ALTERNATIVE EDUCATION	D4	C&I	170,948	170,948	0	5,501	0
TESTING - K-12	D5	C&I	30,000	30,000	276	0	250
ACADEMIC INTERVENTIONS	DA	C&I	100,000	100,000	1,421	0	9,839
MUSICAL INSTRUMENT REPAIR	DD	C&I	37,000	37,000	1,500	684	1,886
DEPARTMENT OF INSTRUCTION	DE	C&I	211,500	211,500	974	19,107	82,983
READING RECOVERY/PROJECT READ	DF	C&I	24,000	24,000	0	1,074	17,829
INSTRUCTIONAL MTLs RESERVE	DG	C&I	500,000	500,000	5,047	303,171	375,814
EQUIPMENT REPAIR	DM	C&I	13,000	13,000	800	300	11,464
PLANETARIUM	DO	C&I	5,444	5,444	0	0	3,730
SUMMER SCHOOL - SECONDARY	DQ	C&I	75,000	75,000	49,835	59,112	85,487
DRIVER EDUCATION	DS	C&I	0	0	0	0	10,000
ASST SUPERINTENDENT FOR CURR & INSTRUCT	DT	C&I	293,561	293,561	25,086	36,497	282,684
INTERSCHOLASTIC ATHLETICS	DU	C&I	1,410,529	1,410,529	0	0	1,376,288
INTRAMURALS	DV	C&I	18,477	18,477	0	0	22,730
ATTENDANCE SERVICES	E4	STD SVCS	69,621	69,621	0	1,134	70,254
MINORITY AFFAIRS/GOV. PROGRAMS/GRANTS	EB	STD SVCS	30,506	30,506	3,574	3,252	26,074

2010-2011 EXPENDITURES BY PROGRAM

Includes Year-To-Date August 2010 Information

PROGRAM	PROGRAM CODE	Responsible Office	2010-2011			2009-2010	2009-2010
			A	B	F	G	H
			2010-2011 APPROVED BUDGET	2010-2011 AMENDED BUDGET	2010-2011 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of August, 2010	2009-2010 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of August , 2009	2009-2010 EXPENDED BUDGET EXPENDITURES PENDING FINAL ADJ as of June, 2010
SPARK - EARLY CHILDHOOD/SUMMER	EC	STD SVCS	0	0	0	9,453	38,433
SCHOOL RESOURCE OFFICERS	EF	STD SVCS	180,000	180,000	0	0	442,686
HOMEBOUND INSTRUCT/REGULAR ED.	EG	STD SVCS	155,000	155,000	0	320	179,848
HEALTH SERVICES - MEDICAL	EH	STD SVCS	52,100	52,100	7,395	391	19,900
HEALTH SERVICES - DENTAL	EJ	STD SVCS	10,450	10,450	178	0	8,928
STUDENT SERVICES	EK	STD SVCS	163,611	163,611	24,165	30,098	173,061
GUIDANCE (SUMMER)	ET	STD SVCS	40,000	40,000	22,042	18,379	38,843
ENGLISH ACQUISITION	EY	STD SVCS	240,119	240,119	23,551	22,292	205,342
BUSINESS DEPT-ACCOUNTS PAYABLE	GA	F&A	877,116	877,116	159,353	108,664	744,129
BUSINESS DEPT-ACCOUNTS RECEIVABLE	GB	F&A	1,058,144	1,058,144	60,728	108,472	937,010
DEBT SERVICE	GC	F&A	23,103,426	23,103,426	1,187,848	523,227	17,231,160
EMPLOYEE BENEFITS	GD	F&A	33,324,356	33,324,356	695,964	1,435,408	30,076,443
INSURANCE	GE	F&A	514,500	514,500	234,544	568,486	564,161
INTERSYSTEM PAYMENTS	GF	F&A	25,957,221	25,957,221	2,194,895	3,182,469	22,654,343
PHOTOCOPIERS	GP	F&A	787,268	787,268	5,957	133,779	752,344
SPECIAL EDUCATION	LF	SPEC ED	436,362	436,362	65,271	54,360	545,847
HOMEBOUND INSTRUCTION / SPECIAL ED.	LG	SPEC ED	50,000	50,000	0	0	20,158
MAINTENANCE / CUSTODIAL DEPARTMENT	NA	B&G	11,107,832	11,107,832	1,036,025	1,034,870	10,082,961
MAINTENANCE DEPT - SUPPLIES	NE	B&G	803,375	803,375	251,434	155,490	515,444
MAINTENANCE DEPT - CONTRACTED SERVICES	NF	B&G	780,913	780,913	602,575	538,488	845,636
TRANSPORTATION DEPARTMENT	NT	B&G	5,449,265	5,449,265	281,342	146,990	4,094,778
TECHNICAL SERVICES	TK	TECH	1,022,025	1,022,025	1,036,408	471,822	961,891
INFO & COMMUNICATIONS TECHNOLOGY DEPT.	TL	TECH	1,575,130	1,575,130	115,300	857,288	1,469,774
DATA PROCESSING DEPARTMENT	TN	TECH	912,824	912,824	442,680	266,136	817,250
LOCAL, STATE & FEDERAL GRANTS	00	S & F	17,903,165	17,903,165	1,315,038	863,743	17,897,416
TOTALS			\$207,246,829	\$207,246,829	\$11,430,446	\$12,576,857	\$185,400,463

25. *Budget Information*

INFORMATION:

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

26. *Approval of the Agreement Between the Board of School Directors and Teamsters Local No. 773 Affiliated with the International Brotherhood of Teamsters Covering Custodial/Maintenance Employees*

INFORMATION:

Pursuant to the various discussions during executive session, the negotiating team is recommending approval of the employment contract renewal for the Bethlehem Area Custodial and Maintenance Employees. The terms of the Agreement as summarized are still in line with the points last discussed. The Union has voted with approval of the contract.

RECOMMENDATION:

That the Agreement between the Board of School Directors and Teamsters Local No. 773 affiliated with the International Brotherhood of Teamsters Covering Custodial/Maintenance employees effective July 1, 2010, through June 30, 2015, be approved as presented on the attached.

**Bethlehem Area School District
Custodial & Maintenance Employees
September 14, 2010**

ARTICLE	TENTATIVE AGREEMENT
	The terms of this Agreement shall begin on July 1, 2010, and shall continue in full force and effect until <u>June 30, 2015</u> .
IV. Union Status	<i>Section 4 Fair share provision - ~~Delete: This fair share provision goes into effect as soon as practical, but no later than November 3, 2005.~~</i>
V. Union Stewards	4. There shall be sufficient time for the steward on his lunch hour, break time or before and after school working hours.
VII. Hours of Work & Overtime	5. Any employee who is notified at least one-half hour prior to the starting time on a regularly scheduled work day shall not report to work. If the employee is not notified and subsequently reports for work, he/she is guaranteed ~~four~~ one hours pay. 9. ~~Delete:~~ The district will provide a pager for each building to facilitate communication.
VIII – Holidays – Section 1	Any absence chargeable to sick leave immediately preceding or following a holiday period will require written verification of illness by a physician ~~approved by the Board or the Boards' designee~~ . Failure of the employee to provide such verification will result in employee forfeiture of sick pay.
X. Sick Leave	Move group insurance items 4,5,7,8,9 to new article below and renumber remaining items. Credit for unused sick leave: Employees who retire will receive unused sick leave credit not to exceed 100 days at \$60 per day. 6. Sick Leave a. Employees who have at least <u>twenty five (25) years</u> of continuous service with the Bethlehem Area School District as of December 31, 2010 and who qualify for retirement under the superannuation requirements of PSERS at the time of retirement and are actually receiving a PSERS annuity payment shall be granted the following options for unused sick leave: Option 1: Employees who retire will be paid for accrued unused sick days not to exceed 100 days at \$60 per day to be paid as a non elective employer contribution to the employee's 403(b) plan. Option 2: If more than the allowed unused sick days have been accrued, payment will be made for the allowed number as a non elective employer contribution to the employee's 403(b) plan, plus all days in excess of the maximum allowed, may be used to receive health care coverage benefits, including the then current medical coverage, dental insurance and prescription drug plan, for a period of time equal to a balance of funds credited for unused sick days multiplied by \$60.00. The rate for the health 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 his/her expense until Medicare age.

	Option 3: Employees who have more than 100 unused sick days at the time of their retirement from the district shall be provided with health care coverage benefits including then current medical coverage coverage, dental insurance, and prescription drug plan benefits to be computed at the rate of 50 ~~60~~ sick days for one year of health coverage benefits to a maximum of seven (7) years of health coverage benefits or until Medicare eligibility is attained, whichever comes first. <u>b. Employees who do not meet the qualifications listed above in (a) but who qualify for retirement under the superannuation requirements of PSERS at the time of retirement and are actually receiving a PSERS annuity payment shall be paid for accrued unused sick days at \$63 per day to be paid as a non elective employer contribution to the employee's 403(b) plan. Employees who do not have twenty five (25) years of continuous service with the Bethlehem Area School District as of December 31, 2010 shall have no ability to convert sick leave to health benefits.</u>
New Article – Group Insurance Benefits	<u>Moved Article X-4,5,7,8,9 to new article</u> 1. Medical Plan Employees and their dependents including full-time college students up to 23 years of age will be enrolled in a preferred provider organization group plan option (PPO). <u>There will be an open enrollment period annually for employees currently in the traditional plan to select the PPO option. If the PPO is chosen, the employee will not be permitted to return to the traditional plan at any time in the future. The traditional health care plan includes,</u> major medical coverage of \$1,000,000 will be paid by the Board for the employees and their dependents including full-time college students up to 23 years of age. The deductible shall be \$250/\$750 annually and after the deductible has been paid the cost of covered expenses will be shared 80% by the plan and 20% by the employee. The 20% will be capped at \$2,400. Reimbursement for covered expenses that exceed the annual cap will be at 100%, not to exceed the plan's maximum lifetime benefits. Employees shall contribute biweekly <u>via payroll deduction</u> toward their medical premiums in accordance with the following schedule: 2010-11: \$20 per pay 2011-12: \$22 per pay 2012-13: \$24 per pay 2013-14: \$26 per pay 2014-15: \$26 per pay The District will continue medical coverage for any employee who is absent from work due to a work related injury for two years. 2. Dental Plan – A Dental Care Program is to include: basic coverage/100% UCR, supplemental basic service/100% UCR, periodontics/100% UCR, and prosthetics/50% UCR (Maximum Benefits: \$2,000 per covered individual). 3. Prescription Plan – Members of the bargaining unit and their dependents, including full-time college students up to 23 years of age, shall be provided a prescription plan. The plan will provide generic drugs, unless specifically prohibited by the physician, and will require the employee to pay a deductible <u>in accordance with the schedule below</u> for each prescription or refill. RETAIL/PHARMACY (30 Day Supply) Brand - \$20 Multi-Source - \$30 Generic - \$10 Each retail prescription is limited to a 30-day supply.

	MAIL ORDER DRUG BENEFIT OPTION HOME DELIVERY/MAIL ORDER (Max. 90 Day Supply): Brand - \$20 Multi-Source - \$30 Generic - \$10 The mail order drug benefit option is available for maintenance medications (those that are taken for long periods of time, such as drugs sometimes prescribed for heart disease, high blood pressure, asthma, etc.). The coinsurance is applied to each covered home delivery drug charge. The coinsurance amount is not a covered charge under the Medical Plan. Each home delivery prescription is limited to a 90-day supply and will be charged at a 60-day copay (ie 2 copays for 3 month supply). 4. A life insurance policy of \$35,000.00 will be provided by the Board. 5. The bargaining unit shall have the right to voluntary payroll deduction to purchase personal supplemental disability insurance from a single carrier. The minimum number of employees for the deduction and remittance to be implemented and maintained is ten per insurance company identified and mutually agreed to by the Board and the Union.
XI. Leaves of Absence	3. Death in Family <i>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 not to exceed ~~four~~ five (5) working days, shall be compensated at full salary. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, stepson, stepdaughter, parent-in-law, stepmother, stepfather, grandchild, son-in-law, daughter-in-law or near relative who resides in the same household, or any person with whom the employee has made his or her home at the time of death.</i>
XII. Grievance & Arbitration	<i>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.....</i>
XV. Strike Prohibition	1. <i>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.....</i> 2. <i>In the event that some of the members of the Bargaining Unit violate the provisions of this article and</i> 3. <i>The Board shall, nevertheless, have the right to discharge any s employees who participate in such action as</i>
XVIII. Job Classification & Wages	1. The following classifications shall apply: a. Custodial classifications - C-1 - General Custodian - C-2 - Head Custodian - C-3 - Chief Working Custodian <u>Add C-4 - Chief Working Custodian at the high schools</u> *Any employee assigned the position of leader or high school <u>chief working</u> custodian shall be compensated an additional \$1.00/hour above their established rate. b. Maintenance classifications - M-1 – General Maintenance - M-2 – Skilled Maintenance - M-3 – Technical Maintenance

	2. Classifications* 1%-1%- 2% - 2% - 2%					
	Wages	7/1/2010	7/1/2011	7/1/2012	7/1/2013	7/1/2014
	C-1	\$18.64	\$18.83	\$19.21	\$19.59	\$19.98
	C-2	\$20.80	\$21.00	\$21.42	\$21.85	\$22.29
	C-3	\$21.52	\$21.74	\$22.17	\$22.62	\$23.07
	C-4	\$22.52	\$22.74	\$23.17	\$23.62	\$24.07
	M-1	\$22.37	\$22.60	\$23.05	\$23.51	\$23.98
	M-2	\$25.18	\$25.43	\$25.94	\$26.46	\$26.99
	M-3	\$28.43	\$28.72	\$29.29	\$29.88	\$30.47
	New Hires/Starting Wages (C-1, C-2, C-3, C-4, M-1)					
	Step		Rate			
	Probationary (90 days)		\$-4.00			
	Year 1 (balance)		\$-3.00			
	Year 2		\$-2.00			
	Year 3		\$-1.00			
	#2 d. <u>Custodians who agree to work beyond their usual 40 hour contractual work week to monitor buildings use by non-profit groups, shall be paid at one and one-half of their regular rate of pay and shall perform duties in accordance with routine custodial needs during all time on duty in addition to monitoring the needs of the group.</u>					
Article XVIII Job Class & Wages	2010-11	1.0%				
	2011-12	1.0%				
	2012-13	2.0%				
	2013-14	2.0%				
	2014-15	2.0%				
XX. Subcontract- ing	1. The Union agrees that the District has the right to hire <u>thirteen (13)</u> Supplemental Employees who shall be non-bargaining unit employees and who shall be hired, assigned, scheduled and paid at the District's discretion. The District agrees that it will not subcontract the custodial or maintenance operations if that subcontract results in layoffs which would reduce the size of the bargaining unit below 137. (Delete remainder of paragraph) Delete 4: ~~The Union agrees it will not file a unit clarification petition attempting to include Supplemental Employees in this bargaining unit~~					
New Article: Uniforms	District mechanics and yardman shall be required to wear employer provided uniforms during working hours. The Board agrees to provide eleven (11) sets of uniforms to be rotated and serviced on a weekly basis. Employees reporting to work not wearing the required uniform will be subject to progressive discipline as outlined in this agreement.					
MOU #1	Delete this memorandum due to the fact that we are currently performing this work.					
MOU #2	Eliminate					
MOU #3	See Article XX Subcontracting					
MOU #5	Delete - the affected person eligible is not eligible anymore.					
New MOU Article VI New Section between 1 & 2	For the purpose of bidding on posted positions within the Bargaining Unit, the length of continuous service shall be defined as full-time service within the specific job classification. District seniority shall accrue and be maintained for all continuous service; however, only service/seniority in the specific classification will be considered for movement to another position.					

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1. *Transfer of Sick Days*

INFORMATION:

This item is for board approval for the transfer of sick days from Dr. Joseph Roy's previous employer.

RECOMMENDATION:

That the Board of Schools Directors approves the transfer of 106 sick leave days from Upper Moreland School District for Dr. Joseph Roy.