

BETHLEHEM AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
REGULAR BOARD MEETING

The Regular Board Meeting of the Board of Directors of the Bethlehem Area School District was held on Monday, December 12, 2011, at 7:08 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, PA 18017.

REGULAR BOARD
MEETING

President Faccinetto called for the roll:

MEMBERS
PRESENT

Members present: Directors Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Vidanage, and President Faccinetto - 8

Others present: Dr. Joseph Roy, Superintendent of Schools; Stacy Gober, Board Secretary; administrators, members of the press and other interested citizens and staff members.

OTHERS
PRESENT

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

PLEDGE OF
ALLEGIANCE

President Faccinetto requested a moment of silent meditation.

MOMENT OF
SILENCE

No recognition was scheduled for this meeting.

RECOGNITION

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

COURTESY
OF THE FLOOR
TO VISITORS

Mark Sigmon
3476 Mountainview Circle
Bethlehem, PA

Mr. Sigmon stated: Ladies and Gentlemen of the Board I briefly spoke at your Reorganization meeting, and perhaps a little more detail would be called for. It has been more than two years since I and other members of the public have sought to have the gymnasium at Freedom High School named after Joseph P. McIntyre, who was the first principal there. Mr. McIntyre was an educator in the Bethlehem Area School District for approximately 43 years. He was born in 1917, he graduated from Lafayette College, he then began to teach in 1939 here in the Bethlehem Area School District and then went into World War II. When he came back, he was a teacher, and he became an assistant principal for Charles Kline for almost 20 years and then became Freedom's first principal. He retired in approximately, if my memory is correct, 1982. He passed away in 1992. His widow Mary is now 92 years old. He has children, he has grandchildren, he has great grandchildren. In fact, his granddaughter who never met him, she was born six months after he died, just won the District II singles title in tennis. I was fortunate enough to be her coach, but that is not why I am here. The library at Liberty High School was named after Charles Kline who was a great educator. Mr. McIntyre was actually a greater educator than Mr. Kline was. When he became Freedom's first principal in 1967, I was a member of that graduating class. I was the senior class president. There were two women's sports in the Bethlehem Area School District at the time. Two. The reason that there are now I believe 11 women's sports is because of Joe McIntyre and nobody else. He went to Harrisburg, and he convinced all the other athletic directors and principals in the Lehigh Valley that woman's sports should be equal to men's sports. By the time he was done in 1982, there were nine (9) sports. A lot of your children, a lot of the people who were board members previously whose children were great athletes wouldn't have had the opportunity had it not been for Mr. McIntyre. I know that Mr. Burkhardt knew Mr. McIntyre personally. He was the vice principal when I went to school. He is not that old though. The important thing though is this; we have named other facilities after other. We have to do what is right. We are always worried about somehow offending people and not doing the right thing all the time. This is a not brainer, an absolute no brainer. I know that there are policies being set, but I understand now that this particular matter on the agenda is going back to another committee for what I understand is the fourth time in two years. That is absurd. Absolutely, positively absurd to waste more time. I just hope and pray that his widow doesn't pass away before somebody votes on this. You named the scoreboard at Liberty High School after Frank Banko. A great man. Gave hundreds of thousands, maybe millions of dollars went to the school district. Tremendous philanthropist. But that didn't go to committee he was not an educator. There are thousands, tens of thousands, of people who went through the Bethlehem Area School District who owe a great deal beyond sports to Joseph P. McIntyre. In fact, he was the one, if you were in Bethlehem at that time in October of 1967, he actually went down to Washington DC, along with Fred Rooney who was our representative at that

time, and he brought Hubert Humphrey who was the Vice President here when the cornerstone was laid for Freedom High School, not Charlie Kline, Joe McIntyre did that. He has done so many things that they are just too numerous to mention. Far too numerous to mention. So if this matter has to go back to committee, please, please it shouldn't take more than two weeks. There isn't a person in the world who would say a bad thing about Joe McIntyre. So all I ask is if it does have to go back to committee, let's get it done quickly, promptly, and let's do the right thing and name the gym after Joseph P. McIntyre. There are plaques in Freedom High School at the beautiful new gym honoring scholar athletes, great people who contributed to athletics and to the Bethlehem Area School District, yet there is not name for the gym. Please do the right thing.

Director Faccinetto stated: This policy is up for a fourth reading and approval tonight and then can be discussed and moved forward on in committee in January at Facilities.

Director Faccinetto asked if anyone else would like to speak at Courtesy of the Floor.

FREEDOM HIGH SCHOOL STUDENT REPRESENTATIVE – Ms. Marisa Langley stated: Good evening everyone! The month of December is another exciting one for the students and staff of Freedom High School. From an academic standpoint everything is moving along as planned. Seniors have been rushing to get in their applications while others have begun to hear back from schools. The underclassmen have already started the course selection process for next year and are very enthusiastic about the courses that Freedom is offering. After summing up our third quarter shortly after Thanksgiving everyone is shocked that that we are already nearing the end of our first semester and preparing ourselves for a much needed winter break. Teachers are trying their best to finish up course curriculum so that students are able to properly prepare themselves for finals, which will be held next month.

STUDENT
REPRESENTATIVE
REPORTS

In addition to this there are various other extracurricular activities that have been keeping the Freedom family extremely busy. Everyone is very excited that the winter sports season is underway, and we were nothing less than ecstatic to have our first win in boys' basketball against Northampton this past Saturday with a buzzer beater. The game was nothing less than exciting. The choir and orchestra concert this past Friday night was a huge success. Our theater was packed, and there wasn't an empty seat in sight. This month Freedom also hosted their first black box theater event, where students were able to perform and share their artistic and musical abilities. It was highly impressive, and I was shocked to learn that I was attending schools with individuals with so many amazing hidden talents.

To wrap up the month the members of Student Council have planned their annual caroling trip to Country Meadows which is a joyous experience for all participants, and news of a winter formal planned by the members of the Rachel's Challenge Committee has gotten everyone excited! That's all for tonight! Thank you for your time and have a great evening.

LIBERTY HIGH SCHOOL STUDENT REPRESENTATIVE – Ms. Darah Donaher stated: Good Evening. As the holiday break is fast approaching, Liberty High School is getting in the spirit. This past weekend was the Liberty Theater production of *It's a Wonderful Life* that I hope many of you were able to attend. It was a great success and started off the season in a most wonderful way. We had our first cast meeting of *Les Miserable* today and rehearsals start tomorrow.

Last time we met, the Liberty Grenadier Band was in Hawaii, and they have all returned safe and sound, very appreciative of the educational and moving experience they had there. They played on the USS Arizona and USS Missouri, and also were able to meet with the 2007 LHS graduates that are now Navy shipmen there.

Staying on the music topic, this Friday at 7:30 and Sunday at 2:00 the annual Liberty Choral and Orchestra concert will take place in the auditorium for \$5. It is going to be a great way to get yourself in the holiday mood, with songs like *The First Noel* to *Jingle Bell Rock*. On Friday LHS is holding two incentive assemblies, first and second block for students. At the 2nd block concert we have senior citizens attend, many of who graduated from Liberty. Student Government provides the senior citizens with a luncheon after the concert, which is always a highlight for many students involved. Also in the music department, the select ensemble groups like acapella singers and women's' chorale have already started going to different venues to sing for the holidays. Places like Chriskindlemart and assisted living homes along with schools have asked these groups to come sing. Today, Acapella sang at the Greek Orthodox church for their senior citizen holiday lunch.

Liberty also hosted its Art Show in the Hurricane Gallery. The National Honor Society held its December Blood Drive in partnership with Miller Keystone Blood Center where many students at least 17 years old donated blood. Freshmen took tours of Vo-tech and course selection for next year has already started. The LHS student safety committee met and discussed important issues students are faced with regarding safety. They decided on a mission statement and are going to be providing Officer Walbert and Mrs. Durante with key points they think are the most important to address. Since it is the time for giving, this year is the year of giving. Each of our grade level offices at Liberty are sponsoring a Liberty family in need. The Life Skills students will be providing everything from soups to nuts. The meals, snacks, desserts, you name it, it's being provided. Student Government will be

wrapping gifts and Liberty High School as a whole has many different drives going on to help those in need this holiday season. And I would like to wish all of you a very safe and happy holiday. Respectfully submitted Darah Donaher

President Faccinnetto called for the approval of the minutes from the following meetings: November 21, 2011 – Regular Board Meeting; and December 5, 2011 – Board Reorganization Meeting.

APPROVAL OF
MINUTES

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

MOTION TO ACCEPT
MINUTES

President Faccinnetto called for a voice vote to approve the minutes. The motion was passed by a unanimous voice vote.

VOICE VOTE TO
ACCEPT MINUTES

Motion passes 8-0

President Faccinnetto called for the approval of the committee meeting minutes from the following meeting: November 7, 2011 - Board Curriculum Committee Meeting.

APPROVAL OF
COMMITTEE
MINUTES

Director Bonilla made a motion to accept the minutes which was seconded by Director Ortiz.

MOTION TO
ACCEPTCOMMITTEE
MINUTES

President Faccinnetto called for a voice vote to approve the Committee minutes. The motion was passed by a unanimous voice vote.

VOICE VOTE TO
ACCEPT MINUTES

Motion passes 8-0

President Faccinnetto called for approval of the Financial Report/Payment of Bills – Items 15, 16, and 17 .

FINANCIAL REPORT/
PAYMENT OF BILLS

Director Follweiler made a motion, seconded by Director Ortiz, to accept the Financial Report and Payment of Bills, (Item numbers 15, 16, and 17)

MOTION TO ACCEPT
FINANCIAL
REPORT/PAYMENT
OF BILLS

President Faccinnetto asked for a roll call vote on Items 15, 16, and 17.

ROLL CALL VOTE
ITEMS 15,16, and 17

The question was called with roll call as follows: Yea, Directors Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Vidanage and President Faccinnetto.

Motions pass 8-0

Director Faccinnetto stated: We had an executive session prior to this meeting where we dealt with legal and personnel items. Also I would like to take a moment in our first meeting since our Reorganization Meeting to thank Director Cann and Director Burkhardt for their past service as the board officers last year, and for Director Cann for agreeing to stay on for another year as the board Vice President. So thank you to both of you.

PRESIDENT'S
COMMUNICATIONS

Dr. Roy stated: I have a couple of quick things President Faccinnetto. First I want to remind the board and the public that we plan to hold a special meeting of the Board of Education next Monday night to fill the board vacancy that currently exists on the board, and that will be at the Education Center at 6:00 p.m.

SUPERINTENDENTS
REPORT/
RECOGNITION

Also, one note for the agenda for the public that under number 4 – nominations, we have a hand delivered item that is available, labeled page 4-1, #4 Nominations for Appointment to a position, and finally I am going to ask Mrs. Gober to share some good financial news with the board and with the public.

Mrs. Gober stated: Today we were able to close the refunded that the board had authorized previously in November where we had a 2001A bond issue in the amount approximately of \$5,000,000. We were able to utilize changes in the interest rates and generate savings on that refunding of \$402,657.45 net of all costs. So that is a very positive target for savings on that transaction was \$220,000, and again, we were able to realize \$402,000 on that issuance.

In a similar transaction which was the refunding of the Note with RBC on the 2007 Bonds, that is scheduled to close on December 15. The district had agreed, and the board had agreed that we would pay a portion of the closing costs on that issue which would be \$101,931.61, and that would then net the savings to the district of \$300,000 because we can utilize the savings on the 2001A refunding to pay for those other Note closing costs. If we also net out of that the \$77,000 that we incurred for terminated the swaption back in October, we are still ahead by net savings of \$223,725.

So, congratulations to the board on a series of successful transactions. Also, included in that was a confirmation of our bond rating that remained the same as it had in the prior transaction in the fall and underlying bond rating from Moody's of A1 and an A3 enhanced rating with a negative outlook on the overall bond issuance for the refunding that we just concluded today. The negative outlook that is on that is reflective of the Commonwealth's negative outlook that is part of the State Intercept Program, so because they are covering and insuring our payment of all bond issues their credit rating has an impact on ours as well. So, again, a very positive and successful day for the district.

President Faccinetto asked if anyone had any unfinished business they would like to bring up at this time. Seeing none we will move on to recommendations of the administration	UNFINISHED BUSINESS
President Faccinetto asked for a motion to accept the Recommendations of the Administration (Items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and the special hand carry item, page 4-1)	RECOMMENDATIONS OF THE ADMINISTRATION
Director Burkhardt made a motion to accept the Recommendations of the Administration. Director Cann seconded the motion.	MOTION TO ACCEPT RECOMMENDATIONS OF THE
President Faccinetto asked if there were any items to be pulled for discussion.	ADMINISTRATION
Director Follweiler stated: Item #8	ITEMS TO BE
Director McKeon stated: Item #11	PULLED
President Faccinetto asked for a roll call vote to accept Item #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1.	ROLL CALL VOTE ITEMS 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, AND
The question was called with roll call as follows: Yea, Directors Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Vidanage and President Faccinetto.	HAND CARRY ITEM PAGE 4-1
All motions pass 8-0	
Discussion Item #8 – See Agenda Page 10.	DISCUSSION ITEM #8
Discussion Item #11 – See Agenda Page 13.	DISCUSSION ITEM #11
President Faccinetto asked for a roll call vote on Item 8 and 11.	ROLL CALL VOTE ITEMS 8, AND 11
Yea, Directors Bonilla, Burkhardt, Cann, Follweiler, Nay, Item 8, Yea, Item 11, McKeon, Ortiz, Vidanage, and President Faccinetto.	
Motion 8 – Passes 7-1	
Motion 11 – Passed 8-0	

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° Information Item Only

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011

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1. *Field Trip Attendance*

RECOMMENDATION:

That the following overnight student trip for a student and a staff member be approved:

- | | | | |
|--|-----------------|---|--------|
| 1. | Jennifer Wescoe | January 8-10, 2012
(1 Freedom High School Student)
SADD Trip – Visit to the United States
Department of Transportation
Conference with Ray LaHood
Washington, DC | \$0.00 |
| All expenses paid by the National Youth Leadership Council | | | |

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011**Pg. 2****2. *Resignations*****RECOMMENDATION:***A. Instructional*

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Bryant, Julianne	Freedom Spanish Teacher	Retirement	January 18, 2012

B. Noninstructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Fonseca, Sally	Liberty Monitor	Retirement	December 6, 2011

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011**Pg. 3****3. *Leaves of Absence*****RECOMMENDATION:*****A. Instructional***

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Hood, Tanya	Nitschmann Social Studies Teacher	Family Medical Leave of Absence	November 3, 2011, intermittently, until the end of the day on November 3, 2012
2.	Lopez, Aracelys	Donegan Grade 2 Teacher	Family Medical/ Childrearing Leave of Absence	Family Medical Leave of Absence, continuing, December 5, 2011, until the end of the day on January 10, 2012 Childrearing Leave of Absence begins January 11, 2012, until the end of the 2011-2012 school year
3.	Manzo, Julie	District-wide (.5) Psychologist	Childrearing Leave of Absence	December 12, 2011, until the end of the 2011-2012 school year
4.	Oldt, Christine	Donegan Reading Specialist	Family Medical Leave of Absence	January 10, 2012, until the end of the day on February 10, 2012

RECOMMENDATION:***A. Instructional (continued)***

	NAME	ASSIGNMENT	REASON	EFFECTIVE
5.	Rogalewicz, Lisa	Thomas Jefferson Reading Specialist	Family Medical Leave of Absence	November 18, 2011, intermittently, until the end of the day on November 18, 2012
6.	Santana, Christine	Farmersville Grade 1 Teacher	Family Medical Leave of Absence	December 19, 2011, until the end of the day on December 23, 2011
7.	Scharnitz, Maureen	East Hills Speech Therapist	Family Medical Leave of Absence	November 14, 2011, intermittently, until the end of the day on November 14, 2012
8.	Walters, Naphtali	Governor Wolf Kindergarten/ Reading Teacher	Childrearing Leave of Absence	January 24, 2012, until the end of the 2011-2012 school year

B. Noninstructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Collins, Mary	Spring Garden Health Assistant	Family Medical Leave of Absence	November 11, 2011, until the end of the day on January 6, 2012

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011**Pg. 4****4. *Nominations*****RECOMMENDATION:*****A. Instructional***

The following instructional staff has been recalled for the 2011-2012 school year.

	EMPLOYEE	ASSIGNMENT	SALARY	EFFECTIVE
1.	Chemidlin, Lisa	Lincoln Grade 4 Teacher	\$44,800, prorated Bachelor's +15 Step 3	January 17, 2012
2.	Martinez, Louis	Freedom English Teacher	\$68,639, prorated Master's +45 Step 13	January 17, 2012

A. Instructional (continued)

**The following instructional staff has been recalled for the 2011-2012 school year.
(continued)**

	EMPLOYEE	ASSIGNMENT	SALARY	EFFECTIVE
3.	Ott, Jamie	Liberty English Teacher	\$44,256, prorated Bachelor's, Step 4	January 17, 2012
4.	Wills, Thomas	Farmersville Grade 2 Teacher	\$43,602, prorated Bachelor's, Step 3	January 17, 2012

B. Noninstructional

The following noninstructional staff has been recalled for the 2011-2012 school year.

	EMPLOYEE	ASSIGNMENT	SALARY	EFFECTIVE
1.	Rolly, Lori Ann	Hanover (.5) Teacher Assistant Special Education, Learning Support 3.5 hours daily	\$15.94 per hour	December 12, 2011

C. Miscellaneous

	NAME	ASSIGNMENT	SALARY
1.	Cruz, Jennifer	Bus Monitor	\$11.33 per hour
2.	Lyons, Matthew	Coach – Head Soccer Broughal	\$2,419.00
3.	McKellin, Janice	Coach – Assistant Soccer Broughal	\$1,572.00
4.	Hess, Jeremy	Coach – Assistant Soccer Nitschmann	\$1,335.00
5.	Fanger, Carl	Coach – Head Boys Basketball Northeast	\$3,870.00
6.	Prutzman, Hillary	Coach – Assistant Girls Basketball Liberty	\$4,272.00
7.	Dredge, Thomas	Coach – Assistant Wrestling Liberty	\$4,272.00

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011

Pg. 4-1

4. *Nominations***RECOMMENDATION:*****B. Noninstructional***

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Campbell, Theresa	Education Center Payroll Supervisor	\$49,923 Noninstructional Meet and Discuss Category G, Step 14	To be determined

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011**Pg. 5****4. Nominations****RECOMMENDATION:***C. Miscellaneous (continued)*

	NAME	ASSIGNMENT	SALARY
8.	Madouse, Ronald	Extracurricular Activity Advisor Freedom Future Business Leaders of America	\$376.00
9.	Gilrain, Jane	Young Playwright's Lab Freemansburg	\$33.79 per hour not to exceed 22.5 hours
10.	Williams, LaTanya	Substitute Monitor Freedom	\$9.52 per hour

D. Substitutes

INSTRUCTIONAL	NONINSTRUCTIONAL
Pail, Tiffany	Capuano, Donna
Preletz, Jayne	Michael, Susan
Redding, Mary	
Rodriguez, Maureen	

5. Reassignments**RECOMMENDATION:***A. Instructional*

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Pazzaglia, Kristen	From: Broughal (.4) French Teacher To: Freedom 1.0 French Teacher	\$44,800, prorated Bachelor's +15 Step 3	January 17, 2012

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011**Pg. 6****5. Reassignments****RECOMMENDATION:*****B. Noninstructional***

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Balderas, Mayra	From: Nitschmann, General Kitchen Help, lunch, 3.5 hours daily To: Liberty, General Kitchen Help, lunch 4.5 hours daily/ breakfast, 1 hour daily	\$13.15 per hour	December 13, 2011
2.	Bednarik, Adam	From: East Hills, (.5) Teacher Assistant To: District-wide, 1.0 Teacher Assistant, Special Education, one-on-one	\$14.94 per hour	November 1, 2011
3.	Cabrera, Nereida	From: Freedom, General Kitchen Help, lunch, 3.5 hours daily To: Northeast, Assistant Cook, 6.5 hours daily	\$15.06 per hour	December 13, 2011 contingent upon need of Charter School food service
4.	Cortez, Alice	From: Hanover, General Kitchen Help, lunch, 3.75 hours daily/ James Buchanan, General Kitchen Help, breakfast, 1.25 hours daily To: Hanover, General Kitchen Help, lunch, 3.75 hours daily/ East Hills, General Kitchen Help, breakfast, 1.5 hours daily	\$13.15 per hour	December 13, 2011

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011**Pg. 7****5. Reassignments****RECOMMENDATION:***B. Noninstructional (continued)*

	NAME	FROM/TO	SALARY	EFFECTIVE
5.	Kelly, Scott	From: Marvine, (.5) Supplemental Custodian To: Broughal, 1.0 Supplemental Custodian	\$9.00 per hour	December 13, 2011
6.	Mattox, Sharon	From: Freedom, General Kitchen Help, lunch, 4.5 hours daily/ breakfast, 2 hours daily To: Freedom, Assistant Cook, 6.5 hours daily	\$15.06 per hour	December 13, 2011
7.	Sanchez, Miriam	From: Spring Garden, General Kitchen Help, lunch, 3.75 hours per day To: Liberty, General Kitchen Help, lunch, 4.5 hours per day	\$13.47 per hour	December 13, 2011
8.	Weaver, Florence	From: Fountain Hill, General Kitchen Help, lunch, 3.25 hours daily To: Spring Garden, General Kitchen Help, lunch 3.75 hours daily	\$13.47 per hour	December 13, 2011

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011

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

INFORMATION:

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

Salary adjustments will be in accordance with the Base Step Salary Schedule of the Collective Bargaining Agreement for all categories listed as approved by the Board of School Directors for the 2011-2012 school year.

RECOMMENDATION:

That the administration be authorized to place the following employees on the appropriate salary lane in accordance with the Collective Bargaining Agreement effective September 1, 2011:

BACHELOR’S +15

Majewski, Jennifer – Liberty High School
Shay, Erin – Nitschmann Middle School

The administration’s recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

RECOMMENDATION OF THE ADMINISTRATION – December 12, 2011

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7. *Board Policy 006 – Meetings – Third Reading*

INFORMATION:

A revision to the Minutes section of Board Policy 006 – Meetings has been revised to reflect the procedure currently being used to record, transcribe, distribute, and post minutes of all Board meetings.

The first reading of Board Policy 006 occurred at the November 14, 2011, Board Human Resources Committee Meeting. The second reading occurred at the November 21, 2011, Regular Board Meeting.

RECOMMENDATION:

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

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

No. 006

BETHLEHEM AREA SCHOOL DISTRICT

First Reading – November 14, 2011, Board Human
Resources Committee Meeting
Second Reading – November 21, 2011, Regular
Board Meeting
Third Reading – December 12, 2011, Regular
Board Meeting

SECTION: LOCAL BOARD PROCEDURES

TITLE: MEETINGS

ADOPTED: November 15, 2004

REVISED: November 16, 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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006. MEETINGS - Pg. 2

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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006. MEETINGS - Pg. 3

	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.

006. MEETINGS - Pg. 4

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.
SC 421 65 PA. C.S.A. Sec. 701 et seq	Section 5. <u>Regular Meetings</u> 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.

006. MEETINGS - Pg. 5

65 PA. C.S.A. Sec. 701 et seq SC 426	The agenda for the regular meeting is delivered electronically 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. 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 the 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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006. MEETINGS - Pg. 6

65 PA. C.S.A. Sec. 701 et seq Pol. 903	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 advertised. The following shall be the order of business: - Roll Call - Pledge of Allegiance - Silent Meditation - Courtesy of the 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. 2. Appoint as Secretary to the Board of a district of the second class a school director who has resigned his/her office.
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	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).
SC 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.

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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 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.

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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. 801	All Board meetings are ~~tape~~ digitally recorded and the tapes are kept for two (2) years. The ~~tapes~~ recordings are transcribed by the Board Secretary's office and reduced to minute form for Regular Board Meetings, Special Board Meetings, Budget Workshops, and Budget Hearings. Twenty (20) copies of the minutes are run and are distributed to Board members, the solicitor, the Superintendent, and other key administrative personnel. When the minutes are completed, they are placed on a secure area on the District's website for the Board members to review prior to approval at a Board Meeting. A copy of the permanent Minute

006. MEETINGS - Pg. 10

	Book is kept on file in the Office of the Board Secretary, and are available on the District's website. The recordings of Board Committee Meetings are transcribed by the Cabinet member's office in charge of that committee and are reduced to an overview format of the Committee Meeting. When the committee minutes are completed, they are emailed electronically for the Board members to review prior to approval at a Board Meeting. A copy of the committee minutes are kept on file in the appropriate Cabinet member's office and are also available on the District's website. 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. 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.
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65 Pa. C.S.A.
Sec. 703, 709
Pol. 006

65 Pa. C.S.A.
Sec. 707, 708

006. MEETINGS - Pg. 11

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.
Pol. 006	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.
65 Pa. C.S.A. Sec. 703, 709 Pol. 006	Section 13. <u>Committee Meetings</u> a. Each committee will meet a minimum of one evening a month to discuss specific issues and major initiatives in its respective area. The responsible cabinet member for each individual committee will serve as the district's liaison and will generate the agenda with dialogue with the board chairperson prior to the meeting. The board chairperson will facilitate the meeting.
	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. 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 and the Superintendent. A majority of the Board or the chairperson may invite employees, consultants, or other persons who have special knowledge of the area under discussion.

006. MEETINGS - Pg. 12

	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
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RECOMMENDATION OF THE ADMINISTRATION – December 12, 2011**Pg. 10****8. *Board Policy 625 – Procurement – Third Reading*****INFORMATION:**

Board Policy 625 – Procurement has been created to reflect a new process which the District is implementing. The Board approved a Resolution at the October 17, 2011, Regular Board Meeting to participate in the EasyProcure Program, which is endorsed and sponsored by PSBA, PASA, and PASBO beginning in January 2012. This program allows the District to use procurement cards for permissible purchases and/or services to be purchased for the official use of the District by designated employees to improve the efficiency of purchasing activities, reduce processing expenses, improve controls for small-dollar purchases, and streamline vendor payment.

The first reading of Board Policy 625 occurred at the November 14, 2011, Board Human Resources Committee Meeting. The second reading occurred at the November 21, 2011, Regular Board Meeting.

RECOMMENDATION:

That the Board of School Directors approves Board Policy Number 625 – Procurement which is attached.

DISCUSSION ITEM #8

Director Follweiler stated: Item #8. I read very carefully through the entire policy, and while I think that it is going to be an ultimate savings to the district and the policy is very well written, I still am uncomfortable with the \$4,000 limit at the first go round of having a purchasing card so I will be voting no for that reason. I would rather see it go in at a lower limit. I understand that the authority levels are the same, I just would have gone at a lower limit. So, I will hope to see in the future that I am comfortable with it but right now I am not.

President Faccinnetto asked if there was any other discussion on Item #8.

Director Cann stated: Mrs. Gober just to respond to Director Follweiler's concern, I understand it would be very few people who would actually have a card that would be up to a \$4,000 limit, is that correct?

Mrs. Gober stated: That is correct. At this point, the intention would be that only select cabinet administrators would be allowed to have that level of authorization. Individual users would be far more restricted down to just not only the card level but the transaction level and the daily limit and monthly limits. So, there will be staged limitations on the amount of spending that would be permitted on a per user basis. The majority of which will not get anywhere near the \$4,000 limit.

Director Cann stated: So the only reason that the \$4,000 limit is put in there is so that it can encompass the administration level uses as well.

Mrs. Gober stated: Correct and allow thus the growth opportunity as we move into the program and really look to unfold it after we get ourselves comfortable with the pilot group.

Director Burkhardt stated: Just to confirm that this will now eliminate the \$2.98 washers that somebody has to buy at the local hardware.

Mrs. Gober stated: That is the intention, however, it is going to take us some time in order to actually roll it all the way out because it is our plan to start with a smaller group, make sure that the process is functional and that the cabinet level administrators understand the process and that it is working and then begin to roll it out. So, in time, yes those small purchases, the petty cash type purchases should be eliminated but because of our contemplated planned approach to implementation, there may be a little bit of carryover in that regard.

Director Burkhardt stated: The concept is not new to Bethlehem, I believe other districts have implemented this for a number of years.

Mrs. Gober stated: Yes there are many and I forget the number. Mrs. Mautino may remember how many other districts are already participating in this program. So it is evidenced, it is documented, and it has been proven from a school district perspective, we will not be the pioneers in this regard.

Director Ortiz stated: Is there a way that within the wording of the policy we could specify only the administrators?

Mrs. Gober stated: It is specified within the procedures that outlines again that each individual will have different limits based on their need and their utilization so it is not going to be carte blanche across the board. If that is something that the board wishes to have reporting on periodically while we roll out the program, we'd be happy to provide that for you so that you have some update as to how it is moving along.

Dr. Roy stated: I think that part of the goal is related to that is to provide greater efficiency and also to reduce the number of cash transactions with petty cash. So to provide greater controls as well so we can provide very detailed reports like that.

Director Follweiler stated: Just one more comment. As the conversation was going exactly what procurement cards are typically used for are the smaller transactions, the petty cash elimination and all those things, which brings me to my issue with having such a high limit, and I know the \$4,000 could be accumulation up to, but an item of that value, may warrant additional negotiations and things that may get overlooked by the procurement card. Again, I fully understand the process and Mrs. Gober I would appreciate occasional follow-ups on how it is being used and how much money we're saving by eliminating some of the check fees that might be associated with the smaller transactions.

Mrs. Gober stated: Part of the other consideration, or the other advantage or benefit of using these procurement is however, the rebate that would be shared with all of the districts based on your participating spend in the program. So there is an incentive for us through an additional rebate at the end of the year that can be an alternative revenue source that would benefit us in using the card for payment of transactions. Again, after they have gone through that same transaction approval that they would now in terms of quotations, purchase orders and so forth that would have gone through all of the same mechanisms that are currently there and then simply utilize the card as the payment for the transaction rather than the traditional accounts payable check process.

ROLL CALL VOTIE ITEM #8 AND #11

President Faccinnetto asked for a roll call vote on Item 8 and 11.

Yea, Directors Bonilla, Burkhardt, Cann, Follweiler,
Nay, Item 8, Yea, Item 11, McKeon, Ortiz, Vidanage, and President Faccinnetto.

Motion 8 – Passes 7-1

Motion 11 – Passed 8-0

No. 625

BETHLEHEM AREA SCHOOL DISTRICT

First Reading – November 14, 2011, Board
Human Resources Committee Meeting
Second Reading – November 21, 2011, Regular Board Mtg.
Third Reading – December 12, 2011, Regular Board Mtg.

SECTION: FINANCES

TITLE: PROCUREMENT

ADOPTED:

REVISED:

1. Authority 2. Definition 3. Delegation of Responsibility	625. PROCUREMENT CARDS The Board approves the use of procurement cards for permissible purchases and/or services to be purchased for the official use of Bethlehem Area School District by designated employees to improve the efficiency of purchasing activities, reduce processing expenses, improve controls for small-dollar and other purchases, and streamline vendor payment. The Board directs the administration to establish safeguards to prevent misuse of such cards. The Assistant to the Superintendent for Finance and Administration is authorized to issue district procurement cards. The Board shall purchase adequate insurance coverage for procurement card misuse. Procurement Card - A corporate charge card designed to reduce the cost and administrative burden of small-dollar purchases. A list of authorized users of procurement cards shall be maintained in the business office and shall include employees in designated positions. All use of procurement cards shall be supervised and monitored on a regular basis by the Building Principal/Supervisor and Business Office who shall ensure the use of such cards is in accordance with the funds budgeted for this purpose. Proper accounting measures for the use of procurement cards shall be developed, distributed, implemented, and monitored by the Business Office. An employee authorized to use a procurement card shall maintain adequate security of the card while it is in his/her possession. Under no circumstances may the card be used by another individual.
4. Guidelines Policy 317, 417, 517	Each employee using a district procurement card shall sign a card usage agreement and receive training on applicable policies and procedures. Procurement cards shall be used only for authorized district purchases and shall not be used for personal purchases or other use that is contrary to laws, regulations or internal policies. The district retains the authority to revoke any procurement card used for unauthorized or personal purposes. Violations of this policy by an employee shall result in disciplinary action, in accordance with Board policy. The established procedure for processing purchases by employees using procurement cards shall be as follows: 1. Employee deals directly with the “authorized” vendor, for any disputed transactions including sales tax.

625. PROCUREMENT CARDS – Pg. 2

School Code 510, 751, 807.1 Board Policy 317, 417, 517	2. Business office receives the consolidated invoice for payment. 3. Cardholder verifies receipt of purchased items, reconciles the billing statement with purchases, attaches receipts, and signs as correct. 4. Supervisor assigns appropriate account code, reviews the reconciled statement and signs to indicate approval, with receipts attached. 5. Business office will conduct random audits of cardholder statements to justify purchases. Purchases on his/her assigned procurement card by an individual employee shall not exceed the following: 1. Single transaction dollar limit up to \$4,000. A. Utilities or standard recurring payments initiated by the Board Secretary & Treasurer for improved efficiency shall be permitted above this limit as outlined in Policy 616§2. 2. Budget cycle limit established yearly. The following list includes but is not limited to items authorized for purchase, without obtaining bids or quotes, by employees using procurement cards: 1. Stationery, office supplies 2. Minor repair items 3. Computer equipment, parts and accessories 4. Food for use in curriculum 5. Food and specialty items for cafeteria 6. Industrial arts supplies 7. Recurring utility bills 8. Sheet music 9. Other authorized classroom materials Procurement cards shall not be used for purchases that could be anticipated at the beginning of the school year and would circumvent the required bidding process.
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**Policy #625, Procurement Cards
Attachment A**

**Bethlehem Area School District
Purchasing Card Acceptance Form**

This agreement is made and entered into as of the _____ day of _____, 2011 by and between Bethlehem Area School District and _____ (Employee).

In consideration of the issuance of the Bethlehem Area School District Purchasing Card to _____ (Employee), and for other good and valuable consideration, the Bethlehem Area School District and _____ (Employee) agree as follows:

USE – Employee agrees to use the Bethlehem Area School District Purchasing Card ("Card") solely for legitimate school business purchases and shall adhere to the Purchasing Policies and Procedures as set forth by the Bethlehem Area School District Board of Education.

SPENDING LIMIT – Employee shall not make purchases in excess of the monthly spending limit and in any event not more than the amount of funds set aside in their department budget.

CARD – Employee shall keep their card in a safe place to prevent fraudulent use, shall examine all receipts for accuracy before signing them and shall **keep all receipts and send all original receipts** to their School Principal or Administrative Supervisor by the end of each month. At no time should the card be given to any other staff member or student.

TRANSACTION LOG – Employee shall keep a transaction log of all purchases. If while reviewing their monthly statement, an Employee finds an inaccurate charge, then the Employee should make their best efforts to resolve the issue with the merchant first and then contact PNC Bank's Commercial Card Customer Service Group at 1-800-685-4039 to resolve the dispute. The transaction log and all original receipts should be attached to the monthly statement and forwarded to the School Principal or Administrative Supervisor within seven (7) days of receipt of the statement.

LOST OR STOLEN CARD – In the event that Employee's card is lost or stolen, the employee should first notify PNC Bank's Commercial Card Customer Service Group at 800-685-4039, and Nancy Mautino, Assistant Director of Business Affairs at 610-861-0500, ext. 60256, immediately. The lost or stolen card will be canceled immediately and the district will issue a new card.

MISUSE – Employee understands and acknowledges that improper use of the card may result in cancellation, disciplinary action, or termination of employment.

REASSIGNMENT/LEAVE OF EMPLOYMENT – If the Employee is re assigned or leaves employment with the Bethlehem Area School District, the employee will surrender the card to the School Principal or Administrative Supervisor.

This agreement contains the entire agreement with respect to the subject matter hereof. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Each of the parties hereby consents to the exclusive personal jurisdiction of the Commonwealth Court, and Federal courts located in the Commonwealth of Pennsylvania, in connection with any matter relating to or arising under this agreement.

BETHLEHEM AREA SCHOOL DISTRICT

EMPLOYEE

Business Administrator Signature

Employee Signature



**Policy #625, Procurement Cards
Attachment B**

**Bethlehem Area School District
Purchasing Card**

Reminder about Sales Tax:

The District is exempt from paying any State of Pennsylvania (and generally all other states') sales and/or use tax, even if the purchase is made with the PNC Purchasing Card. The District's sales tax exemption number is printed on the front of the PNC card. **It is the responsibility of the Cardholder to make the vendor aware that the sale transaction will be tax exempt prior to processing the sale.**

If the vendor charges sales tax, the Cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax. Do not permit the vendor to issue cash to settle a sales tax error. If you have a problem with any vendor about sales tax, please contact me.

Documentation/Receipts (Required by auditors):

For all transactions, the Cardholder must retain the original customer's copy of the charge slip, along with the detail receipt, which identifies every item purchased and the corresponding item cost. For telephone or online orders, the cardholder must retain the receipt and packing slip. The account number or a narrative description of the account/project/building/department to be charged must be written on each receipt.

Each month you will receive a copy of your statement all **original receipts and packing slips** must be attached and returned in a timely manner.

If no receipts are included, it will be considered a personal item and the cardholder will be required to reimburse the District.

A Sales tax exempt form can be requested from Melanie Bath, Purchasing, at 610-861-0500 extension 60264. **The form and number is for School District Use ONLY. It is not to be used or given to: PTO's, Booster Clubs, Home Room Moms, etc.....**



Bethlehem Area School District

Procedures Manual

Procurement/Purchasing Card

PURPOSE

To provide guidance on the proper use of the Bethlehem Area School District's Purchasing Card and establish procedures, which meet the following criteria:

- Provide an efficient and cost effective method of purchasing and paying for goods and services.
- Reduce the use of petty cash, blanket purchase orders, and prepaid purchase orders.
- Ensure Purchasing Card purchases are in accordance with the procedures of the District and Pennsylvania Statutes.
- Reduce the time and money spent processing low dollar transactions.
- Ensure that the District bears no legal liability from inappropriate use of Purchasing Cards.
- Provide for disciplinary action if the Purchasing Cards are misused.

SCOPE

These procedures will apply to all Bethlehem Area School District employees participating in the program.

BACKGROUND

Bethlehem Area School District is making available to designated employees delegated authority to make minor purchases directly through a Purchasing Card Program. This will allow departments flexibility to purchase small routine materials and supplies.

Certain controls have been developed for the Purchasing Card that does not exist in a traditional credit card. These controls ensure that the card is used only for specific purchases, within the spending limits and merchant code restrictions.

CARD DESCRIPTION

The Purchasing Card shall contain the Bethlehem Area School District's logo, "Bethlehem Area School District", Cardholder's name, tax exemption number and an expiration date. The Card has been uniquely designed to avoid confusion with personal credit cards.

The Business Administrator will set limits for each cardholder: The limits shall, generally, be as follows:

All cardholders:

Single per Transaction Limit:	TBD (but less than \$1,000)
Transactions/Authorizations per Day:	Every
Billing Cycle (Monthly) Limit:	TBD (but less than \$4,000)

Purchases beyond the "Single per Transaction Limit" must be made in accordance with the State Statutes. The Purchasing Card may be used as a method of payment for purchases exceeding \$4,000. Such exceptional purchases will conform to the Pa. School Code and require the appropriate approval of the immediate supervisor prior to purchase.

Charges for purchases shall not be split to stay within the single purchase limit. Splitting charges will be considered abuse of the Purchasing Card Program and a clear violation of the Pa. School Code.

1. DEFINITIONS

Account Clerk--Employees designated by District Administrator to be responsible for the reconciliation, documentation and account coding of Purchasing Card transactions for a specified group of Cardholders.

Bank--The financial institution, which has entered into an agreement with the District to provide the Purchasing Card Program (currently PNC).

Billing Cycle--The monthly billing period that begins on a set date of each month and ends on the same day the following month, with a fifteen day (15) grace period before payment is due.

Capital Equipment--Assets with a cost of \$4,000 or more and a useful life of one year or more, including but not limited to furniture, equipment, vehicles, and computer hardware.

Cardholder Agreement--Visa's terms and conditions that define Cardholder use of the Purchasing Card.

Credit Log--Summary sheet upon which the Cardholder and/or Account Clerk records the details about credits to the Purchasing Card purchases. Information to be recorded includes the reference or order number, date of original transaction, date of credit transaction, purchase description, and dollar amount of the credit.

Merchant Category Code (MCC) Limit--A method to control where spending is allowed. All Visa merchants are assigned an industry-specific MCC code, which the District can restrict from Purchasing Card access. Once an MCC code is blocked, all merchants within that category will be declined.

Monthly Limit--The maximum dollar value of charges a Cardholder is authorized to make during the billing cycle.

Purchasing Card--A charge card issued to an employee for the purpose of purchasing small dollar items.

Purchasing Card Administrator--The Assistant Director of Business Affairs is responsible for the administration of the Purchasing Card Program. An alternate will also be assigned.

Single Purchase Limit--The maximum value of charges a cardholder is authorized to make during a single transaction.

2. How It Works

- The District Administrator authorizes the issuance of a Purchasing Card to an employee.
- The Assistant Director of Business Affairs coordinates issuance of a Purchasing Card to an employee.
- A Cardholder presents goods or services for purchase to a vendor who accepts VISA.
- The vendor processes the card information to obtain authorization for the purchase.
- The Bank receives the transaction information electronically from Visa.
- The Bank verifies the account number and spending control limits on the card.
- The Cardholder receives the merchandise and a copy of the receipt.
- The Cardholder maintains the original receipt for monthly remittance to the Account Clerk.
- The vendor receives payment for the merchandise within 3 days.
- The Account Clerk receives a monthly memo statement for reconciliation and payment certification.
- The Account Clerk reconciles all purchases and credit activity to the memo statement, along with supporting documentation, and forwards it to Business Office.
- Business Office receives a consolidated monthly statement for each billing cycle. The Assistant Director of Business Affairs pays the Bank via ACH.

3. Responsibilities

A. Cardholder is responsible for the following:

- * Holding and securing the Purchasing Card and card number.
- * Buying supplies and services.
- * Informing vendor of tax-exempt status prior to processing sale transaction.
- * Collecting and saving sales receipts.
- * Writing the account number, or narrative description of the account/project to be charged, on the back of each receipt or on the optional transaction log.
- * Receiving and inspecting all ordered materials and services.
- * Reporting discrepancies to vendor.

- * Reviewing/verifying charges with the Account Clerk.
- * Submitting statements and receipts to the Account Clerk by department deadline.
- * Complying with Bethlehem Area School District's policy and procedures.

B. Account Clerk is responsible for the following:

- * Matching receipts and supporting documentation with the weekly statement.
- * Identifying and handling disputed charges.
- * Maintaining a copy of the Credit Log sheets and verifying all credits are posted.
- * Verifying/assigning account codes.
- * Signing the memo statement (ensuring sufficient budget dollars are available) and forwarding it along with the statements, receipts, packing slips and other supporting documentation as required, to Business Office.

C. District Administrator is responsible for the following:

- * Designating Account Clerk and communicating it to the Business Administrator.
- * Requesting Purchasing Cards.
- * Evaluating the need to cancel or reissue cards.
- * Collecting revoked cards from Cardholders and remitting to the Business Administrator.

D. Assistant Director of Business Affairs is responsible for the following:

- Reviewing and communicating to the Bank all Purchasing Card requests and changes to card limits.
- Training Cardholders.
- Coordinating the issuance and cancellation of cards.
- Maintaining program policy and procedures, Cardholder guides and/or manuals and all Cardholder application forms.
- Maintaining a list of all current Account Clerks.
- Pursuing supplier discount opportunities.
- Evaluating Purchasing Card feedback from suppliers.
- Coordinating and maintaining internal controls.
- Coordinating program policy issues.
- Participating in ongoing program reviews.
- Participating in resolving billing disputes.
- Monitoring program for compliance with all Bethlehem Area School District's policy and procedures and recommending disciplinary action to the Director of Business Affairs.
- Monitoring the program's aggregate monthly spending relative to the aggregate established credit limit with the Bank for potential required increases.
- Receiving approved monthly statements and supporting documentation from all Account Clerks.
- Performing a pre-audit over receipts and charges.
- Paying charges from the monthly-consolidated statement.
- Filing monthly statements and supporting documentation.
- Reconciling monthly statements for 1099 reporting.
- Responsible for conducting periodic audits and reporting findings.

E. Bank is responsible for the following:

- * Activating and deactivating Purchasing Cards at the request of the Business Administrator.
- * Paying suppliers.
- * Controlling pre-defined Cardholder limits.
- * Providing monthly statements and reporting information.
- * Providing duplicate copies of sales receipts in case of disputed charges.
- * Providing customer service.

4. Processes

A. Requesting a Purchasing Card

- 1 Purchasing Cards will be issued to Bethlehem Area School District employees who frequently purchase low-dollar goods or services.
- 2 All requests for Purchasing Cards must be submitted by the respective Department Head to the Business Administrator on a Purchasing Card Application Form. No credit checks are made against individual Cardholders.
- 3 The Assistant Director of Business Affairs will review the application and, if approved, coordinate the issuance of the Purchasing Card with the respective Department Head, and notify the Cardholder of the next available Purchasing Card training session.
- 4 The Bank issues the Purchasing Card and mails it to the Assistant Director of Business Affairs. The Assistant Director of Business Affairs will write "See photo ID" in the signature space on the back of each card.
- 5 The Cardholder attends a mandatory Purchasing Card Program training session, signs the Cardholder Agreement form, receives a Purchasing Card, VISA Cardholder Agreement, and a copy of the Purchasing Card Operational Regulation.
- 6 The Cardholder Agreement form will be retained in the Business Office.

B. Modifying Purchasing Card Limits

- 1 All requests for modifications to Cardholder limits must be submitted by the Department Head to the Business Administrator by updating a copy of the Cardholder's original Purchasing Card Application Form.
- 2 The Business Administrator reviews the modification and, if approved, submits it to the Assistant Director of Business Affairs for processing.

C. Using the Purchasing Card - General Information

The Cardholder may pick up supplies or services, or place an order for these by telephone, facsimile or electronically. Internet purchases must be made over a secured transmission. The supplies or services must be immediately available for pick up, shipped or delivered within the monthly billing cycle. The order should not be placed without this assurance. No **back ordering** is allowed when using the Purchasing Card.

Telephone Orders: The Cardholder must confirm that the vendor will charge the Purchasing Card when shipment is made so that receipt of the supplies may be certified on the weekly statement. This is also a requirement of the vendor's contract with Visa.

Prohibited Purchases: The Purchasing Card is to be used for Bethlehem Area School District authorized purchases only. The Purchasing Card cannot be used for any personal use. The Cardholder is the only person authorized to use their assigned Purchasing Visa Card.

The following supplies and services **shall not be purchased** with the Purchasing Card:

- * Personal Items
- * Cash Advances
- * **Items Stocked in BASD Inventories**
- * Building Repairs
- * **Capital Equipment**
- * Medical Services
- * Legal Services
- * Cellular Phone
- * Gifts
- * Federal or State funded projects
- * Any other restrictions that may be placed by the Business Administrator

Some cards may not have such restrictions if it is deemed to be in the District's best interest. Such a determination requires approval by the Business Administrator.

Dollar Limits: A purchase may be made up of multiple items, but the total invoice (including shipping) cannot exceed Cardholders purchase limit. All purchases over \$4,000 must be made by a separate purchase order under Bethlehem Area School District's purchasing procedures. Charges for purchases shall not be split to stay within the single purchase limit. Splitting charges will be considered abuse of the Purchasing Card Program.

In order to accommodate emergencies, purchases exceeding \$4,000 may be made using the Purchasing Card as a method of payment. Such **exceptional** purchases will conform to the Pa. School Code and require the appropriate approval.

Sales & Use Tax: The District is exempt from paying any State of Pennsylvania (and generally all other states') sales and/or use tax, even if the purchase is made with the Purchasing Card. The District's sales tax exemption number is printed on the front of the Purchasing Card. **It is the responsibility of the Cardholder to make the vendor aware that the sale transaction will be tax exempt prior to processing the sale.**

If the vendor charges sales tax, the **Cardholder** must contact the vendor and obtain a credit equal to the amount of the sales tax. **Do not permit the vendor to issue cash to settle a sales tax error.** If you have a problem with any vendor about sales or any other tax, please contact the Assistant Director of Business Affairs.

Documentation: For all transactions, the Cardholder must retain the original customer's copy of the charge slip, along with the detail receipt, which identifies every item purchased and the corresponding item cost. For telephone orders, the Cardholder must retain the receipt and/or packing slip. The Cardholder must also write the account number, or a narrative description of the account/project to be charged, on the back of each receipt.

Missing Documentation: Where supporting documentation is missing, the Cardholder must contact the vendor and request a duplicate receipt. If the Cardholder is still unable to obtain documentation they must contact the Assistant Director of Business Affairs. **Failure to provide adequate documentation will result in disciplinary action and employees may be required to make payment for such transactions.**

Credit Log: The Cardholder must keep a Credit Log of items returned to the vendor to verify credit is received for returns. Reductions in a Purchasing Card sale amount due to mistake, decrease in quantity, price discount, or erroneous charging of sales tax must also be noted on the Credit Log.

Denied Purchase: The Cardholder may report a denied point of sale or other rejected purchases to the Account Clerk. The Account Clerk must advise the Assistant Director of Business Affairs of any known denied Cardholder purchase. Information to be provided includes Cardholder name and account number, vendor and date of declined sale. The Assistant Director of Business Affairs shall inquire into the denied sale, take appropriate action and report back to the Account Clerk. If a vendor refuses to accept a Purchasing Card, the Cardholder should report this fact to the Account Clerk, who will forward this information to the Assistant Director of Business Affairs. District purchasing procedures apply to the Purchasing Card as well. If you have any questions, please contact Purchasing prior to purchase.

Funding: You must follow your department's administrative funding procedures to ensure that sufficient funds are available **prior** to making a purchase.

Use of the Purchasing Card does not relieve you from complying with Federal, State, Local laws, Statutes, regulations, or District policies and procedures.

For every purchase made, the respective Cardholder must be prepared to substantiate necessity or official use. Misuse of the Purchasing Card shall be subject to the immediate revocation of Purchasing Card privileges. The respective Department Head, Assistant Director of Business Affairs, and Supervisor of Human Resources will handle resolution of situations involving improper use of the Purchasing Card.

Questions: Questions regarding Purchasing Card procedures should be directed to the Assistant Director of Business Affairs.

D. Reconciling Statements

- 1 **The Bank** will provide monthly memo statements for verification of charges and reconciliation.
- 2 **The Cardholder** is responsible for securing and delivering all necessary documentation (sales receipts, etc.) for every transaction to the Account Clerk. Receipts and related documentation are to be secured and delivered to the Account Clerk. Each Cardholder is responsible for ensuring the subject receipts clearly show what has been purchased and at what price. Sales receipts that do not provide sufficient information must be supplemented with documentation from the vendor at the time of purchase. If a receipt is missing, it is the Cardholder's or Account Clerk's responsibility (depending on the circumstances) to contact the subject vendor and request a duplicate receipt and appropriate documentation. **In the event the receipt cannot be secured, the Cardholder may be personally liable for the cost of the subject transaction and may be subject to disciplinary action.**
- 3 **The Account Clerk** must review the Cardholder's memo statement, verify the purchases were for a proper public purpose and verify/assign the account codes. Receipts and related documentation are to be secured and delivered to the appropriate Account Clerk. Such receipts will be reconciled with a monthly transaction report sent to Business Office on a monthly basis. Transactions involving fraud, disputed charges, and employee misconduct must be reported to the Assistant Director of Business Affairs and brought to the attention of Business Office.

Unauthorized purchases will result in disciplinary action and the employee will be required to make payment for any such transaction. When purchases are questioned, the Account Clerk is responsible for resolving the issue with the Cardholder. If the Account Clerk is not satisfied that the purchase was necessary and for official use, the Cardholder must provide either a credit voucher proving the item(s) were returned for credit or a personal check made payable to the Bank for the full amount of the purchase, plus applicable sales tax. Checks must be sent along with the statement to Business Office, with an explanation of why the violation occurred.

The Account Clerk must also prepare and sign the statement, certifying they have reviewed all transactions for propriety, as well as budget availability, and forward it along with the Cardholder monthly memo statements, receipts and other documentation as required, to Business Office. Please submit receipts in the same order as they appear on the statement.

E. Resolving Returns and Credits, Disputes and Erroneous Charges

A dispute occurs when a Cardholder questions a transaction that has been charged to their account. The Cardholder will initially contact the merchant in question about the transaction and seek to resolve the matter by requesting or supplying information as necessary. If the matter is not resolved immediately, the Cardholder will notify the Assistant Director of Business Affairs, in writing, to request the charge be disputed. The Assistant Director of Business Affairs will refer the matter to the Bank for disposition.

As a result of the dispute, the District remains obligated to pay for the disputed item(s). However, the next statement will be reduced by the amount of the disputed item(s) and the Bank will resolve the matter within 90 days.

F. Reporting a Lost or Stolen Purchasing Card

If a card is lost, stolen, or misplaced during normal working hours, the Cardholder must immediately notify the Assistant Director of Business Affairs. If a card is lost, stolen or misplaced outside normal working hours, the Cardholder must immediately notify the Bank directly and notify the Assistant Director of Business Affairs the next working day. Upon such notification, access to the card will be immediately blocked. A new card will be mailed for the Cardholder on the next business day after receiving the notification at no cost to the Cardholder or the District.

G. Purchasing Card Termination

Terminated Employees: District Administrators must immediately notify the Assistant Director of Business Affairs and Account Clerk of terminated employees. The Assistant Director of Business Affairs is required to notify the Bank to cancel the card of a terminated employee within 24 hours of such termination.

During the exit interview, the respective District Administrator will obtain the Purchasing Card from the terminated employee. District Administrator must notify the Assistant Director of Business Affairs when Purchasing Cards belonging to terminated employees are not returned.

District Administrators must destroy returned Purchasing Cards by cutting the cards in two and must deliver them to the Assistant Director of Business Affairs. The Assistant Director of Business Affairs must remit destroyed cards to the Bank.

Revocation of Card: Purchasing Card privileges may be revoked upon the Cardholder's failure to follow District's policy and procedures. The respective Department Head, the Assistant Director of Business Affairs and the Account Clerk will coordinate the revocation of Purchasing Cards. The Assistant Director of Business Affairs will immediately notify the bank to cancel any such cards.

The District Administrator will obtain the revoked Purchasing Card from the employee. The District Administrator must destroy the returned Purchasing Card by cutting it in two and must deliver it to the Assistant Director of Business Affairs. The Assistant Director of Business Affairs must remit destroyed cards to the Bank.

H. Violations

The following actions are prohibited:

- * Purchases of items specifically prohibited by policy.
- * Purchases that exceed the Purchasing Card limits.
- * Not reporting lost or stolen cards.
- * Purchases from vendors that create a conflict of interest, (i.e., purchases from companies owned or operated by District employee(s) and/or their relatives, etc.).
- * Inadequate record keeping and/or documentation of purchases.
- * Acceptance of cash in lieu of a credit to the statement.
- * Splitting of purchases within the single purchase limit.

Failure to comply with this procedure may result in employee removal from the Purchasing Card Program and other disciplinary action as appropriate.

RECOMMENDATION OF THE ADMINISTRATION – December 12, 2011

Pg. 11

9. *Board Policy 701.1 – Naming of Facilities – Fourth Reading*

INFORMATION:

After Board discussions at the August and September Board Human Resources Committee Meetings, Board Policy 701.1 – Naming of Facilities has been revised to provide a more detailed policy by incorporating the provisions and distinctions of naming rights with regard to Naming Rights in Consideration, Naming Rights in Recognition, Granting Naming Rights, Transferability, Limit of Naming Rights, and Early Termination of Naming Rights.

The first reading of Board Policy 701.1 occurred at the October 10, 2011, Board Human Resources Committee Meeting where there were no questions or changes from the Board.

The second reading occurred at the November 14, 2011, Board Human Resources Committee Meeting where there were no questions or changes from the Board.

At the third reading of this policy at the November 21, 2011, Regular Board Meeting, a question was raised by a Board member who asked that this item be tabled. The vote for the tabling of this item was passed by an 8-1 vote. After Board discussion, it was agreed that the administration would make the corrections as directed by the Board and that the policy be brought back to the December 12, 2011, Regular Board Meeting.

RECOMMENDATION:

That the Board of School Directors approves the revisions to Board Policy Number 701.1 – Naming of Facilities which is attached.

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

No. 701.1

BETHLEHEM AREA SCHOOL DISTRICT

First Reading- Oct. 10, 2011, Board Human Resources Comm. Mtg
Second Reading – Nov. 14, 2011, Board Human Resources Comm.
Mtg

Third Reading – Nov. 21, 2011, Regular Board Meeting
Fourth Reading – Dec. 12, 2011, Regular Board Meeting

SECTION: PROPERTY

TITLE: NAMING SCHOOL DISTRICT
FACILITIES

ADOPTED: March 19, 2007

REVISED:

701.1. NAMING SCHOOL DISTRICT FACILITIES	
1. Purpose	The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities and property. This policy establishes an equitable process by which the Board of School Directors can assume its responsibility for naming school facilities.
2. Authority	Prior to formal action by the Board, the nomination shall be referred to the Superintendent and followed by review of the Facilities Committee. Subsequent to discussion and consideration, the committee, if the nomination is found to be acceptable, will make a recommendation on the nomination to the Board for formal action. The Board of School Directors or its designee shall determine and/or approve the naming title, all design considerations such as colors, shapes, and sizes along with the location of any and all signage or fixtures to be displayed in and/or on school facilities and/or equipment. Once a facility/piece of property has been officially named, it shall not be renamed except for compelling reasons to be determined by the Board. The district shall not grant a naming right without the informed consent of the named party or the named party's legal representative. The Board deserves the right, in all cases, to refuse to name a particular facility/piece of property.
3. Guidelines	There are two (2) circumstances in which naming rights may be granted: Naming Rights In Consideration and Naming Rights In Recognition. The following criteria may be considered when naming school facilities: <u>Naming Rights In Consideration</u> "Naming Right In Consideration" is in consideration of financial contributions, sponsorship or other commercial transactions. Naming rights may be granted in return for provision to the district of an appropriate financial contribution or sponsorship, including provision or supply of equipment, materials, land or services.

701.1. NAMING SCHOOL DISTRICT FACILITIES - Pg. 2

	It is expected that a specific agreement about the nature of naming right would be drawn up between the parties or their representatives. Such agreement will include the length of the defined period of time the agreement will be in effect and such agreement to be governed by the provisions of this policy. All such agreements are subject to the district's requirements for contracts, as set forth in the School Code and related regulations, including bidding requirements for district contracts. Nothing in this policy shall be construed as to provide a provider of goods, services or financial contributions as an automatic naming right. All such rights are subject to the Board approval under the terms of this policy. <u>Naming Rights In Recognition</u> "Naming Rights In Recognition" is in recognition of any significant contributions to the district that it wishes to honor. These contributions can be financial or other gifts from donors, or meritorious service, and is at the sole discretion of the Board in agreement with the party or their representatives. Naming rights may be granted at the sole discretion of the Board. One (1) of the following three (3) criteria must be fulfilled in order for the granting of naming rights in recognition to be considered: 1. Recognition of outstanding service to the district; or outstanding service to the Bethlehem Area School District community. 2. Recognition of the achievement(s) of distinguished alumni. 3. Recognition of a noteworthy financial or other contribution from a donor (be it way of donation, bequest, sponsorship, etc.), such contribution being voluntary and not rendered in consideration of the granting of naming rights. The district may solicit suitable donations from the advocates of such recognition, particularly if the request comes from other than family members. The granting of naming rights in recognition is at the sole discretion of the Board, with the agreement of the party or their representatives. <u>Granting Naming Rights</u> In granting naming rights, either in consideration or in recognition, due regard should be taken of the need to maintain an appropriate balance between commercial considerations and the role which names of buildings and space play in contributing to the district's sense of identity as well as in assisting students, staff and visitors to orient themselves within the campus/facility.
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701.1. NAMING SCHOOL DISTRICT FACILITIES - Pg. 3

	Any and all entitlements and attributions granted in conjunction with naming rights, including but not limited to signage, must be approved by the Board prior to installation in or on school district property. Any permanent or nonpermanent fixtures shall become the sole property of the Bethlehem Area School District. The granting of naming rights must always be consistent with Bethlehem Area School District vision, mission and shared purpose. The long-term effects of the naming rights must be considered. The department/school affected by the naming right to be granted must be consulted before any decision is made. The school district may provide many opportunities for the naming of buildings, components of buildings, auditoriums, gymnasiums, playgrounds, fields, laboratories, classrooms, equipment and any and all other property owned by the school district. For a facility to be named after a person, that person shall be of exemplary moral character; have made an outstanding contribution to education, humanity or community; or have displayed outstanding leadership; or be a person of historical significance. It shall be the responsibility and right of the Board to determine whether the person meets these criteria. These criteria must include a specific "waiting period" to be determined by the Facilities Committee during consideration of the application. The Board reserves the right to revoke the name should it discover information about the individual that would lead to the individual not meeting the requirements set forth herein. Facilities may be named after major contributors to the district. The Board will evaluate the financial value of naming rights based on a review of the market for naming rights. If named after a company, group and/or product must, as determined by the Board, have and maintain an exemplary record and positive public image. The Board reserves the right to revoke the name should it discover information about the company, group and/or product that would lead to the individual not meeting the requirements set forth herein. <u>Transferability</u> Naming rights in consideration may be traded by mutual agreement between all parties. Traded is identified as "to exchange or swap one naming right for another." For example, when a company changes its name, the naming right may be changed or "traded" to reflect the new name. Naming rights in recognition may not be traded. The district may, as it deems necessary, require the company to provide compensation for the costs of any such change. If the company refuses to or does not
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701.1. NAMING SCHOOL DISTRICT FACILITIES - Pg. 4

	provide compensation for such costs, the district reserves the right to remove the name due to the fact that it no longer represents the company who received the naming rights. <u>Limit Of Naming Rights</u> <i>On The Part Of The District –</i> The district's right to use the name and other brand elements of the named party shall only be permitted by express agreement with the named party. <i>On The Part Of The Named Party –</i> The named party after whom a building or facility is named shall have no rights to the purpose to which that building or facility is applied unless provided for in the specific contract between the parties. The district will not agree to any condition in contract that could unnecessarily limit the following: progress towards the district's mission and purpose, statutory obligations, or the local authority of the Bethlehem Area School District Board of School Directors. In turn, the named party shall bear no liability in respect of that building or facility unless provided for in the specific contract between the parties. Any such limits must be included in any naming right agreement. <u>Early Termination Of Naming Rights</u> <i>Termination By The District –</i> The Bethlehem Area School District shall have the authority to revoke the naming of a facility for compelling reasons as determined by the Board of School Directors at anytime. Any prepaid financial contributions will be proportionally refunded except in the case of termination prompted by a company or product's tarnished public image. <i>Termination By The Named Party –</i> The named party may without refund of consideration, at its sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date upon request to the Board of School Directors. The named party will be responsible for expenses associated with the remediation of signage due to their termination of the agreement.
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701.1. NAMING SCHOOL DISTRICT FACILITIES - Pg. 5

	References: School Code – 24 P.S. Sec. 510
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RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011 Pg. 12**10. *Special Education – Student #0959530 – Settlement Agreement*****INFORMATION:**

The parents of Student Number 0959530 of the Bethlehem Area School District, who is eligible for special education under the Individual Disabilities Education Act (IDEA), along with the Bethlehem Area School District, met to discuss issues surrounding the Free and Appropriate Public Education (FAPE) of this student. Both parties met in an attempt to achieve an amicable resolution to the disputes in an effort to avoid complex time-consuming due process litigation and to move forward in the best interest of the child.

This information was reviewed with the Board during Executive Session on November 21, 2011.

RECOMMENDATION:

That the Board of School Directors approves the Settlement Agreement and Release all disputes between the Bethlehem Area School District and the parents on behalf of Student Number 0959530.

Account Code and Name: General Fund 1290820 Other Special Education-Judgments
General Fund 2310820 Board Services-Judgments
Account Balances: \$ -0- (Transferred amounts reflected in Budgetary Transfers (9))

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011 Pg. 13**11. *Supplemental Educational Service Agreements*****INFORMATION:**

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

Service Agreements have been developed for Sylvan Learning Center, Right Reason Technologies, and Bright Light Education to provide services to participating SES students in Broughal Middle School, Donegan Elementary School, and Fountain Hill Elementary School.

This item was reviewed with the Board at the December 5, 2011, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached service agreements with the Sylvan Learning Center, Right Reason Technologies, and Bright Light Education for Supplemental Educational Services as mandated by *No Child Left Behind* for participating SES students in Broughal Middle School, Donegan Elementary School, and Fountain Hill Elementary School.

Account Code and Name: Title I 1190320 Supplemental Education Services
Account Balance: \$297,204

DISCUSSION ITEM #11

Director McKeon stated: Item #11 – I have a question, on these vendors for this services agreement, who gets those. Is that done at a state level, local level?

Dr. Roy stated: To provide the services under the supplemental educational services you have to be approved by the Department of Education.

Director McKeon stated: I don't know what kind vetting they do, I would have concerns if I had district employees that were in the decision making process of each one of those tutorial services, and I see one is out of Jersey City which strikes me as odd. I would think they would be able to make a killing within their own school district up there.

Dr. Roy stated: One of the things which I would like to look at is what steps the district we would have to take to be approved to provide these services ourselves because we're mandated to make them available, and I think our students would benefit from having the tutoring in house if that is possible.

Mrs. Tate stated: Parents are the ones who select. They are sent home a booklet with all the State approved tutoring services available through the supplemental education services, and they actually are the ones who identify which provider they would like to utilize and then the agreements are made up as a result of that. Dr. Silva and I today talked about the possibility of applying to be our own agency and our own provider for our students. That application becomes available in the spring for the following year.

Director McKeon stated: Thank you for that information which says to me we have to provide stringent oversight on this type of vendor because if they are just given a booklet with a list of potential vendors, and again my concern is I have somebody out of Jersey City providing through somebody.

Mrs. Tate stated: I inquired about that and have spoken with the director and they provide satellite services and one thing that is important to note that they constantly send reports to my office, and I review them to document the time spent, the material, and that information is also shared with the principal and the classroom teacher.

Director Vidanage stated: Section 11 regarding the special educational services agreement. Do we have any control of the type of instructor they hire in the sense that I know for sure, they may charge us \$45, but they pay them like \$15? What they do is they take anybody that comes to their door basically, and they give a test. Just by passing a test I don't think it is a requirement, you really have to know how to teach the material, so we have to be aware of the fact that since we pay some money that we get the best for our buck. So I think we should be able to basically have a voice on what type of tutors they will be providing us with their background, and so forth. They can't just give anybody and everybody who walks through the door a job.

Mrs. Tate stated: I think we also do depend on the fact that they are state approved, and they have gone through a somewhat rigorous approval process, and then we do rely on that as our basis for securing the agreements, that state approval.

Director Ortiz stated: So what he means is that we don't have any control on the hiring?

Mrs. Tate stated: The hiring is done by the provider, but we do review the material and the actual work that is being done with the children.

Director Ortiz stated: It would be a wonderful thing if we would be able to become our own system because we have the best teachers here so that would be wonderful.

Director Vidanage stated: I can give you any type of PowerPoint. That is not the issue. The issue is that they will promise you the moon, but we want to make sure that we are getting the right people to do the job. So we have to be very careful on whom we pick to come and do this. Like any other profession it is not the content, but you need to know how to get to the level of the student to teach the subject, that is what is very important.

Director Ortiz stated: Like Mrs. Tate stated we have no control over the hiring process because the state already went through that with them, but if we are able to have our own system, then we are going to have more control. I think that is the best.

Director Follweiler stated: As I understand the legal aspect of it, the parent has the right to choose the organization. So if the school district becomes certified that is really just another choice for the parent, they are not obligated to use an organization within a certain mile. As long as the state has certified the organization, the parent can select.

Mrs. Tate stated: That is correct.

Director Follweiler stated: So our due diligence is to follow that all organizations including ourselves if we get certified are on the listing at the state. Do we provide that list to the parents?

Mrs. Tate stated: Yes

Director Follweiler stated: Then we provide the list of all eligible organizations to the parents?

Mrs. Tate stated: Yes, we do send a letter home in English and in Spanish, and we sent the booklet home listing all of them and also advise them that they are on the Pennsylvania Department of Education website. So they can get information from that source as well and then they decide which provider they would like to engage for their child's tutoring.

President Faccinnetto asked: Mrs. Tate how often is this utilized? Is this a widely accessed program?

Mrs. Tate stated: This year we have 40 students who are going to be receiving tutoring, and we are required to issue that letter and that invitation for parents in the fall and again in the spring. Last year we had far fewer, but then we had more tutoring services that we were providing through Pennsylvania PACT.

ROLL CALL VOTIE ITEM #8 AND #11

President Faccinnetto asked for a roll call vote on Item 8 and 11.

Yea, Directors Bonilla, Burkhardt, Cann, Follweiler,

Nay, Item 8, Yea, Item 11, McKeon, Ortiz, Vidanage, and President Faccinnetto.

Motion 8 – Passes 7-1

Motion 11 – Passed 8-0

APPENDIX D

Bethlehem Area School District

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into at the Bethlehem Area School District this 1st day of December, 2011, by and between the School Board of Bethlehem Area School District, hereafter referred to as the "Board," and Sylvan Learning Center, hereafter referred to as the "Provider."

WITNESSETH:

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

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

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

1. The Provider will perform the professional services described in the attached scope of work and specifications attached hereto and made a part of this agreement as Attachments A, B, and C.
2. The Provider shall perform these services described on Attachments A, B, and C, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be in the amount of \$49.00 per hour, not to exceed \$1,185.00 per student who is provided Supplemental Educational Services.
4. The Board's representative for purposes of administration of this agreement shall be Mrs. Janet Tate, whose position is Supervisor of Grants.

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

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

10. The Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, and the Americans with Disabilities Act of 1990.

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

11. Provider will not receive reimbursement for travel expenses.
12. This agreement may be amended or extended by mutual written consent of the parties.
13. The Board reserves the right to cancel this agreement upon a thirty (30)-day written notice should funds no longer be available due to budget reductions imposed by the federal government, if the Pennsylvania Department of Education revokes approval of the Supplemental Educational Services Provider, or if the Board determines that the Provider is unable to meet the specified goals and timetables.
14. The Board reserves the right to cancel this agreement upon a thirty (30) day written notice if the determination is made by the Board that the Provider disclosed to the public the identity of any student who is eligible for, or receiving educational services, without the written permission of the parents/legal guardians of the student.
15. The Board may cancel this agreement due to non-performance of work described in Attachments B and C, upon giving seven (7) days written notice.
16. Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 and 1526.
17. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the Pennsylvania Department of Education by the Provider shall remain the property of the Board/State.
18. This agreement shall be effective on the day and the date first above written and shall expire on June 30, 2012, unless extended or canceled as provided herein.

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

Witnesses:

Board of _____

By _____

Title: BASD Board President

By _____
(Signature of Provider)

Type Name: Douglas Babbin

Type Title: Executive Center Director

ATTACHMENT A
SCHOOL BOARD OF
Bethlehem Area School District

GENERAL CONTRACTOR INFORMATION

CONTRACTOR: Sylvan Learning Center
1104 Van Buren
Easton, PA 18045
610-250-7110
Taxpayer Identification Number: 06-164-8447

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

TIME PERIOD: Start Date: December 1, 2011 Completion Date: June 30, 2012

PAYMENT AMOUNT: \$49.00 per hour; not to exceed \$1,185.00 per student

PAYMENT TERMS:

Payment shall be completed on a monthly basis. The Provider will submit an invoice by the 10th of the month for tutoring hours completed during the prior month. If a student is absent and no services are provided, no payment will be made for that student.

SOURCE OF FUNDS: Title I

SCHOOL RECEIVING SERVICES: Broughal Middle School
Donegan Elementary School
Fountain Hill Elementary School

BOARD REPRESENTATIVE: Janet D. Tate, Supervisor of Grants

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

	<u>Executive Center Director</u>
(Signature of Provider)	Title

ATTACHMENT B SCOPE OF SERVICES

1. Statement of Work:

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

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

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

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

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

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

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

2. Key Personnel:

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

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

Notification of Nondiscrimination

As an equal rights and opportunities agency, the Bethlehem Area School District will not discriminate in its educational and vocational programs, activities, or employment practices based on race, color, national creed, age, sex, ancestry, union membership, sexual orientation, gender identity, national origin, disability, or because the employee is a victim of a violent crime (including crimes involving domestic violence). The announcement of this policy is in accordance with state and federal laws, including Title VI, Title IX, and Section 504.

ATTACHMENT C MONITORING PLAN

1. Goals and Objectives:

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

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

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

2. Delivery or Performance Schedule:

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

3. Plan for Performance Measurement:

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

4. Contract Monitoring Plan:

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

APPENDIX D

Bethlehem Area School District CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into at the Bethlehem Area School District this 1st day of December, 2011, by and between the School Board of Bethlehem Area School District, hereafter referred to as the "Board," and Right Reason Technologies, hereafter referred to as the "Provider."

WITNESSETH:

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

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

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

1. The Provider will perform the professional services described in the attached scope of work and specifications attached hereto and made a part of this agreement as Attachments A, B, and C.
2. The Provider shall perform these services described on Attachments A, B, and C, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be in the amount of \$45.00 per hour, not to exceed \$1,185.00 per student who is provided Supplemental Educational Services.
4. The Board's representative for purposes of administration of this agreement shall be Mrs. Janet Tate, whose position is Supervisor of Grants.

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

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

10. The Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, and the Americans with Disabilities Act of 1990.

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

11. Provider will not receive reimbursement for travel expenses.
12. This agreement may be amended or extended by mutual written consent of the parties.
13. The Board reserves the right to cancel this agreement upon a thirty (30)-day written notice should funds no longer be available due to budget reductions imposed by the federal government, if the Pennsylvania Department of Education revokes approval of the Supplemental Educational Services Provider, or if the Board determines that the Provider is unable to meet the specified goals and timetables.
14. The Board reserves the right to cancel this agreement upon a thirty (30) day written notice if the determination is made by the Board that the Provider disclosed to the public the identity of any student who is eligible for, or receiving educational services, without the written permission of the parents/legal guardians of the student.
15. The Board may cancel this agreement due to non-performance of work described in Attachments B and C, upon giving seven (7) days written notice.
16. Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 and 1526.
17. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the Pennsylvania Department of Education by the Provider shall remain the property of the Board/State.
18. This agreement shall be effective on the day and the date first above written and shall expire on June 30, 2012, unless extended or canceled as provided herein.

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

Witnesses:

Board of _____

By _____

Title: BASD Board President

By _____
(Signature of Provider)

Type Name: Thomas Schmitt

Type Title: Partner

ATTACHMENT A

SCHOOL BOARD OF
Bethlehem Area School District

GENERAL CONTRACTOR INFORMATION

CONTRACTOR: Right Reason Technologies
3864 Adler Place, Suite 200
Bethlehem, PA 18017
877-778-8277
Taxpayer Identification Number: 23-307-3657

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

TIME PERIOD: Start Date: December 1, 2011 Completion Date: June 30, 2012

PAYMENT AMOUNT: \$45.00 per hour; not to exceed \$1,185.00 per student

PAYMENT TERMS:

Payment shall be completed on a monthly basis. The Provider will submit an invoice by the 10th of the month for tutoring hours completed during the prior month. If a student is absent and no services are provided, no payment will be made for that student.

SOURCE OF FUNDS: Title I

SCHOOL RECEIVING SERVICES: Broughal Middle School
Donegan Elementary School
Fountain Hill Elementary School

BOARD REPRESENTATIVE: Janet D. Tate, Supervisor of Grants

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

(Signature of Provider) Partner
Title

ATTACHMENT B SCOPE OF SERVICES

1. Statement of Work:

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

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

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

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

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

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

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

2. Key Personnel:

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

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

Notification of Nondiscrimination

As an equal rights and opportunities agency, the Bethlehem Area School District will not discriminate in its educational and vocational programs, activities, or employment practices based on race, color, national creed, age, sex, ancestry, union membership, sexual orientation, gender identity, national origin, disability, or because the employee is a victim of a violent crime (including crimes involving domestic violence). The announcement of this policy is in accordance with state and federal laws, including Title VI, Title IX, and Section 504.

ATTACHMENT C MONITORING PLAN

1. Goals and Objectives:

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

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

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

2. Delivery or Performance Schedule:

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

3. Plan for Performance Measurement:

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

4. Contract Monitoring Plan:

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

APPENDIX D

Bethlehem Area School District

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into at the Bethlehem Area School District this 1st day of December, 2011, by and between the School Board of Bethlehem Area School District, hereafter referred to as the "Board," and Bright Light Education, hereafter referred to as the "Provider."

WITNESSETH:

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

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

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

1. The Provider will perform the professional services described in the attached scope of work and specifications attached hereto and made a part of this agreement as Attachments A, B, and C.
2. The Provider shall perform these services described on Attachments A, B, and C, according to the schedule indicated therein.
3. The price and consideration for which this agreement is made shall be in the amount of \$45.00 per hour, not to exceed \$1,185.00 per student who is provided Supplemental Educational Services.
4. The Board's representative for purposes of administration of this agreement shall be Mrs. Janet Tate, whose position is Supervisor of Grants.

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

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

10. The Provider agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, and the Americans with Disabilities Act of 1990.

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

11. Provider will not receive reimbursement for travel expenses.
12. This agreement may be amended or extended by mutual written consent of the parties.
13. The Board reserves the right to cancel this agreement upon a thirty (30)-day written notice should funds no longer be available due to budget reductions imposed by the federal government, if the Pennsylvania Department of Education revokes approval of the Supplemental Educational Services Provider, or if the Board determines that the Provider is unable to meet the specified goals and timetables.
14. The Board reserves the right to cancel this agreement upon a thirty (30) day written notice if the determination is made by the Board that the Provider disclosed to the public the identity of any student who is eligible for, or receiving educational services, without the written permission of the parents/legal guardians of the student.
15. The Board may cancel this agreement due to non-performance of work described in Attachments B and C, upon giving seven (7) days written notice.
16. Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 and 1526.
17. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the Pennsylvania Department of Education by the Provider shall remain the property of the Board/State.
18. This agreement shall be effective on the day and the date first above written and shall expire on June 30, 2012, unless extended or canceled as provided herein.

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

Witnesses:

Board of _____

By _____

Title: BASD Board President

By _____
(Signature of Provider)

Type Name: Rhonda Sumter

Type Title: CEO/Director

ATTACHMENT A

SCHOOL BOARD OF Bethlehem Area School District

GENERAL CONTRACTOR INFORMATION

CONTRACTOR: Bright Light Education
43 Eastern Parkway, Floor 1
Jersey City, NJ 07305
201-345-7135
Taxpayer Identification Number: 27-395-2767

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

TIME PERIOD: Start Date: December 1, 2011 Completion Date: June 30, 2012

PAYMENT AMOUNT: \$45.00 per hour; not to exceed \$1,185.00 per student

PAYMENT TERMS:

Payment shall be completed on a monthly basis. The Provider will submit an invoice by the 10th of the month for tutoring hours completed during the prior month. If a student is absent and no services are provided, no payment will be made for that student.

SOURCE OF FUNDS: Title I

SCHOOL RECEIVING SERVICES: Broughal Middle School
Donegan Elementary School
Fountain Hill Elementary School

BOARD REPRESENTATIVE: Janet D. Tate, Supervisor of Grants

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

(Signature of Provider) CEO/Director
Title

ATTACHMENT B SCOPE OF SERVICES

1. Statement of Work:

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

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

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

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

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

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

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

2. Key Personnel:

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

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

Notification of Nondiscrimination

As an equal rights and opportunities agency, the Bethlehem Area School District will not discriminate in its educational and vocational programs, activities, or employment practices based on race, color, national creed, age, sex, ancestry, union membership, sexual orientation, gender identity, national origin, disability, or because the employee is a victim of a violent crime (including crimes involving domestic violence). The announcement of this policy is in accordance with state and federal laws, including Title VI, Title IX, and Section 504.

ATTACHMENT C MONITORING PLAN

1. Goals and Objectives:

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

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

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

2. Delivery or Performance Schedule:

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

3. Plan for Performance Measurement:

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

4. Contract Monitoring Plan:

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

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011

Pg. 14

12. *Bethlehem Area Vocational-Technical School Joint Committee Appointment*

INFORMATION:

The Bethlehem Area School District is entitled to five representatives to serve on the Joint Committee of the Bethlehem Area Vocational-Technical School (BAVTS) for a three-year term. At the November 21, 2011, Regular Board Meeting, the Board appointed Mr. William Burkhardt and Mrs. Aurea Ortiz to fill the two vacancies on the BAVTS Joint Committee.

At the December 5, 2011, Board Finance Committee Meeting, Mr. Burkhardt announced that he will not be able to serve on the BAVTS Joint Committee.

RECOMMENDATION:

That the Board of School Directors rescinds the appointment of Mr. William Burkhardt and appoints Mr. Basilio Bonilla to the Bethlehem Area Vocational-Technical School Joint Committee for a three-year term which will expire at the end of December 2014.

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011**Pg. 15****13. *Approval of Fuel Oil Bid with Colonial Intermediate Unit 20 Joint Purchasing Board for the 2012-2013 School Year*****INFORMATION:**

Following review of the past pricing for fuel oil between the Bethlehem Area School District single entity in-house bid and the bids received for the Colonial Intermediate Unit 20 consortium, it is recommended that for the 2012-2013 school year the district continue to participate in the consortium bid. Since the fuel market has become so volatile and costly in the past several years, large volume contracts and keen market timing have proven to be critical in saving dollars. By adding our volume to the remainder of the Colonial Intermediate Unit 20, the district can leverage our buying power and be more attractive to vendors who might provide aggressive pricing to achieve the guaranteed contract. By having the latitude to award the bids as close to the bid opening as possible insures that the pricing is valid and not subject to spot market fluctuations.

It is therefore recommended that the administration be authorized to participate in the Northampton/Monroe/Pike County Joint Purchasing Board bid and pricing analysis which will be opened December 14, 2011, at 12:30 p.m., reviewed immediately following by all district participants and awarded by the Colonial Intermediate Unit 20 Board of School Directors that evening at their December 2011 Regularly Scheduled Monthly Board Meeting. The bid recommendation as awarded will then be presented to the district's Board of School Directors for ratification on January 23, 2012, following the Colonial Intermediate Unit 20 action.

This item was reviewed with the Board at the December 5, 2011, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors accepts and approves the vendor(s) for fuel oil for the 2012-2013 school year as to be recommended by the Northampton/Monroe/Pike County Joint Purchasing Board and to be approved by the Colonial Intermediate Unit 20 Board of School Directors at their December 2011 Regularly Scheduled Monthly Board Meeting.

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011

Pg. 16

14. *Bid Award - 2012 Oil, Grease, Transmission Fluid, and Gear Lube*

INFORMATION:

Bids were received and publicly opened at noon, Tuesday, November 29, 2011, for Oil, Grease, Transmission Fluid, and Gear Lube to service our transportation fleet. 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 the period January 1, 2012, through December 31, 2012, to the lowest responsible bidder meeting specifications as indicated on the attached Tabulation of Bids.

Oil, Grease, Transmission Fluid, and Gear Lube

Craft Oil Corp.
837 Cherry Street
Avoca, Pennsylvania 18641

PPC Lubricants
305 Micro Drive
Jonestown PA 17038

Account Code and Name: General Fund 2720620 Transportation Oil/Diesel
Account Balance: \$442,763

The administration's recommendations Items #1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, and special hand carry item page 4-1 were considered together.

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: November 29, 2011

December 12, 2011

**TABULATION OF BIDS
FOR
OIL, GREASE, TRANSMISSION FLUID, AND GEAR LUBE**

	Craft Oil Corp.	Macmillan Oil Co.	PPC Lubricants
15W - 40 Engine Motor Oil - per gallon	\$7.25	\$8.87	\$7.94
5W-30 Engine Motor Oil - DEXOS-1-per 5 gal container	\$21.91 *	\$82.00	\$50.85
Multi-purpose Automotive Grease 120 lb drum	\$228.38	\$275.00	\$652.00
Automotive Transmission Fluid Dexron II - per 55 gal. drum	\$440.08	\$510.00	\$381.70
Synthetic Transmission Fluid Dexron V - per 55 gal. drum	\$1,294.20	\$930.00	\$706.20 **
Gear Lube 85W-140 API GL-5 - per 55 gal. drum	\$497.02	\$560.00	\$590.15
Prema Lube - per 420 lb. drum	No Bid	No Bid	\$2,822.00 **

BID AWARD

4 specifications mailed
3 bids received

*bidding 6 quarts/case only - not as specified/**no award - not as specified

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011

Pg. 17

15. *Budgetary Transfers*

RECOMMENDATION:

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

Director Follweiler made a motion, seconded by Director Ortiz, to accept the Financial Report and Payment of Bills, (Item numbers 15, 16, and 17)

President Faccinetto asked for a roll call vote on Items 15, 16, and 17.

The question was called with roll call as follows: Yea, Directors Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Vidanage and President Faccinetto.

Motions pass 8-0

*Bethlehem Area School District
2011-12 Budget Transfers*

December, 2011

FROM ACCOUNT	DESCRIPTION	TO ACCOUNT	DESCRIPTION	AMOUNT	REASON
10-2200580-000-353-000-53	Support Svcs Instr-Travel	10-1100894-000-353-000-53	Student Fee Instr Related Evnt	\$ 132.00	Math Competition Registration
10-3300329-411-100-000-00	Prof Ed Serv Othr-Comm Svc	10-1190323-411-100-000-00	Prof Serv Ed Agency-Other Inst	\$ 15,000.00	Title I SES
10-1100442-000-242-550-GP	Photo Copier-Instr	10-1290442-000-242-550-GP	Photo Copier-Other Support	\$ 692.13	2 Realign budget to actual location
10-1100442-000-244-550-GP	Photo Copier-Instr	10-1290442-000-244-550-GP	Photo Copier-Other Support	\$2,085.39	2 Realign budget to actual location
10-1430121-000-100-000-SS	Homebound Instr-Salaries Prof	10-1290820-000-300-000-AA	Judgmts - Special Education	\$ 20,000.00	8 Settlement Agreement
10-1100582-000-241-000-41	Reg Instr-Travel-Student Trips	10-1340580-000-241-000-41	Travel-Home Ec	\$ 39.96	4 Intra-district Travel
10-2110610-000-000-000-SS	Pupil Personnel Supplies	10-2120122-000-242-000-SS	Prof Ed Sub Sal-Guidance Serv	\$ 180.00	SAP Training
10-2110610-000-000-000-SS	Pupil Personnel Supplies	10-2120324-000-350-000-SS	Prof Ed Svcs-Reg Fees Guidance	\$ 30.00	SAP Registration
10-2120580-000-353-000-53	Travel-Guidance	10-2120618-000-353-000-53	Guidance -Admin Software	\$ 75.00	On-line Software
10-2190610-000-200-116-SS	Other Pup Pers-General Supplies	10-2120894-000-350-000-50	Guidance Std Registration	\$ 2,000.00	8 PSAT Test Student Paid
10-1450610-000-200-000-SS	Bfr/Aft/Schl-General Supplies	10-2120894-000-350-000-50	Guidance Std Registration	\$ 3,768.00	8 PSAT Test Student Paid
10-5900840-000-000-000-AC	Budgetary Reserve	10-2310820-000-000-000-AA	Board Svcs Judgements	\$ 28,000.00	9 Settlement Agreement
10-2840442-000-000-550-GP	Photo Copier-Data Processing	10-2380442-000-105-550-GP	Photo Copier-Principal Off	\$ 1,647.00	3 Realign budget to actual location
10-2840442-000-000-550-GP	Photo Copier-Data Processing	10-2380442-000-109-550-GP	Photo Copier-Principal Off	\$ 2,252.64	3 Realign budget to actual location
10-2840442-000-000-550-GP	Photo Copier-Data Processing	10-2380442-000-112-550-GP	Photo Copier-Principal Off	\$ 2,060.64	3 Realign budget to actual location
10-2840442-000-000-550-GP	Photo Copier-Data Processing	10-2380442-000-114-550-GP	Photo Copier-Principal Off	\$ 1,940.52	3 Realign budget to actual location
10-2840442-000-000-550-GP	Photo Copier-Data Processing	10-2380442-000-116-550-GP	Photo Copier-Principal Off	\$ 2,756.52	3 Realign budget to actual location
10-2440750-000-000-000-SS	Equip-Orig/Add-Nursing Svcs	10-2490610-000-000-000-EH	Supplies-Health Svcs-Medical	\$ 5,000.00	1 AED-electrodes
10-2440760-000-000-000-SS	Equip-Replacement-Nursing Svcs	10-2490610-000-000-000-EH	Supplies-Health Svcs-Medical	\$ 509.12	1 AED-electrodes
10-2500330-000-000-313-GC	Othr Prof Serv-Business Offc	10-2500810-000-000-313-GC	Dues And Fees-Business Offc	\$ 112,018.00	Bank fees prev net against int inc
10-1100760-000-353-000-53	Equip Replacement-Instr	10-2600432-000-353-000-53	Rep/Maint-Equipment	\$ 937.00	Fitness Equipment Repair
10-2380610-000-353-000-53	Principal Off-General Supplies	10-3210530-000-353-000-53	Communications-Student Act	\$ 1,150.00	Std Engagement Circle Brkfst
10-1100610-000-353-000-53	Repair/Main Equip/Music/Inst	10-3210582-000-353-000-53	Travel-Field Trip-Student Activity	\$ 79.00	Celtic Parade-truck cost

Numbers in Footnote Correspond to Agenda and Variances in Condition of the Budget

*Bethlehem Area School District
2011-12 Budget Transfers*

December, 2011

FROM ACCOUNT	DESCRIPTION	TO ACCOUNT	DESCRIPTION	AMOUNT	REASON
10-1100648-000-353-000-53	Ed Software/Lic Fee	10-3210894-000-353-000-53	Student Fee Instr Related Evnt	\$ 210.00	PMEA Chorus Registration
10-2260640-000-353-000-53	Book/Periodicals- C&I	10-3210894-000-353-000-53	Student Fee Instr Related Evnt	\$ 324.00	Northampton Chorus Fest Reg.
10-3300610-411-000-000-00	Comm Svcs-General Supplies	10-3300123-411-129-000-00	Comm Svc-Teacher Salary	\$ 337.90	5 Title I -Parent Activity
10-2440760-000-000-000-SS	Equip-Replacement-Nursing Svcs	10-3300131-000-000-000-SS	Comm Svcs-Nurse Salary	\$ 354.81	5 Flu Clinic
10-2440760-000-000-000-SS	Equip-Replacement-Nursing Svcs	10-3300189-000-000-000-SS	Comm Svc Health Asst Salary	\$ 160.37	5 Flu Clinic
10-2440760-000-000-000-SS	Equip-Replacement-Nursing Svcs	10-3300220-000-000-000-GD	Comm Svc-FICA	\$ 39.21	6 Flu Clinic
10-3300610-411-000-000-00	Comm Svcs-General Supplies	10-3300220-411-129-000-00	Comm Svc-FICA	\$ 25.85	6 Title I -Parent Activity
10-2440760-000-000-000-SS	Equip-Replacement-Nursing Svcs	10-3300230-000-000-000-GD	Comm Svc-Retirement	\$ 44.56	6 Flu Clinic
10-3300610-411-000-000-00	Comm Svcs -General Supplies	10-3300230-411-129-000-00	Comm Svc-Retirement	\$ 29.23	6 Title I -Parent Activity
10-2730590-000-530-340-NT	Serv Purch Local-Cross Guards	10-3300590-000-530-340-NT	Comm Svcs-Cross Guards	\$ 116,474.29	7 Recode per Auditor

Numbers in Footnote Correspond to Agenda and Variances in Condition of the Budget

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011

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16. *Treasurer's Report*

RECOMMENDATION:

That the Board of School Directors approves the attached Treasurer's Report.

Director Follweiler made a motion, seconded by Director Ortiz, to accept the Financial Report and Payment of Bills, (Item numbers 15, 16, and 17)

President Faccinetto asked for a roll call vote on Items 15, 16, and 17.

The question was called with roll call as follows: Yea, Directors Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Vidanage and President Faccinetto.

Motions pass 8-0

Bethlehem Area School District
Treasurer's Report
November 30, 2011

	Beginning Balance October 31, 2011	Receipts	Disbursements	Ending Balance November 30, 2011
Fund				
10 - General	59,083,431.61	10,110,710.29	14,764,755.10	54,429,386.80
22 - Capital Reserve	438,719.00	-	-	438,719.00
29 - Athletics	149,648.50	26,185.00	61,581.40	114,252.10
30 - Bond Fund	367,337.01	-	1,259.86	366,077.15
50 - Food Service	537,290.12	294,071.81	296,049.28	535,312.45
52 - Daycare	557,419.44	216,885.43	164,964.75	609,340.12
70 - Scholarships	174,083.92	-	-	174,083.92
71 - Self Insurance	1,411,489.07	2,330,324.67	2,074,797.30	1,667,016.44
81 - Student Activity	143,945.43	-	-	143,945.43
\$	62,863,364.10	\$ 12,978,177.00	\$ 17,363,407.69	\$ 58,478,133.41

	10 - General	22 - Capital Reserve	29 - Athletics	30 - Bond Fund	50 - Food Services	52 - Day Care	70 - Scholarship	71 - Self Insurance	81 - Student Activity	Total
Summary of Receipts										
Federal	385,736.92	-	-	-	26,756.94	-	-	-	-	412,493.86
State	1,825,607.35	-	-	-	2,671.86	-	-	-	-	1,828,279.21
Local	7,991,994.97	-	26,185.00	-	294,642.81	216,885.43	-	2,330,324.67	-	10,730,032.88
Interest Earned	7,371.05	-	-	-	-	-	-	-	-	7,371.05
Total	10,110,710.29	-	26,185.00	-	294,071.61	216,885.43	-	2,330,324.67	-	\$ 12,978,177.00

	10 - General	22 - Capital Reserve	29 - Athletics	30 - Bond Fund	50 - Food Services	52 - Day Care	70 - Scholarship	71 - Self Insurance	81 - Student Activity	Total
Summary of Disbursements										
Payroll/Benefits	6,835,007.33	-	50,215.68	-	275,009.13	135,612.95	-	2,074,797.30	-	9,370,642.39
Operating Expenditures	7,692,339.58	-	11,365.72	1,259.86	21,040.15	29,351.80	-	-	-	7,755,357.11
Debt Service	237,408.19	-	-	-	-	-	-	-	-	237,408.19
Total	14,764,755.10	-	61,581.40	1,259.86	296,049.28	164,964.75	-	2,074,797.30	-	\$ 17,363,407.69

	Wells Fargo	PSDLAF	Bank of America	Report of Depositories PA IN/EST	PLGIT	KNBT	BTFQU	Total
10 - General	38,752,419.28	11,458,160.86	2,002,285.17	2,139,735.03	78,786.46	-	-	54,429,386.80
22 - Capital Reserve	-	438,719.00	-	-	-	-	-	438,719.00
29 - Athletics	-	107,906.10	6,346.00	-	-	-	-	114,252.10
30 - Bond Fund	-	366,077.15	-	-	-	-	-	366,077.15
50 - Food Service	95,396.10	439,916.35	-	-	-	-	-	535,312.45
52 - Daycare	-	609,340.12	-	-	-	-	-	609,340.12
70 - Scholarships	-	10,646.78	-	-	-	-	-	10,646.78
71 - Self Insurance	632,586.34	1,034,430.10	-	-	-	118,042.03	45,395.13	1,740,839.22
81 - Student Activity	-	143,945.43	-	-	-	-	-	143,945.43
Total	39,480,401.72	14,609,141.87	2,008,631.17	2,139,735.03	78,786.46	118,042.03	45,395.13	\$ 58,478,133.41

This report represents the monthly cash balances and transactions by fund as represented in the various bank accounts. Budgetary position is not reflected here but on the Condition of the Budget Report where a fiscal year position and encumbrances are shown.

Outstanding Investment Summary
November 30, 2011

<u>Fund</u>	<u>Bank or Institution</u>	<u>Type</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Term</u>	<u>Principal Invested</u>	<u>Par Value</u>	<u>Interest Rate</u>	<u>Market Yield</u>	<u>Interest Receivable</u>
General	PSDLAF	CD PSDLAF Collateralized CD Pool Term	11/08/11	01/10/12	50	\$17,000,000.00	\$17,000,000.00	0.200%		\$5,868.49
	PSDLAF	CD PSDLAF Collateralized CD Pool Term	09/27/11	01/10/12	105	\$10,000,000.00	\$10,000,000.00	0.210%		\$6,041.10
	PSDLAF	CD PSDLAF Collateralized CD Pool Term	09/30/11	01/10/12	102	\$15,000,000.00	\$15,000,000.00	0.210%		\$8,802.74
	PLGIT	First Place Bank CD	08/24/11	08/24/12	365	\$248,000.00	\$248,000.00	0.550%		\$1,012.72
	PLGIT	Israel Discount Bank of NY CD	08/24/11	08/24/12	365	\$248,000.00	\$248,000.00	0.550%		\$1,012.72
	PLGIT	Onwest Bank CD	08/24/11	08/24/12	365	\$248,000.00	\$248,000.00	0.510%		\$939.07
	PLGIT	Privatebank & Trust Co CD	08/24/11	08/24/12	365	\$248,000.00	\$248,000.00	0.500%		\$933.44
						\$42,992,000.00	\$42,992,000.00			\$24,610.28
	General Total									
Bond		None				\$0.00	\$0.00			\$0.00
Bond Total										
Scholarship	Bank of Amer	Certificate of Deposit	02/23/11	11/23/11	270	\$46,795.13	\$46,795.13	0.350%		\$122.84
	KNBT	Ready Access CD	05/27/11	06/28/12	390	\$118,521.01	\$118,521.01	0.350%		\$449.39
Scholarship Total										
						\$165,316.14	\$165,316.14			\$572.23

RECOMMENDATIONS OF THE ADMINISTRATION – December 12, 2011 Pg. 19

17. *Monthly Bills*

INFORMATION:

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.



C:\Documents and
Settings\Accounts Pa

Director Follweiler made a motion, seconded by Director Ortiz, to accept the Financial Report and Payment of Bills, (Item numbers 15, 16, and 17)

President Faccinetto asked for a roll call vote on Items 15, 16, and 17.

The question was called with roll call as follows: Yea, Directors Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Vidanage and President Faccinetto.

Motions pass 8-0

18. *Budget Information*

INFORMATION:

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

**CONDITION OF THE BUDGET
2011-2012 EXPENDITURES BY FUNCTION-OBJECT**

DESCRIPTION	2011-2012				2010-2011	
	A	B	C	D	E	F
	2011-12 APPROVED BUDGET	2011-2012 EXPENDED BUDGET INCLUDING ENCUMBRANCE as of Nov, 2011	2011-2012 REMAINING BUDGET \$ (A - B = C)	% (C/A = D)	2010-2011 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of Nov, 2010	2010-2011 EXPENDED BUDGET EXPENDITURES as of June, 2011
1100-100 Regular Instr Salaries	\$ 51,908,491.00	\$ 11,536,132.37	\$ 40,272,358.63	77.58%	\$ 11,994,367.26	\$ 51,788,806.70
1100-200 Regular Instr Benefits	\$ 24,417,058.00	\$ 2,391,346.50	\$ 22,025,711.50	90.21%	\$ 8,449,030.24	\$ 22,594,037.50
1100-300 Regular Instr Prof Svcs	\$ 420,592.00	\$ 187,671.09	\$ 232,920.91	55.38%	\$ 82,659.34	\$ 82,561.11
1100-400 Regular Instr Repairs & Maint	\$ 588,316.00	\$ 126,852.23	\$ 461,463.77	78.44%	\$ 210,480.59	\$ 507,006.26
1100-500 Regular Instr Other Purchase Svc	\$ 8,859,990.00	\$ 2,738,404.28	\$ 6,121,585.72	69.09%	\$ 2,685,065.16	\$ 8,198,845.33
1100-600 Regular Instr Supplies & Books	\$ 1,236,739.88	\$ 713,803.64	\$ 522,936.24	42.28%	\$ 1,044,114.94	\$ 1,669,130.17
1100-700 Regular Instr Equipment	\$ 132,884.00	\$ 52,232.46	\$ 80,651.54	60.69%	\$ 214,664.11	\$ 387,458.60
1100-800 Regular Instr Dues & Fees	\$ 929.00	\$ 374.00	\$ 555.00	59.74%	\$ 178.00	\$ 1,755.75
1100 Regular Instruction	\$ 87,564,999.88	\$ 17,846,816.57	\$ 69,718,183.31	79.62%	\$ 24,680,549.64	\$ 85,229,601.42
1200-100 Special Education Salaries	\$ 9,724,702.00	\$ 2,344,920.96	\$ 7,379,781.04	75.89%	\$ 2,439,285.59	\$ 9,730,022.85
1200-200 Special Education Benefits	\$ 4,441,281.00	\$ 377,447.24	\$ 4,063,833.76	91.50%	\$ 1,506,266.94	\$ 4,193,899.48
1200-300 Special Education Prof Svcs	\$ 5,372,964.00	\$ 1,177,053.12	\$ 4,195,910.88	78.09%	\$ 2,241,564.45	\$ 6,541,360.81
1200-400 Special Education Repairs & Maint	\$ 3,830.00	\$ 4,350.92	\$ (520.92)		\$ 858.81	\$ 6,976.60
1200-500 Special Education Tuition Other LEAs	\$ 2,367,327.00	\$ 462,433.99	\$ 1,904,893.01	80.47%	\$ 625,344.41	\$ 1,992,117.09
1200-600 Special Education Supplies	\$ 200,738.00	\$ 46,727.12	\$ 154,010.88	76.72%	\$ 53,134.12	\$ 52,760.85
1200-700 Special Education Equipment	\$ 111,100.00	\$ 13,524.24	\$ 97,575.76	87.83%	\$ 2,293.39	\$ 5,012.39
1200-800 Special Education Dues & Fees	\$ 450.00	\$ 450.00	\$ -		\$ 531.50	\$ 41,035.25
1200 Special Education	\$ 22,222,392.00	\$ 4,426,907.59	\$ 17,795,484.41	80.08%	\$ 6,869,279.21	\$ 22,563,185.32
1300-100 Vocational Education Salaries	\$ 1,827,530.00	\$ 408,449.01	\$ 1,419,080.99	77.65%	\$ 407,201.17	\$ 1,721,877.05
1300-200 Vocational Education Benefits	\$ 814,664.00	\$ 65,572.12	\$ 749,091.88	91.95%	\$ 260,957.89	\$ 735,347.90
1300-400 Vocational Education Repairs & Maint	\$ 13,500.00	\$ 9,659.15	\$ 3,840.85	28.45%	\$ 12,676.20	\$ 13,320.34
1300-500 Vocational Education Tuition	\$ 5,183,715.00	\$ 5,183,754.96	\$ (39.96)	0.00%	\$ 2,342,918.00	\$ 6,189,968.50
1300-600 Vocational Education General Supplies	\$ 82,987.00	\$ 46,041.27	\$ 36,945.73	44.52%	\$ 63,833.94	\$ 107,639.61
1300-700 Vocational Education Equipment	\$ 2,620.00	\$ 2,792.78	\$ (172.78)	-6.59%	\$ 70,273.57	\$ 38,849.02
1300 Vocational Education	\$ 7,925,016.00	\$ 5,716,269.29	\$ 2,208,746.71	27.87%	\$ 3,157,860.77	\$ 8,807,022.42
1400-100 Other Instr Pgms Salaries	\$ 548,324.00	\$ 132,913.25	\$ 415,410.75	75.76%	\$ 379,255.82	\$ 1,276,940.91
1400-200 Other Instr Pgms Benefits	\$ 222,690.00	\$ 19,488.27	\$ 203,201.73	91.25%	\$ 93,195.80	\$ 201,140.95
1400-300 Other Instr Pgms Prof Svcs	\$ 1,576,374.00	\$ 154,134.23	\$ 1,422,239.77	90.22%	\$ 180,268.88	\$ 295,259.12
1400-400 Other Instr Pgms Repairs & Maint	\$ 330.00	\$ -	\$ 330.00	100.00%	\$ -	\$ 193.00
1400-500 Other Instr Pgms Other Purchase Svc	\$ 72,614.00	\$ 19,885.45	\$ 52,728.55	72.61%	\$ 3,817.52	\$ 179,141.18
1400-600 Other Instr Pgms Supplies & Books	\$ 18,580.00	\$ 3,600.01	\$ 14,979.99	80.62%	\$ 24,300.00	\$ 33,749.48
1400-700 Other Instr Pgms Equipment	\$ -	\$ -	\$ -		\$ 639.96	\$ 639.96
1400-800 Other Instr Pgms Dues & Fees	\$ -	\$ -	\$ -		\$ 8,868.00	\$ 21,456.00
1400 Other Instructional Pgms	\$ 2,438,912.00	\$ 330,021.21	\$ 2,108,890.79	86.47%	\$ 690,345.98	\$ 2,008,520.60
1500-300 Non Public Pgms Prof Svcs	\$ 17,500.00	\$ -	\$ 17,500.00	100.00%	\$ -	\$ 3,505.00
1500-500 Non Public Pgms-Other Purchase Svc	\$ -	\$ -	\$ -		\$ -	\$ 22.30
1500-600 Non Public Pgms-Books	\$ -	\$ -	\$ -		\$ -	\$ 280.63
1500 Non Public Pgms	\$ 17,500.00	\$ -	\$ 17,500.00	100.00%	\$ -	\$ 3,807.93
1600-100 Adult Education Salaries	\$ 4,635.00	\$ -	\$ 4,635.00	100.00%	\$ -	\$ 1,774.99
1600-200 Adult Education Benefits	\$ 741.00	\$ -	\$ 741.00	100.00%	\$ 4.20	\$ 240.10
1600-300 Adult Education Prof Svcs	\$ 500.00	\$ -	\$ 500.00	100.00%	\$ -	\$ 392.85
1600-500 Adult Education Other Purchase Svc	\$ 100.00	\$ -	\$ 100.00	100.00%	\$ -	\$ -
1600-600 Adult Education Supplies & Books	\$ 1,265.00	\$ -	\$ 1,265.00	100.00%	\$ -	\$ 3,220.00
1600 Adult Education	\$ 7,241.00	\$ -	\$ 7,241.00	100.00%	\$ 4.20	\$ 5,627.94
1700-500 Community College Tuition	\$ 2,126,035.00	\$ 2,126,035.00	\$ -	0.00%	\$ 910,379.44	\$ 2,136,283.48
1700-600 Community College Books	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ 6,677.75
1700 Community College	\$ 2,126,035.00	\$ 2,126,035.00	\$ -	0.00%	\$ 910,379.44	\$ 2,142,961.23
1800-100 Pre-Kindergarten Salaries	\$ 453,782.00	\$ 82,510.03	\$ 371,271.97	81.82%	\$ 282,732.29	\$ 1,297,905.18
1800-200 Pre-Kindergarten Benefits	\$ 128,028.00	\$ 12,898.65	\$ 115,129.35	89.93%	\$ 189,777.89	\$ 590,032.73
1800-300 Pre-Kindergarten Prof Svcs	\$ 2,000.00	\$ 1,440.00	\$ 560.00	28.00%	\$ -	\$ 33,526.90

Numbered Items Correspond to Budget Transfers

CONDITION OF THE BUDGET
2011-2012 EXPENDITURES BY FUNCTION-OBJECT

DESCRIPTION		2011-2012				2010-2011	
		A	B	C	D	E	F
		2011-12 APPROVED BUDGET	2011-2012 EXPENDED BUDGET INCLUDING ENCUMBRANCE as of Nov, 2011	2011-2012 REMAINING BUDGET \$ % (A - B = C) (C/A = D)		2010-2011 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of Nov, 2010	2010-2011 EXPENDED BUDGET EXPENDITURES as of June, 2011
1800-400	Pre-Kindergarten Repairs & Maint	\$ 25,200.00	\$ 10,823.44	\$ 14,376.56	57.05%	\$ 9,360.00	\$ 25,860.49
1800-500	Pre-Kindergarten Other Purchase Svc	\$ 3,000.00	\$ 2,819.75	\$ 180.25	6.01%	\$ 2,235.20	\$ 7,841.27
1800-600	Pre-Kindergarten Supplies & Books	\$ 12,196.00	\$ 2,861.94	\$ 9,334.06	76.53%	\$ 2,456.66	\$ 12,790.30
1800-700	Pre-Kindergarten Equipment	\$ -	\$ -	\$ -		\$ 203.68	\$ 203.68
1800-800	Pre-Kindergarten Dues & Fees	\$ 2,000.00	\$ -	\$ 2,000.00	100.00%	\$ -	\$ 649.00
1800 Pre-Kindergarten Pgms		\$ 626,206.00	\$ 113,353.81	\$ 512,852.19	81.90%	\$ 486,765.72	\$ 1,968,809.55
Total 1000's Instruction		\$ 122,928,301.88	\$ 30,559,403.47	\$ 92,368,898.41	75.14%	\$ 36,795,184.96	\$ 122,729,536.41
2100-100	Student Svcs Salaries	\$ 5,009,121.00	\$ 1,270,396.90	\$ 3,738,724.10	74.64%	\$ 1,523,213.54	\$ 5,277,463.81
2100-200	Student Svcs Benefits	\$ 2,215,909.00	\$ 210,907.54	\$ 2,005,001.46	90.48%	\$ 877,043.32	\$ 2,384,311.09
2100-300	Student Svcs Prof Svcs	\$ 27,097.00	\$ 10,767.45	\$ 16,329.55	60.26%	\$ 65,546.00	\$ 46,194.13
2100-400	Student Svcs Repairs & Maint	\$ 16,392.00	\$ 10,291.09	\$ 6,100.91	37.22%	\$ 6,515.21	\$ 22,635.66
2100-500	Student Svcs Other Purchase Svc	\$ 20,711.00	\$ 2,384.03	\$ 18,326.97	88.49%	\$ 6,867.02	\$ 17,400.60
2100-600	Student Svcs Books & Supplies	\$ 20,196.00	\$ 17,853.29	\$ 2,342.71	11.60%	\$ 19,708.23	\$ 46,307.41
2100-700	Student Svcs Equipment	\$ 1,289.00	\$ 1,289.00	\$ -		\$ 103.95	\$ 103.95
2100-800	Student Svcs Dues & Fees	\$ 1,706.90	\$ 7,474.90	\$ (5,768.00)	-337.92%	\$ 60.00	\$ 30,298.00
2100 Student Svcs		\$ 7,312,421.90	\$ 1,531,364.20	\$ 5,781,057.70	79.06%	\$ 2,499,057.27	\$ 7,824,714.65
2200-100	Support Svcs Instr Staff Salaries	\$ 3,338,049.00	\$ 1,009,906.20	\$ 2,328,142.80	69.75%	\$ 1,003,841.24	\$ 3,609,258.07
2200-200	Support Svcs Instr Staff Benefits	\$ 1,414,401.00	\$ 166,394.49	\$ 1,248,006.51	88.24%	\$ 381,622.79	\$ 1,071,184.97
2200-300	Support Svcs Instr Staff Prof Svcs	\$ 165,185.00	\$ 106,532.32	\$ 58,652.68	35.51%	\$ 56,741.01	\$ 100,156.96
2200-400	Support Svcs Instr Staff Repairs & Maint	\$ 937,502.00	\$ 768,893.23	\$ 168,608.77	17.98%	\$ 741,274.73	\$ 58,351.44
2200-500	Support Svcs Instr Staff Other PurchSvc	\$ 56,994.00	\$ 3,038.76	\$ 53,955.24	94.67%	\$ 9,096.64	\$ 13,347.25
2200-600	Support Svcs Instr Staff Bks & Supplies	\$ 417,006.00	\$ 221,476.96	\$ 195,529.04	46.89%	\$ 254,924.52	\$ 397,877.43
2200-700	Support Svcs Instr Staff Equipment	\$ 52,613.00	\$ 37,404.28	\$ 15,208.72	28.91%	\$ 41,102.79	\$ 31,104.06
2200-800	Support Svcs Instr Staff Dues & Fees	\$ 10,431.35	\$ 9,020.35	\$ 1,411.00	13.53%	\$ 5,539.00	\$ 8,921.30
2200 Support Svcs Instructional Staff		\$ 6,392,181.35	\$ 2,322,696.59	\$ 4,069,484.76	63.66%	\$ 2,494,142.72	\$ 5,290,201.48
2300-100	Admin Svcs Salaries	\$ 5,677,976.00	\$ 2,128,933.75	\$ 3,549,042.25	62.51%	\$ 2,299,809.00	\$ 6,118,564.24
2300-200	Admin Svcs Benefits	\$ 2,562,017.00	\$ 364,252.65	\$ 2,197,764.35	85.78%	\$ 1,225,140.53	\$ 3,052,449.14
2300-300	Admin Svcs Prof Svcs	\$ 1,072,089.00	\$ 340,705.92	\$ 731,383.08	68.22%	\$ 437,385.40	\$ 1,616,167.26
2300-400	Admin Svcs Repairs & Maint	\$ 39,077.00	\$ 45,626.57	\$ (6,549.57)	-16.76%	\$ 7,403.16	\$ 86,925.41
2300-500	Admin Svcs Other Purchase Svc	\$ 212,574.00	\$ 119,288.22	\$ 93,285.78	43.88%	\$ 129,796.96	\$ 184,469.34
2300-600	Admin Svcs Supplies & Books	\$ 92,794.00	\$ 53,689.19	\$ 39,104.81	42.14%	\$ 4,939.90	\$ 21,858.54
2300-700	Admin Svcs Equipment	\$ 19,609.00	\$ 268.79	\$ 19,340.21	98.63%	\$ 23,170.97	\$ 27,826.08
2300-800	Admin Svcs Dues & Fees	\$ 54,050.30	\$ 36,645.25	\$ 17,405.05	32.20%	\$ 47,937.20	\$ 48,917.20
2300 Administrative Svcs		\$ 9,730,186.30	\$ 3,089,410.34	\$ 6,640,775.96	68.25%	\$ 4,175,583.12	\$ 11,157,177.21
2400-100	Medical Svcs Salaries	\$ 1,149,798.00	\$ 264,138.72	\$ 885,659.28	77.03%	\$ 264,371.82	\$ 1,086,499.37
2400-200	Medical Svcs Benefits	\$ 507,508.00	\$ 42,568.39	\$ 464,939.61	91.61%	\$ 170,970.64	\$ 480,545.35
2400-300	Medical Svcs Prof Svcs	\$ 24,600.00	\$ -	\$ 24,600.00	100.00%	\$ -	\$ 15,170.00
2400-400	Medical Svcs Repairs	\$ 4,000.00	\$ 988.60	\$ 3,011.40	75.29%	\$ 376.40	\$ 3,495.36
2400-500	Medical Svcs Other Purchase Svc	\$ 7,200.00	\$ 1,619.54	\$ 5,580.46	74.73%	\$ 1,881.94	\$ 9,918.62
2400-600	Medical Svcs Supplies & Books	\$ 20,051.38	\$ 21,964.76	\$ (1,913.38)	-9.54%	\$ 15,771.15	\$ 17,288.15
2400-700	Medical Svcs Equipment	\$ 8,000.00	\$ -	\$ 8,000.00	100.00%	\$ 677.19	\$ 677.19
2400 Medical Svcs		\$ 1,721,157.38	\$ 331,480.01	\$ 1,389,677.37	80.74%	\$ 454,049.14	\$ 1,613,594.04
2500-100	Fiscal Svcs Salaries	\$ 768,101.00	\$ 285,664.69	\$ 482,436.31	62.81%	\$ 287,396.03	\$ 747,927.44
2500-200	Fiscal Svcs Benefits	\$ 397,102.00	\$ 46,008.03	\$ 351,093.97	88.41%	\$ 73,656.79	\$ 192,334.44
2500-300	Fiscal Svcs Prof Svcs	\$ 343,699.00	\$ 27,477.00	\$ 316,222.00	92.01%	\$ 115,140.64	\$ 113,554.72
2500-400	Fiscal Svcs Repairs & Maint	\$ 185,695.00	\$ 130,920.03	\$ 54,774.97	29.50%	\$ 62,515.40	\$ 194,942.30
2500-500	Fiscal Svcs Other Purchase Svc	\$ 90,840.00	\$ 37,393.71	\$ 53,446.29	58.84%	\$ 65,267.53	\$ 70,167.59
2500-600	Fiscal Svcs Supplies	\$ 48,500.00	\$ 19,169.99	\$ 29,330.01	60.47%	\$ 55,204.00	\$ 59,282.75
2500-700	Fiscal Svcs Equipment	\$ 4,500.00	\$ -	\$ 4,500.00	100.00%	\$ -	\$ -

Numbered Items Correspond to Budget Transfers

**CONDITION OF THE BUDGET
2011-2012 EXPENDITURES BY FUNCTION-OBJECT**

DESCRIPTION	2011-2012				2010-2011	
	A	B	C	D	E	F
	2011-12 APPROVED BUDGET	2011-2012 EXPENDED BUDGET INCLUDING ENCUMBRANCE as of Nov, 2011	2011-2012 REMAINING BUDGET \$ (A - B = C) % (C/A = D)		2010-2011 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of Nov, 2010	2010-2011 EXPENDED BUDGET EXPENDITURES as of June, 2011
2500-800 Fiscal Svcs Dues & Fees	\$ 10,750.00	\$ 11,997.31	\$ (1,247.31)	-11.60%	\$ 4,254.85	\$ 38,976.51
2500 Fiscal Svcs	\$ 1,849,187.00	\$ 558,630.76	\$ 1,290,556.24	69.73%	\$ 663,435.24	\$ 1,417,185.75
2600-100 Operation & Maint Salaries	\$ 6,719,025.00	\$ 2,266,920.14	\$ 4,452,104.86	66.26%	\$ 2,346,971.90	\$ 6,472,980.77
2600-200 Operation & Maint Benefits	\$ 2,804,736.00	\$ 366,342.22	\$ 2,438,393.78	86.94%	\$ 412,997.23	\$ 1,079,660.90
2600-300 Operation & Maint Prof Svcs	\$ 426,195.00	\$ 96,090.65	\$ 330,104.35	77.45%	\$ 157,712.90	\$ 588,280.38
2600-400 Operation & Maint Repairs & Utilities	\$ 4,441,160.00	\$ 1,227,215.77	\$ 3,213,944.23	72.37%	\$ 1,683,515.96	\$ 3,656,779.29
2600-500 Operation & Maint Other Purchase Svcs	\$ 412,561.00	\$ 302,677.43	\$ 109,883.57	26.63%	\$ 455,213.15	\$ 676,675.86
2600-600 Operation & Maint Supplies & Materials	\$ 2,109,720.62	\$ 362,107.03	\$ 1,747,613.59	82.84%	\$ 527,147.31	\$ 1,628,163.05
2600-700 Operation & Maint Equipment	\$ 20,500.00	\$ 19,459.75	\$ 1,040.25	5.07%	\$ 122,288.34	\$ 196,332.44
2600-800 Operation & Maint Dues & Fees	\$ 1,100.00	\$ 510.00	\$ 590.00	53.64%	\$ 633.00	\$ 1,916.00
2600 Operation & Maint Svcs	\$ 16,934,997.62	\$ 4,641,322.99	\$ 12,293,674.63	72.59%	\$ 5,706,479.79	\$ 14,300,788.69
2700-100 Pupil Transportation Salaries	\$ 2,788,348.00	\$ 773,546.46	\$ 2,014,801.54	72.26%	\$ 817,016.51	\$ 2,779,141.47
2700-200 Pupil Transportation Benefits	\$ 1,211,679.00	\$ 124,539.46	\$ 1,087,139.54	89.72%	\$ 124,671.16	\$ 397,197.79
2700-300 Pupil Transportation Prof Svcs	\$ 18,392.00	\$ 13,495.89	\$ 4,896.11	26.62%	\$ 5,000.00	\$ 13,922.10
2700-400 Pupil Transportation Repairs & Maint	\$ 75,992.00	\$ 60,683.90	\$ 15,308.10	20.14%	\$ 67,375.14	\$ 20,166.42
2700-500 Pupil Transportation Other Purchase Svcs	\$ 1,194,764.00	\$ 79,240.92	\$ 1,115,523.08	93.37%	\$ 271,891.11	\$ 1,194,177.63
2700-600 Pupil Transportation General Supplies	\$ 925,195.00	\$ 318,200.52	\$ 606,994.48	65.61%	\$ 248,710.66	\$ 792,919.44
2700-700 Pupil Transportation Equipment Orig	\$ 2,000.00	\$ 507.00	\$ 1,493.00	74.65%	\$ 404,230.00	\$ 407,755.88
2700-800 Pupil Transportation Dues & Fees	\$ 186.00	\$ 186.00	\$ -	0.00%	\$ 1,065.00	\$ 875.00
2700 Pupil Transportation	\$ 6,216,556.00	\$ 1,370,400.15	\$ 4,846,155.85	77.96%	\$ 1,339,959.58	\$ 5,606,155.73
2800-100 Support Svcs Central Salaries	\$ 1,187,969.00	\$ 373,304.12	\$ 814,664.88	68.58%	\$ 338,767.68	\$ 882,468.49
2800-200 Support Svcs Central Benefits	\$ 505,382.00	\$ 63,087.74	\$ 442,294.26	87.52%	\$ 129,059.66	\$ 291,675.33
2800-300 Support Svcs Central Prof Svcs	\$ 182,346.00	\$ 87,854.35	\$ 94,491.65	51.82%	\$ 155,720.06	\$ 219,825.30
2800-400 Support Svcs Central Repairs & Maint	\$ 312,308.00	\$ 207,162.01	\$ 105,145.99	33.67%	\$ 89,380.17	\$ 108,085.42
2800-500 Support Svcs Central Other Purch Svcs	\$ 630,922.00	\$ 315,116.57	\$ 315,805.43	50.05%	\$ 127,741.50	\$ 84,161.95
2800-600 Support Svcs Central Supplies & Software	\$ 78,229.00	\$ 32,445.51	\$ 45,783.49	58.52%	\$ 172,915.91	\$ 205,561.23
2800-700 Support Svcs Central Equipment	\$ 105,978.00	\$ 6,361.24	\$ 99,616.76	94.00%	\$ 15,847.31	\$ 55,253.48
2800-800 Support Svcs Central Dues & Fees	\$ 955.45	\$ 670.00	\$ 285.45	29.88%	\$ (115.00)	\$ 830.00
2800 Support Svcs Central	\$ 3,004,089.45	\$ 1,086,001.54	\$ 1,918,087.91	63.85%	\$ 1,029,317.29	\$ 1,847,861.20
2900-500 IU Svcs IU Withholding	\$ 102,449.00	\$ -	\$ 102,449.00	100.00%	\$ -	\$ 104,250.79
2900 IU Svcs	\$ 102,449.00	\$ -	\$ 102,449.00	100.00%	\$ -	\$ 104,250.79
Total 2000's Support Svcs	\$ 53,263,226.00	\$ 14,931,276.58	\$ 38,331,949.42	71.97%	\$ 18,962,024.15	\$ 49,161,329.54
3200-100 Student Activities Salaries	\$ 1,189,146.00	\$ 437,251.00	\$ 751,895.00	63.23%	\$ 399,839.51	\$ 1,300,183.85
3200-200 Student Activities Benefits	\$ 247,237.12	\$ 64,949.95	\$ 182,287.17	73.73%	\$ 73,757.69	\$ 223,170.95
3200-300 Student Activities Prof Svcs	\$ 158,895.00	\$ 44,853.80	\$ 114,041.20	71.77%	\$ 52,477.98	\$ 137,614.75
3200-400 Student Activities Repairs & Maint	\$ 21,716.00	\$ 9,358.52	\$ 12,357.48	56.90%	\$ 2,822.87	\$ 1,286.42
3200-500 Student Activities Other Purchase Svcs	\$ 91,400.00	\$ 76,226.96	\$ 15,173.04	16.60%	\$ 73,427.40	\$ 81,742.78
3200-600 Student Activities General Supplies	\$ 85,199.00	\$ 62,075.13	\$ 23,123.87	27.14%	\$ 87,434.85	\$ 124,253.55
3200-700 Student Activities Equipment	\$ 2,700.00	\$ 2,500.00	\$ 200.00	7.41%	\$ 4,034.92	\$ 6,748.00
3200-800 Student Activities Dues & Fees	\$ 10,396.00	\$ 7,650.00	\$ 2,746.00	26.41%	\$ 9,304.00	\$ 19,180.63
3200 Student Activities	\$ 1,806,689.12	\$ 704,865.36	\$ 1,101,823.76	60.99%	\$ 703,099.22	\$ 1,894,180.93
3300-100 Community Svcs Salaries	\$ -	\$ 853.08	\$ (853.08)		\$ -	\$ 2,174.96
3300-200 Community Svcs Benefits	\$ -	\$ 138.85	\$ (138.85)		\$ -	\$ 282.98
3300-300 Community Svcs Prof Svcs	\$ 17,480.00	\$ -	\$ 17,480.00	100.00%	\$ -	\$ 2,373.70
3300-400 Community Svcs Repairs & Maint	\$ -	\$ -	\$ -		\$ 525.99	\$ 701.32
3300-500 Community Svcs Other Purchase Svcs	\$ 10,830.00	\$ 116,474.29	\$ (105,644.29)	-975.48%	\$ 101,949.72	\$ 141,755.24
3300-600 Community Svcs General Supplies	\$ 5,000.00	\$ -	\$ 5,000.00	100.00%	\$ 8,304.67	\$ 9,894.38
3300-800 Community Svcs Dues & Fees	\$ -	\$ -	\$ -		\$ -	\$ 72.00
3300 Community Svcs	\$ 33,310.00	\$ 117,466.22	\$ (84,156.22)	-252.65%	\$ 110,780.38	\$ 157,254.58
3400-600 Scholarships-Supplies	\$ -	\$ -	\$ -		\$ 150.00	\$ 500.00

Numbered Items Correspond to Budget Transfers

**CONDITION OF THE BUDGET
2011-2012 EXPENDITURES BY FUNCTION-OBJECT**

DESCRIPTION	2011-2012				2010-2011	
	A	B	C	D	E	F
	2011-12 APPROVED BUDGET	2011-2012 EXPENDED BUDGET INCLUDING ENCUMBRANCE as of Nov, 2011	2011-2012 REMAINING BUDGET \$ % (A - B = C) (C/A = D)		2010-2011 EXPENDED BUDGET INCLUDING ENCUMBRANCES as of Nov, 2010	2010-2011 EXPENDED BUDGET EXPENDITURES as of June, 2011
3400-800 Scholarships-Other Objects	\$ -	\$ -	\$ -		\$ 1,200.00	\$ -
3400 Scholarships	\$ -	\$ -	\$ -		\$ 1,350.00	\$ 500.00
Total 3000's Non Instructional	\$ 1,839,999.12	\$ 822,331.58	\$ 1,017,667.54	55.31%	\$ 815,229.60	\$ 2,051,935.51
4200-700 Site Improvement-Property	\$ -	\$ -	\$ -		\$ -	\$ 65,679.70
4300-600 Architect/Engin-Supplies	\$ -	\$ -	\$ -		\$ -	\$ 5,370.00
4400-300 Architect/Engin- Professional Srvc	\$ -	\$ -	\$ -		\$ 3,442.64	\$ 3,442.64
4600-400 Existing Bldg Imprvmt-Purch Prop Srvc	\$ 223,348.00	\$ 223,348.00	\$ -		\$ -	\$ 603,059.58
Total 4000's Const & Improv Srvc	\$ 223,348.00	\$ 223,348.00	\$ -		\$ 3,442.64	\$ 677,551.92
5100-800 Debt Service Debt Interest	\$ 14,229,422.00	\$ 6,037,244.81	\$ 8,192,177.19	57.57%	\$ 3,558,331.65	\$ 14,040,569.70
5100-900 Debt Service Debt Principal	\$ 9,724,967.00	\$ 9,183,957.08	\$ 541,009.92	5.56%	\$ 6,155,000.00	\$ 9,022,080.80
5100 Debt Service	\$ 23,954,389.00	\$ 15,221,201.89	\$ 8,733,187.11	36.46%	\$ 9,713,331.65	\$ 23,062,650.50
5200-800 Fund Transfers-Athletic Fund	\$ -	\$ -	\$ -		\$ -	\$ -
5400-900 Intrafund Trnsfers Out	\$ -	\$ -	\$ -		\$ -	\$ -
5800-200 Suspense Account-Employee Benefits	\$ -	\$ 10,231,781.30	\$ (10,231,781.30)		\$ 86,445.17	\$ -
5800-600 Suspense Account-Supplies	\$ -	\$ -	\$ -		\$ -	\$ -
5900-800 Budgetary Reserve Contingency	\$ 1,600,000.00	\$ -	\$ 1,600,000.00	100.00%	\$ -	\$ -
Total 5000's Debt & Transfers	\$ 25,554,389.00	\$ 25,452,983.19	\$ 101,405.81	0.40%	\$ 9,799,776.82	\$ 23,062,650.50
Grand Total:	\$ 203,809,264.00	\$ 71,989,342.82	\$ 131,819,921.18	64.68%	\$ 66,375,658.17	\$ 197,683,603.88

Numbered Items Correspond to Budget Transfers

**CONDITION OF THE BUDGET
2011-2012 REVENUES**

Description	A	B	C	D	F	G
	2011-2012				2010-2011	
	2011-2012 Budget	YTD Rec'd Nov, 2011	REMAINING BUDGET \$ % (B-A = C) (C/A = D)		YTD Rec'd Nov, 2010	YTD Rec'd June, 2011
CURRENT REAL ESTATE	\$ 122,058,795.00	\$ 115,678,590.81	\$ 6,380,204.19	5.23%	\$ 79,849,437.90	\$ 116,442,908.35
INTERIM REAL ESTATE	\$ 1,215,005.00	\$ (115.05)	\$ 1,215,120.05	100.01%	\$ 30,044.55	\$ 1,050,017.14
PUBLIC UTILITY REALTY TAX	\$ 179,000.00	\$ 179,570.10	\$ (570.10)	-0.32%	\$ 178,847.80	\$ 178,847.80
PAYMENTS IN LIEU OF TAX	\$ 265,319.00	\$ 64,256.79	\$ 201,062.21	75.78%	\$ 38,676.00	\$ 223,146.19
UNDISTRIBUTED TAXES	\$ -	\$ -	\$ -	-	\$ 31,636,269.63	\$ -
PER CAPITA TAX SECT 679	\$ 230,000.00	\$ -	\$ 230,000.00	100.00%	\$ 169,853.95	\$ 231,743.38
PER CAPITA TAX ACT 511	\$ 230,000.00	\$ 420,057.70	\$ (190,057.70)	-82.63%	\$ 169,853.98	\$ 231,743.45
LOCAL SERVICES TAX	\$ 295,000.00	\$ 133,461.07	\$ 161,538.93	54.76%	\$ 110,260.46	\$ 268,532.96
EARNED INCOME TAX	\$ 11,500,000.00	\$ 4,459,520.52	\$ 7,040,479.48	61.22%	\$ 4,054,385.07	\$ 9,185,253.47
REAL ESTATE TRANSFER TAX	\$ 1,500,000.00	\$ 295,788.58	\$ 1,204,211.44	80.28%	\$ 387,858.83	\$ 1,803,797.29
MERCANTILE TAX	\$ 2,750,000.00	\$ 132,059.19	\$ 2,617,940.81	95.20%	\$ 1,418,116.53	\$ 2,648,380.51
DISCOUNTS CURRENT RE (TIF)	\$ (2,518,725.00)	\$ -	\$ (2,518,725.00)	100.00%	\$ -	\$ (2,459,223.71)
DEL. REAL ESTATE	\$ 3,400,000.00	\$ 1,333,683.02	\$ 2,066,316.98	60.77%	\$ 1,475,299.46	\$ 5,302,847.15
DEL. PER CAPITA SECT 679	\$ 60,000.00	\$ 47,011.83	\$ 12,988.17	21.65%	\$ 18,395.31	\$ 51,953.03
DEL. MERCANTILE TAX	\$ 430,000.00	\$ 103,428.88	\$ 326,571.12	75.95%	\$ 334,405.31	\$ 505,990.61
TOTAL LOCAL TAX SOURCES	\$ 141,594,394.00	\$ 122,847,313.42	\$ 18,747,080.58	13.24%	\$ 119,871,704.78	\$ 135,665,937.62
INTEREST ON INVESTMENTS	\$ 250,000.00	\$ 39,193.68	\$ 210,806.32	84.32%	\$ 12,697.35	\$ 134,360.71
VENDING SALES	\$ -	\$ 2,133.56	\$ (2,133.56)	-	\$ -	\$ -
STUDENT FEES/ SPECIAL EVENTS	\$ 439,500.00	\$ 117,658.39	\$ 321,841.61	73.23%	\$ 96,680.00	\$ 249,647.03
STATE REV OTHER PA PUBLIC SCHOOLS	\$ -	\$ -	\$ -	-	\$ -	\$ 14,714.00
STATE REV OTHER INTERMEDIARY	\$ 155,000.00	\$ -	\$ 155,000.00	100.00%	\$ 96,711.30	\$ 151,835.25
FEDERAL REV OTHER PA PUBLIC SCHOOLS	\$ 75,000.00	\$ -	\$ 75,000.00	100.00%	\$ 200.00	\$ -
FEDERAL IDEA	\$ 1,906,151.00	\$ -	\$ 1,906,151.00	100.00%	\$ 201,349.52	\$ 1,911,564.25
FEDERAL IDEA ARRA	\$ -	\$ -	\$ -	-	\$ -	\$ 1,559,595.60
FEDERAL REV OTHER INTERMEDIARY	\$ 238,200.00	\$ -	\$ 238,200.00	100.00%	\$ 117,373.39	\$ 239,889.40
RENTALS	\$ 85,000.00	\$ 96,617.05	\$ (11,617.05)	-13.67%	\$ 29,986.00	\$ 61,771.56
CONTRIBUTIONS	\$ 192,116.00	\$ 53,627.19	\$ 138,488.81	72.09%	\$ 48,232.47	\$ 189,594.19
TUITION FROM PATRONS	\$ 455,000.00	\$ 342,007.32	\$ 112,992.68	24.83%	\$ 43,411.34	\$ 500,078.26
COMMUNITY SERVICE ACTIVITY	\$ -	\$ 59.19	\$ (59.19)	-	\$ -	\$ 4,662.11
REFUNDS FROM PRIOR YEAR EXP	\$ 535,000.00	\$ 186,082.64	\$ 348,917.36	65.22%	\$ 224,564.65	\$ 634,151.84
MISCELLANEOUS REVENUE	\$ 115,000.00	\$ 16,251.93	\$ 98,748.07	85.87%	\$ 13,287.65	\$ 119,837.90
TOTAL OTHER LOCAL SOURCES	\$ 4,445,967.00	\$ 853,630.95	\$ 3,592,336.05	80.80%	\$ 884,493.67	\$ 5,771,702.10
TOTAL LOCAL SOURCES	\$ 146,040,361.00	\$ 123,700,944.37	\$ 22,339,416.63	15.30%	\$ 120,756,198.45	\$ 141,437,639.72
BASIC INSTRUCTIONAL SUBSIDY	\$ 27,031,830.00	\$ 7,808,322.00	\$ 19,223,508.00	71.11%	\$ 7,514,189.00	\$ 24,204,717.75
NON PUBLIC TRANSFERS	\$ -	\$ -	\$ -	-	\$ 520,056.00	\$ -
REIMB FOR CHARTER SCHOOLS	\$ -	\$ -	\$ -	-	\$ -	\$ 1,723,818.48
TUITION ORPHANS/CHILDREN	\$ 380,000.00	\$ -	\$ 380,000.00	100.00%	\$ -	\$ 361,341.76
VOCATIONAL EDUCATION	\$ 70,000.00	\$ 10,190.00	\$ 59,810.00	85.44%	\$ 20,419.00	\$ 34,087.88
MIGRATORY CHILDREN	\$ 2,000.00	\$ -	\$ 2,000.00	100.00%	\$ -	\$ 600.00
SPECIAL EDUCATION	\$ 6,584,843.00	\$ 2,963,180.00	\$ 3,621,663.00	55.00%	\$ 2,963,181.00	\$ 6,584,843.45
EDUC ASSISTANCE PRGM (TUTORING)	\$ -	\$ -	\$ -	-	\$ 203,366.50	\$ 736,729.00
PA PRE-K-COUNTS	\$ 595,650.00	\$ 198,655.56	\$ 396,994.44	66.65%	\$ 254,980.00	\$ 595,650.00
TRANSPORTATION	\$ 2,370,421.00	\$ 438,506.00	\$ 1,931,915.00	81.50%	\$ 449,269.00	\$ 2,279,810.49
RENTALS AND SINKING FUND	\$ 2,172,243.00	\$ -	\$ 2,172,243.00	100.00%	\$ 2,665,952.24	\$ 2,216,353.30
HEALTH SERVICES	\$ 365,000.00	\$ -	\$ 365,000.00	100.00%	\$ -	\$ 352,684.63
PROPERTY TAX RED. ALLOCATION	\$ 4,715,051.00	\$ 4,715,051.35	\$ (0.35)	0.00%	\$ 4,740,869.05	\$ 4,740,869.05
PA ACCOUNTABILITY	\$ 665,439.00	\$ 665,439.00	\$ -	0.00%	\$ 846,858.00	\$ 1,693,715.00
DUAL ENROLLMENT GRANTS	\$ -	\$ -	\$ -	-	\$ 37,328.54	\$ 42,147.23
DCED GRANTS OTHER STATE REV NOT IN 7001	\$ 150,000.00	\$ 4,875.73	\$ 145,124.27	96.75%	\$ 132,577.28	\$ 193,315.33
SOCIAL SECURITY	\$ 3,598,458.00	\$ 1,451,960.00	\$ 2,146,498.00	59.65%	\$ 1,465,590.00	\$ 3,341,187.92
PSERS - PENSION CONTRIBUTION	\$ 3,698,980.00	\$ -	\$ 3,698,980.00	100.00%	\$ 697,656.34	\$ 2,544,068.74
TOTAL STATE SOURCES	\$ 52,399,915.00	\$ 18,256,179.64	\$ 34,143,735.36	65.16%	\$ 22,512,291.95	\$ 51,645,940.01
IMPACT AID	\$ 50,000.00	\$ 11,597.89	\$ 38,402.11	76.80%	\$ 10,241.89	\$ 18,510.88
OTHER FEDERAL PRGM/GRANTS	\$ -	\$ 1,353.68	\$ (1,353.68)	-	\$ 104,450.56	\$ 95,549.57
NCLB TITLE I	\$ 3,198,698.00	\$ 703,761.40	\$ 2,494,936.60	78.00%	\$ 673,692.92	\$ 3,087,917.14
NCLB TITLE II	\$ 850,000.00	\$ 261,936.80	\$ 588,063.20	69.18%	\$ 223,038.40	\$ 775,650.76
NCLB TITLE III	\$ 295,000.00	\$ 59,313.63	\$ 235,686.37	79.89%	\$ 63,601.50	\$ 302,250.00
NCLB TITLE IV	\$ 585,000.00	\$ 34,244.77	\$ 550,755.23	94.15%	\$ 68,859.82	\$ 944,047.82
CHILD CARE & DEV BLOCK GRANTS	\$ 170,290.00	\$ -	\$ 170,290.00	100.00%	\$ 107,343.57	\$ 170,290.00
OTHER FEDERAL GRANTS	\$ 30,000.00	\$ -	\$ 30,000.00	100.00%	\$ 1,777.77	\$ 22,557.37
ARRA-TITLE I PARTS A & D	\$ -	\$ -	\$ -	-	\$ 450,579.89	\$ 396,131.69
ARRA-TITLE I SCHOOL IMPROVEMENT	\$ -	\$ 20,784.63	\$ (20,784.63)	-	\$ 18,472.17	\$ 90,048.37
ARRA-STATE FISCAL STABILIZATION	\$ -	\$ -	\$ -	-	\$ 257,420.88	\$ 3,352,416.00
ARRA-EDUCATION JOBS FUND	\$ -	\$ -	\$ -	-	\$ -	\$ 1,984,053.00

**CONDITION OF THE BUDGET
2011-2012 REVENUES**

Description	A	B	C	D	F	G
	2011-2012				2010-2011	
	2011-2012 Budget	YTD Rec'd Nov, 2011	REMAINING BUDGET		YTD Rec'd Nov, 2010	YTD Rec'd June, 2011
			\$	%		
			(B-A = C)	(C / A = D)		
ACCESS	\$ 95,000.00	\$ -	\$ 95,000.00	100.00%	\$ 21,350.39	\$ -
MED ASSIST REIMB	\$ 55,000.00	\$ 45,343.79	\$ 9,656.21	17.56%	\$ 27,253.91	\$ 108,326.26
TOTAL FEDERAL SOURCES	\$ 5,328,988.00	\$ 1,138,336.59	\$ 4,190,651.41	78.64%	\$ 2,028,083.67	\$ 11,347,748.86
SALE OF FIXED ASSETS	\$ 30,000.00	\$ 891.20	\$ 29,108.80	97.03%	\$ 1,100.00	\$ 22,500.04
INSURANCE RECOVERY	\$ 10,000.00	\$ 34,146.68	\$ (24,146.68)	-241.47%	\$ -	\$ -
TOTAL OTHER SOURCES	\$ 40,000.00	\$ 35,037.88	\$ 4,962.12	12.41%	\$ 1,100.00	\$ 22,500.04
TOTAL REVENUE	\$ 151,409,349.00	\$ 124,874,318.84	\$ 26,535,030.16	17.53%	\$ 122,785,382.12	\$ 204,453,828.63

President Faccinetto asked for committee reports.

COMMITTEE
REPORTS

BETHLEHEM AREA VO-TECH: Director McKeon stated: We met this past Wednesday, and one we had a Reorganization meeting and it was groundhog day all over again for Mr. Faccinetto. He was elected President of the Vo-Tech Committee and Mr. Fenstermaker from Northampton is Vice President.

It was a pretty mild meeting. We were supposed to get two presentations, one on the audit report and one on the annex improvements and in both those cases the individuals either has to reschedule or were sick, and we are going to have those presentations in January.

COLONIAL INTERMEDIATE UNIT: Director Follweiler stated: The Reorganization meeting is this coming Wednesday, so there was no meeting since our last.

DIVERSITY COMMITTEE: Director Ortiz stated they did not have a meeting.

NORTHAMPTON COMMUNITY COLLEGE – No committee report.

RECREATION COMMITTEE: No committee Report.

President Faccinetto asked if there was any new or miscellaneous business.

NEW/
MISCELLANEOUS
BUSINESS

Director Follweiler stated: This is in regard to the gentlemen that spoke during Courtesy of the Floor. We have now wrapped up the policy on the naming of buildings, but I believe per the policy there needs to be a formal request to the district to name a facility, is that correct Dr. Roy?

Dr. Roy stated: Yes, but we have been holding one since spring of last year, waiting for the policy to be revised, so I think we have the recommendation and it would be forthcoming on a facilities committee meeting agenda.

Director Follweiler stated: I am the facilities chair. In that regard to speed things up so that we could know prior to the meeting or at the meeting for discussion, if we move forward to naming something, is there a cost to the district? If there is, what would it be? Make sure that the public is clear on the policy. If there is any public comments session, and do we do it at that meeting and so on and so forth?

Dr. Roy stated: We will prepare all that information and get it out ahead of time in advance of the facilities meeting.

President Faccinetto asked if there was any other new or miscellaneous

business. Seeing none, we will move on to courtesy of the floor.

President Faccinnetto asked if anyone would like to speak at courtesy of the floor.

COURTESY OF THE
FLOOR

Shalome Sine
745 Hawthorne Road
Bethlehem, PA

Ms. Sien stated: I am representing several student members of the Liberty High School Grenadier Band who support the continuation of fifth grade All City Band. We would ask you to please not cancel this program because Bethlehem Area School District has such great music programs, and we feel that that should always be a secure and permanent part of what this district. It is a great program open to any fifth grader [playing an instrument and has a long term impact in these kids' lives. I remember that when I went to All City it was one of the greatest factors in my deciding to continue learning music through middle school and from here I ended up in the best high school band in the country. All of the students from the band whom I am representing recognize the importance of music in our education system and believe that success in music can begin at a young age. We would ask that you save the fifth grade All City in order to keep our music program healthy. Thank you.

Steve Antalics
737 Ridge Street
Bethlehem, PA

Mr. Antalics stated: I am distressed and extremely disappointed. Disappointed, why, simply I have just found out recently that the issue of potential microwave radiation fallout at Freemansburg Elementary has just been referred to someone who might look into that, just a few days ago. This has been brought up at least four committee and general board meetings. To find out that is has just recently been referred to someone who might come up with an answer tells me this is reduced to a trivial problem. Is it? A high member of this administration as an aside to me said I passed that school and came up with the same thought way back. What if there is a problem, as I said before, I hope it isn't, but if it is a problem, has the administration fulfilled its obligation to the safety of the students? I had respect for this administration based upon my feelings and opinions of the previous administration, and I wish to maintain a high opinion of this administration, but in my eyes it has demeaned itself in its inability to follow up on, to me, an important issue. I would have been on that yesterday. Are the children are they not important? There is data on the internet that just screams about this problem. Leukemia, they don't know. We should know why don't we know? Nothing is happening here. To me to be honest to myself and to the children, I can only say this represents some form of gross negligence on somebody's part. I think as board

members and some of you have come to me and said yes, you are also concerned, you fall into that category. It is beyond me.

President Faccinetto asked if anyone had anything to discuss in the Open Forum. OPEN FORUM

Director Burkhardt stated: The issue that was brought up by the member of the audience of All City band, I don't know anything about that. What is going on?

Dr. Silva stated: Last year in the spring as part of the overall discussions related to program change, budget allocations, field trips, etc., the elementary principals visited all of the co-curricular activities related to our educational programs. At that point as they were making up the yearly schedule for activities for the 2011-2012 school year, given the greatest good for the greatest number, they decided to move away from the All City to other activities, put more emphasis on the fifth grade track meet that they have also in the spring. That matter was again revisited this fall with the elementary principals, just to discuss the issue a little bit further, and again at that point, they reaffirmed that given the tightness of the budget, the number of students that were involved that they believed the better use of the funds would be in support of additional other programs. So, that meeting took place after much discussion related to the budget and other extra curricular and co-curricular activities and that is currently where that program and that issue stood.

Dr. Roy stated: I was going to mention that we have had a number of conversations with people who would like to see the All City band continue and one of the things I have emphasized is that in the \$10 or 11 million of budget cuts that we made last year, we actually worked very hard to protect the music program. We didn't layoff a single music teacher, we didn't reduce the instrumental music program, the strings program, elementary music, middle school band, high school band, and so this is one program among others that we are not doing this year because we tightened down on so many things. So, it was because like so many of the things that we cut, it wasn't because it is not a good program, we don't value it, but it was part of trying to allocate elementary resources amongst a lot of competing interests.

Director Burkhardt asked: What is the cost of that program?

Dr. Silva stated: The cost is the substitute teachers for the days of practice when the students are out during that school day. The cost would be obviously for any of the maintenance for the facility, etc. In the past, although I am not quite sure of last year, there were some transportation costs for students, so adding that all up, the effect would be approximately I believe 180 students were involved in that so we don't have a dollar figure. I can get a dollar figure for you Director Burkhardt, but the extent is pretty much the substitutes and

the transportation costs, and the premium on the three days in the spring calendar when those students are not available for other school activities.

Director Burkhardt stated: I just will tell you I am just not happy with that. I really actually am very unhappy with that. I think that it is one of those special things that go on in a young kid's life that makes school important to them and I think probably for less than \$1,000, I maybe wrong, but I bet it's not much more than that. I am surprised at the principals. That is who I am most concerned about, that they would say that that is a lesser of an issue than the Frank Broad track meet, which is also wonderful. Those are the kids of things that kids take with them and give them good memories about their school experience, and they go on with into middle school. That is a concern. That is a real concern for me.

Director Ortiz stated: I didn't know about it either. Did you send us information regarding this? I mean it is 180 students we are referring to that are not going to be having this type of program. Music is very important in my list.

Dr. Silva stated: These were issues that were discussed after the budget season last year when we were talking about the program changes. They were decided over the spring and then again this fall, so no they weren't part of the regular packet of budget cutting information and other issues that you may have had last year when that, the ice skating the fifth graders do, that was more of a discussion over the spring and summer and early fall, so no it wasn't part of that budget packets of information and comparative cuts, only because it came after that.

Director Ortiz stated: I am totally in disagreement to cutting music for 180 kids. I don't know how this board feels but this is a program that is important for these 180 kids, I know that we have to cut, but music is very important.

President Faccinetto stated: Dr. Silva, is this a four day, three days of practice and then a one day evening event? Is there any way that some sort of compromise where it can be done all after school with volunteer assistance, that we wouldn't necessarily be against it, but if it can't make it into the budget, or the principals don't want it in the building but can it be done as an after school volunteer type event?

Dr. Silva stated: That is a possibility. There is potential.

President Faccinetto stated: Just to give some kind of options. So the main issue is that it is during the school day and that there were transportation and substitute costs.

Dr. Silva stated: And now since the tightness of the spring calendar when kids

are involved in that and other activities.

Director Ortiz stated: Regarding the Freemansburg issue with Mr. Antalics has brought to this board over and over again, do we have any definite answer for Mr. Antalics?

Dr. Roy stated: Well first I will respond that initially we looked at research, and there is no clear research. There is research on both sides of the issue, and is there a health threat from the high-tension wires #1 and #2? There have never historically been any reports of issues coming out of Freemansburg. The school has been there and the power lines have been there, and so we looked at what research exists beyond the school district. Recently Mr. Stein has been doing more onsite work with that, and I think we were going to be prepared to discuss it at the facilities committee meeting in January. I am not sure if you are prepared to say anything this evening beyond that.

I have asked Mr. Stein to pull together based on his visit there and additional research information that we could share at the facilities committee meeting in January.

Director Cann stated: I also just wanted to address Mr. Antalics, because you wouldn't know these things unless someone told you, but so that you don't think that there was no activity done on this since you have first brought it up within two or three days of the first time you brought it up, the whole board got a memo from Dr. Silva outlining current research in general on this topic. It may seem like there was a pause between the general research and then doing something specific to this property, but that is what has been strategizing and coming up with what exactly we should do and just last week Mr. Faccinetto and I spoke with the cabinet members about what exactly is happening and what is the next step. So, it has been ongoing, you wouldn't know that because we haven't brought it up here, but it has.

Director Vidanage stated: With respect to the question that was raised, I have two issues, are there any federal guidelines on levels of radiation, plus if that is the case we have another school up North, there are high tension wire going right through there too? So, they have built big houses, expensive houses, I don't know whether the people who build the houses knew the risks of being in close proximity of high tension lines. I have read too and it is kind of inconclusive what could be the fix, but I think there should be some kind of study done to make sure before PPL got the approval to have the lines. So I am pretty sure that somebody has done that homework before. So maybe you should ask PPL who owns the high-tension lines what are the requirements and how close they can come to a residential area and so forth and especially a school. Probably the distance the signal may die down, but I don't know to what extent.

Dr. Roy stated: I think the comment about what are the standards because

again it is not a new issue, certainly nationally, so that is what I asked Mr. Stein to identify what are the standard for locating houses and schools near high tension lines, and we will make that part of what we will report out in January.

Dr. Silva stated: President Faccinetto, so I make sure I understand the will of the board, is the board's direction that we go back, related to the All City, that we purpose it in the way that you were describing?

President Faccinetto stated: The way I described it as a volunteer after school event, or the way Director Burkhardt described it as put it back in?

Dr. Silva stated: I just want to make sure I am following the direction of the board.

Director Burkhardt stated: Can we find out what the costs are and not inflated costs? Because the facility, I believe they do it at Freedom High School, at least they have for years, and that building is there so please don't put in costs that are flexible? Lets just talk about the afternoons that the kids are out, they are not, I believe at practice, the whole day or half day. So let's talk about the cost, and lets talk about if there are some extra custodial or something and then tell me what it is going to cost, and if it is over \$1,000, I'll be very surprised and in that case, I think it needs to be held as its always been held.

Dr. Silva stated: The key cost would be transportation, if it were during the day.

Dr. Roy stated: We are taking people from 16 locations.

Dr. Silva stated: The transportation and the subs are the big cost.

President Faccinetto asked: Could we come back to curriculum with that in January with the costs and then we will go from there.

Director Follweiler stated: In addition to the costs, if we could find out if that was the real issue or is the real issue that the students are missing other activities in the school on those days? Because if that is the issue, then President Faccinetto's suggestion for after school may be something that really wants to be looked at.

Dr. Silva stated: That was part of it, I remember the conversations.

Director Follweiler stated: So I think we need the big picture.

Dr. Silva stated: I will bring both.

Dr. Roy stated: It became a topic of conversation because of the transportation

costs.

President Faccinetto stated: Before we adjourn, we will be conducting interviews for our board replacement tonight. We have three candidates. We will take approximately about a five to seven minute break to get ready. The candidates will be interviewed in the order that their applications were received, and we will try to limit each interviews to a half hour. The interviews are public and open to everyone.

President Faccinetto asked for a motion for adjournment.

ADJOURNMENT

Motion - Director Follweiler moved to adjourn the meeting, seconded by Director McKeon. The meeting was adjourned at 8:00 p.m.

Attest,

Stacy M. Gober
Secretary

SMG:pag