



MEMORANDUM

February 22, 2013

TO: BOARD OF SCHOOL DIRECTORS

FROM: STACY M. GOBER, BOARD SECRETARY

SUBJECT: REGULAR MONTHLY MEETING – February 25, 2013

The Regular Monthly Meeting of the Board of School Directors of the Bethlehem Area School District will be held on *Monday, February 25, 2013, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Avenue, Bethlehem, PA 18020.* The agenda is attached.

SMG:bac
Attachments
pc: Dr. Roy

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

MISSION STATEMENT

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

A G E N D A
REGULAR MEETING – February 25, 2013

1. Roll Call
2. Pledge of Allegiance
3. Silent Meditation
4. Student Recognition
5. Courtesy of the Floor to Visitors (30 minutes allowed)
6. Reports of Student Representatives
7. Approval of Minutes
January 28, 2013 – Regular Board Meeting Minutes
February 11, 2013 – Special Board Meeting Minutes
8. Approval of Committee Minutes
January 14, 2013 – Board Finance Committee Meeting Minutes
February 4, 2013 – Board Facilities Committee Meeting Minutes
February 4, 2013 – Board Curriculum Committee Meeting Minutes
February 11, 2013 – Board Finance Committee Meeting Minutes
February 11, 2013 – Board Human Resources Committee Meeting Minutes
9. Financial Report/Payment of Bills
Budgetary Transfers – Page 26
Treasurer's Reports – Page 27
Monthly Bills – Page 28
Budget Information (Information Only) – Page 29
10. President's Communication/Special Meetings
11. Superintendent's Report/Federal Program Update
12. Unfinished Business
13. Recommendations of the Administration
14. Reports of Committees
15. New and Miscellaneous Business
16. Courtesy of the Floor to Visitors (30 minutes allowed)
17. Open Forum
18. Adjournment

FEBRUARY 25, 2013

BETHLEHEM AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
REGULAR BOARD MEETING

The Regular Meeting of the Board of Directors of the Bethlehem Area School District was held on Monday, February 25, 2013, at 7:01 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, PA 18017.

President Faccinetto asked for the Roll Call by the Board Secretary:

ROLL CALL

Members present: Director Basilio Bonilla, Director William Burkhardt, Director Michele Cann, Director Irene Follweiler, Director Eugene McKeon, Director Aurea Ortiz, Director Shannon Patrick, Director Sudantha Vidanage, and President Michael Faccinetto – 9

Members absent – None

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

The Pledge of Allegiance was recited by all those present.

PLEDGE OF
ALLEGIANCE

President Faccinetto requested a moment of Silent Meditation.

MOMENT OF
SILENT MEDITATION

Dr. Roy stated that there was no recognition for this evening.

STUDENT
RECOGNITION

President Faccinetto offered Courtesy of the Floor to visitors. Speakers are asked to come to the podium, stating their name and address. The first Courtesy of the Floor will pertain to matters on the Board agenda. The second Courtesy of the Floor will deal with matters pertaining to school district business. Speakers are limited to five (5) minutes each unless extended at the discretion of the Board President. 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 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

None

Freedom High School Student Board Representative – Anna Thomas: Ms. Thomas indicated that February has been a very busy month for the Freedom family. The High School Student Advisory from both high schools met with the Superintendent on February 6 at Freedom to provide feedback on the Keystone Exams and to provide ideas about cyber courses. Also on February 6, both Liberty and Freedom staff and students joined forces to present an informational AP night for parents and students. Over the course of the night, teachers and students were able to provide

REPORTS OF THE
STUDENT
REPRESENTATIVES

parents with an idea of what AP classes entail complete with student testimonials. In the days leading up to the Freedom-Liberty basketball game, Patriots took part in Spirit week. Each day of the week, students wore outfits in accordance to the theme. A hallway decorating competition was also held during Spirit week and transformed the hallways into a Wizard of Oz theme, a circus theme, and a videogame theme. There was a pep rally held at the end of the week to drum up support for the basketball games on Saturday. The winter formal was cancelled due to inclement weather. At the game, the Riot squad had a huge turnout to support the girls' and boys' basketball teams in full force. While the girls' varsity basketball team lost their game against Liberty, the boys' varsity basketball team commanded a victory over Liberty. Both Freedom and Liberty played impressive games and made for an exciting afternoon for all fans. On February 14, students turned out to support the varsity swim team as they took on Liberty. The theatre production of *Les Miserable* is already sold out for April 4-7. However, an extra show has been allotted for April 2 for those interested in attending. Tickets are \$8 for students and \$10 for adults. On Wednesday, Freedom will play the varsity basketball semifinal game at Shawnee High School against Stroudsburg. This is Freedom's first time in the semifinals in 20 years. Freedom students plan on coming together to help continue this year's "Legacy of Greatness." Thank you!

Liberty High School Student Board Representative – Meredith Guro: Ms. Guro indicated that there are less than 100 days until graduation. February has been a great month for athletics. The wrestling team was successful at Districts last weekend with two wrestlers moving onto States. The girls' swim team finished their season 11-1. Districts for swimming will be held this weekend. The girls' varsity basketball team did beat Freedom on February 9th, however the varsity boys' basketball team lost against Freedom that afternoon. The boys' basketball team has moved on to the next round. The Mini-Thon has been moved to April 27 and will be held from 2:00-10:00 p.m. at Liberty. The leader of the Mini-Thon attended Penn State's Mini-Thon and is now creating more innovative events to keep people occupied for eight (8) hours. Liberty has a goal of raising \$10,000 at the Mini-Thon. The creation of a new ninth grade center is under the way for the incoming class of 2017. The center will most likely be on the top two floors of the Commons Building and will be run on a modified block schedule. The center is meant to provide additional support to freshmen through the emphasis of yearlong relationships with each other and teachers. The High School Student Advisory met at Freedom this month to discuss the future of cyber classrooms. On March 14-16, the LHS Theater will be presenting *A Funny Thing Happened on the Way to the Forum*. Tickets are on sale for \$10, and seating is reserved. On May 18, Liberty will be hosting an Alumni Day. The bonfire that was cancelled due to Hurricane Sandy will be held on this day. Please save this date! Once again, the senior breakfast has been pushed back due to inclement weather. Hopefully no strange weather will occur on May 18. Thank you!

President Faccinetto asked for a motion to approve the minutes for January 28, 2013 – Regular Board Meeting; and February 11, 2013 – Special Board Meeting.

APPROVAL OF
MINUTES

Director Bonilla made a motion to approve the Board meeting minutes. Director McKeon seconded the motion.

MOTION TO ACCEPT
MINUTES

President Faccinetto asked if there was any discussion regarding the minutes. Seeing none, he called for a voice vote to accept the January 28, 2013 – Regular Board Meeting; and February 11, 2013 – Special Board Meeting.

VOICE VOTE TO
ACCEPT MINUTES

Motions pass 9-0

FEBRUARY 25, 2013

President Faccinetto asked for a motion to approve the minutes for the January 14, 2013 – Board Finance Committee Meeting; February 4, 2013 – Board Facilities Committee Meeting Minutes; February 4, 2013 – Board Curriculum Committee Meeting Minutes; February 11, 2013 – Board Finance Committee Meeting; and February 11, 2013 – Board Human Resources Committee Meeting.

APPROVAL OF
COMMITTEE MINUTES

Director Burkhardt made a motion to approve the Committee meeting minutes. Director Patrick seconded the motion.

MOTION TO ACCEPT
COMMITTEE MINUTES

President Faccinetto asked if there was any discussion regarding the minutes.

Director Follweiler wanted to thank whomever the right person is that got all of these minutes done in a timely manner. In the past, it was months before the Board would see Board minutes and Committee minutes. It is refreshing to have minutes available when voting on items for public review.

President Faccinetto called for a voice vote to accept the committee minutes as listed above.

VOICE VOTE TO
ACCEPT MINUTES

Motions pass 9-0

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 26); Treasurer's Report (Page 27); Monthly Bills (Page 28); and Budget Information which is an informational/non-voting item (Page 29).

FINANCIAL REPORTS/
PAYMENT OF BILLS

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Bonilla seconded the motion.

MOTION TO ACCEPT
FINANCIAL
REPORT/PAYMENT OF
BILLS

President Faccinetto asked if there was any discussion. Seeing none, he asked for a roll call vote on the Financial Reports/Payment of Bills.

ROLL CALL VOTE

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

President Faccinetto stated that the Board held an Executive Session prior to this evening's meeting regarding litigation and personnel. In addition, he stated that he was at East Hills last Friday to see their production of *Alice in Wonderland Jr.*, and it was a fantastic show. Also, this past weekend, Northeast Middle School had their production, and that was also amazing. The arts in this District are outstanding even at the middle school level. Nitschmann's production will be held this coming weekend, and Broughal has their production in April.

PRESIDENT'S
COMMUNICATIONS

Dr. Roy stated that Senator Casey visited Northeast Middle School last week on anti-bullying legislation that he is working on. The District has key features in place, and the District was happy to host his visit, as it was good for students to meet Senator Casey.

SUPERINTENDENT'S
REPORT

Pennsylvania Department of Education (PDE) recently released information on four (4) schools in Pennsylvania nominated to the US Department of Education for the Green Schools awards, and Broughal Middle School was one of the nominees. These schools are recognized for their work to reduce environmental impact in costs, to

improve the health and wellness of students and staff, and to provide effective environmental and sustainability in education. Congratulations to Broughal Middle School staff and students, as well as Mr. Stein who assisted with the application.

President Faccinnetto asked if anyone had any items under Unfinished Business. Seeing none, he moved to Recommendations of the Administration.

UNFINISHED BUSINESS

Facilities Items

President Faccinnetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2 and 3.

RECOMMENDATIONS
OF THE
ADMINISTRATION

Director Follweiler made a motion to move Agenda Items 1 and 3, and she would like to pull Agenda Item 2. President Faccinnetto stated that we can move all of the agenda items and then we can come back for discussion. Director Follweiler than corrected her motion to approve Facilities Agenda Items 1, 2, and 3. The motion was seconded by Director Bonilla.

MOTION TO APPROVE
FACILITIES ITEMS 1, 2
AND 3

President Faccinnetto then opened it up to Director Follweiler to discuss Agenda Item 2.

Director Follweiler stated that she would like to pull Agenda Item 2 because she missed the Facilities Meeting, but afterwards the Board did receive some input from the public, and she had some questions for Dr. Roy of which she had a personal conversation with and she wanted to share it with the Board and public. She had a concern that the District needs to contract with D'Huy Engineering to be the project engineer because they are already our District engineer. So, she wanted to make sure that since they are already on a retainer, the District is writing a separate contract to retain them for this project specifically. She would like Dr. Roy to explain, and how does it differ from what they are already retained for? Some of the other questions were did we need to send it out for bid? However the explanation as she understands it that D'Huy Engineering is already on retainer. Dr. Roy responded that Agenda Item 2 is to hire D'Huy Engineering as the project manager/construction manager as part of the motion for the Nitschmann Middle School project. As a professional service, you are not required to do Requests for Proposals (RFPs), as it would not be a bid. In the case of D'Huy Engineering as they are our District engineer, we have an ongoing service agreement in place for day-to-day issues under retainer, but when moving to designing a new facility, the District needs a project manager to represent the District through construction on a larger scale. All the work the District has done thus far on Nitschmann Middle School has been included in the retainer, but now when the District is going to move on this project to the design and construction phases, Districts would put in place a project manager to represent the owner's interest in overseeing the entire project. This is something that D'Huy Engineering has done for many years for the District and has done it well. The projects come within the budget, and we haven't had lawsuits or shoddy construction issues. The Administration is excited to move ahead with D'Huy Engineering on this project. In addition, there was also a question about how the contract fee works, and it is a percentage of the total construction costs, which is standard for construction managers. The architect will also work on a percentage fee as well under the category of professional services. The one piece Dr. Roy wanted to make clear is that this project is talked about as a \$53.7 million project, but the fee for the project manager services would be on the \$48 million, which is the construction costs. The \$53.7 million includes the financing costs, the contingency costs, and all of that.

Director Follweiler asked Attorney Spry to verify that the District has done something similar with the legal firm that if there is a specific special project outside

of the normal retainer, does the District write a separate agreement that the Board approves. Attorney Spry responded that it is already in the retainer agreement that services that are provided under the retainer, and if it a litigation or some project outside of the retainer, then the Board is charged hourly.

Director Follweiler stated that it is not an unforeseen professional services item. Once we began having the conversation that the Board hires all the services similar to D'Huy Engineering as our retainer. Dr. Roy agreed, and they all operate similarly. Director Follweiler just wanted to make clear that there are other cases where the RFP has not been required.

Director Follweiler stated that her other question is that the approval this evening to hire D'Huy Engineering as our retainer for the project sets the project in motion, but not in stone. Is that correct? Dr. Roy responded yes.

Director Cann asked the Administration to clarify what is the engineer's percentage payment for public inquiry on the project? Is it based on projects costs, and what does this include? Mr. Stein responded that the fee is based on project costs that include the construction contracts, fixtures and equipment costs, site costs, and architect fees. For example, kitchen equipment that requires utility drops, or projector mounts that require coordination with electricity, or library furniture that is being designed around the layout. All of that is included in the total project costs. It does not include the contingency or financing costs that Dr. Roy mentioned earlier.

Director Follweiler responded that ultimately Mr. Stein is the check and balance for District, and D'Huy Engineering once approved is the check and balance on all of the other services that we approve. However, Mr. Stein oversees D'Huy Engineering, and the Superintendent oversees Mr. Stein, and the Board oversees the Superintendent. So, we have a lot of check and balance. Dr. Roy responded that the overall costs stop right here for Board approval.

Director Follweiler also wanted to clarify a statement that was made earlier, that on the other projects that the District has done in recent history, there has been no overage over the estimate. Dr. Roy responded that the amount of construction the District has had over the last number of years and the minimal to zero legal lawsuits, the shoddy construction fixes, and overruns, it is actually amazing how good it has been.

After seeing there were no more questions regarding the facilities items, President Faccinnetto asked for a roll call vote on Items 1, 2, and 3.

ROLL CALL VOTE ITEM
1, 2 AND 3

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass – 9-0

Curriculum Items

President Faccinnetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 4, 5, 6, and 7.

MOTION TO APPROVE
CURRICULUM ITEMS 4,
5, 6, AND 7

Director Burkhardt made a motion to approve the Curriculum Agenda Items 4, 5, 6, and 7. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items.

Director Follweiler stated that she would be voting no for Agenda Item 6, #2 regarding the Futures Business Leaders of America (FBLA) field trip to Hershey for Freedom High School. She is not against students attending FBLA as it is a great group, but past practice for the last few years is for groups to self-fund these trips through fundraising as other groups do. It is her understanding that this is coming out of the Freedom High School building fund which Mr. LaPorta has that option to do, but she feels the group should have done fundraising and paid for their trip for themselves.

Director Cann stated it is disappointing that FBLA did not fundraise their entire costs, but we have students in almost every club and sports organizations that go crazy fundraising. It is disappointing to see that they are requiring this much help, but because it is Freedom's building fund, she does not want to micromanage that. The principal may spend their building fund on whatever they feel is best. She will vote yes in that spirit, but she hopes this doesn't happen anymore.

Director Burkhardt asked for clarification of the FHS building fund. There is no line item called the FHS building fund. Is it an allocation from the district or funds that are accumulated by kids? Mrs. Gober responded that it is the building's district allocation for their operating budget for the fiscal year.

Director Follweiler stated that on the January agenda last month, Liberty FBLA did self-fund for their trip.

After seeing there were no more questions regarding the curriculum items, President Faccinnetto asked for a roll call vote on Items 4, 5, 6, and 7.

ROLL CALL VOTE
ITEMS 4, 5, 6, AND 7

Director Burkhardt – Yes; Director Cann – Yes; Director Follweiler – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director McKeon – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director Ortiz – Yes; Director Patrick – Yes; Director Vidanage – Yes; Director Bonilla – Yes; and President Faccinnetto – Yes

Motions pass 9-0 for Agenda Items 4, 5, 6 #1, and 7
Motion passes 7-2 for Agenda Item 6 #2.

Human Resources Items

President Faccinnetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15.

MOTION TO APPROVE
HUMAN RESOURCES
ITEMS 8, 9, 10, 11 12, 13,
14, AND 15

Director Ortiz made a motion to approve Human Resources Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15. Director Follweiler seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items.

Director Bonilla wanted to thank Mrs. Santanasto and Mrs. Fragnito for their service and wished them all the best in future endeavors.

Director Follweiler also wanted to thank them and also Mr. MacGill as he is retiring. All of the retirements deserve a well-deserved retirement. In particular, she has worked with Mrs. Santanasto since she has been on the Board and will miss her, especially on the Nitschmann project.

Dr. Roy also thanked Mrs. Santanasto as she was here regarding the Nitschmann approval, but also wanted to congratulate her on her retirement.

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President Faccinetto asked for a roll call vote on Items 8, 9, 10, 11, 12, 13, 14, and 15.

ROLL CALL VOTE
ITEMS 8, 9, 10, 11, 12, 13,
14, AND 15

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.

MOTION TO APPROVE
FINANCE ITEMS 16, 17,
18, 19, 20, 21, AND 22

Director McKeon made a motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22. Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on items 16, 17, 18, 19, 20, 21, and 22.

ROLL CALL VOTE
ITEMS 16, 17, 18, 19, 20,
21, AND 22

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass 9-0

DIVERSITY COMMITTEE: Director Ortiz stated that the next meeting would be held on April 4. She also wanted to take this opportunity to state that the District is blessed with talented and caring employees. Vivian Robledo-Shorey was selected for the NAACP Bethlehem Chapter Service Award, and she wanted to congratulate her publicly and thank her for what she does for the diverse community.

COMMITTEE REPORTS

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL COMMITTEE: Director Patrick stated that there was a meeting on February 5 where personnel items were discussed and the budget, which the BASD Board just voted on.

BETHLEHEM RECREATION COMMISSION – Director Follweiler stated that the Commission met last week. There is a grant that pays for SAT prep for students living on the Southside. There are two seats open and begins March 2. If there is any high school student on the Southside that would like grant paid subsidized SAT prep classes, please get in touch with the Administration. Dr. Roy indicated that Vivian Robledo-Shorey would be the administrative contact.

COLONIAL INTERMEDIATE UNIT 20 – Director Follweiler stated that the IU meeting would be held this Wednesday. Dr. Brennan presented the IU budget to the BASD Board at the Finance Meeting in February. In addition, she received information from Dr. Brennan regarding the system they use in their transportation of students, which also has a feature that can track IDs. They believe that BASD's IDs could possibly work within the system, but there needs to be further research. That is something the Administration needs to look into with the IU.

PSBA – Director Bonilla stated that PSBA has a vacant seat on the District 11 PIAA Board, as well as the PIAA statewide Board. They are accepting applications for each of those seats. Anyone interested in being a PSBA officer need to submit an application by April 30. PSBA By-law amendment proposals are due by May 15. Spring legislative meetings are coming up, but Lehigh and Northampton counties have yet to be scheduled.

FEBRUARY 25, 2013

ENERGY COMMITTEE –Director Vidanage stated that a meeting would be held next month.

BETHLEHEM EDUCATION FOUNDATION – President Faccinetto stated that their next meeting is Tuesday night. Back on January 29, there was a video premier at PBS, which was a huge success, and the Education Foundation funded those three (3) videos.

President Faccinetto asked if there was any New or Miscellaneous Business.

NEW OR
MISCELLANEOUS
BUSINESS

Director Follweiler stated that she wanted to tag onto Director Ortiz's comment on the NAACP event honoring Vivian Robledo-Shorey. She also attended this event and has attended these events in the past, and this she felt was the most attended event she has seen. There were several tables in honor of Mrs. Robledo-Shorey. It was a very well deserved honor that she received. Also that evening there were several students that were honored. That event is centered around the students and their talents.

President Faccinetto asked if there was anyone who would like to speak at Courtesy of the Floor.

COURTESY OF THE
FLOOR

Mr. Rogelio Ortiz (801 Uncas Street, Bethlehem) – Mr. Ortiz is the President of the Lynnfield Community Center on the Southside. He has a lot parents who are bilingual that come to the Community Center and ask for assistance with problems that they have at their child's school. When they call the school regarding their child they are upset that the other person on the line does not speak bilingual to answer questions. He goes with the parent to the school to be their interpreter. He would like to know what the District could do to help the bilingual people in the community. The parents get discouraged as they feel the schools do not care about their child because the parent does not speak English.

President Faccinetto directed Mr. Ortiz to speak to Dr. Roy after the meeting.

President Faccinetto asked if there was any item to be discussed under Open Forum.

OPEN FORUM

None

President Faccinetto stated that the Board would have an Executive Session immediately following this meeting for a Board Workshop. He asked for a motion for adjournment. Director McKeon made a motion and was seconded by Director Bonilla. The meeting adjourned at 7:40 p.m.

ADJOURNMENT

Attest,

Stacy M. Gober
Board Secretary

SMG:dln

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February 25, 2013

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1. *Authorization to Prepare Specifications and Solicit Bids – Various Summer Projects*

INFORMATION:

The following projects have been identified in the 2012 Capital Plan as high priority capital projects to be completed during the summer of 2013. These projects will be funded using \$500,000 from the Capital Reserve account.

Project	Est. Cost
1. Replace damaged boiler with high efficiency gas boilers at Lincoln Elementary School	\$ 186,000
2. Replace condenser water pipe at Liberty Klein Classroom Center	\$ 180,000
3. Replace storm systems at William Penn, Spring Garden and Farmersville	\$ 180,000
Total	\$ 546,000

This information was reviewed with the Board at the February 4, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes the administration and school district engineer to prepare and solicit bids for the above listed projects.

Account Code and Name: Capital Reserve 4600450 Construction Services
Account Balance: \$6,300,000.00

Facilities Items

President Faccinnetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2 and 3.

Director Follweiler made a motion to move Agenda Items 1 and 3, and she would like to pull Agenda Item 2. President Faccinnetto stated that we can move all of the agenda items and then we can come back for discussion. Director Follweiler than corrected her motion to approve Facilities Agenda Items 1, 2, and 3. Director Bonilla seconded the motion.

President Faccinnetto asked for a roll call vote on Items 1, 2, and 3.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass – 9-0

2. *Nitschmann Middle School Project Approval*

INFORMATION:

Over the last several months, the administration and Board have reviewed, evaluated and discussed the options to conduct select capital improvements, renovate or construct a new Nitschmann Middle School.

In order to proceed with a diligent and methodical plan and to comply with a projected bid date of January 2015, Board direction and approval is required.

RECOMMENDATION:

That the Board of School Directors authorizes the administration and D'Huy Engineering, Inc. to:

- A. Proceed with design phase services for a new Nitschmann Middle School located on the current site for an estimated budget cost of \$53.7 million.
- B. Prepare and execute a contract with D'Huy Engineering, Inc. to perform Resident Project Engineer services for the Nitschmann Middle School project for a fee of 3.5 percent of the total project costs. Fee for services includes all pre-design, design, bidding, construction and closeout phase project management services.

Account Code and Name: Capital Reserve 4400330

Account Balance: \$6,300,000.00

Facilities Items

President Faccinnetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2 and 3.

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President Faccinnetto then opened it up to Director Follweiler to discuss Agenda Item 2.

Director Follweiler stated that she would like to pull Agenda Item 2 because she missed the Facilities Meeting, but afterwards the Board did receive some input from the public, and she had some questions for Dr. Roy of which she had a personal conversation with and she wanted to share it with the Board and public. She had a concern that the District needs to contract with D'Huy Engineering to be the project engineer because they are already our District engineer. So, she wanted to make sure that since they are already on a retainer, the District is writing a separate contract to retain them for this project specifically. She would like Dr. Roy to explain, and how does it differ from what they are already retained for? Some of the other questions were did we need to send it out for bid? However the explanation as she understands it that D'Huy Engineering is already on retainer. Dr. Roy responded that Agenda Item 2 is to hire D'Huy Engineering as the project manager/construction manager as part of the motion for the Nitschmann Middle School project. As a professional service, you are not required to do Requests for Proposals

(RFPs) as it would not be a bid. In the case of D'Huy Engineering as they are our District engineer, we have an ongoing service agreement in place for day-to-day issues under retainer, but when moving to designing a new facility, the District needs a project manager to represent the District through construction on a larger scale. All the work the District has done thus far on Nitschmann Middle School has been included in the retainer, but now when the District is going to move on this project to the design and construction phases, Districts would put in place a project manager to represent the owner's interest in overseeing the entire project. This is something that D'Huy Engineering has done for many years for the District and has done it well. The projects come within the budget, and we haven't had lawsuits or shoddy construction issues. The Administration is excited to move ahead with D'Huy Engineering on this project. In addition, there was also a question about how the contract fee works, and it is a percentage of the total construction costs, which is standard for construction managers. The architect will also work on a percentage fee as well under the category of professional services. The one piece Dr. Roy wanted to make clear is that this project is talked about as a \$53.7 million project, but the fee for the project manager services would be on the \$48 million, which is the construction costs. The \$53.7 million includes the financing costs, the contingency costs, and all of that.

Director Follweiler asked Attorney Spry to verify that the District has done something similar with the legal firm that if there is a specific special project outside of the normal retainer, does the District write a separate agreement that the Board approves. Attorney Spry responded that it is already in the retainer agreement that services that are provided under the retainer, and if it a litigation or some project outside of the retainer, then the Board is charged hourly.

Director Follweiler stated that it is not an unforeseen professional services item. Once we began having the conversation that the Board hires all the services similar to D'Huy Engineering as our retainer. Dr. Roy agreed, and they all operate similarly. Director Follweiler just wanted to make clear that there are other cases where the RFP has not been required.

Director Follweiler stated that her other question is that the approval this evening to hire D'Huy Engineering as our retainer for the project sets the project in motion, but not in stone. Is that correct? Dr. Roy responded yes.

Director Cann asked the Administration to clarify what is the engineer's percentage payment for public inquiry on the project? Is it based on projects costs, and what does this include? Mr. Stein responded that the fee is based on project costs that include the construction contracts, fixtures and equipment costs, site costs, and architect fees. For example, kitchen equipment that requires utility drops, or projector mounts that require coordination with electricity, or library furniture that is being designed around the layout. All of that is included in the total project costs. It does not include the contingency or financing costs that Dr. Roy mentioned earlier.

Director Follweiler responded that ultimately Mr. Stein is the check and balance for District, and D'Huy Engineering once approved is the check and balance on all of the other services that we approve. However, Mr. Stein oversees D'Huy Engineering, and the Superintendent oversees Mr. Stein, and the Board oversees the Superintendent. So, we have a lot of check and balance. Dr. Roy responded that the overall costs stop right here for Board approval.

Director Follweiler also wanted to clarify a statement that was made earlier, that on the other projects that the District has done in recent history, there has been no overage over the estimate. Dr. Roy responded that the amount of construction the District has had over the last number of years and the minimal to zero legal lawsuits, the shoddy construction fixes, and overruns, it is actually amazing how good it has been.

After seeing there were no more questions regarding the facilities items, President Faccinnetto asked for a roll call vote on Items 1, 2, and 3.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass – 9-0

**AGREEMENT FOR RESIDENT PROJECT ENGINEER SERVICES FOR
BETHLEHEM AREA SCHOOL DISTRICT
NITSCHMANN MIDDLE SCHOOL**

THIS IS AN AGREEMENT made as of this _____ day of _____, 2013, between THE BETHLEHEM AREA SCHOOL DISTRICT, referred to as "OWNER," and D'HUY ENGINEERING, INC., referred to as "ENGINEER." OWNER intends to renovate or construct a new Nitschmann Middle School in Bethlehem, Pennsylvania. OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES (RESIDENT PROJECT ENGINEER SERVICES)

1.1 General

ENGINEER will serve as OWNER's professional engineering representative for the Project, and provide professional engineering consultation and advice through completion of the Project.

1.2 Pre-design Phase Services

During this phase, ENGINEER will work closely with OWNER's personnel to investigate and develop Project criteria and program requirements.

- 1.2.1 Prepare preliminary PlanCon forms, where applicable. These will allow for the OWNER to plan space needs in the facility, including scheduled space and support areas. Furthermore, it will allow for a more accurate estimate of the overall budget and eliminate the lead time involved in the PlanCon process for the Project.
- 1.2.2 Scheduling. Overall preliminary scheduling for the Project, including pre-design, design, and construction phases will be prepared.
- 1.2.3 Cost analysis. Prepare budgets using estimates from similar projects and based on current market conditions.
- 1.2.4 Value engineering. Identify systems and opportunities for value engineering considering first costs, operation, maintainability, and life cycle.
- 1.2.5 Conceptual planning. Preliminary conceptual planning, including phasing requirements, staging areas, location of building and site features.
- 1.2.6 Develop program criteria. ENGINEER will work in conjunction with OWNER's administration personnel and school principal to define clearly the program for the facility which can then be used to establish preliminary design information for the design professionals. This effort will define the OWNER's desires with regard to the criteria for the Project, i.e., educational requirements, space needs, mechanical systems of the building, audio-visual provisions, future expansion, computer networking, events parking, etc.

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- 1.2.7 Prepare the update to district wide facility study for PDE compliance.
- 1.2.8 Prepare scope, issue RFPs and manage and oversee all pre-design phase work for site survey, environmental assessment and geotechnical investigation.
- 1.2.9 Perform preliminary investigation of local and state agency requirements, i.e. zoning requirements, Planning Commission, DEP, etc., for establishing schedules and submittal requirements.
- 1.2.10 Assist with planning for phased construction sequence including planning for any temporary buildings or site features
- 1.2.11 Assist the OWNER in establishing criteria for design professionals, including scope of work, scope of services, time schedule, budget, and Project criteria.
- 1.2.12 Assist the OWNER in preparing draft contracts for all professional services.

1.3 Design Phase Services

ENGINEER will be the OWNER's representative and will serve as liaison between the OWNER, the design professionals, and approval agencies.

- 1.3.1 Review with design professionals the criteria and program requirements established during pre-design phases.
- 1.3.2 Periodically review design drawings and specifications for conformance with Project criteria, including conformance with OWNER and PDE guidelines.
- 1.3.3 Participate in design meetings with the Architect and the OWNER's design committee.
- 1.3.4 Assist OWNER and Architect in making presentations as requested by the OWNER, e.g. Act 34 Hearing, board meetings and school informational meetings.
- 1.3.5 Perform value engineering, e.g. Foundation system, code conformance options, framing systems, construction materials, and mechanical systems.
- 1.3.6 Review PlanCon submittals prepared by the Architect.
- 1.3.7 Prepare a detailed system by system budget for the project.
- 1.3.8 Periodically review cost estimates and conformance of design with established budget.

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- 1.3.9 Review drawings and specifications for constructability coordination and construction options, i.e., material selection, constructability, and specification conformance with OWNER's standards.
- 1.3.10 Attend architectural design team meetings as OWNER's representative.
- 1.3.11 Attend PDE and municipal agency review meetings with Architect and OWNER.
- 1.3.12 Update design and construction phase schedule.
- 1.3.13 Advise OWNER regarding design progress and schedule.
- 1.3.14 Advise OWNER regarding submittals to governmental agencies and any perceived impact on Project schedules.
- 1.3.15 Advise the design team regarding the incorporation of scheduling requirements of the OWNER.
- 1.3.16 Advise Architect in developing alternates in bid documents to ensure competitive bidding and allow for flexibility in selecting alternates prior to award, i.e., terrazzo floors versus vinyl tile, roof systems, wall finishes, mechanical systems, etc.
- 1.3.17 Assist in coordination of utility services required for project.
- 1.3.18 Prepare all Division 00 and 01 project specifications.
- 1.3.19 Prepare project schedule and specific contract milestones for inclusion in bid documents.
- 1.3.20 Prepare draft contractor agreements.
- 1.3.21 Perform constructability review of Architect and consultants' drawings and specifications for coordination, contractor assignment and compliance with OWNER's criteria.
- 1.3.22 Prepare temporary facilities specifications and requirements, including staging and phasing drawings.
- 1.3.23 Prepare scope, issue RFPs and manage all construction testing, waste management and HVAC testing, adjusting and balancing.
- 1.3.24 Prepare all bid forms, unit prices and alternates to provide competitive bidding and identify costs for unforeseen conditions.
- 1.3.25 Review bid documents for conformance with Project criteria, including PDE and municipal requirements.

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- 1.3.26 Review the bid documents and obtain input of district solicitor prior to issuing bid documents.
- 1.3.27 Conduct pre-bid conference and manage all questions from contractors.
- 1.3.28 Assist in acquiring multiple bidders.
- 1.3.29 Assist OWNER in reviewing bids and making recommendations.

1.4 Construction Phase Services

ENGINEER will provide full time representation for the OWNER through the construction phase.

- 1.4.1 Assign one full time Field Representative to be on site during entire construction period to observe and review activities with Architects, Contractors, Testing, etc.
- 1.4.2 Assign one Field Representative at Engineer's discretion to assist with observation of mechanical, electrical and plumbing work.
- 1.4.3 Assign Principal Engineer to oversee all activities with the OWNER, Contractors and Architect.
- 1.4.4 Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect's clarifications and interpretations of the contract documents, progress reports, and other Project related documents.
- 1.4.5 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- 1.4.6 Implement the use of ENGINEER's web based project management software including procedures and process for RFIs, payment request, submittals and other construction phase documentation.
- 1.4.7 Maintain a full set of all project submittals, shop drawings, samples, as built drawings and other documentation to be turned over to OWNER at project closeout.
- 1.4.8 Monitor and assess construction schedule, progress and activities of Contractors to ensure conformance with project documents and construction schedule.

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- 1.4.9 Record names, addresses, and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 1.4.10 Review all Contractors' applications for payment with the Architect and provide recommendations to OWNER.
- 1.4.11 Coordinate quality control requirements including construction testing and municipal agency inspections and approvals with Contractors.
- 1.4.12 Advise OWNER regarding conformance with prevailing wage requirements.
- 1.4.13 Maintain shop drawing submittal schedule, and ensure that Architect and Contractors are processing submittals in a timely fashion.
- 1.4.14 Conduct scheduled construction meetings and assist with preparation of meeting minutes which are to be reviewed with the OWNER.
- 1.4.15 Evaluate, recommend and advise OWNER on any construction issues, changes or recommendations. Provide action plans for corrective action.
- 1.4.16 Assist Architect in construction administration through the course of the Project.
- 1.4.17 Assist Contractors with coordination of activities with OWNER, Architect, Municipal Agencies and utility companies.
- 1.4.18 Review construction progress and advise Owner if Prime Contractors are not coordinating construction activities in accordance with Project documents and provide action plans for corrective action.
- 1.4.19 Provide progress photos and status reports as requested by OWNER.
- 1.4.20 Participate in punch list preparation and final start up procedures to ensure smooth transition to occupancy by the OWNER.
- 1.4.21 ENGINEER will be actively involved throughout the construction phase, including attendance at Board meetings to present construction progress reports as required.
- 1.4.22 ENGINEER will submit monthly written progress reports to the OWNER and ARCHITECT, which will include information on each prime contractor's work, and on the progress of the entire project, showing percentages of completion as measured against the Construction Schedule.

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SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Services Requiring Authorization in Advance.

Additional Services as agreed to by OWNER and ENGINEER. No Additional Services shall be provided without prior written authorization.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Project.
- 3.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
- 3.7 Direct ENGINEER to provide Additional Services as stipulated in Paragraph 2.1 of this Agreement, or other services as required.
- 3.8 Bear all costs incident to compliance with the requirements of this Section 3.

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SECTION 4 - PERIODS OF SERVICE

The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 an amount based on a percentage of the project cost.

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services in accordance with the terms stated in the written authorization to perform such Additional Services.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses reasonably incurred in connection with all Basic and Additional Services, as set forth in Paragraph 5.1.4.

5.1.4 Maximum Payment for Basic Services. Amounts paid by OWNER to ENGINEER (to include all Basic Services and Reimbursable Expenses) shall not exceed 3.5% of project cost as entered on Line F of PlanCon Form J, Page 02 and 3.5% of any other related or other project costs that ENGINEER provides services for (this will include demolition work, testing, utility coordination and any alternate bids, whether accepted or not).

5.2 Times of Payments.

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements. Monthly statements shall be submitted as a % of project cost and based on the following schedule and phases.

Pre-design phase	up to 10%
Design phase	up to 35%
Construction phase	up to 100%

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within forty-five days after receipt of ENGINEER's statement therefore, the amount due ENGINEER will be increased at the rate of 1% per month from said forty-fifth day and, in

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addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

- 5.3.2 In the event of termination by OWNER under Paragraph 6.1 during any phase of the Basic Service, ENGINEER will be paid for services rendered during that phase. In the event of any such termination, ENGINEER also will be reimbursed for Reimbursable Expenses and all unpaid Additional Services.

5.4 Definitions.

- 5.4.1 Reimbursable Expenses mean the actual expenses reasonably incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, but such Reimbursable Expenses shall only be paid in accordance with Paragraph 5.1.4, at cost.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide further services under this Agreement may be terminated by OWNER or ENGINEER upon ninety days' written notice. If OWNER terminates agreement payments shall be made to ENGINEER in accordance with Paragraph 5.3.2. If ENGINEER terminates agreement payments shall be made to ENGINEER in accordance with Paragraph 5.3.2.

6.2 Controlling Law.

This agreement is to be governed by the laws of the Commonwealth of Pennsylvania.

6.3 Successors and Assigns.

OWNER and ENGINEER each is hereby bound and the successors of OWNER and ENGINEER (and to the extent permitted by Paragraph 6.4.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the successors (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- 6.3.1 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (excluding moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing

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such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

- 6.3.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 7 - INSURANCE

- 7.1 ENGINEER shall procure and maintain insurance for protection from claims under Worker's Compensation Acts, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees or of any person other than such employees in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00). Such insurance shall be maintained with reputable insurance companies, and ENGINEER shall provide OWNER with a Certificate of Insurance upon OWNER'S request. OWNER shall be named as an 'Additional Insured' on each policy procured by ENGINEER and each Certificate of Insurance shall identify OWNER as an Additional Insured.
- 7.2 ENGINEER shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide for coverage in such amounts, with such deductible provisions and for such period of time as set forth below, and certificates indicating that such insurances in effect will be delivered to OWNER upon OWNER'S request:

AMOUNT: \$3,000,000.00

DEDUCTIBLE: \$50,000.00

SECTION 8 - EXCLUSIONS

1. As design professionals in private practice, our professional liability insurance limits the scope of services to exclude the following: Hazardous materials including, but not limited to, asbestos, radon, lead and nuclear energy. However, we will provide the names of consultants providing the excluded services.
2. ENGINEER will not be responsible for any contractor or other personnel means and methods, safety or security operations or practices. Any Contractor means and methods, safety or security program issues shall not create any liability for ENGINEER.

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SECTION 9 - MISCELLANEOUS

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

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

OWNER: THE BETHLEHEM AREA SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

ENGINEER: D'HUY ENGINEERING, INC.

By: _____

Printed Name: Arif Fazil

Title: President

Date: _____

3. *Lease Agreement with the Borough of Fountain Hill*

INFORMATION:

The Broughal Middle School softball team utilizes the Borough of Fountain Hill softball field for practices and games. The District will be charged \$25 per game for the use of the Borough's field during the softball season starting March 4, 2013. There are eight home games scheduled for the 2013 season for a total seasonal rental of \$200. The Broughal softball team utilized the same softball field for the last three years for practices and six to eight games per season.

This item was reviewed with the Board at the February 4, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to enter into a one year agreement with the Borough of Fountain Hill for the use of their softball field for games and practices by the Broughal Middle School softball team at a cost not to exceed \$25 per game.

Account Code and Name: General Fund 3250440 Athletics Rentals
Account Balance: \$200.00

Facilities Items

President Faccinnetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2 and 3.

Director Follweiler made a motion to move Agenda Items 1 and 3, and she would like to pull Agenda Item 2. President Faccinnetto stated that we can move all of the agenda items and then we can come back for discussion. Director Follweiler then corrected her motion to approve Facilities Agenda Items 1, 2, and 3. Director Bonilla seconded the motion.

President Faccinnetto asked for a roll call vote on Items 1, 2, and 3.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass – 9-0

4. *Bethlehem Area School District Cyber Academy Agreement for the 2013-2014 School Year*

INFORMATION:

In an attempt to offer students in the Bethlehem Area School District (BASD) alternative opportunities for education, the district embarked on the development of a cyber based educational delivery system. During the 2012-2013 school year, in conjunction with IU #20, the district was able to offer BASD students, who were full-time cyber students, the choice of enrolling in the BASD Cyber Academy. The net result is an approximate savings to the school district of \$60,000.

This information was reviewed with the Board at the February 4, 2013, Board Curriculum Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves a joint venture between the District, Intermediate Unit 20, and VLN for the purpose of providing the professional development of teachers and curriculum development to upload BASD curriculum on-line. A copy of the Agreement is attached. Beginning in the 2013-2014 school year, District students who wish to be educated in a fully cyber environment would be placed in a program operated by VLN.

Account Code and Name: General Fund 1100323 Professional Educational Services
Account Balance: 2013-2014 Budget

Curriculum Items

President Faccinnetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 4, 5, 6, and 7.

Director Burkhardt made a motion to approve the Curriculum Agenda Items 4, 5, 6, and 7. Director Patrick seconded the motion.

President Faccinnetto asked for a roll call vote on Items 4, 5, 6, and 7.

Director Burkhardt – Yes; Director Cann – Yes; Director Follweiler – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director McKeon – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director Ortiz – Yes; Director Patrick – Yes; Director Vidanage – Yes; Director Bonilla – Yes; and President Faccinnetto – Yes

Motions pass 9-0 for Agenda Items 4, 5, 6 #1, and 7
Motion passes 7-2 for Agenda Item 6 #2.

BLENDING LEARNING SERVICES AGREEMENT

THIS BLENDING LEARNING SERVICES AGREEMENT ("Agreement") dated this _____ day of _____, 2013, by and between VLN PARTNERS, LLP, a Pennsylvania limited liability partnership, ("VLN"), with offices located at 1212 East Carson Street, Pittsburgh, Pennsylvania 15203.

AND

BETHLEHEM AREA SCHOOL DISTRICT, a Pennsylvania public school district, ("District") with an address of 1516 Sycamore Street, Bethlehem, PA 18017.

WHEREAS, VLN is engaged in the business of providing internet-based distance learning services to school districts and students;

WHEREAS, District has requested and VLN has agreed to provide District with the necessary online curriculum and related support to establish an internet-based distance learning services program.

NOW THEREFORE, in accordance with the aforesaid recitals, VLN and District intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

The following terms are specifically defined for purposes of this Agreement:

- (a) "Blended Learning Services" – shall mean VLN's internet-based distance learning services.
- (b) "Blended Learning Services Program" or "BLSP" – shall mean any of District's distance learning programs established through use of VLN's Blended Learning Services under this Agreement.
- (c) "Course Materials" – shall mean all text books and other supporting materials necessary for a Student to fully participate in any course offered pursuant to this Agreement.
- (d) "Cyberschool in a Box®" – shall mean VLN's proprietary technology and methodology of delivering internet-based distance learning services.
- (e) "Cyberschool" or "Cyberschool Program" – shall mean VLN's fully-supported turnkey educational delivery system.
- (f) "Equipment" – shall mean all computers, hardware, cabling, software and related licenses owned by VLN and licensed to the District and/or Students for use in BLSPs.
- (g) "IEP" – shall mean Individualized Educational Program as set forth in 34 CFR 300 et, seq.
- (h) "Logins" – shall mean individualized password protected codes used to access BLSPs.

(i) “Student” – shall mean a male or female student officially enrolled in the District, whether or not that student resides within the geographical boundaries of the District.

(j) “VLN Essentials” or “VLN Essentials Courses” shall mean VLN’s catalog of available online courses.

ARTICLE II

BLENDED LEARNING SERVICES - TERMS AND CONDITIONS

1. Term. The Term of this Agreement shall commence on the date first written above and automatically renew for successive one (1) year terms (from July 1 to June 30) thereafter, unless either party terminates the same by providing written notice to the other at least forty-five (45) days prior to the end of the then current term.

2. Fees/Payment. As a prerequisite to VLN’s obligation to perform blended learning services under this Agreement, District shall have timely paid all required fees in accordance with the terms of payment for each. There shall be no refund for any fees paid to VLN for services provided under this Agreement except to the extent that a court determines the same to be an appropriate measure of damages for a breach of this Agreement by VLN.

3. Course Materials. District shall provide all Course Materials necessary for its Students to participate in any BSLP initiated under this Agreement. The aforementioned notwithstanding, if District elects to create a Cyberschool Program and is not a Member of VLN’s Regional Network (as hereinafter defined), VLN shall provide all Course Materials for all VLN Essentials Courses used in conjunction with that Cyberschool Program.

4. Curriculum. In conjunction with the establishment of any BLSP under this Agreement, District will receive access to the VLN Essentials Courses and, if applicable, all courses it customized under this Agreement. VLN reserves the right to add or remove courses from the VLN Essentials Curriculum from time to time, provided however that VLN shall not, during the school year, remove any course in which District Students are actively enrolled without the prior approval of District, which approval shall not be unreasonably withheld, conditioned or delayed.

5. Network Membership. District shall have the Option to join VLN’s Regional Network to obtain the benefits of VLN’s services, which include access to VLN’s Essentials Course Catalog, customized portals to match District’s website, customized marketing campaigns for recruitment and enrollment and training for District staff members. The following shall apply to Network Membership:

a. Annual Network Membership Fee. (\$16,750.00) – In order to join VLN’s Regional Network, District shall pay VLN an Annual Network Membership Fee of \$16,750.00, the first of which Fee shall be due upon execution of this Agreement. Thereafter, District shall pay the Annual Network Membership Fee to VLN beginning on July 1st following the first complete regular school year after VLN’s commences services under this Agreement, and continuing on July 1st of each consecutive year thereafter for so long as this Agreement remains in effect. The aforementioned notwithstanding, no Annual Network Membership Fee shall be due hereunder until such time as the total savings realized by District from enrollment by Students in a BLSP (the “Total Cost Savings”) equals or exceeds the amount of the first Annual Network Membership Fee, i.e. \$16,750.00. The Total Cost Savings to the District shall be viewed in the aggregate, such that if, for example, over the course of the 2012-2013 and the 2013-2014 school years, the Total Cost Savings equals or exceeds

the first Annual Network Membership Fee, then the Annual Network Membership Fee shall be due on July 1, 2014, as set forth herein, and on July 1 of each year thereafter. The Total Cost Savings shall be a one-time cumulative calculation, regardless of any later fluctuation in enrollment. Once the total Cost Savings has been realized, the Annual Network Membership Fee shall thereafter be due for so long as this Agreement remains in effect.

b. Customization. For no additional charge, District may utilize VLN's services to customize up to thirty-five (35) courses per year, during the first three (3) years following initiation of this Agreement (i.e., not to exceed 105 total courses). VLN will customize said courses to match the scope and sequence of traditional "bricks and mortar" classroom courses.

c. Cyberschool. If District joins VLN's Regional Network, the per-Student tuition fee shall be reduced to \$4,250.00, as set forth in Article II, Paragraph 9(d).

d. Textbook Fulfillment. If District joins VLN's Regional Network, District shall have the option to request VLN to provide all Course Materials for VLN Essentials Courses for Students enrolled in Cyberschool. The cost of said service is \$750.00 per Cyberschool box (i.e. seat) purchased by District.

6. Customization Services. District may customize courses to meet the scope and sequence of traditional brick and mortar classrooms. The cost of VLN's customization services follows:

a. Bundles of Customized Courses - (\$20,000.00) – District may elect to have VLN customize a bundle of up to thirty (30) courses to match the scope and sequence of a specific classroom curriculum. The charge for customization of each bundle of thirty (30) courses is \$20,000.00, which charge represents a one-time setup fee that shall be payable prior to the initiation of course development activities by VLN. Additional bundles of thirty (30) courses may be purchased for an additional charge of \$20,000.00 per bundle.

b. Individual Customized Courses – (\$2,500.00) - DISTRICT may elect to have VLN customize individual courses to match the scope and sequence of a specific classroom curriculum. The charge for each Individual Customized Course is \$2,500.00, which charge represents a one-time setup fee that shall be payable prior to the initiation of course development activities by VLN. Individual Customized Course charges shall be on a per course basis such that if, for example, an Individual Customized Course is purchased for an 8th grade curriculum, a separate charge of \$2,500.00 shall be due.

c. Maintenance of Customized Courses. VLN shall perform routine annual maintenance on all customized courses. These services include minor revisions and updates to courses that have already been customized to ensure accuracy and relevance. From time to time, DISTRICT may desire to perform an "overhaul" of courses that have been customized to accommodate changes in its overall curriculum design. For purposes of this Agreement a course "overhaul" shall mean changes to more than fifty (50%) percent of the modules for any given course. For example, if a particular course offered in a traditional brick and mortar classroom changes its textbook, significant changes will be required to update the associated online course. DISTRICT shall have the option to "overhaul" up to (3) three customized courses during each year of the Agreement. Should DISTRICT desire to overhaul more than three (3) courses in any year of this Agreement, DISTRICT shall pay VLN a fee of \$2,500.00 per course (for each course in excess of three (3) per year), for the customization of that course.

7. Unsupported Login BLSPs. Unsupported Login BLSPs are those BLSPs for which DISTRICT shall be solely responsible for providing highly qualified teachers to perform all necessary instructional services, including, but not limited to, grading of Student work and acting as teachers of record. DISTRICT shall also provide all Student oversight for Unsupported Login BLSPs. The following shall apply to all Unsupported Login BLSPs:

a. Equipment. District shall be responsible for ensuring that Students have all necessary equipment and high-speed internet access to operate an Unsupported Login BLSP. If a Student withdraws or is otherwise removed from an Unsupported Login BLSP there shall be no refund to District or that Login, however, District may substitute a new Student in the withdrawing Student's seat without incurring any additional Login fees. There shall be a two (2) day turn-around to transfer any withdrawing Student's Login seat to an incoming Student.

b. Unsupported Login Fee. The cost of each Unsupported Login Fee is \$150.00, per Student. There shall be only one Student Login allocated to each Student and Logins may not be shared, transferred or used by any person who is not a District Student. All Logins shall be valid only through the end of the school year in which they are purchased. New Logins must be purchased for each new contract year during which this Agreement remains in effect. Unsupported Login Fees are subject to increase from year to year during the term of this Agreement based upon fluctuation in access fees required to provide content from third-party publishers.

8. Partially-Supported Login BLSPs. Partially-Supported Login BLSPs are those BLSPs for which VLN shall provide teachers of record and grading support. No synchronous support services shall be available in Partially-Supported Login BLSPs. All other necessary teacher and instructional support services shall be provided by District. Enrollment for all Partially Supported Login BLSPs may be limited due to teacher availability.

a. Equipment. District shall be responsible for ensuring that Students have all necessary equipment and high-speed internet access to operate a Partially-Supported Login BLSP. If a Student withdraws or is otherwise removed from a Partially Supported Login BLSP there shall be no refund to District for that Login, however, District may substitute a new Student in the withdrawing Student's seat without incurring any Login fees. There shall be a two (2) day turn-around to transfer any withdrawing Student's Login seat to an incoming Student.

b. Partially-Supported Login Fee. The cost of each Partially-Supported Login Fee is \$400.00, per Student, per course. There shall be only one Student Login allocated to each Student and Logins may not be shared, transferred or used by any person who is not a District Student. All Logins shall be valid only through the end of the school year in which they are purchased. New Logins must be purchased for each new contract year during which this Agreement remains in effect. Partially-Supported Login Fees are subject to increase from year to year during the term of this Agreement based upon fluctuation in access fees required to provide content from third-party publishers.

c. Supplemental Elective Course Services: District may elect, subject to availability, to have VLN supply highly qualified teachers to act as teachers of record and provide grading support for Students enrolled in Partially-Supported Login BLSPs. District shall pay a Supplemental Elective Course Fee of \$650.00 per Student, per course, for each course selected by District from the VLN Essentials Curriculum or for their catalog of customized courses for which VLN must retain a qualified instructor. Such fee shall be due prior to initiation of services by VLN. Enrollment in Supplemental Elective courses is based upon teacher availability and VLN reserves the right to

restrict fully supported access to the courses in the Supplemental Elective Course Catalog at its discretion. Enrollment in Supplemental Elective Courses may be limited due to teacher availability.

9. Fully-Supported Login BLSPs: Fully-Supported Login BLSPs are those BLSPs in which VLN shall provide highly qualified teachers to perform all necessary instructional services, including, but not limited to, grading of Student work and acting as teachers of record. The following shall apply to all Fully-Supported Login BLSPs:

a. Supplemental Elective Course Services: DISTRICT may elect, subject to availability, to have VLN supply highly qualified teachers to provide instructional and grading support for Students enrolled in Fully-Supported Login BLSPs. DISTRICT shall pay a Supplemental Elective Course Fee of \$650.00 per Student, per course, for each course selected by DISTRICT from the VLN Essentials Curriculum or for their catalog of customized courses for which VLN must retain a qualified instructor. Such fee shall be due prior to initiation of services by VLN. Enrollment in Supplemental Elective courses is based upon teacher availability and VLN reserves the right to restrict fully supported access to the courses in the Supplemental Elective Course Catalog at its discretion. If DISTRICT elects to purchase Supplemental Elective Course Services, VLN shall provide Student oversight, as set forth in Section 9 of this Article.

b. Summer School Services: DISTRICT may elect to utilize VLN's services to establish a Summer School Program. The enrollment fee for a Summer School Program is \$250.00 per Student, per course, which fee shall be due prior to enrollment. Students enrolled in the Summer School Program will have access to those courses in the VLN Essentials Curriculum designated as Summer School Courses or any courses in their customized catalog that have been approved for delivery in the summer school program by VLN. DISTRICT shall supply all facilities and Student oversight to operate its Summer School Program. VLN shall supply highly qualified teachers to provide instructional and grading support for Summer School Courses. Only approved customized courses and VLN Essentials summer school courses will be available in the Summer School Program.

c. Equipment. Except with regard to the Cyberschool Program, District shall be responsible ensuring that Students have all necessary equipment and high-speed internet access to operate Fully-Supported Login BLSPs. VLN shall provide technical support for all of its distance learning applications for Supported BLSPs and may utilize subcontractors to provide any necessary hardware, software, and maintenance services to accomplish the same.

d. Fully-Supported Login Fee. Fully-Supported Login Fees are subject to increase from year to year during the term of this Agreement based upon fluctuation in access fees required to provide content from third-party publishers.

10. Cyberschool. Cyberschool is VLN's fully-supported turnkey educational delivery system. The following shall apply to District's Cyberschool Program:

a. Enrollment Fees. The following Tuition Fees shall apply to Cyberschool:

i. Regional Network Member. If District joins VLN's Regional Network, District shall pay an annual per-Student Enrollment Fee of \$4,250.00. District shall submit a purchase order to VLN for the Students that it wishes to enroll into a Cyberschool program. The Enrollment Fee shall be due at the time the purchase order is submitted and shall be

prorated based upon the quarter in which the Student is enrolled. The following represents the applicable per-Student tuition charge for each quarter:

<u>Enrollment Semester</u>	<u>Tuition</u>
Full Year Tuition	\$4,250.00
2 nd quarter enrollments	\$3,188.00
3 rd quarter enrollments	\$2,500.00
4 th quarter enrollments	\$1,500.00

ii. Non-Regional Network Member. If District does not join VLN's Regional Network, District shall pay an annual per-Student Enrollment Fee of \$5,000.00. District shall submit a purchase order to VLN for the Students that it wishes to enroll into a Cyberschool program. The Enrollment Fee shall be due at the time the purchase order is submitted and shall be prorated based upon the quarter in which the Student is enrolled. The following represents the applicable per-Student tuition charge for each quarter:

<u>Enrollment Semester</u>	<u>Tuition</u>
Full Year Tuition	\$5,000.00
2 nd quarter enrollments	\$4,000.00
3 rd quarter enrollments	\$3,000.00
4 th quarter enrollments	\$2,000.00

iii. Withdrawal of Student. If a Student withdraws or is otherwise removed from a Cyberschool program after the commencement of any quarter there shall be no tuition refund to the District, however, the District may substitute a new Student in the withdrawing Student's slot without incurring any additional tuition fees, provided that said withdrawing Student returns VLN's Equipment immediately thereafter in good and working order or, DISTRICT makes payment for the Equipment. There shall be a (7) day turn-around to recycle any withdrawing Student's Equipment before it can be reissued to any new student.

iv. Equipment. VLN shall provide all necessary Equipment to District for each Student enrolled in Cyberschool. DISTRICT shall be responsible for the storage, distribution and recovery of all Equipment used by Students enrolled in Cyberschool, in accordance with policies established by VLN. Prior to distributing Equipment to any Student, DISTRICT must obtain and deliver to VLN an Equipment License Agreement, the form of which is attached hereto as Exhibit "A", signed by each Student and his/her respective parent/guardian. Promptly upon the earlier of (i) termination of this Agreement or said license; (ii) cessation of use by any Student in a Cyberschool BLSP; or (iii) upon expiration of the regular academic school year (not including summer school or other additional learning support or classes), DISTRICT shall gather all remaining Equipment (that has not already been returned to VLN) from Students, and then package, store and coordinate the pick-up-time when VLN will recover the same. Thereafter VLN will conduct an inventory and examination of the Equipment and determine whether any component thereof is missing or damaged and notify the DISTRICT of the same, ordinary wear and tear excepted. District shall reimburse VLN for any damaged or missing Equipment on or before June 30th of each year of this Agreement. The stipulated replacement value of such Equipment is \$1,500.00. District shall notify VLN immediately if it becomes aware of damage to or malfunction of any Equipment at any time during the Agreement. In the event that VLN provides hard-copy Course Materials for Cyberschool, the foregoing provisions shall also apply

to any such Course Materials. The stipulated replacement value of said Course Materials is \$75.00 per Student, per course. If District reimburses VLN for either Equipment or Course Materials, as set forth herein, VLN shall, upon request of District, assign any claim it has to recover said costs pursuant to the terms of an Equipment License Agreement.

v. License: VLN hereby grants a non-exclusive, non-transferable, non-sublicensable and revocable license to District for all Equipment provided by VLN for use in District's Cyberschool Program. Such license shall extend to those District Students enrolled in the Cyberschool Program and shall terminate upon termination of this Agreement or other revocation of the license.

11. Professional Development Services: Basic professional development services are included with the Network Membership Fee, which services cover the mechanics involved with utilizing VLN's technology framework. Advanced Professional Development Services are also available for a fee of \$1,500.00, per day, which fee shall be due prior to delivery of such services. Advanced Professional Development Services consist of a series of professional development training workshops designed to enhance the overall effectiveness of an established BLSP.

12. Delivery Environment. While it is possible to offer VLN's products and services in a variety of delivery environments, in which cases extra charges may apply. The minimum system requirements are listed below:

Microsoft Windows Environment:

- PentDistrictm III (or better) core processor (400 MHz or higher) High-speed broadband Internet connection MS Windows Operating System (or compatible)
- MS Office productivity software (including MS Word and MS Powerpoint)
- 256 MB RAM or better X VGA (display setting 1024x768 resolution)
- Microsoft Internet Explorer - version 6.0 or higher
- Audio: Sound card with speakers, microphone or headset (headsets STRONGLY recommended)

13. Student Oversight: VLN shall provide teacher and grading support, including home room designated teachers, for all Fully-Supported BLSPs. VLN shall also provide teachers of record and grading support for all Partially-Supported BLSPs. District shall provide teacher and grading support, including home room designated teachers for all Unsupported BLSPs. VLN hereby warrants to District that all employees involved in the oversight of any BLSP are appropriately certificated as required by applicable federal and state laws. District warrants that it has obtained all necessary licenses and approvals to use any materials provided to VLN for use in all BLSPs, including those relating to copyright.

14. Development of BLSPs: District agrees to cooperate with VLN as is necessary and to make available to VLN such personnel and records that are reasonably required by VLN to create and implement the BLSP(s) elected by District. District shall identify all of the courses it wishes to include in its BLSP at least ninety (90) days prior to the date on which the District intends to enroll Students therein. VLN may utilize subcontractors to provide Equipment, technical support and maintenance for all BLSPs.

15. Non-Transferrable. Except as otherwise provided herein, District shall not assign, sell, subcontract or otherwise transfer any course or login purchased by District under this Agreement without the express written consent of VLN.

16. Special Needs Students: District shall provide VLN with a copy of the Individualized Education Program (IEP) of any special needs student to be enrolled in a BLSP prior to his or her enrollment. VLN will coordinate with District and participate in the maintenance and implementation of the IEP for Students enrolled in a BLSP.

17. Hold Harmless/Indemnification:

a. VLN agrees to indemnify, save and hold harmless District, its directors, officers, employees and agents, from and against any and all claims, causes of actions, or litigation, including expenses, costs and reasonable attorneys fees, arising out of any claim against District arising out of any breach of this Agreement by VLN or VLN's failure to comply with any applicable federal, state or local law including, without limitation, any and all claims, causes of action, or litigation by a third party that any BLSP infringes or misappropriates any patent, copyright, trademark, or trade secret of such third party. Any such indemnification right shall be predicated upon VLN receiving written notice from District of any claim, action or threatened action within twenty (20) days of the receipt of same.

b. District agrees to indemnify, save and hold harmless VLN, its directors, officers, employees and agents, from and against any and all claims, causes of actions, or litigation, including expenses, costs and reasonable attorneys fees, arising out of any claim against VLN arising out of any breach of this Agreement by District or District's failure to comply with any applicable federal, state or local law. Any such indemnification right shall be predicated upon District receiving written notice from VLN of any claim, action or threatened action within twenty (20) days of receipt of the same.

18. Termination – District: In the event that VLN defaults under any provision of this Agreement, District may give written notice of the default to VLN. If VLN fails to cure the default within thirty (30) days of receipt of said notice (unless the nature of the default is such that it cannot be cured within thirty (30) days in which case a reasonable time), District may terminate this Agreement by sending written notice of termination to VLN.

19. Termination – VLN: In the event that District defaults under any provision of this Agreement, VLN may give written notice of the default to District. If District fails to cure the default within thirty (30) days of receipt of said notice (unless the nature of the default is such that it cannot be cured within thirty (30) days in which case a reasonable time), VLN may terminate this Agreement by sending written notice of termination to District.

20. Compliance: VLN and District agree that this Agreement is subject to all applicable federal, state and local laws and regulations, policies and procedures.

21. Jurisdiction and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Any claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof shall be resolved through legal or equitable proceedings before the Court of Common Pleas of Northampton County or the United States District

Court for the Middle District of Pennsylvania. Notwithstanding the foregoing, such claims, disputes or other matters may be submitted to arbitration upon the mutual agreement of the Parties.

22. Limitation on Damages: VLN and District agree that in no event shall either party be liable to the other for any special, incidental or consequential damages, or for damages in the nature of penalties, arising out of a breach of this Agreement.

23. Authority: By executing this Agreement, each party hereto ratifies that all necessary approvals of the parties' respective governing bodies have been obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes.

24. Notices: All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

If to VLN: VLN Partners, LLP
1212 East Carson Street
Pittsburgh, PA 15203

With a copy to: Brian T. Lindauer, Esquire
437 Grant Street, Suite 1424
Pittsburgh, PA 15219

If to DISTRICT: Bethlehem Area School District
1516 Sycamore Street
Bethlehem, PA 18017

25. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by VLN or District in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by VLN or District shall be construed, respectively, to be a waiver of rights or to represent any agreement by VLN or District to undertake or perform such act or matter thereafter.

26. Force Majeure. No Party to this Agreement shall be responsible to the other Party for non-performance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents and transportation, or other causes beyond the reasonable control of such Party.

27. Nondiscrimination. VLN agrees that it will abide by all applicable federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to VLN's right to receive waivers from the same or its rights of noncompliance as set forth in Act 48 or other legal standard.

28. Non-Assignable. This Agreement shall not be assignable by either party without the express written consent of the other.

29. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding.

IN WITNESS WHEREOF, the parties hereto affix their seals as of the date first written above.

ATTEST:

BETHLEHEM AREA
SCHOOL DISTRICT

By: _____

Title: _____

ATTEST:

VLN PARTNERS, LLP, a Pennsylvania
limited liability partnership

By: Stone Virtual Enterprises, Inc.,
its general partner

Dr. Alex Stone, President

EXHIBIT "A"
EQUIPMENT LICENSE AGREEMENT

THIS EQUIPMENT LICENSE AGREEMENT ("Agreement") by and between VLN PARTNERS, LLP, a Pennsylvania limited liability partnership ("VLN") with an address of 1212 East Carson Street, Pittsburgh, PA 15203 and _____ ("Undersigned"), with an address of _____.

WHEREAS, Bethlehem Area School District ("DISTRICT") has entered into an Agreement with VLN, for the provision of distance learning services as part of District's Supported Blended Learning Services Program ("BLSP");

WHEREAS, the Undersigned is the parent and/or legal guardian of a student enrolled in District's BLSP ("Student");

WHEREAS, as part of the BLSP, VLN provides student participants with a laptop computer, carrying case, software, printer and necessary cabling ("Equipment), and text books and related materials ("Course Materials"), where applicable, in order for Student to participate in the BLSP, as well as the necessity of Student having access to a high speed internet connection;

WHEREAS in order to induce VLN to grant Student a license to use said Equipment and Course Materials the Undersigned agrees to assume all responsibility for the cost of repair or replacement in the event that the Equipment is damaged, stolen, lost or otherwise not returned to VLN upon expiration of the BLSP or other termination of Student's enrollment therein;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound hereby the parties hereto agree as follows:

1. **RECITALS** - The foregoing recitals are incorporated herein by reference.
2. **LICENSE** - In consideration of the representations set forth herein and in accordance with the Blended Learning Services Agreement between District and VLN, VLN grants to Student a non-exclusive, non-transferable, non-assignable, revocable license to use the Equipment and Course Materials subject to the restrictions on use set forth herein. Student shall take reasonable care to protect and maintain the Equipment and Course Materials, keeping them in as good repair, condition and working order as when received from VLN. In addition, Student shall use the Equipment and Course Materials only for the purpose of participating in District's BLSP, and for no other purposes.
3. **TERM** - The term of the License granted herein shall run concurrently with Student's enrollment in District's BLSP.
4. **RECEIPT OF EQUIPMENT AND COURSE MATERIALS** - The Undersigned acknowledges Student's receipt of the Equipment and Course Materials in good condition and working order. THE UNDERSIGNED SHALL NOTIFY VLN WITHIN THREE (3) DAYS OF RECEIPT OF THE EQUIPMENT OR COURSE MATERIALS, OF ANY DAMAGE OR MALFUNCTION OF THE SAME.

If the Undersigned fails to provide such notice within that time, the Equipment and Course Materials shall be deemed in good and working condition upon receipt by Student and/or the Undersigned.

5. **DAMAGE, REPAIR AND LOSS** - The Undersigned shall notify VLN and the District immediately, in writing, of any damage to or malfunction of the Equipment or any part thereof, including a statement as to the nature and cause of such damage. Thereafter, the Undersigned shall immediately return the malfunctioning/damaged Equipment or Course Materials to the District. The Undersigned hereby assumes and shall bear the entire risk of loss for any damage to the Equipment from any and every cause. In the event of any loss or damage of any part of the Equipment or Course Materials the Undersigned shall, at the option of VLN: (i) repair the damage and place the Equipment or Course Materials in such good repair, condition and working order as when it was received from VLN; or (ii) pay VLN the replacement cost of the Equipment, which the parties hereto stipulate for the Equipment is \$1,500 and for the Course Materials, \$75.00 ("Stipulated Value"). VLN shall have no responsibility to the Undersigned and the Undersigned shall hold harmless VLN from and against any liability arising out of or relating to any damage to or other malfunction of the Equipment or Course Materials.

6. **SURRENDER** - Upon the expiration or earlier termination of Student's enrollment in District's BLSP, the Undersigned shall (unless the Undersigned has paid VLN in cash the "Stipulated Value" of the Equipment or Course Materials pursuant to Paragraph 5 above) cause all Equipment to be immediately returned to VLN in the condition in which Student received the same, reasonable wear and tear excepted.

7. **OWNERSHIP** - The Equipment and Course Materials are, and shall at all times be and remain, the sole and exclusive property of VLN. Neither the Undersigned, nor the Student or District shall have any right, title or interest therein, except as expressly set forth in this License Agreement. Student shall, at all time during the Term of this License Agreement keep the Equipment or Course Materials in his/her possession. No other party shall be entitled to use of the Equipment or Course Materials during the term of this License Agreement.

8. **HIGH SPEED INTERNET CONNECTION** - The Undersigned acknowledges that Student, at his or her sole cost, is required to obtain high speed internet access within Student's residence in order to participate and remain enrolled in the BLSP.

9. **REMEDIES** - Should Student or the Undersigned breach any provision of this License the same shall be an Event of Default hereunder. In the Event of Default, VLN may utilize any remedy at law or equity to recoup any damages incurred as a result of said Default and the Undersigned shall be responsible for all costs incurred by VLN in collecting the same, including reasonable attorney's fees incurred in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. No right or remedy herein conferred on or reserved to VLN is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

10. **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. It shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

11. **NOTICES** - Service of all notices under this Agreement shall be sufficient if give personally or mailed to the party involved at its respective address set forth herein, or at such address as such

party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed, and with postage prepaid.

12. **GENDER; NUMBER** - Whenever in the context of this Agreement requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural. Whenever the word "VLN" is used herein, it shall include all assignees of VLN. If there is more than one Undersigned named in this Agreement, the liability of each shall be joint and several.

13. **PENNSYLVANIA LAW TO APPLY** - This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Northampton County, Pennsylvania.

14. **PARTIES BOUND** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

15. **LEGAL CONSTRUCTION** - If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

Student Name

UNDERSIGNED (Parent and/or Legal Guardian)

Print

Signature

Date _____

Print

Signature

Date _____

Print

VLN PARTNERS, LLP, a Pennsylvania limited
Liability partnership,
By: Stone Virtual Enterprises, Inc.,
its general partner

Dr. Alex Stone, President

5. *Student Discipline – Waivers*

INFORMATION:

The Board of School Directors of the Bethlehem Area School District have received and reviewed the following Waivers of Expulsion Hearing and Stipulation regarding misconduct by students in violation of District Policy 233.

RECOMMENDATION:

That the Board of School of School Directors adopts the waivers relating to Student Numbers 0949798, 0969308, 0969683, and 1003850.

Curriculum Items

President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 4, 5, 6, and 7.

Director Burkhardt made a motion to approve the Curriculum Agenda Items 4, 5, 6, and 7. Director Patrick seconded the motion.

President Faccinetto asked for a roll call vote on Items 4, 5, 6, and 7.

Director Burkhardt – Yes; Director Cann – Yes; Director Follweiler – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director McKeon – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director Ortiz – Yes; Director Patrick – Yes; Director Vidanage – Yes; Director Bonilla – Yes; and President Faccinetto – Yes

Motions pass 9-0 for Agenda Items 4, 5, 6 #1, and 7

Motion passes 7-2 for Agenda Item 6 #2.

6. *Field Trips*

RECOMMENDATION:

Staff Attendance

- | | | |
|-------------------|---|---------------------------------|
| 1. Greg MacGill | March 6-9, 2013
(1 Liberty High School Student)
PMEA Region V Band Festival
Bangor, Pennsylvania | \$80.00
LHS Building Fund |
| 2. Ronald Madouse | April 15-17, 2013
(7 Freedom High School Students)
Future Business Leaders of America State
Leadership Conference
Hershey, Pennsylvania | \$3,366.00
FHS Building Fund |

Curriculum Items

President Faccinnetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 4, 5, 6, and 7.

Director Burkhardt made a motion to approve the Curriculum Agenda Items 4, 5, 6, and 7. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items.

Director Follweiler stated that she would be voting no for Agenda Item 6, #2 regarding the Futures Business Leaders of America (FBLA) field trip to Hershey for Freedom High School. She is not against students attending FBLA as it is a great group, but past practice for the last few years is for groups to self-fund these trips through fundraising as other groups do. It is her understanding that this is coming out of the Freedom High School building fund which Mr. LaPorta has that option to do, but she feels the group should have done fundraising and paid for their trip for themselves.

Director Cann stated it is disappointing that FBLA did not fundraise their entire costs, but we have students in almost every club and sports organizations that go crazy fundraising. It is disappointing to see that they are requiring this much help, but because it is Freedom's building fund, she does not want to micromanage that. The principal may spend their building fund on whatever they feel is best. She will vote yes in that spirit, but she hopes this doesn't happen anymore.

Director Burkhardt asked for clarification of the FHS building fund. There is no line item called the FHS building fund. Is it an allocation from the district or funds that are accumulated by kids? Mrs. Gober responded that it is the building's district allocation for their operating budget for the fiscal year.

Director Follweiler stated that on the January agenda last month, Liberty FBLA did self-fund for their trip.

After seeing there were no more questions regarding the curriculum items, President Faccinnetto asked for a roll call vote on Items 4, 5, 6, and 7.

Director Burkhardt – Yes; Director Cann – Yes; Director Follweiler – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director McKeon – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director Ortiz – Yes; Director Patrick – Yes; Director Vidanage – Yes; Director Bonilla – Yes; and President Faccinetto – Yes

Motions pass 9-0 for Agenda Items 4, 5, 6 #1, and 7

Motion passes 7-2 for Agenda Item 6 #2.

7. *Conferences*

RECOMMENDATION:

1. Russell R. Giordano February 27-March 1, 2013
 27th Annual PASPA Conference
 Harrisburg, Pennsylvania
 Professional Education Employment
 Training/Development 2836-324 = \$375.00
 Personnel – Travel 2836-580 = \$453.37
 \$828.37

	Amount	Balance
Estimated Expenses:		
Registration Training/Development 2836-324	\$375.00	\$29,604.25
Lodging/Meals/Transportation Personnel – Travel 2836-580	\$453.37	\$35,114.12
Lodging = 2/nights @ \$120.99 = \$241.98		
Meals = 3/days @ \$40/day = \$120.00		
Transportation = 166.16/miles @ \$.55/mile = \$91.39		

2. Kathy Bast March 1-2, 2013
 Benita Draper Leader in Me Symposium
 Brooklyn, New York
 Professional Development Training 2834-324 = \$500.00
 Professional Development 2834-581 = \$846.89
 \$1,346.89

	Amount	Balance
Estimated Expenses:		
Registration Professional Development Training 2834-324	\$500.00	\$19,250
Lodging/Meal/Transportation Professional Development 2834-581	\$846.89	\$16,000
Lodging = 2/nights @ \$220.38 = \$440.75		
Meals = 2/days @ \$40/day x 2/Employees = \$160.00		
Transportation = 173.1/miles @ \$.555 x		
2/Employees = \$192.14		
Tolls and Parking = \$54.00		

Curriculum Items

President Faccinnetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 4, 5, 6, and 7.

Director Burkhardt made a motion to approve the Curriculum Agenda Items 4, 5, 6, and 7. Director Patrick seconded the motion.

President Faccinnetto asked for a roll call vote on Items 4, 5, 6, and 7.

Director Burkhardt – Yes; Director Cann – Yes; Director Follweiler – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director McKeon – Yes to 4, 5, 7, and 6 #1, but No to item 6 #2; Director Ortiz – Yes; Director Patrick – Yes; Director Vidanage – Yes; Director Bonilla – Yes; and President Faccinnetto – Yes

Motions pass 9-0 for Agenda Items 4, 5, 6 #1, and 7

Motion passes 7-2 for Agenda Item 6 #2.

8. *Resignations*

RECOMMENDATION:

A. Administrative

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Fragnito, Michele	Farmersville Principal	Retirement	June 29, 2013
2.	Santanasto, Jacqueline	Nitschmann Principal	Retirement	June 29, 2013

B. Instructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Blazusiak, Louise	Donegan ESOL Teacher	Retirement	June 11, 2013
2.	Lucrezi, Susan	Center for Language Assessment ESOL Teacher	Retirement	June 11, 2013
3.	MacGill, Gregory	Liberty Music Teacher/Band Director	Retirement	June 11, 2013
4.	McDermott, Rachel	Farmersville/Freemansburg Reading Teacher	Resignation	June 11, 2013
5.	Roman, Dawn	Lincoln Grade 2 Teacher	Retirement	June 11, 2013
6.	Silverthorne, Pamela	Broughal Reading Specialist (on furlough)	Resignation	June 11, 2013
7.	Snyder, Helen	Northeast German Teacher	Retirement	June 11, 2013
8.	Stellato, Nancy	Lincoln Grade 1 Teacher	Retirement	June 11, 2013
9.	Thrash, Leslie	Governor Wolf ESOL Teacher	Retirement	June 11, 2013
10.	Warmkessel, Ann	Donegan Reading Specialist	Retirement	June 11, 2013
11.	Wills, Sarah	Thomas Jefferson Grade 2 Teacher	Retirement	June 11, 2013

8. *Resignations*

RECOMMENDATION:

B. Noninstructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Amano, Roseanne	Child Care Assistant Center Supervisor	Retirement	June 6, 2013
2.	Beacham, Gayle	Education Center Benefit Specialist	Retirement	May 31, 2013
3.	Kelly, Marcia	Information Technology Data Processing Operator	Retirement	April 3, 2013
4.	Pyle, James	Maintenance M-1, Field Crew	Retirement	April 8, 2013

C. Miscellaneous

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Buck, Jennifer	Freedom Head Softball Coach	Resignation	February 12, 2013
2.	Cole, Michael	Freedom Assistant Boys Volleyball Coach	Resignation	December 17, 2012
3.	DosSantos, Jose	Freedom Assistant Track Coach	Resignation	February 4, 2013
4.	Judd, Carol	Broughal Permanent day-to-day Substitute	Resignation	February 1, 2013

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15.

Director Ortiz made a motion to approve Human Resources Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15. Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items.

Director Bonilla wanted to thank Mrs. Santanasto and Mrs. Fragnito for their service and wished them all the best in future endeavors.

Director Follweiler also wanted to thank them and also Mr. MacGill as he is retiring. All of the retirements deserve a well-deserved retirement. In particular, she has worked with Mrs. Santanasto since she has been on the Board and will miss her, especially on the Nitschmann project.

Dr. Roy also thanked Mrs. Santanasto as she was here regarding the Nitschmann approval, but also wanted to congratulate her on her retirement.

President Faccinetto asked for a roll call vote on Items 8, 9, 10, 11, 12, 13, 14, and 15.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

9. Termination**RECOMMENDATION:*****A. Noninstructional***

	EMPLOYEE NUMBER	ASSIGNMENT	REASON	EFFECTIVE
1.	106371	Bus Driver	Failure to satisfactorily complete probationary period	February 4, 2013

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15.

Director Ortiz made a motion to approve Human Resources Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15. Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 8, 9, 10, 11, 12, 13, 14, and 15.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

10. *Leaves of Absence***RECOMMENDATION:*****A. Administrative***

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Vazquez, Sonia	Donegan Principal	Family Medical Leave of Absence	January 21, 2013, intermittently, until the end of the day on August 31, 2013

B. Instructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Boyer, Anne	Miller Heights Grade 3 Teacher	Family Medical Leave of Absence	February 28, 2013, until the end of the day on March 27, 2013
2.	Cleffi, Michael	Liberty Health and Physical Education Teacher	Family Medical Leave of Absence	January 31, 2013, until the end of the day on February 8, 2013
3.	Danyi, Kelly	Calypso Special Education Teacher	Family Medical Leave of Absence	January 28, 2013, intermittently, until the end of the day on January 28, 2014
4.	Morgan, Brianne	Miller Heights Kindergarten Teacher	Family Medical Leave of Absence	March 30, 2013, until the end of the 2012- 2013 school year
5.	Nemes, Mary	Thomas Jefferson Guidance Counselor	Family Medical Leave of Absence	January 23, 2013, intermittently, until the end of the day on January 23, 2014
6.	O'Donnell, Amanda	Fountain Hill Grade 5 Teacher	Family Medical Leave of Absence	March 18, 2013, until the end of the 2012- 2013 school year
7.	Wagner, Erin	Spring Garden Grade 4 Teacher	Family Medical Leave of Absence	January 2, 2013, until the end of the day on March 22, 2013

10. *Leaves of Absence***RECOMMENDATION:*****B. Noninstructional***

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Gilman, Fatima	Liberty C-1 Custodian	General Leave of Absence	May 2, 2013, until the end of the day on May 10, 2013
2.	Simonetty, Naida	Nitschmann General Kitchen Help	General Leave of Absence	February 1, 2013, until the end of the day on March 27, 2013
3.	Stewart, Jill	East Hills Teacher Assistant	Family Medical Leave of Absence	January 29, 2013, intermittently, until the end of the 2012-2013 school year

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15.

Director Ortiz made a motion to approve Human Resources Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15. Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 8, 9, 10, 11, 12, 13, 14, and 15.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

11. *Nominations*

RECOMMENDATION:

A. Instructional

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Bakun, Rachel	Liberty Art Teacher <i>Temporary Professional Employee</i>	\$43,244, prorated Bachelor's, Step 1	On or after February 26, 2013
2.	Cunningham, Sarah	Spring Garden Grade 4 Teacher <i>Long-term Substitute</i>	\$45,219, prorated Bachelor's, Step 4	October 10, 2012, until the end of the 2012-2013 school year or upon the return of E. Wagner, whichever occurs first
3.	Riga, Stephanie	Liberty Guidance Counselor <i>Professional Employee</i>	\$52,904, prorated Master's +30, Step 6	On or after February 26, 2013

11. Nominations**RECOMMENDATION:*****B. Noninstructional (continued)***

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Brotzman, Audrey	Part-time Bus Driver	\$16.71 per hour	To be determined upon completion of training/testing
2.	Hahalis, Stratonikh	Freedom 0-3 Secretary/Clerk, 10 months	\$14.58 per hour	February 26, 2013
3.	Munir, Fozia	Freedom General Kitchen Help, 3.5 hours daily, lunch	\$12.93 per hour	February 26, 2013
4.	Rush, Kate	Thomas Jefferson Teacher Assistant, Special Education, Learning Support, 3.5 hours daily	\$14.76 per hour	February 26, 2013, until the end of the 2012-2013 school year

C. Miscellaneous

	NAME	ASSIGNMENT	SALARY
1.	Buck, Kyle	Coach – Freedom (.5) Assistant Softball Coach	\$1,767, <i>pending completion of paperwork</i>
2.	Thear, Robert	Coach – Freedom Assistant Track Coach	\$4,213
3.	Mazzie, Brandon	Coach – Freedom Assistant Baseball Coach	\$4,162, <i>pending completion of paperwork</i>
4.	Hank, Jeff	Coach – Freedom Assistant Volleyball Coach	\$2,501, <i>pending completion of paperwork</i>
5.	Long, Kevin	Extracurricular Activity Advisor Liberty, Band Director <i>Effective June 11, 2013</i>	\$7,240, <i>to be adjusted for the 2013-2014 school year</i>
6.	Franklin-Ledyard, Anne	Ninety-day Substitute (.6) Asa Packer/(.4) Hanover Librarian, <i>Effective January 22, 2013</i>	\$43,244, prorated Bachelor's, Step 1
7.	Searock, Jessica	Permanent Day-to-Day Substitute Broughal, <i>Effective February 11, 2013</i>	\$100 per day

11. *Nominations*

RECOMMENDATION:

C. Miscellaneous (Continued)

	NAME	ASSIGNMENT	SALARY
7.	Wakeman, Kelly Stella, Carol	Permanent Day-to-Day Substitutes East Hills Liberty <i>Effective February 4, 2013</i>	\$100 per day \$100 per day
8.	Karakatsanidis, Vasiliki	Second Language Guide	\$10.40 per hour
9.	Moreno, Luisa	Second Language Guide	\$10.40 per hour

D. Substitutes

INSTRUCTIONAL	
Applegate, Laura	Ramirez, Kelven
Christein, Kate	Ross, Lori
Christiansen, Jenimida	Snow, Joseph
Fontanille, Katie	Stauffer, Jessica
Harding, Tamara	Trinesewski, Katherine
Labezius, Kimberly	Yurko, Justin
Medina, Jonathan	
NONINSTRUCTIONAL	
Delgado, Erica	Snead, Jennifer
Karakatsanidis, Vasiliki	Tancin, Elizabeth
Moreno, Luisa	Torrento, Marianne
Price, Donna	Tracy, Vanessa

Human Resources Items

President Faccinnetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15.

Director Ortiz made a motion to approve Human Resources Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15. Director Follweiler seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 8, 9, 10, 11, 12, 13, 14, and 15.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass – 9-0

12. *Reassignments*

RECOMMENDATION:

A. Noninstructional

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Colon, Carmen	From: Liberty, General Kitchen Help, 3.5 hours daily, lunch To: Fountain Hill, General Kitchen Help, 3.75 hours daily, lunch	\$13.93 per hour	February 26, 2013

12. *Reassignments*

RECOMMENDATION:

B. Noninstructional (continued)

	NAME	FROM/TO	SALARY	EFFECTIVE
2.	Ehret, Brenda	From: Liberty, Assistant Cook, 6.5 hours daily To: Liberty, Assistant Cook, 6.5 hours daily/Marvine, Fruit and Vegetable Program, hours to be determined	\$15.59 per hour	February 26, 2013
3.	Fonseka, Marie	From: East Hills, General Kitchen Help, 3.5 hours daily, lunch/ Farmersville, .5 hour daily, breakfast To: East Hills, General Kitchen Help, 3.5 hours daily, lunch/Spring Garden, 1 hour daily, breakfast	\$13.93 per hour	February 26, 2013
4.	Rodriguez, Maureen	From: Child Care, Assistant Center Supervisor, 5.5 hours daily, split shift, 12 months To: Hanover Teacher Assistant, Special Education, 1:1, 6.75 hours daily/Child Care, Assistant Center Supervisor, 1.25 hours daily, straight shift, 12 months	Teacher Assistant \$16.76 per hour (<i>return from furlough</i>) Child Care \$11.76 per hour	February 11, 2013

12. *Reassignments*

RECOMMENDATION:

B. Noninstructional (continued)

	NAME	FROM/TO	SALARY	EFFECTIVE
5.	Walck, Beth	From: Miller Heights, General Kitchen Help, 3.75 hours daily, lunch/Broughal, General Kitchen Help, 1 hour daily, breakfast To: Miller Heights, General Kitchen Help, 3.75 hours daily, lunch/Broughal, General Kitchen Help, 1 hour daily, breakfast/ Marvine, Fruit and Vegetable Program, hours to be determined	\$13.93 per hour	February 26, 2013

Human Resources Items

President Faccinnetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15.

Director Ortiz made a motion to approve Human Resources Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15. Director Follweiler seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 8, 9, 10, 11, 12, 13, 14, and 15.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass – 9-0

13. *Professional Employee Status for Teacher*

RECOMMENDATION:

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

EFFECTIVE: January 22, 2013

Andreucci, Robert

Liberty, Science Teacher

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15.

Director Ortiz made a motion to approve Human Resources Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15. Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 8, 9, 10, 11, 12, 13, 14, and 15.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

14. *Memorandum of Understanding Regarding Health Assistants*

RECOMMENDATION:

That the attached Memorandum of Understanding between the Board of School Directors and the Bethlehem Area Educational Support Personnel Association be approved as presented.

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15.

Director Ortiz made a motion to approve Human Resources Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15. Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 8, 9, 10, 11, 12, 13, 14, and 15.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

**MEMORANDUM OF AGREEMENT
BETWEEN
BETHLEHEM AREA SCHOOL DISTRICT BOARD OF DIRECTORS
AND
BETHLEHEM AREA EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

WHEREAS, The Board of Directors of the Bethlehem Area School District (Board) and Bethlehem Area Educational Support Personnel Association (Union) have entered into a Collective Bargaining Agreement and,

WHEREAS, The parties wish to clarify a matter relative to health assistants within the Educational Support Personnel Contract,

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

1. The position of Health Assistant will now be titled Associate Nurse for bargaining unit members with nursing certification, i.e., LPN or RN.
2. The Associate Nurse shall be compensated at the same rate as Health Assistant found in Article XV in the Collective bargaining Agreement between the Board of School Directors and the Bethlehem Area Educational Support Personnel Association.

In WITNESS WHEREOF, The parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the 25th day of February 2013.

BETHLEHEM AREA SCHOOL
DISTRICT

BETHLEHEM AREA SUPPORT
PERSONNEL ASSOCIATION

WITNESS

WITNESS

15. 2013-2014 School District Calendar

INFORMATION:

The Bethlehem Area School District administration developed the attached 2013-2014 School District Calendar. The calendar was reviewed with the following groups:

- Superintendents from Northampton Area School District and Saucon Valley School District to formulate a schedule for the Bethlehem Area Vocational-Technical School
- Representatives from the Bethlehem Education Association
- Administrative/Supervisory Staff

The item was reviewed with the Board at the February 4, 2013, Board Curriculum Committee and again at the February 11, 2013, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached 2013-2014 School District Calendar.

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15.

Director Ortiz made a motion to approve Human Resources Agenda Items 8, 9, 10, 11, 12, 13, 14, and 15. Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 8, 9, 10, 11, 12, 13, 14, and 15.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

2013-2014 SCHOOL DISTRICT CALENDAR

Orientation Day – New Teachers
 Curriculum & Instruction – New Teachers
 Teacher In-service Day
 Teacher In-service Day
 Preparation Day – All Staff
 School Session Begins
 Schools Closed (Labor Day)
 Schools Closed (Rosh Hashanah)
 Schools Closed (Teacher In-service Day)
 Schools Closed (Teacher In-service Day)
 Schools Closed (Thanksgiving Holiday)
 Schools Reopen
 Schools Closed (Christmas-New Year's Holiday)
 Schools Reopen
 First Semester Ends
 Second Semester Starts
 Schools Closed (Teacher In-service Day)
 Schools Closed (Martin Luther King Holiday)
 Schools Closed (Presidents' Holiday)
 Schools Closed (Easter Holiday/Spring Break)
 Schools Reopen
 Schools Closed (Memorial Holiday)
 Freedom Graduation (Tentative)
 Liberty Graduation (Tentative)
 Last Day of Instruction for K-11
 Teacher Record Day
 Teacher In-service/Flex Day
 Teacher In-service/Flex Day

Monday, August 19, 2013
 Tuesday, August 20, 2013
 Wednesday, August 21, 2013
 Thursday, August 22, 2013
 Friday, August 23, 2013
 Monday, August 26, 2013
 Monday, September 2, 2013
 Friday, September 6, 2013
 Monday, October 7, 2013
 Tuesday, November 5, 2013 (Election Day)
 Wednesday, November 27, 2013 – Monday, December 2, 2013
 Tuesday, December 3, 2013
 Monday, December 23, 2013 – Wednesday, January 1, 2014
 Thursday, January 2, 2014
 Monday, January 13, 2014
 Tuesday, January 14, 2014
 Friday, January 17, 2014
 Monday, January 20, 2014
 Monday, February 17, 2014*
 Thursday, April 17, 2014* – Monday, April 21, 2014*
 Tuesday, April 22, 2014
 Monday, May 26, 2014
 Wednesday, June 4, 2014
 Thursday, June 5, 2014
 Thursday, June 5, 2014
 Friday, June 6, 2014*
 Monday, June 9, 2014
 Tuesday, June 10, 2014



The Bethlehem Area School District has 181 student days built into the 2013-2014 school calendar. Each day marked with an asterisk (*) may be used as a make-up day. Scheduled holidays will be converted to regular days of instruction according to the following order: (1) Monday, February 17, 2014; (2) Thursday, April 17, 2014; (3) Monday, April 21, 2014; and (4) Friday, June 6, 2014. The sequence of scheduled make-up days indicated in this calendar is subject to change based on the best interests of the school district.

Reporting Period and Report Cards

Elementary School		
Marking Period Days	Date of Close	Report Card Distribution
First	Friday, October 25, 2013	TBD
Second	Monday, January 13, 2014	TBD
Third	Monday, March 24, 2014	TBD
Fourth	Thursday, June 5, 2014	Report Cards Mailed
Middle School		
First	Friday, October 25, 2013	TBD
Second	Monday, January 13, 2014	TBD
Third	Monday, March 24, 2014	TBD
Fourth	Thursday, June 5, 2014	Report Cards Mailed

High School		
Marking Period Days	Date of Close	Report Card Distribution
First	Friday, October 25, 2013	TBD
Second	Monday, January 13, 2014	Report Cards Mailed
Third	Monday, March 24, 2014	TBD
Fourth	Friday, May 30, 2014^	Report Cards Mailed

^To accommodate for exams.

Parent-Teacher Conferences

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

Elementary Schools	Middle Schools	High Schools
Monday, November 18, 2013	Monday, November 18, 2013	Wednesday, October 1, 2013
Tuesday, November 19, 2013	Tuesday, November 19, 2013	Thursday, February 20, 2014
Monday, February 24, 2014	Thursday, February 27, 2014	
Tuesday, February 25, 2014		

PSSA Testing: Retest for Math, Reading, Science, and Writing, Grade 12
 Writing Assessment for Grades 5 and 8
 Make-up for Writing Assessments
 Math and Reading Assessment for Grades 3 and 8
 Science Assessment for Grades 4 and 8
 Make-up for Math, Reading, and Science Assessments

Keystone Testing: Winter Exams
 Spring Exams
 Summer Exams

BASD Education Week

August 2013

S	M	T	W	T	F	S	August
				1	2	3	19 Orientation Day-New Teachers
4	5	6	7	8	9	10	20 Curriculum & Instruction - New Teachers
11	12	13	14	15	16	17	21 Teacher Inservice Day
18	19	20	21	22	23	24	22 Teacher Inservice Day
25	26	27	28	29	30	31	23 Preparation Day-All Staff
							26 School Session Begins
							T=8 S=5

September 2013

S	M	T	W	T	F	S	September
1	2	3	4	5	6	7	2 Schools Closed (Labor Day)
8	9	10	11	12	13	14	6 Schools Closed (Rosh Hashanah)
15	16	17	18	19	20	21	T=19 S=19
22	23	24	25	26	27	28	
29	30						

October 2013

S	M	T	W	T	F	S	October
			1	2	3	4	5 7 Schools Closed (Teacher In-service Day)
6	7	8	9	10	11	12	T=23 S=22
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

November 2013

S	M	T	W	T	F	S	November
				1	2	3	5 Schools Closed (Teacher In-service Day)
3	4	5	6	7	8	9	27-29 Schools Closed (Thanksgiving Holiday)
10	11	12	13	14	15	16	T=18 S=17
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

December 2013

S	M	T	W	T	F	S	December
1	2	3	4	5	6	7	2 Schools Closed (Thanksgiving Holiday)
8	9	10	11	12	13	14	3 Schools Reopen
15	16	17	18	19	20	21	23-31 Schools Closed (Christmas-New Year's Holiday)
22	23	24	25	26	27	28	T=14 S=14
29	30	31					

January 2014

S	M	T	W	T	F	S	January
				1	2	3	4 1 Schools Closed (Christmas-New Year's Holiday)
5	6	7	8	9	10	11	2 Schools Reopen
12	13	14	15	16	17	18	13 First Semester Ends
19	20	21	22	23	24	25	17 Schools Closed (Teacher In-service Day)
26	27	28	29	30	31		20 Schools Closed (Martin Luther King Holiday)
							14 Second Semester Starts
							T=21 S=20

February

17	Schools Closed (President's Day)
T=19	S=19

March

T=21	S=21
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April

17-21	Schools Closed (Easter Holiday/Spring Break)
22	Schools Reopen
T=19	S=19

May

26	Schools Closed (Memorial Holiday)
T=21	S=21

June

5	Last Day of Instruction for K-11
6	Teacher Record Day
9	Teacher In-service/Flex Day
10	Teacher In-service/Flex Day
T=7	S=4

February 2014

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2014

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2014

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	~~17~~	~~18~~	19
20	~~21~~	22	23	24	25	26
27	28	29	30			

May 2014

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2014

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

T=Teacher Day (190)**S=Student Days (181)**

	School Session Begins
	Last Day of Instruction K-11
	Schools Closed/Holiday
	Teacher In-Service/No School for Students
	Teacher Contract Day / No School for Students
	Make-up Day (if needed)
	New Teacher In-Service

16. *Northampton Community College 2013-2014 Budget Approval***INFORMATION:**

The Northampton Community College (NCC) Proposed Budget for the 2013-2014 school year is being submitted to the sponsoring school districts for approval. The 2013-2014 general operating and capital outlay budgets that are shared by the districts cause the Bethlehem Area School District to include in its 2013-2014 Budget the amounts shown below:

	NCC BASD Portion 2012-2013 <u>Budget</u>	NCC BASD Portion 2013-2014 <u>Budget</u>
General Operating Expenditures	\$2,099,384	\$2,152,394
Capital Budget	<u>\$ 60,366</u>	<u>\$ 60,513</u>
Total	<u>\$2,159,750</u>	<u>\$2,212,907</u>

The Bethlehem Area School District's share of the Northampton Community College's 2013-2014 Proposed Budget is \$2,212,907 as compared to \$2,159,750 for the 2012-2013 school year. This is an increase of \$53,157 or 2.53%.

Dr. Mark Erickson presented the 2013-2014 Northampton Community College Proposed Budget to the Board at the January 14, 2013, Board Finance Committee Meeting. This information was reviewed with the Board at the February 11, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the 2013-2014 General Operating Budget for Northampton Community College as presented in the amount of \$70,405,954 with the Bethlehem Area School District contribution of \$2,212,970 and authorizes the Administration to disburse the \$2,212,970 of Bethlehem Area School District funds, when billed by the college.

Account Code and Account Title: General Fund 1700-566 Community College Budget

Account Balance: 2013-2014 Budget

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.

Director McKeon made a motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22. Director Follweiler seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on items 16, 17, 18, 19, 20, 21, and 22.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

RESOLUTION

BE IT RESOLVED, That the Budget of Northampton County Community College for the fiscal year ending June 30, 2014, as recommended to the Board of Directors of the sponsoring school districts for approval by the Board of Trustees of the College, is hereby approved.

CERTIFICATION

On this 25th day of February, 2013, I hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Board of School Directors of the Bethlehem Area School District School District of Northampton County, Pennsylvania at a duly convened meeting held on the 25th day of February, 2013, at which a quorum was present for the conduct of business.

Secretary

(Seal)

Bethlehem Area School District
School District

17. *Colonial Intermediate Unit 20 Contract for Service Agreement***INFORMATION:**

The District currently has various educational contracts with Colonial Intermediate Unit 20 that provides services to Bethlehem Area School District students where it is more cost effective than for the District to provide the services directly for one or a few students. The Board of School Directors of Colonial Intermediate Unit 20 approved the following agreement at their January meeting. It is recommended that this agreement be approved as the most effective solution for this student's educational needs.

This information was reviewed with the Board at the February 11, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the Colonial Intermediate Unit 20 Contract for Service Agreement for the 2012-2013 school year as follows:

Functional Behavioral Assessment	\$51.50/hour for 12 hours/not to exceed \$618 Effective January 24 through February 15, 2013
----------------------------------	---

Account Code and Account Title: General Fund 1200-322 Special Education IU Services
Account Balance: \$3,880,891.66

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.

Director McKeon made a motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.
Director Follweiler seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on items 16, 17, 18, 19, 20, 21, and 22.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass 9-0

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

CONTRACT FOR SERVICE
(REVENUE GENERATING)

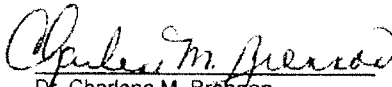
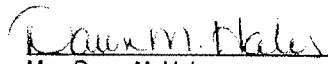
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Bethlehem Area School District, 1516 Sycamore Street, Bethlehem, PA 18017-8099, (610) 861-0500.

Colonial Intermediate Unit 20 will facilitate a Functional Behavioral Assessment (FBA) to include up to 12 hours of the following services to complete: 1) Detailed chart review; 2) Interviews; 3) Observations; 4) FBA Summary.

The cost for said services is \$51.50 per hour, for 12 hours and shall not exceed \$618.00. This contract will be in effect from January 24, 2013 through February 15, 2013.

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

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

 Dr. Charlene M. Brehman Executive Director	<u>1/23/13</u> Date	_____	_____
		Bethlehem Area School District	Date
 Mrs. Dawn M. Hales Secretary to the Board	<u>1/24/13</u> Date	_____	_____
		Federal ID Number	

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

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

18. *Northeastern Educational Intermediate Unit 19 Service Agreement*

INFORMATION:

Northeastern Educational Intermediate Unit 19 has presented a Contract for Special Education Services and a Board Resolution to the District for approval for the provision of special education programs and services to a student who will continue to attend their program for the 2013-2014 school year. The contract was reviewed by the appropriate District personnel.

This information was reviewed with the Board at the February 11, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors adopts the Resolution and authorizes the Administration to execute the Contract for Special Education Services for the 2013-2014 school year from Northeastern Educational Intermediate Unit #19.

**Account Code and Account Title: General Fund 1270-322 Special Education Multi-Handicapped Support
Account Balance: 2013-2014 Budget**

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.

Director McKeon made a motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.
Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on items 16, 17, 18, 19, 20, 21, and 22.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass 9-0

**NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT
RESOLUTION**

WHEREAS, pursuant to 22 PA Code Section 14, school districts may expend said funds and provide said programs and services either by direct service or through arrangements with other agencies; and,

WHEREAS, pursuant to 22 PA Code Section 14, the *Bethlehem Area School District* is required to specify which, if any, services will be provided by contract with intermediate units or other agencies; and,

WHEREAS, the District has concluded and determined that the programs and services below listed can be more efficiently or economically operated by contracting with the *Northeastern Educational Intermediate Unit (NEIU)* for provision of same;

BE IT THEREFORE RESOLVED that the attached contract(s) with *NEIU* for provision of special education programs and services as specified therein are hereby approved for the 2013-2014 school year and thereafter until expiration in accordance with the terms thereof.

BETHLEHEM AREA SCHOOL DISTRICT

By: _____
Board President

ATTEST:

By: _____
Board Secretary

Date: _____

19. *Local Auditor Agreement*

INFORMATION:

The District's current agreement for auditing services is concluding. The Administration is recommending that the contract be renewed with Gorman & Associates, Northampton, at the rates listed below. Please note that there is a 0% increase in the rates for the year ending June 2013, and an inflationary increase of 1% for 2014 and 1.76% for 2015. It is recommended that the District continue working with Mr. Gorman based on his depth and wealth of knowledge regarding school accounting and the new GASB requirements, maintenance of fees lower than all previous proposals, and continuity with respect to the many issues that are in the process of being resolved. Services will be provided to encompass a financial and internal control audit of the financial records and systems of the District and the BASD Authority in accordance with generally accepted accounting principles and generally accepted auditing standards.

This information was reviewed with the Board at the February 11, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves a three-year agreement with Gorman & Associates, Northampton, to provide Auditing Services for fiscal years ending 2013, 2014 and 2015, in the amount of:

	<u>General Fund/ Single Audit</u>	<u>AFR</u>	<u>BASD Authority</u>	<u>Hourly Rate</u>
2012-2013	\$47,975	\$875	\$1,850	\$72
2013-2014	48,450	900	1,875	75
2014-2015	49,305	925	1,910	75

Account Code and Account Title: General Fund 2310-330 Board Professional Services
Account Balance: 2013-2014, 2014-2015 and 2015-2016 Budgets

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.

Director McKeon made a motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.
 Director Follweiler seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on items 16, 17, 18, 19, 20, 21, and 22.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass 9-0

20. *K-12 Systems Sapphire Software License for Student Medical Records***INFORMATION:**

In June 2012, the Board of School Directors approved a Memorandum of Understanding with the Children's Care Alliance (CCA) for participation in a shared electronic medical records project. As part of the next steps by the participating partners, a new software database for storing the nurses' medical records needs to be implemented to facilitate the exchange of data among the CCA partners. During the summer of 2012, three database systems were evaluated by a team consisting of District nurses and information technologies staff.

Sapphire School Nurse was the system chosen by the evaluation team to be the District's new medical records database system. It is hosted off-site by K-12 Systems, Inc. of Allentown and will be accessible to the District nurses through a secure web site. As part of the implementation process, student medical records documenting immunizations, nurse's office visits, and health screenings will be exported from the current database, converted, and imported into Sapphire. Upon completion of the data exchange infrastructure, the data will be accessible by the CCA partners.

The costs for implementation of the software, four years of software support and maintenance, and staff training are being covered in full by the CCA grant.

This information was reviewed with the Board at the February 11, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves, subject to final solicitor review, a four-year Software License Lease Agreement with K-12 Systems, Inc. for the Sapphire School Nurse Health System at no cost to the District for the school years 2013-2014 through 2016-2017.

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.

Director McKeon made a motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22. Director Follweiler seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on items 16, 17, 18, 19, 20, 21, and 22.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass 9-0



SOFTWARE LICENSE LEASE AGREEMENT K12 Systems Application Service Provider

Agreement Number	BASD2013
Customer	Bethlehem Area School District
Address	1516 Sycamore Street
Address	Bethlehem, PA 18017
Contact	Mr. Frank Arbushites
Telephone	(610) 807-5571 Ext. 35971

This is an Agreement ("Agreement" or "Contract") by and among K12 Systems, Inc. ("K12 Systems" or "K12") with offices at Two Windsor Plaza, 7540 Windsor Drive, Suite 314, Allentown, PA 18195, the Bethlehem Area School District ("Customer") with mailing address of 1516 Sycamore Street, Bethlehem, PA 18017, and, for purposes of Section 5 (regarding payment) only, Lehigh Valley Health Network ("LVHN") with an address of 1245 South Cedar Crest Boulevard, Suite 100, Allentown, PA 18103 (hereinafter, K12 and Customer shall each be referred to as a "party" and together shall be referred to as the "parties").

The intent of this Agreement is to establish a general understanding of the applicable terms that apply to all application software products licensed and leased from K12 Systems. As each specific license lease is made, this Agreement will be referenced, in an attachment which describes the specific products licensed and leased in each separate transaction, along with any specific terms associated with a specific transaction.

The specific software application products, to which this Agreement is to apply, are listed in Appendix A which is to become an integral part of this Agreement. K12 Systems will license and lease the Software Products, and Customer agrees to license and lease those products under the terms and conditions herein.

The license lease, for the aforementioned software, is to remain in effect per the Term of this Agreement, subject to the terms of this Agreement, including the termination and cancellation provisions of Section 17.

1. Definitions

CUSTOMER means the institution named above.

K12 refers to K12 Systems, Inc.

CSS SERVICES refers to Customer Support Services provided by K12. Such services are provided as an annual chargeable service.

DOCUMENTATION means the user manuals, specifications, and other materials describing the operation of the Software.

END USER means the offices and persons using K12's software or services.

SERVICES mean support for the Software and related Software Products.

SOFTWARE means the object code version of the software described on Appendix A.

SOURCE CODE means the source code of K12 software described in Appendix A.

SOFTWARE PRODUCTS means the Software and associated reference CDs or materials.

PROPRIETARY INFORMATION means the K12 Software Products, Documentation, CDs, and any other information supplied by K12 to Customer relating to the Software being licensed hereunder.

2. Effective Date

This Agreement will become effective when signed by duly authorized representatives of both Parties and, for purposes of Section 5 only, LVHN. This Agreement shall commence upon execution of the Agreement and, unless earlier terminated by K12 or Customer under Section 17, remain in effect until June 30, 2017 ("Termination Date") ("Initial Term") and thereafter, renew for periods of one (1) calendar year from the anniversary of the Termination Date (each, a "Renewal Term") (hereinafter, the Initial Term and each Renewal term shall be referred to as the "Term") unless either Party sends the other Party written notice more than ninety (90) calendar days prior to the expiration of the then current Term that it does not wish to renew.

3. Ordering Procedures

When ordering from K12, the initial purchase is to be accompanied by a duly signed copy of this license lease Agreement. Subsequent orders may simply reference this Agreement.

4. Delivery

K12 will provide Customer with one copy of the Software Products and related Documentation materials upon receipt of Customer's order(s) therefore.

5. Payment

All initial costs, license fees, work orders, and/or other costs associated with this Agreement shall be payable by Customer to K12 as set forth in Appendix A.

Annual project costs as specified in Appendix A are payable as follows:

Option 1:

Payment shall be rendered by Customer to K12 as follows:

Initial Cost is due when contract is signed.

Annual license lease fee cost for 2013/2014 is due no later than July 2, 2013

Annual license lease fee cost for 2014/2015 is due no later than July 2, 2014

Annual license lease fee cost for 2015/2016 is due no later than July 2, 2015

Annual license lease fee cost for 2016/2017 is due no later than July 2, 2016

Option 2:

Initial Cost and 1st year License Fee is due when Contract is signed.

Customer shall receive 2.5% License Fees discounts for years 2014 through 2017 when paid at the time Contract is signed.

Payment will be rendered by Customer to K12 pursuant to this Section 5 within forty-five (45) calendar days of the date of any invoice issued by K12 to Customer. K12 agrees that each invoice that it issues will be deposited into the U.S. mail at the address specified for Customer on the first page of this Agreement (with a copy to LVHN at the address specified below) within three (3) calendar days of the date of the invoice:

Lehigh Valley Health Network
1245 South Cedar Crest Boulevard, Suite 100
Allentown, PA 18103

The Parties acknowledge and agree that LVHN has agreed to make payment to K12 for K12's Software Products and/or Services ordered by Customer pursuant to this Agreement and Appendix A under the terms of a separate grant agreement between Lehigh Valley Health

Network ("LVHN") and Customer dated _____ ("Grant Agreement"), and in this respect, irrespective of references in the Agreement regarding Customer's payment obligations to K12 under this Agreement and Appendix A, K12 shall have the right to accept payments directly from LVHN and apply them to the payment obligations to it under this Agreement and Appendix A; however, the Parties each acknowledge and agree that (i) irrespective of any payment owed by Customer hereunder being made by LVHN (in fulfillment of LVHN's obligations to Customer pursuant to the terms of the Grant Agreement between Customer and LVHN), Customer is the client of K12 with the payment obligation to K12 under this Agreement and Appendix A so, if LVHN for some reason does not make payment to K12 under this Agreement and Appendix A, Customer shall continue to have the payment obligations to K12 under this Agreement and Appendix A, and (ii) in allowing LVHN the right to make the payment owed to K12 under this Agreement, this Agreement shall create no legal obligations in either K12 or Customer to LVHN nor shall it create any legal rights in LVHN to K12, including, without limitation, legal rights in K12's software licenses and/or Software Products or services provided by K12 to Customer hereunder, K12's Proprietary Information, Customer's confidential information or information regarding Customer's students and/or employees and LVHN is not in any way whatsoever an intended or incidental third-party beneficiary to the terms of this Agreement.

6. Taxes

Customer shall, as required by law, pay all United States state and local sales and use tax or other similar United States transfer tax in the nature of sales or use tax, however denominated (each, a "Tax"), which is directly and solely attributable to purchases by Customer from K12 for consideration under this Agreement. K12 shall bill such Tax to Customer in the amount required by law, separately stating the amount and type of the billed Tax on the applicable invoice; Customer shall pay such billed amount of Tax to K12; and K12 shall remit such billed amount of Tax to the appropriate tax authorities as required by law; provided, however, that K12 shall not bill to or otherwise attempt to collect from Customer any Tax with respect to which Customer provides K12 with (i) a Tax exemption certificate prepared in accordance with applicable law or (ii) other evidence, reasonably acceptable to K12, that such Tax does not apply.

7. Price Protection

Charges for one-time Software License Lease Fees are at fixed rates as shown in Appendix A. If additional startup assistance is requested related to startup conversion efforts (beyond the initial fixed price), additional training, or other one-time startup augmentation services, K12 will provide a work statement to Customer (with a copy to LVHN) that specifies the work to be done, timeframes, and daily rates. Invoicing for work orders follow after the custom work is completed.

8. Customer Operational Responsibilities

Customer acknowledges it has independently determined that the Software Products and Services ordered and licensed leased or acquired under this Agreement, as applicable, based on the representations and warranties in this Agreement, meet its requirements and the requirements of its end users at various office and building sites.

Customer has sole responsibility for use of the Software Products, including operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for Customer's intended use of the Software Products in providing services to its clients. K12 software is an "Off-the-Shelf" package whose procedures and design is intended to support generic national norms and standards of many customers. Tools are provided with the package to enable customization of reports, addition of new data fields, and other locally-desired variations.

Except for the initial training to be supplied by K12, as specified in Appendix A, Customer will accept the responsibility to keep its personnel educated and trained in the proper use and operation of the Software Products and that the Software Products are used in accordance with applicable K12 manuals and instructions.

9. Protection of Proprietary Information

Customer acknowledges that K12 believes that information about its Software, Software Products, Documentation and Services and its pricing information under this Agreement are its proprietary information and trade secrets and agrees that it will keep the same in confidence and protect it from direct or indirect disclosure to any and all third parties, including LVHN, and restrict its use as provided in this Agreement.

Customer acknowledges that unauthorized disclosure of such Proprietary Information may cause substantial economic loss to K12 or its licensors. Customer therefore acknowledges and agrees that K12 may obtain injunctive relief, including permanent or temporary restraining orders against the breach or threatened breach of the provisions contained in this Section 9.

Proprietary Information will not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for Customer's authorized use under this Agreement. Customer will mark each copy of Proprietary Information, including its storage media, with all notices which appear on the original.

K12 acknowledges that Customer is a governmental entity and, as such, Proprietary Information may be the subject of a request made by the public for the same under the Pennsylvania Right to Know Law; however, the Parties agree to abide by the Right to Know law if and when any requests are made by a member of the public with respect to any information that K12 has designated as its proprietary trade secret information under this Agreement.

Notwithstanding the foregoing, Customer is not prohibited from disclosing any Proprietary Information which is required to be disclosed by applicable law or court or governmental order, or from disclosing any information which is publicly known or is available or obtained from a source not bound by an obligation of confidentiality to K12.

During the term of the license(s) lease granted under this Agreement, K12 may be provided, may have access to or may come into possession of, certain proprietary and/or confidential information of Customer, including (without limitation) course content and design information and procedures, price/fee lists, school and student data, details of Customer's operations, contracts, business plans, products and services, and any document or information labeled, identified or regarded as confidential, proprietary or privileged (collectively, "Confidential Customer Information"). During the term of the license(s) lease granted under this Agreement, K12 shall not, directly or indirectly, acting alone or with others: (a) disclose to any other person or entity any Confidential Customer Information (unless required by law); or (b) use any Confidential Customer Information other than for performance of this Agreement. Upon expiration/termination of the license(s) lease granted under this Agreement or otherwise upon the request of Customer, K12 (c) will immediately cease to use any Confidential Customer Information for any purpose, (d) will immediately return all Confidential Customer Information, and all copies thereof (in whatever form) in K12's possession or control to Customer, and (e) will not at any time thereafter, directly or indirectly, disclose to any person or entity any such Confidential Customer Information (unless required by law).

Customer and K12 each will inform its employees of their obligations under this Section 9 and instruct them so as to ensure all such obligations are met.

10. License Lease Terms

10.1 Subject to the terms and conditions of this Agreement, K12 grants Customer a non-exclusive, limited, non-transferable, non-assignable and non-sublicensable license lease to use the Software Product as described in Appendix A for the term of this Agreement. Customer may make copies of the provided Documentation as it deems necessary for its use of the Software as permitted hereunder. Said Software license lease shall be deemed terminated at such time as Customer fails to maintain a valid support agreement with K12. Upon termination of the Software license lease, Customer data files remain the

property of Customer, although proprietary data structures retain their copyrighted status and must not be disclosed to outside parties.

10.2 Customer will not decompile or disassemble any Software provided under this Agreement or modify Software that bears a copyright notice of any (non-K12) third party, the copyright to which is duly owned by such third party.

10.3 K12 reserves, and Customer acknowledges and grants to K12, the right to audit the Software, any modifications, additions, or alterations to the Software developed by K12 and any other computer programs developed by K12 under this Agreement up to once per year, following reasonable prior notice, at K12 expense. Customer shall provide K12's employees, representatives and agents with access to the Software and such modifications, additions, alterations and additional computer programs, for the purpose of conducting such audit, during Customer's normal business hours, and upon reasonable prior notice, provided that such audit shall not disrupt Customer's normal operations and activities. Audit times shall be at a time approved by Customer.

10.4 Customer acknowledges and agrees that the Software, any alterations, additions, or modifications made to the Software programs by K12, and any other computer programs developed by K12 under this Agreement are and remain the property of K12.

11. Non-Exclusive License Lease to Use Corrections

If, in the course of providing services under this Agreement, K12 Systems, Inc. creates and delivers to the Customer any Software or software tools ("Corrections"), all copyright, patent and other intellectual property rights to such Corrections shall be retained by K12 Systems, Inc., and, subject to the terms and conditions of this Agreement, Customer shall receive a non-exclusive, limited, non-transferable, non-assignable and non-sublicensable, license to use such Corrections in connection with and during the term of, but subject to, its licensed use of K12 Systems, Inc. Software Suite. K12 Systems, Inc. reserves any and all rights not expressly granted herein.

12. Software Support Services

K12 offers Software Support to end-users for all Software supplied by K12. Such services include patches and fixes, new version releases, year-end federal and state report changes, hotline support, and access to K12's FTP site for downloading of documentation and other resources. Software support coverage is indicated in the applicable attached appendix.

13. Alterations and Attachments

If K12 is providing Software Support Services, Customer will give K12 prior written notice of any proposed alterations to the Software. K12 has no obligation to provide Software Support Services for non-K12 modified Software. Should K12 agree to maintain, support or correct modified software, K12 may impose additional charges.

K12 is not responsible for any malfunction, nonperformance or degradation of performance of Software, Software Products, supplies, or maintenance support materials caused by or resulting directly or indirectly from any alteration that is not created by or at the direction or request of K12.

In the event that problems arise from applying in-house solutions, or from running in-house utility programs, or from running in-house data correction programs, apart from K12's utilities and apart from consultation with K12, charges for corrections will be billed to the Customer based on the hourly or daily rates in force at that time for K12 customers generally. Telephone consulting is included as part of the annual CSS support service, enabling corrective actions to be taken to the extent possible under such circumstances. Customer training by telephone is not provided as part of the annual services. On-site or internet-based training is a chargeable service based on a published daily rate.

14. Warranties

K12 warrants to Customer that the Software, Software Products and other materials as and when delivered to Customer by K12 and when properly used for the purpose and in the manner authorized by this Agreement, will perform as described in the Documentation in all material respects.

K12 also represents and warrants that it will use qualified, capable personnel to perform and provide all services to be provided to Customer under this Agreement and that K12 actions in providing the services will not void or otherwise invalidate any warranty or other rights given or granted by any third-party with respect to the services and/or Software or any portion thereof.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, K12 MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Warranty coverage shall not extend to circumstances in which product failure is the result of hardware / software failure (whether server or workstation related). Warranty coverage is specifically excluded when failure is due to malicious action on the part of Customer or any 3rd party gaining access to Customer's servers and/or workstations – including but not limited to the introduction of malware, spyware, computer viruses, or other compromising of operating system, applications, or system data.

K12 may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Software Products. Notwithstanding any K12 recommendation, referral or introduction, Customer will independently investigate and test third-party products and services and will have sole responsibility for determining suitability for use of third-party products and services. K12 has no liability with respect to claims relating to or arising from use of third-party products and services.

15. Limitation of Liability

IN NO EVENT SHALL K12, OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR CONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ALLEGED AS BREACH OF CONTRACT, TORTUOUS CONDUCT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME OR PROFIT OR LOSSES SUSTAINED AS DAMAGES TO PROPERTY OR LOSSES OR DAMAGES RESULTING FROM K12'S FAILURE TO DELIVER OR DELAY IN DELIVERING ANY SECTION UNDER THIS AGREEMENT OR LOSS OF DATA OR INFORMATION OF ANY KIND WHICH CUSTOMER MAY EXPERIENCE, EVEN IF K12 KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS ARISING FROM K12'S AGREEMENT TO INDEMNIFY CUSTOMER UNDER SECTION 16 BELOW, IN NO EVENT SHALL K12'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY SOFTWARE PRODUCT LICENSED OR SOLD, OR ANY SERVICE PERFORMED HEREUNDER, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO K12 UNDER THIS AGREEMENT..

THE LIMITATIONS SET FORTH IN THIS SECTION 15 SHALL SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS AGREEMENT.

16. Patent, Copyright and Trade Secret Indemnification

K12 agrees that it shall indemnify, defend and hold Customer and its representatives, its agents and employees harmless from and against any claim that the Software (excluding any non-K12 modifications) or Customer's license lease granted hereunder infringes a United States Copyright or patent, or any trade secret or other contract or proprietary right of any person or entity, provided that K12 is notified in writing promptly of such claim and further provided that K12 has sole control over its defense or settlement, and Customer provides reasonable assistance in the defense of the same.

Following written notification of an infringement claim, K12, may at its expense, without obligation to do so, (a) procure for Customer the right to continue to use the alleged infringement Software, or (b) replace or modify the Software to make it non-infringing, provided that the Software functionality does not change in any material adverse respect. K12 shall have no liability for any infringement claim based on Customer's use of the Software in combination with any non-K12 program if such infringement claim would have been avoided but for such use in combination.

This Section 16 states the entire liability of K12 and Customer's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation. This Section 16 shall survive termination or cancellation of this Agreement.

17. Termination and Cancellation

K12 may suspend Customer's access to the Software Products, and Services, if any payment under this Agreement is past due more than forty-five (45) calendar days from the date of the invoice and K12 has provided Customer with ten (10) calendar days notice and an opportunity to cure as described below. For the avoidance of doubt, if payment is not made to K12 by LVHN or Customer within thirty (30) calendar days of the date of an invoice sent to Customer (with a copy to LVHN) as described in Section 5 and then is not made to K12 by LVHN or Customer within ten (10) calendar days of written notice of default sent to Customer (with a copy to LVHN), K12 may suspend Customer's access to the Software Products and Services and terminate this Agreement.

Except as otherwise stated herein, either Party may terminate Software Support Services for any section of Software, upon expiration of the applicable term by providing ninety (90) calendar days prior written notice. Failure to give such notice will result in a renewal or extension of the Service in accordance with the provisions of the applicable Appendix A.

Without prejudice to other remedies, K12 may cancel this Agreement or any order placed under it, for default if, upon written notice to Customer (with a copy to LVHN), Customer fails to (i) make any payment identified as thirty (30) calendar days delinquent within ten (10) calendar days of such notice of delinquency, or (ii) cure any default relating to Sections 9 and 10 within thirty (30) calendar days of such notice of default.

Upon termination of services for Customers employing the ASP service model, K12 will prepare and provide Customer with district specific data file(s). Such data file(s) will be in CSV (comma separated values) format. District specific data will not be provided to Customer in native database format due to the proprietary manner in which data is formatted on the systems utilized by K12.

18. Notices

All notices required by this Agreement to be given to any party will be in writing and hand delivered or sent via certified or registered mail, return receipt requested, to such party's address on the cover page of this Agreement.

Except that, all notices required by Sections 16, 17 and 19 to be given to K12 will be addressed to:

K12 Systems, Inc.
Two Windsor Plaza
7540 Windsor Drive - Suite 314
Allentown, PA 18195

19. Arbitration

Subject to the provisions in this section hereafter, any controversy or claim arising out of or relating to this Agreement or the breach thereof may, to the extent agreeable to K12 and Customer, be settled by arbitration before three arbitrators in accordance with the Rules of the American Arbitration Association ("AAA") then in effect, and judgment up to the award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be conducted in the Customer's County and State. The arbitrators will be selected from a panel of persons having experience with and knowledge of electronic computers and the computer business, and at least one of the arbitrators selected will be an attorney.

The arbitrators will have no authority to award punitive damages nor any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

Each Party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceedings. Arbitration will not be required for actions for recovery of specific property, such as actions for replevin.

If arbitration is not agreeable to either Party, all disputes arising under this Agreement shall be resolved in the Pennsylvania Court of Common Pleas in Lehigh County, Pennsylvania, by non-jury trial. K12 and Customer each hereby irrevocably agree to such jurisdiction and venue and waive any right to a jury trial.

Neither Party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both Parties.

Prior to initiation of arbitration, litigation or any other form of legal or equitable proceedings, the aggrieved Party will give the other Party written notice in accordance with Section 18 describing the claim and amount as to which it intends to initiate action.

20. Other Provisions

Neither Party shall be responsible or liable for failure to fulfill its obligations under this Agreement due to any major unforeseeable event beyond the reasonable control of, and not caused by the fault or negligence of, such Party or its agents, including without limitation, act of God, fire, earthquake, flood, explosion, actions of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, requisition, laws, orders of government or civil or military authorities; provided that the party having to perform in such event shall promptly resume or remedy, as the case may be, the performance of its obligations hereunder, as soon as practicable.

Any failure or delay by either Party in exercising any right or remedy will not constitute a waiver.

This Agreement will be governed by the laws of State of Pennsylvania without reference to conflicts of laws, rules, or principles.

This Agreement constitutes the entire agreement between the Parties with respect to the Products and Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the Parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by Customer.

This Agreement may be modified only in writing signed by a duly authorized representative of each Party.

No arbitration proceeding or legal action, regardless of its form, related to or arising out of this Agreement, may be brought by either Party more than two years after the cause of action first occurred.

Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force or effect. Customer acknowledges it has read and understands this Agreement (including all attached schedules and amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

Nothing herein shall be deemed a waiver of any immunity provided to Customer by applicable law, including, but not limited to, the Political Subdivisions Tort Claims Act.

Times specified for delivery of any Software, Products or services are of the essence of this Agreement.

21. System Security

If K12 Systems, Inc. is given access to the Customer's computer systems in connection with performance of support, K12 Systems, Inc. shall not intentionally violate any security measures employed by the Customer and made known to K12 Systems, Inc. in writing.

K12 will take all commercially reasonable steps to protect access, use, contamination, theft, and dissemination of Customer's information and data. K12 will employ commercially reasonable efforts to ensure the security, confidentiality and integrity of all pertinent data and other confidential information transmitted through, managed by, or stored on K12's systems, including without limitation: (i) maintenance of independent archival and backup copies of all of Customer's data; and (ii) protection from any network attack and other malicious, harmful or disabling data, work, code or program. More specifically, the system includes security provisions such as verification of the authenticity of users and access control lists, and security shields through Secure Sockets Layer (SSL) or equivalent or stronger security software and a combination of public-key and symmetric key encryption.

K12, by executing this Agreement, agrees to abide by the provisions of the Pennsylvania Data Breach Notification Act ("PDBNA"). Because K12 will be maintaining, storing, and/or managing computerized data on Customer's behalf, K12 must provide Customer with notice of any breach of the security system following its discovery by K12 in accordance with the terms of the PDBNA applicable to it. Customer will make determinations and discharge any remaining duties under the "PDBNA".

22. Disclosure of Customer Identity

K12 Systems, Inc. will not intentionally disclose the identity of the Customer on its Web site, advertising, press releases, or other publicly released publicity without the Customer's prior written consent.

23. Legal Relationship

The Parties enter this Agreement as, and shall remain, independent contractors with respect to one another. Nothing in this Agreement is designed to create, nor shall create between them, a partnership, joint venture, agency, or employment relationship.

24. Development Personnel

The Customer agrees that, without K12 Systems, Inc.'s prior written consent, the Customer will not, during the term of this Agreement and for a three (3) year period after termination, employ or use the services of any person (whether as an officer, director, shareholder, partner, employee, agent, consultant or independent contractor) who was a K12 Systems, Inc. employee or developer and who provided services to the Customer on behalf of K12 Systems, Inc. during the term of this Agreement.

In the event the Customer breaches this provision, K12 Systems, Inc. shall be entitled to liquidate damages as calculated herein to compensate K12 Systems, Inc. for locating, recruiting, hiring and training a replacement person. K12 Systems, Inc.'s liquidated damages shall be a sum equal to two (2) times the gross annual compensation of the person who the Customer has wrongfully hired or engaged. Gross annual compensation means twelve times the wrongfully hired person's last full month's compensation from K12 Systems, Inc. including pro rata bonuses and benefits without set off for any sums due K12 Systems, Inc. The Parties agree and acknowledge that this amount is a reasonable, liquidated amount and not a penalty.

25. Import/Export Processing Fee

Transfer of Customer data from the Student Information System or vice versa to the third party product/software will be processed in the following manner:

K12 Systems will work with Customer to accommodate the needs of Customer. When incorporating the process of data transfer through (push/pull) method with understanding that if the import/export utility program already exists in the K12 System's software utility library, K12 will charge the district only for the processing time at the rate of \$120.00 per hour with the approval of the school district. If the utility program does not exist in K12 System's utility library, meaning that K12 Systems had not done any import/export with that particular vendor/product, K12 Systems will build the utility program based on product software specification under the new service. K12 Systems will assess the scope of the project and will submit a proposal for written approval to the school district.

26. Confidentiality

K12 acknowledges the confidentiality of Customer's data, passwords and other confidential and proprietary information, and hereby agrees not to use or disseminate any of such confidential information except for the express purpose of enabling K12 to perform its obligations hereunder. Without the prior written consent of Customer's authorized representative, K12 agrees that it will not disclose or distribute any of Customer's confidential information or permit any person or entity to have access to any such confidential information, other than K12's employees and such other parties as may reasonably require access for purposes of K12's performance hereunder. K12 agrees that it will not duplicate or distribute to anyone any of Customer's confidential information without the prior written consent of Customer's authorized representative or a duly authorized legal authority with warrantor equivalent. K12 shall use, at a minimum, the same degree of care as to such confidential information, and shall maintain its confidentiality as K12 uses in respect to its own proprietary and confidential information. Upon termination of this Agreement for any reason, K12 shall promptly return to Customer all media containing any versions or portions of Customer's confidential information, and shall destroy any confidential information retained in any computer records of K12 within 30 days.

27. Privacy

K12, by executing this Agreement, verifies that it has read, understands and agrees to comply with the laws and regulations relevant to Customer's responsibility to protect the privacy and confidentiality of Customer's students, employees and other information and data. In all ways possible, the privacy, confidentiality and security of all such information and data shall be strictly maintained. K12 agrees to abide by all applicable laws, regulations, policies, standards and the like, of any governmental or quasi-governmental entity having jurisdiction, and all of Customer's policies pertaining to privacy, security, safety, employment, and civil rights, including but not limited to, all requirements of the Family Educational Rights and Privacy Act, the Health Insurance Privacy and Accountability Act, and Customer's Acceptable Use of Technology Policy.

K12 may not use the names of any students and/or any private, confidential, and/or personally identifiable information pertaining to any of Customer's students or employees, and/or any of Customer's confidential information and/or data, and K12 may not redisclose any such information to any other person or source.

28. Data Conversion

Data shall be converted to required format for K12 Systems software. Integrity of original data shall not be compromised during the conversion process. Customer Data and data files remain the property of Customer, although proprietary data structures retain their copyrighted status and must not be disclosed to outside parties

29. On-site Visits

All K12 employees shall always be in the presence of a Customer representative when working on Customer premises.

The undersigned, intending to be legally bound, agree to the Software License Lease Agreement and Appendix A hereto, specified above, and agree to the prices and payment terms and any special terms and conditions attached hereto.

K12 Systems, Inc.	Bethlehem Area School District
Signature:	Signature:
Name Printed: Mrs. Brenda Shahpari Azar	Name Printed:
Title: President/CEO	Title:
Date:	Date:

For purposes of acknowledging Section 5 only,

Lehigh Valley Health Network
Signature:
Name Printed: Harry F. Lukens
Title: Senior Vice President & Chief Information Officer
Date:



SOFTWARE GENERAL LICENSE LEASE AGREEMENT

Agreement Number	BASD2012
Customer	Bethlehem Area School District
Address	1516 Sycamore Street
Address	Bethlehem, PA 18017
Contact	Mr. Frank Arbushites
Telephone	(610) 807-5571 Ext. 35971

Sapphire School Nurse Health System ASP Model

Application	Implementation & Training Services	Initial Cost	2013/2014 License Fee	2014/2015 License Fee	2015/2016 License Fee	2016/2017 License Fee
A. Sapphire SchoolNurse Health System	Software – District Wide License (14,900 Students)		\$22,350.00	\$23,020.00	\$23,691.00	\$24,361.00
A1. PA State Reports	Included	Included				
B. Implementation Services	Professional Staff Development • Kick- off Meeting • Initial Data Collection • Consulting	\$4,500.00				
C. Training Services	Staff Training - Onsite \$900 per day – (6) days	\$5,400.00				
D. Health Data Conversion / Integration with current SIS • BASD Health Data • Sungard SIS	Pull integration process \$900 per day - (6) days	\$5,400.00				
E. Initial Setup and Configuration	Account Installation and Configuration \$900 per day (2) days	\$1,800.00				
Total		\$17,100.00	\$22,350.00	\$23,020.00	\$23,691.00	\$24,361.00

21. *Bid Award – Purchase, Removal and Recycling of Obsolete Computer and Audiovisual Equipment*

INFORMATION:

Bids were received and publicly opened at noon, Wednesday, January 30, 2013, for the sale of surplus technology equipment to include the purchase, removal and recycling of obsolete computer and audiovisual equipment. The bid award included the primary Bid “A” for obsolete technology and computer equipment along with an optional Bid “B” for obsolete monitors and televisions.

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

This information was reviewed with the Board at the February 11, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Administration be authorized to award the sale of obsolete technology equipment to include removal and recycling of computers and audiovisual equipment as specified in the bid proposal dated January 30, 2013 as follows:

Bid “A” – Disposal of Technology and Computer Equipment

US Micro Corporation	<u>\$11,620</u>
7000 Highlands Parkway	
Suite 160	
Smyrna, Georgia 30082	

Bid “B” (Optional) – Disposal of Monitors and Televisions

eLot Recycling Inc.	<u>\$200</u>
8000 Main Street	
Troy, New York 12180	

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.

Director McKeon made a motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22. Director Follweiler seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on items 16, 17, 18, 19, 20, 21, and 22.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinnetto

Motions pass 9-0

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: January 30, 2013

February 25, 2013

**TABULATION OF BIDS
FOR
PURCHASE, REMOVAL AND RECYCLING OF OBSOLETE
COMPUTER AND AUDIOVISUAL EQUIPMENT**

	BID "A"	BID "B" (Optional)
Computers for Kids of America	\$ 5,423.00	(-) \$744.00*
Creative Recycling Systems, LLC	\$ 4,044.00	No Bid
eLot Recycling Inc.	\$ 2,880.00	\$ 200.00
GER Solutions LLC d/b/a FreeCycle	\$ 1,270.00	(-) \$800.00*
Newtech Recycling Inc.	\$ 933.00	(-) \$1,652.00*
SAMR, Inc.	\$ 2,000.00	-0-
U.S. Micro Corporation	\$11,620.00	No Bid

BID AWARD

34 specifications mailed
7 bids received

*Indicates cost charged to District to remove equipment

22. *Pennsylvania Emergency Management Agency Disaster Relief Grant***INFORMATION:**

Northampton County was declared eligible for public assistance by the Federal Emergency Management Agency (FEMA) due to damages sustained from Hurricane Sandy between October 26 and November 8, 2012. Eligible applicants may request reimbursement through the Pennsylvania Emergency Management Agency (PEMA) for overtime labor costs incurred to provide emergency protective measures and contracts required to restore damaged facilities to pre-disaster condition. The Bethlehem Area School District is eligible for reimbursement of expenses related to emergency protective measures and contracted roof replacement at Miller Heights as a result of the declared disaster.

The PEMA public assistance grant application requires designation of an applicant's agent appointed by resolution of the governing body for each disaster declaration. The Designation of Agent Resolution for Hurricane Sandy is attached for Board approval.

This information was reviewed with the Board at the February 11, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the Designation of Agent Resolution and authorizes the Administration to submit applications for public disaster assistance through PEMA for damages sustained during Hurricane Sandy.

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22.

Director McKeon made a motion to approve Finance Agenda Items 16, 17, 18, 19, 20, 21, and 22. Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on items 16, 17, 18, 19, 20, 21, and 22.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass 9-0

DESIGNATION OF AGENT RESOLUTION

FOR: Hurricane Sandy, DR-4099
(Enter Name of Disaster or Number)

BE IT RESOLVED BY The Board of School Directors OF Bethlehem Area Schl District
(Governing Body) (Public Entity)

THAT Dr. Joseph J. Roy, Superintendent of Schools
(Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF
Bethlehem Area Schl District, Northampton County,
(Public Entity) (County)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this 25th day of February, 20 13.

Michael E. Faccinetto Board President
(Name) (Title) (Signature)

(Name) (Title) (Signature)

(Name) (Title) (Signature)

(Name) (Title) (Signature)

(Name) (Title) (Signature)

CERTIFICATION

I, Stacy M. Gober, duly appointed and Board Secretary
(Name) (Title)

of Bethlehem Area Schl District, do hereby certify that the above is a true and correct copy of
(Public Entity)

a resolution passed and approved by the The Board of School Directors
(Governing Body)

of Bethlehem Area Schl District on the 25th day of February, 20 13.
(Public Entity)

Board Secretary 2/25/13
(Signature) (Official Position) (Date)

Budgetary Transfers

RECOMMENDATION:

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

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 26); Treasurer's Report (Page 27); Monthly Bills (Page 28); and Budget Information which is an informational/non-voting item (Page 29).

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion. Seeing none, he asked for a roll call vote on the Financial Reports/Payment of Bills.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

February, 2013

**Bethlehem Area School District
2012-13 BUDGET TRANSFERS**

<u>FROM ACCOUNT</u>	<u>DESCRIPTION</u>	<u>TO ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REASON</u>
10-1100-123-211-00-000-111-000-0000	Instr-Prof Extra Duty-EAP Tutoring	10-1100-438-181-10-101-000-000-0000	Instr-Tech Maintenance-Target	\$ 1,808.94	iMac Maintenance
10-1100-123-211-00-000-111-000-0000	Instr-Prof Extra Duty-EAP Tutoring	10-1100-610-181-10-101-000-000-0000	Instr-General Supplies-Target	\$ 764.75	Technology Related Supplies
10-1100-123-211-00-000-111-000-0000	Instr-Prof Extra Duty-EAP Tutoring	10-1100-650-181-10-101-000-000-0000	Instr-Tech Supplies/Fees-Target	\$ 970.98	iPad Vouchers
10-1100-123-211-00-000-111-000-0000	Instr-Prof Extra Duty-EAP Tutoring	10-1100-757-181-10-101-000-000-0000	Instr-Hrdwr/Sftwr-Target	1 \$ 50,154.54	30 iPads, Carts, Apple TV, Macbook, 6 Projector/Camera
10-1190-650-416-10-100-000-000-0000	Fed Prgms-Tech Supplies/Fees	10-1190-757-416-10-105-000-000-2012	Fed Prgms-Hrdwr/Sftwr	\$ 3,960.00	Marketboard Skin
10-1290-610-000-00-000-119-LF0-0000	Other Sprt Special Ed- Supplies	10-1221-757-000-10-125-119-LF0-0000	Deaf/Hearing Sprt-Hrdwr/Sftwr	\$ 1,372.49	Phonak Hearing System
10-1290-610-000-00-000-119-LF0-0000	Other Sprt Special Ed- Supplies	10-1225-757-000-10-100-119-LF0-0000	Speech/Lang Sprt-Hrdwr/Sftwr	\$ 1,835.00	FM Transmitter/Receiver
10-1290-610-000-00-000-119-LF0-0000	Other Sprt Special Ed- Supplies	10-1260-580-000-00-000-119-LF0-0000	Social Work Svcs-Travel	\$ 1,000.00	Social Worker Travel
10-2840-442-000-00-000-550-GP0-0000	Data Proc-Equip Rental	10-1290-442-000-30-350-550-GP0-0000	Other Sprt Svcs-Equip Rental	2 \$ 4,861.68	Copier Lease
10-1340-610-000-30-353-000-530-0000	Home Ec-General Supplies	10-1340-580-000-30-353-000-530-0000	Home Ec-Travel	\$ 100.00	Home Ec Teacher Travel
10-2840-442-000-00-000-550-GP0-0000	Data Proc-Equip Rental	10-1360-442-000-30-350-550-GP0-0000	Business Ed-Equip Rental	\$ 1,562.64	Copier Lease
10-1700-566-000-00-000-000-GF0-0000	Community College-Tuition	10-1390-564-000-30-300-564-GC0-0000	Other Vo Ed Prgms- Tuition	\$ 8,806.00	BAVTS Bond Payment
10-1290-567-000-00-000-119-GF0-0000	Other Sprt Social Ed-Tuition APS	10-1390-564-000-30-300-564-GC0-0000	Other Vo Ed Prgms- Tuition	\$ 2,610.00	BAVTS Bond Payment
10-1801-442-217-10-038-000-000-0000	Pre-K Instr-Equip Rental	10-1805-635-217-10-038-000-000-0000	Pre-K Food Svcs-Meals/Refresh	3 \$ 5,000.00	Pre-K Counts Meals
10-2850-580-000-00-000-110-EB0-0000	State & Fed Agency Svcs-Travel	10-2110-580-000-00-000-110-EB0-0000	Student Svcs-Travel	4 \$ 500.00	Inter-District Travel
10-2380-810-000-00-000-000-AE0-0000	Principal Off-Dues/Fees	10-2110-810-000-00-000-110-EB0-0000	Student Svcs-Dues/Fees	\$ 525.00	PAESSP 2012-13 Membership
10-1100-610-000-20-244-000-440-0000	Instr-General Supplies	10-2120-751-000-20-244-000-440-0000	Guidance Svcs-Non Cap Equip	5 \$ 109.75	Electric Hole Punch
10-2160-640-391-10-116-000-000-0000	Social Work Svcs-Books/Periodicals	10-2160-580-871-10-116-000-000-0000	Social Work Svcs-Travel	4 \$ 1,600.00	Family Development Travel
10-2271-330-000-00-000-000-DT0-0000	C & I Instr Staff Dev-Other Prof Svcs	10-2260-330-000-00-000-000-DT0-0000	C & I Dev-Other Prof Svcs	\$ 15,000.00	PBS39 Education Consortium
10-1190-650-416-10-100-000-000-0000	Fed Prgms-Tech Supplies/Fees	10-2380-757-416-10-105-000-000-2012	Principal Off-Hrdwr/Sftwr	\$ 1,099.00	Apple Laptop
10-2440-610-000-10-114-000-140-0000	Nursing Svcs-General Supplies	10-2440-751-000-10-114-000-140-0000	Nursing Svcs-Non Cap Equip	\$ 218.49	Shredder
10-2220-610-000-30-353-000-530-0000	Tech Sprt Svcs-General Supplies	10-2440-761-000-30-353-000-530-0000	Nursing Svcs-Non Cap Equip Rplc	\$ 199.99	Fax Machine
10-2380-751-000-30-353-000-530-0000	Principal Off-Non Cap Equip	10-2490-751-000-30-353-000-530-0000	Other Health Svcs-Non Cap Equip	\$ 265.96	AED Cabinet
10-2600-415-000-00-000-000-NE0-0000	Facilities-Laundry Svcs	10-2600-810-000-00-000-000-NE0-0000	Facilities-Dues/Fees	\$ 300.00	Tradesmen Certs & Licenses
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-757-000-00-000-535-TK0-0000	Sys Wide Tech Svcs-Hrdwr/Sftwr	7 \$ 9,691.00	eRate-Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-757-000-10-105-535-TK0-0000	Sys Wide Tech Svcs-Hrdwr/Sftwr	7 \$ 5,585.84	eRate-Infrastructure Upgrade

February, 2013

**Bethlehem Area School District
2012-13 BUDGET TRANSFERS**

<u>FROM ACCOUNT</u>	<u>DESCRIPTION</u>	<u>TO ACCOUNT</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>	<u>REASON</u>
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-757-000-10-116-535-TK0-0000	Sys Wide Tech Svcs-Hrdwr/Sftwr	7	\$ 5,585.84	eRate-Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-757-000-10-125-535-TK0-0000	Sys Wide Tech Svcs-Hrdwr/Sftwr	7	\$ 5,585.84	eRate-Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-757-000-10-129-535-TK0-0000	Sys Wide Tech Svcs-Hrdwr/Sftwr	7	\$ 5,585.84	eRate-Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-757-000-20-240-535-TK0-0000	Sys Wide Tech Svcs-Hrdwr/Sftwr	7	\$ 5,929.74	eRate- Network Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-757-000-20-240-535-TK0-0000	Sys Wide Tech Svcs-Hrdwr/Sftwr	7	\$ 18,852.21	eRate-Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-758-000-10-105-535-TK0-0000	Sys Wide Tech Svcs-Equip/Hrdwr	7	\$ 8,527.68	eRate-Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-758-000-10-116-535-TK0-0000	Sys Wide Tech Svcs-Equip/Hrdwr	7	\$ 8,527.68	eRate-Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-758-000-10-125-535-TK0-0000	Sys Wide Tech Svcs-Equip/Hrdwr	7	\$ 8,527.68	eRate-Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-758-000-10-129-535-TK0-0000	Sys Wide Tech Svcs-Equip/Hrdwr	7	\$ 8,527.68	eRate-Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-758-000-20-240-535-TK0-0000	Sys Wide Tech Svcs-Equip/Hrdwr	7	\$ 59,693.76	eRate- Ntwrk Infrastructure Upgrade
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm	10-2818-758-000-20-240-535-TK0-0000	Sys Wide Tech Svcs-Equip/Hrdwr	7	\$ 53,160.17	eRate-Infrastructure Upgrade
10-1100-270-000-00-000-000-000-0000	Instr-Medical Self Insured	10-2830-271-000-00-000-000-000-0000	Staff Svcs-Self Ins Med Health	6	\$492,495.75	Retiree Medical
10-2380-810-000-10-126-000-260-0000	Principal Off-Dues/Fees	10-2834-324-000-10-126-000-260-0000	Staff Dev Admin Cert-Train/Dev		\$275.00	PAESSP Conference
10-2380-514-000-10-123-000-230-0000	Principal Off-Board/Lodging	10-2834-581-000-10-123-000-230-0000	Staff Dev Admin Cert-Conference		\$ 362.54	PAESSP Conference
10-2380-810-000-10-126-000-260-0000	Principal Off-Dues/Fees	10-2834-581-000-10-126-000-260-0000	Staff Dev Admin Cert-Conference		\$ 242.82	PAESSP Conference
10-2740-610-000-00-000-670-NT0-0000	Vehicle Maint Svcs-Supplies	10-2836-581-000-00-000-000-NT0-0000	Staff Dev Non Cert-Conference		\$ 100.00	Driver Instructor Training
10-2836-324-000-00-000-535-TN0-0000	Staff Dev Non Instr- Emp Train/Dev	10-2840-618-000-00-000-535-TN0-0000	Data Proc-Admin Sftwr/License		\$ 2,095.00	Software Licenses/SSL Certificates
10-2840-432-000-00-000-535-TN0-0000	Data Proc-Equip Repairs/Maint	10-2840-618-000-00-000-535-TN0-0000	Data Proc-Admin Sftwr/License		\$ 898.86	Software Licenses/SSL Certificates
10-3210-810-000-20-244-000-440-0000	Student Act-Dues/Fees	10-3210-173-105-20-244-000-440-0000	Student Act-Bus Driver Extra Duty		\$ 135.00	Law Day Field Trip

Treasurer's Reports

RECOMMENDATION:

That the Board of School Directors approves the Treasurer's Report dated January 31, 2013.

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 26); Treasurer's Report (Page 27); Monthly Bills (Page 28); and Budget Information which is an informational/non-voting item (Page 29).

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion. Seeing none, he asked for a roll call vote on the Financial Reports/Payment of Bills.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

**Bethlehem Area School District
Treasurer's Report
January 31, 2013**

Fund	Beginning Balance December 31, 2012	Receipts	Disbursements	Ending Balance January 31, 2013
10 - General	27,722,079.69	17,583,313.32	21,885,464.64	23,419,928.37
22 - Capital Reserve	2,696,509.75	-	-	2,696,509.75
30 - Bond Fund	289,955.72	-	-	289,955.72
50 - Food Service	368,880.45	616,182.61	937,268.23	47,794.83
52 - Daycare	506,949.58	271,281.68	192,913.67	585,317.59
70 - Scholarships***	210,906.09	67,427.40	-	278,333.49
71 - Self Insurance	3,673,419.49	5,779,637.08	2,349,343.55	7,103,713.02
81 - Student Activity	428,732.14	118,319.24	103,421.64	443,629.74
	\$ 35,897,432.91	\$ 24,436,161.33	\$ 25,468,411.73	\$ 34,865,182.51

***Includes addition of BTFCU Scholarship account

Summary of Receipts									
	10 - General	22 - Capital Reserve	30 - Bond Fund	50 - Food Services	52 - Day Care	70 - Scholarship	71 - Self Insurance	81 - Student Activity	Total
Federal	319,336.99	-	-	312,233.34	-	-	-		631,570.33
State	1,356,106.57	-	-	17,813.40	-	-	-		1,373,919.97
Local*/**	15,899,463.04	-	-	286,135.48	271,281.68	67,427.39	5,779,637.08	118,319.24	22,422,263.91
Interest Earned	8,406.72	-	-	0.39	-	0.01	-	-	8,407.12
Total	17,583,313.32	-	-	616,182.61	271,281.68	67,427.40	5,779,637.08	118,319.24	\$ 24,436,161.33

	Summary of Disbursements								
	10 - General	32 - Capital Reserve	30 - Bond Fund	50 - Food Services	52 - Day Care	70 - Scholarship	71 - Self Insurance	81 - Student Activity	Total
Payroll/Benefits	10,523,768.94	-	-	269,979.22	178,667.40	-	-	-	10,972,415.56
Operating Expenditures**	10,392,124.73	-	-	667,289.01	14,246.27	-	2,349,343.55	103,421.64	13,526,425.20
Debt Service	969,570.97	-	-	-	-	-	-	-	969,570.97
Total	21,885,464.64	-	-	937,268.23	192,913.67	-	2,349,343.55	103,421.64	\$ 25,468,411.73

*Includes \$12M Redemption in CDs

**Includes Interfund Transfers

Report of Depositories							
	Wells Fargo	PSDLAF	PA INVEST	PLGIT	KNBT	BTFCU	Total
10 - General	7,046,954.12	12,740,488.23	2,202,608.38	1,429,877.64			23,419,928.37
22 - Capital Reserve		2,696,509.75					2,696,509.75
30 - Bond Fund		289,955.72					289,955.72
50 - Food Service		47,794.83					47,794.83
52 - Daycare		585,317.59					585,317.59
70 - Scholarships		220,131.10				58,202.39	278,333.49
71 - Self Insurance		7,103,713.02					7,103,713.02
81 - Student Activity		443,629.74					443,629.74
	7,046,954.12	24,127,539.98	2,202,608.38	1,429,877.64	-	58,202.39	\$ 34,865,182.51

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 fiscal year position and encumbrances are shown.

Outstanding Investment Summary
January 31, 2013

<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	12/31/12	02/12/13	43	\$48,000,000.00	\$48,000,000.00	0.150%		\$8,482.19
						\$48,000,000.00	\$48,000,000.00			\$8,482.19
	Safra National Bank	CD Wells Fargo Brokerage Account	10/12/12	10/11/13	364	\$248,000.00	\$248,000.00	0.450%		\$1,116.00
	Bank Baroda NY	CD Wells Fargo Brokerage Account	10/16/12	10/16/13	365	\$248,000.00	\$248,000.00	0.400%		\$992.00
	Bank of India	CD Wells Fargo Brokerage Account	10/17/12	10/16/13	364	\$248,000.00	\$248,000.00	0.450%		\$1,116.00
	Bank of China NY	CD Wells Fargo Brokerage Account	10/17/12	10/16/13	364	\$248,000.00	\$248,000.00	0.400%		\$992.00
	Beal Bank SSB	CD Wells Fargo Brokerage Account	10/17/12	10/16/13	364	\$248,000.00	\$248,000.00	0.350%		\$868.00
	Beal Bank USA	CD Wells Fargo Brokerage Account	10/17/12	10/16/13	364	\$248,000.00	\$248,000.00	0.350%		\$868.00
	Community Financial Svcs	CD Wells Fargo Brokerage Account	10/17/12	10/17/13	365	\$248,000.00	\$248,000.00	0.250%		\$620.00
	Discover Bk	CD Wells Fargo Brokerage Account	10/17/12	10/17/13	365	\$248,000.00	\$248,000.00	0.300%		\$744.00
	Goldman Sachs Bk USA	CD Wells Fargo Brokerage Account	10/17/12	10/17/13	365	\$248,000.00	\$248,000.00	0.350%		\$868.00
	Mizuho Corporate Bk	CD Wells Fargo Brokerage Account	10/17/12	10/17/13	365	\$248,000.00	\$248,000.00	0.300%		\$744.00
	Sovereign Bank	CD Wells Fargo Brokerage Account	10/17/12	10/17/13	365	\$248,000.00	\$248,000.00	0.350%		\$868.00
	BMW Bank	CD Wells Fargo Brokerage Account	10/18/12	10/18/13	365	\$248,000.00	\$248,000.00	0.350%		\$868.00
	Bank Hapoalim BM NY	CD Wells Fargo Brokerage Account	10/23/12	10/23/13	365	\$248,000.00	\$248,000.00	0.500%		\$1,240.00
	Key Bk National Assn Ohio	CD Wells Fargo Brokerage Account	10/24/12	10/24/13	365	\$248,000.00	\$248,000.00	0.250%		\$620.00
	Apple Bk for Savings NY	CD Wells Fargo Brokerage Account	10/24/12	10/24/13	365	\$248,000.00	\$248,000.00	0.300%		\$744.00
	Citizens State Bank	CD Wells Fargo Brokerage Account	10/25/12	10/25/13	365	\$248,000.00	\$248,000.00	0.250%		\$620.00
	Enerbank	CD Wells Fargo Brokerage Account	10/25/12	10/25/13	365	\$248,000.00	\$248,000.00	0.350%		\$868.00
	BBCN	CD Wells Fargo Brokerage Account	10/31/12	10/31/13	365	\$248,000.00	\$248,000.00	0.300%		\$744.00
	BAC Florida Bank	CD Wells Fargo Brokerage Account	10/31/12	10/31/13	365	\$248,000.00	\$248,000.00	0.250%		\$620.00
	United States Treasury Bill	Wells Fargo Brokerage Account	10/11/12	02/28/13	140	\$3,998,444.44	\$4,000,000.00			\$1,555.56
	United States Treasury Bill	Wells Fargo Brokerage Account	10/11/12	03/14/13	154	\$3,998,117.78	\$4,000,000.00			\$1,882.22
	United States Treasury Bill	Wells Fargo Brokerage Account	10/11/12	03/28/13	168	\$3,997,853.33	\$4,000,000.00			\$2,146.67
	United States Treasury Bill	Wells Fargo Brokerage Account	10/11/12	04/11/13	182	\$3,997,522.78	\$4,000,000.00			\$2,477.22
	United States Treasury Bill	Wells Fargo Brokerage Account	10/11/12	05/02/13	203	\$2,997,885.41	\$3,000,000.00			\$2,114.59
						\$23,701,823.74	\$23,712,000.00			\$26,296.26
General Total						\$71,701,823.74	\$71,712,000.00			\$34,778.45

Monthly Bills

RECOMMENDATION:

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

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 26); Treasurer's Report (Page 27); Monthly Bills (Page 28); and Budget Information which is an informational/non-voting item (Page 29).

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion. Seeing none, he asked for a roll call vote on the Financial Reports/Payment of Bills.

Yes – Directors Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, Vidanage, Bonilla, and President Faccinetto

Motions pass – 9-0

Budget Information

INFORMATION:

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

Condensed IV Board Summary Report

From 01/01/2013 To 01/31/2013

fabrdco4

Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
1100	INSTRUCTION - REG PROG ELEM/SECONDARY						
100	SALARY	52,568,156.75	3,925,207.26	21,576,706.01	0.00	41.04	30,991,450.74
200	EMPLOYEE BENEFITS	28,034,706.05	1,932,900.84	11,964,945.06	-25,215.30	42.58	16,094,976.29
300	PURCHASED PROF & TECH	621,165.83	163,233.74	652,300.74	0.00	105.01 *	-31,134.91
400	PURCHASED PROPERTY SVC	511,763.40	49,345.66	170,824.97	14,820.17	36.27	326,118.26
500	OTHER PURCHASED SVCS	9,766,101.53	1,669,439.60	5,504,294.17	0.00	56.36	4,261,807.36
600	SUPPLIES	1,271,364.27	169,121.92	801,702.69	55,541.37	67.42	414,120.21
700	PROPERTY	289,169.23	7,316.83	246,895.84	60,661.74	106.35 (1)	-18,388.35
800	OTHER OBJECTS	36,132.00	340.10	430.10	0.00	1.19	35,701.90
Total		93,098,559.06	7,916,905.95	40,918,099.58	105,807.98	44.06	52,074,651.50
**IU20 Partial Hosp. costs recorded to 1100-322 temporarily until end of yr when actual expenses will be reconciled to actual accts based on student attendance/participation.							
1200	INSTRUCTION - SPEC PROG ELEMEN/SECOND						
100	SALARY	10,382,562.00	799,360.49	4,430,465.50	0.00	42.67	5,952,096.50
200	EMPLOYEE BENEFITS	4,830,237.00	412,818.06	2,615,361.75	0.00	54.14	2,214,875.25
300	PURCHASED PROF & TECH	5,699,161.13	381,827.14	1,649,237.62	0.00	28.93	4,049,923.51
400	PURCHASED PROPERTY SVC	5,592.00	2,430.32	6,911.02	0.00	123.58 (2)	-1,319.02
500	OTHER PURCHASED SVCS	2,537,104.00	321,827.37	1,112,222.47	0.00	43.83	1,424,881.53
600	SUPPLIES	229,593.10	17,166.81	187,229.32	7,648.02	84.87	34,715.76
700	PROPERTY	13,688.00	781.00	8,556.99	4,079.20	92.31	1,051.81
800	OTHER OBJECTS	46,400.00	2,250.00	13,278.12	375.00	29.42	32,746.88
Total		23,744,337.23	1,938,461.19	10,023,262.79	12,102.22	42.26	13,708,972.22
1300	INSTRUCTION - VOCATIONAL EDUCATION						
100	SALARY	1,882,138.00	201,221.16	1,124,818.72	0.00	59.76	757,319.28
200	EMPLOYEE BENEFITS	721,519.00	89,218.30	519,196.69	0.00	71.95	202,322.31
400	PURCHASED PROPERTY SVC	13,676.81	1,592.59	11,366.25	1,850.00	96.63	460.56
500	OTHER PURCHASED SVCS	5,890,945.00	415,722.04	3,833,290.91	1,989,721.00	98.84	67,933.09
600	SUPPLIES	172,724.64	4,517.33	41,101.90	9,983.57	29.57	121,639.17
700	PROPERTY	97,792.52	0.00	70,420.49	7,457.95	79.63	19,914.08
Total		8,778,795.97	712,271.42	5,600,194.96	2,009,012.52	86.67	1,169,588.49
1400	INSTRUCTION - OTHER INSTRUCTION PROG						

Condensed IV Board Summary Report

From 01/01/2013 To 01/31/2013

fabrdco4

Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
100	SALARY	794,484.00	32,560.88	359,350.72	0.00	45.23	435,133.28
200	EMPLOYEE BENEFITS	161,267.00	6,439.19	70,319.28	0.00	43.60	90,947.72
300	PURCHASED PROF & TECH	727,113.85	152,070.76	657,861.95	0.00	90.47	69,251.90
400	PURCHASED PROPERTY SVC	68.15	0.00	68.15	0.00	100.00	0.00
500	OTHER PURCHASED SVCS	202,247.00	28,809.40	90,676.14	0.00	44.83	111,570.86
600	SUPPLIES	106,920.58	1,029.22	79,935.61	15,552.64	89.30	11,432.33
700	PROPERTY	21,298.93	0.00	20,864.48	169.00	98.75	265.45
800	OTHER OBJECTS	13,000.00	168.00	4,240.20	0.00	32.61	8,759.80
Total		2,026,399.51	221,077.45	1,283,316.53	15,721.64	64.10	727,361.34
1500	INSTRUCTION - NONPUBLIC SCHOOL PGMS						
100	SALARY	19,782.59	0.00	4,089.40	0.00	20.67	15,693.19
200	EMPLOYEE BENEFITS	2,766.00	2.50	825.79	0.00	29.85	1,940.21
300	PURCHASED PROF & TECH	38,000.00	0.00	0.00	0.00	0.00	38,000.00
600	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
Total		60,548.59	2.50	4,915.19	0.00	8.11	55,633.40
1600	INSTRUCTION - ADULT EDUCATION PROGRAM						
100	SALARY	1,845.00	0.00	0.00	0.00	0.00	1,845.00
200	EMPLOYEE BENEFITS	370.00	0.00	0.00	0.00	0.00	370.00
300	PURCHASED PROF & TECH	3,494.15	3,137.30	3,494.15	0.00	100.00	0.00
500	OTHER PURCHASED SVCS	0.00	0.00	0.00	0.00	0.00	0.00
600	SUPPLIES	1,105.85	0.00	0.00	0.00	0.00	1,105.85
Total		6,815.00	3,137.30	3,494.15	0.00	51.27	3,320.85
1700	INSTRUCTION - COMMUNITY/JR COLLEGE ED						
500	OTHER PURCHASED SVCS	2,168,556.00	174,948.66	1,285,006.58	874,743.42	99.59	8,806.00
600	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
Total		2,168,556.00	174,948.66	1,285,006.58	874,743.42	99.59	8,806.00
1800	INSTRUCTION - PRE- KINDERGARTEN						
100	SALARY	358,199.00	29,658.66	161,571.39	0.00	45.10	196,627.61

Condensed IV Board Summary Report

From 01/01/2013 To 01/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
200 EMPLOYEE BENEFITS	208,907.00	18,631.43	119,790.08	0.00	57.34	89,116.92
300 PURCHASED PROF & TECH	4,874.34	0.00	0.00	0.00	0.00	4,874.34
400 PURCHASED PROPERTY SVC	25,200.00	0.00	0.00	0.00	0.00	25,200.00
500 OTHER PURCHASED SVCS	3,000.00	50.23	163.66	0.00	5.45	2,836.34
600 SUPPLIES	10,300.00	2,191.53	7,484.09	3,979.76	111.29	(3) -1,163.85
800 OTHER OBJECTS	2,525.00	152.00	917.50	0.00	36.33	1,607.50
Total	613,005.34	50,683.85	289,926.72	3,979.76	47.94	319,098.86

Function 1000 - INSTRUCTION

Total Expenditure	130,497,016.70	11,017,488.32	59,408,216.50	3,021,367.54	47.83	68,067,432.66
Total Other Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	130,497,016.70	11,017,488.32	59,408,216.50	3,021,367.54	47.83	68,067,432.66

Condensed IV Board Summary Report

From 01/01/2013 To 01/31/2013

fabrdco4

Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
2100	SUPPORT SERVICES - SUPPORT-STUDENT SVCS						
100	SALARY	5,393,783.47	406,232.23	2,538,660.75	0.00	47.06	2,855,122.72
200	EMPLOYEE BENEFITS	2,270,474.33	193,492.32	1,245,819.40	0.00	54.87	1,024,654.93
300	PURCHASED PROF & TECH	119,028.18	1,825.00	7,050.00	18,200.00	21.21	93,778.18
400	PURCHASED PROPERTY SVC	36,648.00	5,020.12	14,912.59	0.00	40.69	21,735.41
500	OTHER PURCHASED SVCS	2,935.00	1,247.45	4,049.89	0.00	137.98	(4) -1,114.89
600	SUPPLIES	170,031.76	13,610.88	18,712.76	10,883.63	17.40	140,435.37
700	PROPERTY	825.88	0.00	935.63	0.00	113.28	(5) -109.75
800	OTHER OBJECTS	11,608.00	225.00	10,673.00	0.00	91.94	935.00
	Total	8,005,334.62	621,653.00	3,840,814.02	29,083.63	48.34	4,135,436.97
2200	SUPPORT SERVICES - SUPPRT SVCS-INSTR STAFF						
100	SALARY	3,271,392.83	264,401.82	1,691,649.92	0.00	51.71	1,579,742.91
200	EMPLOYEE BENEFITS	1,390,334.58	120,326.78	773,645.94	0.00	55.64	616,688.64
300	PURCHASED PROF & TECH	183,865.00	2,003.00	35,179.89	480.00	19.39	148,205.11
400	PURCHASED PROPERTY SVC	57,101.00	4,859.82	16,368.65	648.00	29.80	40,084.35
500	OTHER PURCHASED SVCS	28,522.93	784.97	8,445.74	0.00	29.61	20,077.19
600	SUPPLIES	295,319.71	32,625.26	173,313.99	33,702.86	70.09	88,302.86
700	PROPERTY	31,662.36	10,699.60	21,588.94	854.81	70.88	9,218.61
800	OTHER OBJECTS	14,340.00	0.00	8,125.00	374.00	59.26	5,841.00
	Total	5,272,538.41	435,701.25	2,728,318.07	36,059.67	52.42	2,508,160.67
2300	SUPPORT SERVICES - SUPPORT SERVICES-ADMIN						
100	SALARY	5,659,878.00	447,470.00	3,266,310.20	0.00	57.70	2,393,567.80
200	EMPLOYEE BENEFITS	2,272,912.00	187,392.36	1,339,600.97	0.00	58.93	933,311.03
300	PURCHASED PROF & TECH	1,223,400.00	77,888.00	384,404.84	0.00	31.42	838,995.16
400	PURCHASED PROPERTY SVC	95,088.65	15,887.95	57,507.40	17,200.00	78.56	20,381.25
500	OTHER PURCHASED SVCS	221,861.87	1,938.81	98,942.28	7,065.32	47.78	115,854.27
600	SUPPLIES	60,927.25	3,303.68	8,647.32	815.67	15.53	51,464.26
700	PROPERTY	11,685.10	314.00	10,350.36	951.18	96.71	383.56
800	OTHER OBJECTS	84,689.00	575.00	41,337.45	0.00	48.81	43,351.55

Condensed IV Board Summary Report

From 01/01/2013 To 01/31/2013

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
Total	9,630,441.87	734,769.80	5,207,100.82	26,032.17	54.33	4,397,308.88
2400 SUPPORT SERVICES - SUPP SVC-PUBLIC HEALTH						
100 SALARY	1,197,818.00	97,103.54	506,741.20	0.00	42.30	691,076.80
200 EMPLOYEE BENEFITS	615,877.00	55,896.88	340,789.38	0.00	55.33	275,087.62
300 PURCHASED PROF & TECH	17,500.00	1,668.00	1,866.00	0.00	10.66	15,634.00
400 PURCHASED PROPERTY SVC	4,594.00	395.44	1,460.04	0.00	31.78	3,133.96
500 OTHER PURCHASED SVCS	16,000.00	0.00	1,303.98	0.00	8.14	14,696.02
600 SUPPLIES	25,930.00	1,288.32	9,045.18	4,525.88	52.33	12,358.94
700 PROPERTY	4,000.00	0.00	0.00	617.49	15.43	3,382.51
Total	1,881,719.00	156,352.18	861,205.78	5,143.37	46.04	1,015,369.85
2500 SUPPORT SERVICES - SUPP SERVICES-BUSINESS						
100 SALARY	745,960.00	62,430.94	461,482.32	0.00	61.86	284,477.68
200 EMPLOYEE BENEFITS	345,112.00	29,170.09	218,108.70	0.00	63.19	127,003.30
300 PURCHASED PROF & TECH	149,000.00	1,226.00	10,914.00	0.00	7.32	138,086.00
400 PURCHASED PROPERTY SVC	194,417.00	52,388.09	183,322.87	4,228.93	96.46	6,865.20
500 OTHER PURCHASED SVCS	88,640.00	6,438.94	31,391.15	6,246.36	42.46	51,002.49
600 SUPPLIES	49,121.76	2,520.28	39,335.69	6,000.00	92.29	3,786.07
700 PROPERTY	10,000.00	0.00	0.00	0.00	0.00	10,000.00
800 OTHER OBJECTS	35,000.00	5,720.00	6,281.00	0.00	17.94	28,719.00
Total	1,617,250.76	159,894.34	950,835.73	16,475.29	59.81	649,939.74
2600 SUPPORT SERVICES - OP/MAINT PLANT SVCS						
100 SALARY	6,368,929.00	485,938.45	3,449,034.49	0.00	54.15	2,919,894.51
200 EMPLOYEE BENEFITS	3,330,452.00	273,499.68	1,914,684.50	0.00	57.49	1,415,767.50
300 PURCHASED PROF & TECH	375,366.30	45,890.22	154,492.26	32,453.39	49.80	188,420.65
400 PURCHASED PROPERTY SVC	4,578,145.14	368,954.77	1,779,332.73	233,349.88	43.96	2,565,462.53
500 OTHER PURCHASED SVCS	428,300.00	13,636.07	420,927.99	0.00	98.27	7,372.01
600 SUPPLIES	2,087,939.26	128,657.39	674,064.91	26,604.62	33.55	1,387,269.73
700 PROPERTY	259,898.03	25,000.00	198,671.36	56,733.63	98.27	4,493.04
800 OTHER OBJECTS	1,900.00	225.00	1,674.50	0.00	88.13	225.50

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Account Description		Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
Total		17,430,929.73	1,341,801.58	8,592,882.74	349,141.52	51.29	8,488,905.47
2700	SUPPORT SERVICES - STUDENT TRANSP SERVICES						
100	SALARY	2,891,777.00	219,023.24	1,380,904.17	0.00	47.75	1,510,872.83
200	EMPLOYEE BENEFITS	1,505,316.00	122,738.87	830,278.92	0.00	55.15	675,037.08
300	PURCHASED PROF & TECH	15,000.00	1,773.00	12,203.35	1,729.00	92.88	1,067.65
400	PURCHASED PROPERTY SVC	75,806.00	10,515.46	59,951.16	0.00	79.08	15,854.84
500	OTHER PURCHASED SVCS	1,012,015.00	7,603.46	107,832.39	0.00	10.65	904,182.61
600	SUPPLIES	898,079.00	77,171.51	414,851.27	60,624.54	52.94	422,603.19
700	PROPERTY	2,346.00	0.00	2,345.94	0.00	99.99	0.06
800	OTHER OBJECTS	1,238.00	0.00	0.00	0.00	0.00	1,238.00
Total		6,401,577.00	438,825.54	2,808,367.20	62,353.54	44.84	3,530,856.26
2800	SUPPORT SERVICES - SUPPORT SVCS-CENTRAL						
100	SALARY	1,048,416.00	76,331.62	574,217.61	0.00	54.77	474,198.39
200	EMPLOYEE BENEFITS	473,298.00	98,499.15	540,434.03	0.00	114.18 (6)	-67,136.03
300	PURCHASED PROF & TECH	179,772.00	19,468.76	74,037.06	13,998.00	48.97	91,736.94
400	PURCHASED PROPERTY SVC	221,461.16	3,006.58	195,881.29	0.00	88.44	25,579.87
500	OTHER PURCHASED SVCS	677,057.00	10,432.91	221,500.81	105,672.00	48.32	349,884.19
600	SUPPLIES	76,932.27	297.12	66,612.83	0.00	86.58	10,319.44
700	PROPERTY	13,113.00	0.00	6,175.64	78,600.18	646.50 (7)	-71,662.82
800	OTHER OBJECTS	1,835.00	1,344.00	1,344.00	0.00	73.24	491.00
Total		2,691,884.43	209,380.14	1,680,203.27	198,270.18	69.78	813,410.98
2900	SUPPORT SERVICES - OTHER SUPPORT SERVICES						
500	OTHER PURCHASED SVCS	101,369.86	0.00	101,369.86	0.00	100.00	0.00
Total		101,369.86	0.00	101,369.86	0.00	100.00	0.00

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
Function 2000 - SUPPORT SERVICES						
Total Expenditure	53,033,045.68	4,098,377.83	26,771,097.49	722,559.37	51.84	25,539,388.82
Total Other Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	53,033,045.68	4,098,377.83	26,771,097.49	722,559.37	51.84	25,539,388.82

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Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
3200	NON INSTRUCTIONAL - STUDENT ACTIVITIES						
100	SALARY	1,245,149.32	36,461.12	600,157.61	0.00	48.19	644,991.71
200	EMPLOYEE BENEFITS	272,301.00	10,257.29	123,584.31	0.00	45.38	148,716.69
300	PURCHASED PROF & TECH	163,700.00	25,903.82	101,482.53	0.00	61.99	62,217.47
400	PURCHASED PROPERTY SVC	17,100.00	992.32	6,514.56	0.00	38.09	10,585.44
500	OTHER PURCHASED SVCS	99,366.64	158.73	79,724.21	-360.93	79.86	20,003.36
600	SUPPLIES	157,400.04	14,358.44	119,225.23	18,640.05	87.58	19,534.76
700	PROPERTY	33,627.75	776.42	17,504.07	998.00	55.02	15,125.68
800	OTHER OBJECTS	38,302.00	1,697.84	9,857.10	120.00	26.04	28,324.90
	Total	2,026,946.75	90,605.98	1,058,049.62	19,397.12	53.15	949,500.01
3300	NON INSTRUCTIONAL - COMMUNITY SERVICES						
100	SALARY	5,275.20	0.00	1,266.20	0.00	24.00	4,009.00
200	EMPLOYEE BENEFITS	1,055.72	0.00	251.71	0.00	23.84	804.01
300	PURCHASED PROF & TECH	12,951.87	500.00	12,951.87	0.00	100.00	0.00
400	PURCHASED PROPERTY SVC	702.00	0.00	0.00	0.00	0.00	702.00
500	OTHER PURCHASED SVCS	230,000.00	0.00	16,319.48	0.00	7.09	213,680.52
600	SUPPLIES	6,036.38	1,750.29	5,754.14	0.00	95.32	282.24
	Total	256,021.17	2,250.29	36,543.40	0.00	14.27	219,477.77
3400	NON INSTRUCTIONAL - SCHOLARSHIPS AND AWARDS						
600	SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00

Function 3000 - NON INSTRUCTIONAL

Total Expenditure	2,282,967.92	92,856.27	1,094,593.02	19,397.12	48.79	1,168,977.78
Total Other Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	2,282,967.92	92,856.27	1,094,593.02	19,397.12	48.79	1,168,977.78

Condensed IV Board Summary Report

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Account Description	Exp/Rcvd	Current Budget	Period To Date	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
4400 FACILITY IMPROVEMENTS - ARCH & ENGINEER IMPROVE							
300 PURCHASED PROF & TECH		45,617.70	1,018.13	31,782.18	2,006.43	74.06	11,829.09
Total		45,617.70	1,018.13	31,782.18	2,006.43	74.06	11,829.09
4600 FACILITY IMPROVEMENTS - EXISTING BLDG IMPROVE							
300 PURCHASED PROF & TECH		0.00	0.00	0.00	0.00	0.00	0.00
400 PURCHASED PROPERTY SVC		0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00

Function 4000 - FACILITY IMPROVEMENTS

Total Expenditure	45,617.70	1,018.13	31,782.18	2,006.43	74.06	11,829.09
Total Other Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	45,617.70	1,018.13	31,782.18	2,006.43	74.06	11,829.09

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
5100 OTHR EXP & FINANCE USES - DEBT SERVICE						
800 OTHER OBJECTS	13,057,351.34	944,567.46	6,552,841.96	1,705.44	50.19	6,502,803.94
900 OTHER USES OF FUNDS	10,595,838.66	128,840.71	10,146,773.27	297,035.66	98.56	152,029.73
Total	23,653,190.00	1,073,408.17	16,699,615.23	298,741.10	71.86	6,654,833.67
5200 OTHR EXP & FINANCE USES - INTERFUND TRANSFERS-OUT						
900 OTHER USES OF FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00
5800 OTHR EXP & FINANCE USES - SUSPENSE ACCOUNT						
000	0.00	0.00	0.00	0.00	0.00	0.00
200 EMPLOYEE BENEFITS	0.00	0.00	480,287.00	0.00	0.00	-480,287.00
600 SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
800 OTHER OBJECTS	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	480,287.00	0.00	0.00	-480,287.00
5900 OTHR EXP & FINANCE USES - BUDGETARY RESERVE						
800 OTHER OBJECTS	2,996,802.00	0.00	0.00	0.00	0.00	2,996,802.00
Total	2,996,802.00	0.00	0.00	0.00	0.00	2,996,802.00

Function 5000 - OTHR EXP & FINANCE USES

Total Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expenditure	26,649,992.00	1,073,408.17	17,179,902.23	298,741.10	65.59	9,171,348.67
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	26,649,992.00	1,073,408.17	17,179,902.23	298,741.10	65.59	9,171,348.67

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
6000 LOCAL REVENUE						
6111 CURRENT REAL ESTATE TAX	-128,810,569.00	123,735.19	-131,517,822.81	0.00	102.10	2,707,253.81
6112 INTERIM REAL EXTATE TAX	-1,300,000.00	-79,272.49	-549,210.45	0.00	42.24	-750,789.55
6113 PUBLIC UTILITY REALTY	-186,753.00	0.00	-185,048.54	0.00	99.08	-1,704.46
6114 PAY IN LIEU -ST/LOCAL	-217,469.00	0.00	-195,975.47	0.00	90.11	-21,493.53
6120 CURRENT PER CAP 679	-231,000.00	-2,440.57	-210,979.03	0.00	91.33	-20,020.97
6141 CURR ACT 511 PC FLAT	-231,000.00	-2,440.58	-210,979.10	0.00	91.33	-20,020.90
6143 CURRENT 511 - LST	-289,000.00	-15,068.56	-154,057.48	0.00	53.30	-134,942.52
6151 CURRENT ACT 511 EIT	-10,750,000.00	-1,262,599.37	-5,830,698.47	0.00	54.23	-4,919,301.53
6153 CURR ACT 511 REAL EST	-1,900,000.00	-318,315.11	-954,417.19	0.00	50.23	-945,582.81
6157 CURRENT 511 MERCANTILE	-2,850,000.00	-67,679.52	-387,210.09	0.00	13.58	-2,462,789.91
6211 DISC TAKEN CURR RE TAX	4,017,912.00	309.26	2,271,456.17	0.00	56.53	1,746,455.83
6212 DISC TAKEN INTERIM RE	0.00	1,537.94	3,862.42	0.00	0.00	-3,862.42
6311 PENALTIES & INT REAL ES	0.00	1,741.62	-210,561.62	0.00	0.00	210,561.62
6312 PENALTIES & INT INTERIM	0.00	-4.71	-32,250.45	0.00	0.00	32,250.45
6411 DELINQUENT REAL ESTATE	-5,300,000.00	-297,661.62	-1,923,352.89	0.00	36.28	-3,376,647.11
6420 DELINQUENT PC SECT 679	-60,000.00	-12,919.42	-67,621.49	0.00	112.70	7,621.49
6457 DEL ACT 511 MERC TAXES	-506,000.00	0.00	-158,561.87	0.00	31.33	-347,438.13
6510 INTEREST ON INVESTMENTS	-200,000.00	-8,406.72	-71,287.87	0.00	35.64	-128,712.13
6620 DAILY SALES-NON-REIMBUR	0.00	0.00	0.00	0.00	0.00	0.00
6631 SPECIAL FUNCTIONS	0.00	0.00	0.00	0.00	0.00	0.00
6710 ADMISSIONS	-140,000.00	-13,731.00	-117,056.64	-70.00	83.66	-22,873.36
6740 FEES	-16,000.00	0.00	-14,590.00	-1,578.42	101.05	168.42
6750 DISTRICT ACTIVITY-SPECI	0.00	0.00	-1,050.00	0.00	0.00	1,050.00
6790 OTHER DIST ACTIVITY	-150,000.00	0.00	0.00	0.00	0.00	-150,000.00
6821 STATE REV RECEIVED SCH	-12,000.00	0.00	0.00	0.00	0.00	-12,000.00
6829 STATE REV RECEIVED INTR	-143,473.00	0.00	0.00	0.00	0.00	-143,473.00
6831 FED REV RECEIVED OTHER	0.00	0.00	0.00	0.00	0.00	0.00
6832 FED PASS THRU IDEA FUND	-1,843,522.00	0.00	0.00	0.00	0.00	-1,843,522.00
6839 FED REV OTHER INTER	0.00	0.00	0.00	0.00	0.00	0.00
6910 LEASE RENTAL INCOME	-105,000.00	-17,253.78	-41,935.00	-87,269.79	123.05	24,204.79
6920 CONTRIBUTION & DONATION	-178,000.00	-26,030.81	-195,474.93	0.00	109.81	17,474.93

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
6941 REGULAR SCH TUITION	-125,000.00	0.00	0.00	0.00	0.00	-125,000.00
6942 SUMMER SCHOOL TUITION	-70,000.00	0.00	-10,620.00	-220.00	15.48	-59,160.00
6943 ADULT EDUCATION TUITION	-65,000.00	-1,566.00	-1,617.00	-440.00	3.16	-62,943.00
6944 RECEIPTS OTHER LEAS IN	-240,000.00	-135,059.77	-132,057.20	-117,298.70	103.89	9,355.90
6970 SVC PROVIDED OTHER FUND	0.00	-195.00	10,700.06	-27,867.01	0.00	17,166.95
6980 REV FROM COMMUNITY SERV	0.00	0.00	1,492.04	-1,444.09	0.00	-47.95
6991 REFUNDS OF PRIOR YR EXP	-300,000.00	-1,432,696.45	-1,746,690.33	0.00	582.23	1,446,690.33
6992 Energy Effic Incentives	-57,000.00	0.00	-34,617.09	0.00	60.73	-22,382.91
6999 MISCELLANEOUS REVENUE	-115,000.00	-10,652.93	-156,464.91	-1,918.00	137.72	43,382.91
Total	-152,373,874.00	-3,576,670.40	-142,824,697.23	-238,106.01	93.88	-9,311,070.76

Function 6000 - LOCAL REVENUE

Total Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	-152,373,874.00	-3,576,670.40	-142,824,697.23	-238,106.01	93.88	-9,311,070.76
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-152,373,874.00	-3,576,670.40	-142,824,697.23	-238,106.01	93.88	-9,311,070.76

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7000 REVENUE STATE SOURCE						
7110 BASIC EDUCATION	-27,044,017.00	0.00	-11,693,394.00	0.00	43.23	-15,350,623.00
7160 TUITION ORPHANS & CHILD	-365,000.00	0.00	0.00	0.00	0.00	-365,000.00
7220 VOCATIONAL EDUCATION	-32,000.00	0.00	-9,760.50	0.00	30.50	-22,239.50
7250 MIGRATORY CHILDREN	-2,000.00	0.00	0.00	0.00	0.00	-2,000.00
7271 SPECIAL ED SCHOOL AGED	-6,584,843.00	-987,726.00	-3,950,904.00	0.00	60.00	-2,633,939.00
7292 PRE-K COUNTS	-596,600.00	-48,766.67	-292,600.02	0.00	49.04	-303,999.98
7310 TRANSPORT (REG & ADDTL)	-2,570,435.00	0.00	-1,231,239.00	0.00	47.90	-1,339,196.00
7320 RENT & SINK FUND PYMT	-1,974,695.00	-37,870.90	-1,387,604.48	0.00	70.26	-587,090.52
7330 HEALTH SERVICES ACT 25	-365,000.00	0.00	0.00	0.00	0.00	-365,000.00
7340 ST PROP TAX REDUCTION	-4,719,990.00	0.00	-4,719,989.85	0.00	100.00	-0.15
7501 PA ACCOUNTABILITY GRANT	0.00	0.00	-665,439.00	0.00	0.00	665,439.00
7599 OTH STATE REV	-1,150,000.00	0.00	-41,659.76	0.00	3.62	-1,108,340.24
7810 STATE SHARE SS & MED	-3,524,431.00	-281,743.00	-1,868,411.75	0.00	53.01	-1,656,019.25
7820 STATE SHARE RETIRE CONT	-5,835,364.00	0.00	-2,802,883.83	0.00	48.03	-3,032,480.17
Total	-54,764,375.00	-1,356,106.57	-28,663,886.19	0.00	52.34	-26,100,488.81

Function 7000 - REVENUE STATE SOURCE

Total Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	-54,764,375.00	-1,356,106.57	-28,663,886.19	0.00	52.34	-26,100,488.81
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-54,764,375.00	-1,356,106.57	-28,663,886.19	0.00	52.34	-26,100,488.81

Condensed IV Board Summary Report

From 01/01/2013 To 01/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
8000 FEDERAL REVENUE						
8110 PAYMENTS FED IMPACTED	-30,000.00	0.00	-32,838.08	0.00	109.46	2,838.08
8514 NCLB - TITLE I	-3,101,843.00	-246,346.67	-1,066,898.35	0.00	34.39	-2,034,944.65
8515 NCLB - TITLE II	-702,259.00	-48,024.07	-234,800.46	0.00	33.43	-467,458.54
8516 NCLB - TITLE III	-268,493.00	-17,345.27	-170,856.17	0.00	63.63	-97,636.83
8517 NCLB - TITLE IV-21ST CE	-585,000.00	0.00	-371,220.68	0.00	63.45	-213,779.32
8580 CHILD CARE & DEV GRANT	-150,000.00	0.00	-59,261.11	0.00	39.50	-90,738.89
8810 School Based MA ACCESS	-445,296.00	0.00	-233,885.72	0.00	52.52	-211,410.28
8820 MED ASSIST REIMB ADM	-55,000.00	-7,620.98	-7,620.98	0.00	13.85	-47,379.02
Total	-5,337,891.00	-319,336.99	-2,177,381.55	0.00	40.79	-3,160,509.45

Function 8000 - FEDERAL REVENUE

Total Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	-5,337,891.00	-319,336.99	-2,177,381.55	0.00	40.79	-3,160,509.45
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-5,337,891.00	-319,336.99	-2,177,381.55	0.00	40.79	-3,160,509.45

Condensed IV Board Summary Report

From 01/01/2013 To 01/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
9000 OTHER REVENUE						
9310 GENERAL FUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
9400 SALE OF FIXED ASSETS	-22,500.00	0.00	-141.90	0.00	0.63	-22,358.10
9990 INSURANCE RECOVERIES	-10,000.00	0.00	-74.46	0.00	0.74	-9,925.54
Total	-32,500.00	0.00	-216.36	0.00	.67	-32,283.64

Function 9000 - OTHER REVENUE

Total Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	-32,500.00	0.00	-216.36	0.00	.67	-32,283.64
	-32,500.00	0.00	-216.36	0.00	.67	-32,283.64

Grand Totals

Total Expenditure	185,858,648.00	15,209,740.55	87,305,689.19	3,765,330.46	49.00	94,787,628.35
Total Other Expenditure	26,649,992.00	1,073,408.17	17,179,902.23	298,741.10	65.59	9,171,348.67
Total All Expenditures	212,508,640.00	16,283,148.72	104,485,591.42	4,064,071.56	51.08	103,958,977.02
Total Revenue	-212,476,140.00	-5,252,113.96	-173,665,964.97	-238,106.01	81.84	-38,572,069.02
Total Other Revenue	-32,500.00	0.00	-216.36	0.00	.67	-32,283.64
Total All Revenues	-212,508,640.00	-5,252,113.96	-173,666,181.33	-238,106.01	81.83	-38,604,352.66
	0.00	11,031,034.76	-69,180,589.91	3,825,965.55	0.00	65,354,624.36