Bethlehem Area School District

Shaping the future. One child at a time.

MEMORANDUM

March 15, 2013

TO: **BOARD OF SCHOOL DIRECTORS**

FROM: **STACY M. GOBER, BOARD SECRETARY**

SUBJECT: **REGULAR MONTHLY MEETING – March 18, 2013**

The Regular Monthly Meeting of the Board of School Directors of the Bethlehem Area School District will be held on ***Monday, March 18, 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 – March 18, 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
   February 25, 2013 – Regular Board Meeting Minutes

8. Approval of Committee Minutes
   February 4, 2013 – Board Facilities Committee Meeting Minutes
   March 4, 2013 - Board Curriculum Committee Meeting Minutes
   March 4, 2013 – Board Facilities Committee Meeting Minutes
   March 11, 2013 – Board Finance Committee Meeting Minutes
   March 11, 2013 - Board Human Resources Committee Meeting Minutes

9. Financial Report/Payment of Bills
   Budgetary Transfers – Page 32
   Treasurer's Reports – Page 33
   Monthly Bills – Page 34
   Budget Information (Information Only) – Page 35

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

BETHLEHEM AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
REGULAR BOARD MEETING

The Regular Meeting of the Board of School Directors for the Bethlehem Area School District was held on Monday, March 18, 2013, at 7:04 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, and President Michael Faccinetto – 8

Members absent – Director Sudantha Vidanage - 1

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 were a number of recognitions this evening. Director Follweiler will be handing out certificates to the students this evening. STUDENT RECOGNITION

The first recognition this evening is that our Student Board Representative from Freedom High School, Anna Thomas, has advanced to the Finalist standing for the National Merit Scholarship Program. Dr. Roy asked Principal LaPorta to come forward as they congratulate Anna for advancing to the finalist category and wished her the best of luck in achieving the National Merit Scholar title.

The second recognition this evening is some music recognitions. Music is an important facet of BASD's school's educational programs fostering innovation and creativity in students. The District is fortunate to have talented high school students that recently advanced in various categories and competitions this year, and the Administration wanted to recognize their outstanding achievements this evening. Dr. Roy asked Principal LaPorta, band director, Mr. Moran, and jazz band director, Mr. Lynn to come forward to congratulate the students. Two students were selected to participate in 2nd Annual Steel Stacks High School Jazz Band Showcase hosted by ArtsQuest. This is a competition that provides an opportunity for students of local high school bands to be showcased in a professional performance setting. From the Freedom High School Jazz Band Ensemble, Brett Broczkowski was selected for the drums, and John Jack Fried was selected for the baritone saxophone. In addition, two students participated in the Pennsylvania Music Educators Association (PMEA) District 10 Band and Orchestra Festival. Priyanka Koti was selected for the District 10 Band, and Kesley Ko was selected for the District 10 Orchestra. Congratulations to these students!

For the Liberty High School music recognitions, Dr. Roy asked Principal Bailey and band director Mr. Long to come forward to acknowledge the Liberty students. Mr. MacGill is unable to be here this evening as he was not feeling well. Four students

were selected to participate in the PMEA District 10 Band Festival, and they are Ryan Dupuis, Liam McKenna, Andrew Reichard, and Colin Worrich. In addition, Colin Worrich was also selected to participate in the PMEA Region 5 Band Festival. Congratulations to these students!

COURTESY OF THE FLOOR TO VISITORS

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 pertains to matters on the Board agenda. The second Courtesy of the Floor deals 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.

None

REPORTS OF THE STUDENT REPRESENTATIVES

Liberty High School Student Board Representative – Meredith Guro: Ms. Guro stated that there are now 80 days to graduation. Students are anxiously awaiting spring, and spring-like weather. The third marking period is coming to a close this week. March has been another busy month at Liberty. The girls' varsity swim team finished third overall and the boys' varsity swim team finished fourth overall at the PIAA Districts. As winter sports come to a close, spring sports practices have already begun. Last weekend, Liberty Theatre presented a tremendous comedy of *A Funny Thing Happened on the Way to the Forum.* The musical was hysterical and was guarded as a huge success. The orchestra and choral concert will perform on April 5, while the Alumni Band concert is scheduled for April 12. The spring band concert is this weekend on Friday, March 22 and Saturday, March 23. Please come and support the band in the last season with the beloved Mr. MacGill. Tomorrow, Liberty will be hosting a second orientation for eighth grade students where they will be discussing the upcoming freshman campus. On Wednesday, seniors will be attending a college planning night to discuss financial aid and the ultimate decision. By the end of March, seniors will have received all college acceptance letters.

Freedom High School Student Board Representative – Anna Thomas: Ms. Thomas stated that it has been a very busy month at Freedom. On March 2, ten students from AP chemistry participated in the U.S. National Chemistry Olympiad preliminary exam at Muhlenberg College. Today, juniors Velisa Li and John Wegund received word that they would qualify to take the National qualifiers exam on April 13. Velisa was actually the top scorer on the local exam. Last Friday, Freedom's and Liberty's THON chapters held a very successful fundraiser at the So Fun on Route 191. The owner of So Fun stated that this fundraiser was the most successful one they have had with making over $2,000 on purchases of frozen yogurt with 20% going to THON. Overall, THON raised $928.62 for pediatric cancer awareness. Many BASD staff and students came to support the fundraiser. This past weekend, the swim team participated at the PIAA State Championships at Bucknell University. Ten swimmers qualified for states. Seniors Scott Delfranco and Eric Lawrence, junior Peter Conzola, and sophomore Sam Magnan competed in the 400-free relay. Junior Connor Harrigan and Sam Magnan also competed in the 500-free. Peter Conzola

swam the 100-fly and the 100-back. Scott Delfranco swam the 200-free and finished ninth overall in the 100-back. Peter Conzola was the state champion in the 100-backstroke event and Sam Magnan placed as runner up in the 500-freestyle. For the girls, Senior Brooke Munion, sophomores Shannon Howell, Carly Delfranco, and Helen Hsu comprised the 200-medley relay team. Brooke Munion, Shannon Howell, Helen Hsu, and senior Molly Magnan made up the 200-free relay. Carly Delfranco swam the 100-back and the 200-IM. Shannon Howell swam the 500-free, and Helen Hsu swam the 100-free. Coach Reik is excited that Freedom is being noticed at the state level for swimming. Freedom is very proud to have these incredibly talented and hardworking athletes as part of the school. Spring sports have begun practicing. This Wednesday, the Science Olympiad team is participating in the Regional competition at Kutztown. This Friday, the team is participating in the IU competition in the hopes of moving up to states. AP study groups have also begun to meet together to prepare for the AP exams, which are fast approaching and the deadline for registration is this week.

Director Follweiler stated that a woman's record for freestyle was broken for the first time this year by a Freedom student.

President Faccinetto asked for a motion to approve the minutes for the February 25, 2013 – Regular Board Meeting.

APPROVAL OF MINUTES

Director Burkhardt made a motion to approve the Board meeting minutes. Director Patrick 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 minutes for February 25, 2013 – Regular Board Meeting.

VOICE VOTE TO ACCEPT MINUTES

Motions pass 8-0

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

APPROVAL OF COMMITTEE MINUTES

Director Bonilla made a motion to approve the Committee meeting minutes. Director Follweiler seconded the motion.

MOTION TO ACCEPT COMMITTEE MINUTES

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

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

VOICE VOTE TO ACCEPT MINUTES

Motions pass 8-0

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 32); Treasurer's Report (Page 33); Monthly Bills (Page 34); and Budget Information which is an informational/non-voting item (Page 35).

FINANCIAL REPORTS/ PAYMENT OF BILLS

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

MOTION TO ACCEPT FINANCIAL REPORT/PAYMENT OF BILLS

ROLL CALL VOTE

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 Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, and President Faccinetto

Motions pass 8-0

PRESIDENT'S COMMUNICATIONS

President Faccinetto stated that the Board held an Executive prior to this evening's meeting to discuss personnel and negotiations. Congratulations to the THON fundraiser, and a great job to both high schools for working together on this fundraiser.

SUPERINTENDENT'S REPORT

Dr. Roy stated that the next Budget Workshop on April 29 is being moved to the Education Center Dining Room beginning at 6:00 p.m.

UNFINISHED BUSINESS

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

RECOMMENDATIONS OF THE ADMINISTRATION

<u>Facilities Items</u>
President Faccinetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3 and 4.

MOTION TO APPROVE FACILITIES ITEMS 1, 2, 3 AND 4

Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3 and 4. The motion was seconded by Director Patrick.

ROLL CALL VOTE ITEM 1, 2, 3 AND 4

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on Items 1, 2, 3 and 4.

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

Motions pass 8-0

<u>Curriculum Items</u>
President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12.

MOTION TO APPROVE CURRICULUM ITEMS 5, 6, 7, 8, 9, 10, 11 AND 12

Director Burkhardt made a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Follweiler seconded the motion.

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

Director McKeon stated that he will be voting no on Agenda Item 5, which is the charter renewal for the Lehigh Valley Dual Language Charter School. He is concerned regarding their test scores, and that they did not meet AYP and are performing lower than most of the BASD schools. He is concerned with a five-year renewal rather than a three-year renewal. If they are not improving at this charter school and those students come back to the District, we will have to put more money into those students as the charter school did not provide the appropriate education.

President Faccinetto stated to Director McKeon that he agrees with him regarding Agenda Items 5 and 6. He does not want to support the charter schools because there is a flawed funding formula. However, he will support these two items because Dr. Silva pleaded with the Board to support these two renewals based on that they meet the state criteria and it takes away some of our bargaining power if we do need to vote against or take a charter away from a poorly performing school that we have legal grounds to do so.

Director Bonilla stated that he will also be voting no on Agenda Item 5. He supports school choice, but he has heard a lot of complaints from parents and staff members at that charter school, and he is concerned with the direction that they are headed.

Director Follweiler stated that her understanding of the legal requirements of the charter is that the Board is responsible to vote on the charter, and we are responsible to review the curriculum. Dr. Silva did a complete and full review, and both schools right now are meeting the current legal requirements. So, she will be voting yes. She believes the funding issue is a concern, but she does not believe the actual charter schools themselves can be held accountable for that as the legislation really needs to come forward and make those changes. Her feeling is that if they are meeting the legal requirements, and it is the Board's due diligence to allow them to continue their charter.

Director Ortiz stated that on Agenda Item 7, Pre-K Counts Grant application, she has some questions that she will reserve until Open Forum. Regarding the charter renewals, she is really concerned about them, but as Director Follweiler and President Faccinetto stated, she is hoping to see if they have any changes, and we should continue monitoring them. She will vote yes for these items.

President Faccinetto asked for a roll call vote on Items 5, 6, 7, 8, 9, 10, 11 and 12.

ROLL CALL VOTE ITEMS 5, 6, 7, 8, 9, 10, 11 AND 12

Director Bonilla – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Burkhardt – Yes to all items; Director Cann – Yes to all items; Director Follweiler – Yes to all items; Director McKeon – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Ortiz – Yes to all items; Director Patrick – Yes to all items; and President Faccinetto – Yes to all items

Motion passes 6-2 for Agenda Item 5
Motions pass 8-0 for Agenda Items 6, 7, 8, 9, 10, 11, and 12

<u>Human Resources Items</u>

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21. In addition, there is a hand carry item 15-1 which is a nomination for a Freedom High School assistant track coach.

MOTION TO APPROVE HUMAN RESOURCES ITEMS 13, 14, 15, 16, 17, 18, 19, 20, 21, AND HAND CARRY ITEM 15-1

Director Ortiz made a motion to approve Human Resources Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21 with the hand carry item 15-1. Director Bonilla seconded the motion.

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

Director Ortiz had a question regarding Agenda Item 15 and asked if the assistant athletic director is on the agenda. President Faccinetto indicated no as that is a budget issue for next year.

President Faccinetto asked for a roll call vote on Items 13, 14, 15, 16, 17, 18, 19, 20, 21, and hand carry item 15-1.

ROLL CALL VOTE ITEMS 13, 14, 15, 16, 17, 18, 19, 20, 21, AND HAND CARRY ITEM 15-1

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

Motions pass 8-0

Dr. Roy introduced Mr. Peter Mayes the new Nitschmann Middle School Principal as his appointment was just approved by the Board. The Administration did a vigorous search and interview process. He will begin this summer.

Mr. Mayes thanked the Board for this opportunity and very exciting opportunities.

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29.

MOTION TO APPROVE FINANCE ITEMS 22, 23, 24, 25, 26, 27, 28 AND 29

Director McKeon made a motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director Burkhardt 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 22, 23, 24, 25, 26, 27, 28 and 29.

ROLL CALL VOTE ITEMS 22, 23, 24, 25, 26, 27, 28 AND 29

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

Motions pass 8-0

COMMITTEE REPORTS

PSBA – Director Bonilla stated that he received the Legislative Policy forms, and he will forward them to Dr. Roy. He just received an email that the Spring Legislative Meeting for Lehigh County is going to be on April 4 at East Penn School District.

BETHLEHEM RECREATION COMMISSION – Director Follweiler stated that the Easter Egg Hunt will be held this Saturday, March 23 at 10:00 a.m. in front of the Memorial pool. They did not hold their March meeting yet.

COLONIAL INTERMEDIATE UNIT 20 – Director Follweiler wanted to remind the Board that she handed out invitations to the Merit Scholarship event on May 2. If someone did not respond and wants to attend, she will need to know by April 1. The IU meeting is scheduled for next Wednesday, March 27.

BETHLEHEM EDUCATION FOUNDATION – President Faccinetto stated the Foundation met on February 26. They authorized the rehire of Diane Donaher who is their executive consultant to continue for another couple months. They also provided information of what has been accomplished since August and where they intend to go through the end of the year. Some of the highlights included developing structure and goals for the organization, created a marketing brochure and a donor card, working to identify some private foundation grants, created an online giving process, implemented a constituent relationship software, and organized the PBS premier. The current path they are working on is their Teacher Innovation Grants, and they are working on the application process. They will also continue to work to build community partnerships. The next meeting will be held tomorrow.

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL COMMITTEE: Director Patrick stated that they met on Tuesday, March 5. Some staffing issues were discussed, and also 21 students are headed to States in the SKILLS USA competition in Hershey. Two students are heading to New York City to compete for the GLV AV automotive competition.

DIVERSITY COMMITTEE: Director Ortiz stated that the next meeting would be held on April 4.

NEW OR MISCELLANEOUS BUSINESS

President Faccinetto asked if there was any New or Miscellaneous Business. Seeing none, he moved to Courtesy of the Floor.

COURTESY OF THE FLOOR

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

Patricia Romig-Passaro (814 Bridge Street, Bethlehem) – Mrs. Romig-Passaro stated that she is as a parent with concerns regarding her daughter's safety. She has talked with the guidance counselor, assistant principal and Dr. Donaher, Director of Student Services. On March 11th, her daughter was hit in the back of the head and yelled at with profanity on the stairway at dismissal and immediately reported to the assistant principal that her daughter was assaulted. Her daughter fears that if she defends herself she will not have the opportunity to participate in school events or be able to attend high honor classes at Liberty High School next year. The following day her daughter was hit again and wanted to call the police. Her daughter filled out an incident report naming the student and dates of the incidents. Both assaults were intentional physical contacts that were witnessed by another student. It was recommended that her daughter's gym class be changed, and that she leave each class with another student three minutes early to avoid any more problems. She disagrees with these recommendations as her daughter should not lose class time. The other student received two days suspension for one incident. She disagrees that this was one incident stating that it should be considered two assaults. According to the Code of Conduct, there were four (4) violations. She feels a two-day suspension and one incident report only victimizes her daughter again. The Code of Conduct has a long list of actions to be taken against perpetrators, but what plans have been put in place for victims to protect them? She has a right to an education, to go to school without fear, and to know that she is safe while at school. She offered suggestions to the Board such as notifying students, having hall monitors and surveillance cameras to protect the children. Her daughter believes that the District's zero tolerance is selective and does not apply to all students. She did receive word that the student's gym class would be changed and would be held in class two minutes longer before leaving. However, she believes the student deserves an education and feels that the focus is on those kids and not the victims. She recommends holding perpetrators accountable for what they do so that they stop while monitoring victims regularly for updates.

Director Ortiz stated that we will not tolerate anything like this. It seems to be that there was a lapse in the Code of Conduct, and she believes that we should not be selective in applying the Code of Conduct. No child in the BASD should feel afraid to come to school.

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

Director Follweiler asked Dr. Roy to report back to the Board on the follow-up of this parent's concern.

Director McKeon asked if that information could be in the Friday packet. He has concerns about some of the items mentioned of what happened. He would like to see some type of analysis done for the Board packet on Friday.

President Faccinetto stated that the Board is getting into a personal student matter that should not be discussed in public. The Administration will follow up on any issue, and this is far above the level of the Board involvement. Director Ortiz stated that the Board is discussing bullying. President Faccinetto responded that this is an issue with a student that needs to be handled by the Administration. Director Ortiz stated that it is the Board's responsibility to have all students safe. If a parent has to come here and tell us that her child does not feel safe, it is a Board concern. President Faccinetto responded that she is correct, but the Board has not heard the Administration's side of the case. Director Ortiz then responded that we need to take care of this particular issue and should not have parents come to this if we have hearings as part of the Code of Conduct.

Dr. Roy stated that he hopes it is understood that sometimes when things are resolved that not everyone is going to be pleased with the outcome. That doesn't mean that they were handled inappropriately.

President Faccinetto asked if there were any other Open Forum items.

Director Ortiz stated that she wanted to touch base on the Pre-K Counts. The District is hopeful in having some grants coming in. There are Pre-K classrooms that are working. The District has always been a leader in Pre-K programs and now we are lagging and falling behind. She just wants to be reassured that in the Budget they are going to have the space for the Pre-K students to go. She believes grants are good, but the District also has to put money aside for these programs if the grants do not come through. These are not mandated programs, but she also understands that the Bethlehem three and four-year-olds need to have a program that they can come to. In addition, the Board discussed that we would be able to open up day care for most other Bethlehem children regardless of the economical position. She wants to be assured that these children are going to be protected because they are the future.

President Faccinetto stated that what the Board has seen of the budget thus far is that we are doubling the number of four-year old programs. He is not aware of any three-year old programs.

Director Ortiz stated that this is not in the budget as it is a grant. There is nothing set aside in the budget. We have to be prepared so that these classes are there. We should also look at full-day Kindergarten. With $23 million in the fund balance, we could put some of that money into early childhood education.

Director Patrick stated that she appreciates what Director Ortiz is saying. She believes if the District had an unlimited budget, it would definitely be something that she supports putting money behind. Her issue is that the District is not mandated to do so, and the District is not even mandated to offer Kindergarten. She has been a strong advocate for full-day Kindergarten, which for budgetary constraints is not going to happen. There are so many things that the District is required to do by the

state for all of the children in Bethlehem and many of which we cannot do because of budgetary constraints. She would like to see the time and effort go to things that the District is required to do, and see if we can continue to develop community partnerships and avenues for a Pre-K program. You can make cases of everything that is on the chopping block, but it is not something we can do.

Director Ortiz stated to Director Patrick that she was not on the Board when the District had to chop $2 million at one time. Many children in the District had to go many ways, and parents had to scramble to have their children served. She understands that the District has a lot of things. Right now we are looking to add an additional athletic director, and we need many other things. However, when we are talking about children that we are able to level the playing field, why should other people take the lead? The District has to take the responsibility to put that in the budget. If the Pre-K Count grant does not go through, we are going to lose five classrooms. How can we protect those classrooms? We have to prepare for this before it becomes a reality.

Director Burkhardt asked for a point of order. It is his understanding that there is no money in the General Fund Budget for Pre-K. The money this year that is in he budget is funding from this grant. So, what Director Ortiz is talking about is putting $700 thousand into the General Fund Budget now.

Director Ortiz stated that in the past, $2 million was cut and $650 thousand was left to cover those SPARK programs.

Dr. Roy stated that this is inaccurate. The money has been the Pre-K Counts grant. In regards to the budget documents from last week where the Pre-K Counts number was very low, that was because in the printout we took out salaries and benefits to show what the increases or decreases were in each category. So, if you put the salaries and benefits back into that Pre-K line, most of the grant goes to salary and benefits. It is a grant that goes into the budget as a revenue.

Director Ortiz asked what is going to be done if the grant does not come through? Are we going to eliminate those SPARK programs?

Dr. Roy stated that this is the key question. The District has had the Pre-K Counts grant for a number of years. Whether sequestration impacts it or other competitive factors, we will not know. If we don't get it, then the Administration will ask the Board how they want to proceed. In the past, the Board has stated that the Pre-K programs not be funded with local dollars because it is outside of the K-12 spectrum. If the will of the Board now is such that we need to make room in the budget, then the Administration would work on adding that to the Budget.

Director Ortiz stated that the District already eliminated 300 students. There are five programs left. If we do not get the grant, she feels that we are letting these children down.

Director Bonilla asked Mrs. Gober how much money is in the fund balance currently. Mrs. Gober responded just over $15 million. How hard would it be for the Board if we needed to take $600 thousand out of the fund balance to keep the SPARK classrooms? We have seen over the last few years the PSSA scores drop, and we have seen the achievement gap between the African American and Spanish students compared to White students grow. We have seen college graduation rates drop. We have seen the dropout rates grow in the District. This all has to do with early childhood education. It is the building block for the child's education. By

having early childhood education, the District will be able to close the achievement gap, improve the graduation rate, lower dropout rates, and test scores will go up as the students will be on track. The Board's job is to educate the children, not to hire somebody or pay someone more money to be happy. This District is focusing on giving people pay raises and creating new positions and not focusing on educating students.

President Faccinetto responded that he disagrees that the District is focused on giving people pay raises. That is an insult to the people sitting up here. We have $15 million in the fund balance in which everyone at this table knows we cannot touch because of the bond ratings. This is not play money that we can go and do things. He very much values early childhood education, and would love to fully fund it, but the District cannot afford it. We had cuts to elementary levels that we could not put back. Three-year-old programs are not going to improve PSSA scores.

Director Ortiz stated that she only brought this up this evening to be prepared just in case the grant does not go through.

Director Patrick had another concern that if the Board takes money from the fund balance, the District will be in the same position next year when they have to take more money to continue to fund this program. Has the District ever paid for Pre-K programming, or has it all been grant based? President Faccinetto indicated that it has not come out of the General Operating Budget in the minimum of eight years that he is aware. For some years, Stimulus money was used.

Director Ortiz stated that the early childhood program lasted for 19 years, and they never intended to put it in the budget. She is trying to make a voice for these children and their parents are taxpayers. It is time the Board comes up with a plan so that these children have a fair foundation.

Dr. Roy stated that budgeting is all about making tough decisions with limited resources. The long list of things that are cut and are missing are priorities. The Board needs to make these decisions within the limited resources.

Director Bonilla wanted to thank the Board and Administration for understanding his absence for the last few meetings due to a family emergency.

Director Burkhardt wanted to speak about Mrs. Romig-Passaro coming before the Board. He knows her and it must have come to a point where she did not know where to go. It is not normal for a student to continue that behavior once they have been addressed by the authorities. His concern is that are we dealing with a situation where there are parties involved that are not operating the way that we normally expect the students to operate?

ADJOURNMENT

President Faccinetto asked for a motion for adjournment. Director Follweiler made a motion and was seconded by Director Cann. The meeting adjourned at 8:08 p.m.

Attest,

Stacy M. Gober
Board Secretary

SMG:dlm

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1. *Bednarik Statue Donation*

INFORMATION:

Several years ago a private fundraising effort began to construct and dedicate a statue in honor of former Bethlehem resident, and Liberty High School graduate, Mr. Charles "Chuck" Bednarik. Mr. Bednarik is a member of the University of Pennsylvania Hall of Fame, the College Football Hall of Fame, and the National Football League Hall of Fame. Mr. Bednarik was nicknamed "Concrete Charlie" and is known as the last of the "60 minute men" as he played both offense and defense during his playing days. Mr. Bednarik was a key member of the 1960 Philadelphia Eagles National Football League Championship Team.

In November 2011, a seven-foot high bronze statue of Mr. Bednarik was formally dedicated at Franklin Field on the campus of the University of Pennsylvania. As the statue was being constructed, the sculptor created two statues as a precautionary measure. Given the first statue now stands at Franklin Field, the Bednarik family and the sculptor wish to donate the second statue to the Bethlehem Area School District and Liberty High School in honor of Mr. Bednarik.

This information was reviewed with the Board at the February 4, 2013, and March 4, 2013, Board Facilities Committee Meetings.

RECOMMENDATION:

That the Board of School Directors accepts the Chuck Bednarik statue donation to be placed on the grounds of Liberty High School.

Facilities Items

President Faccinetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3 and 4. Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3 and 4. The motion was seconded by Director Patrick.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on Items 1, 2, 3 and 4.

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

Motions pass 8-0

2. *Memoranda of Understanding with Local Police Departments*

INFORMATION:

Pursuant to the Safe Schools Act 26 of 1995, all public school entities must develop a Memorandum of Understanding with local law enforcement entities. The purpose of the agreement is to establish procedures to be followed when any incident occurs on school property, at any school sponsored activity, or on any public conveyance providing transportation to or from a school or school related activity. It is further the purpose of the Memorandum to foster a relationship of cooperation, mutual support, and sharing of the information and resources between parties as they work together to maintain the physical security and safety of the schools in our district.

The Memoranda of Understanding for Bethlehem City Police Department, Bethlehem Township Police Department, Colonial Regional Police Department, Fountain Hill Police Department, and Freemansburg Police Department, were reviewed with the Board at the March 4, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the Memoranda of Understanding between the Bethlehem Area School District and the Bethlehem City Police Department, Bethlehem Township Police Department, Colonial Regional Police Department, Fountain Hill Police Department, and Freemansburg Police Department.

Facilities Items

President Faccinetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3 and 4. Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3 and 4. The motion was seconded by Director Patrick.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on Items 1, 2, 3 and 4.

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

Motions pass 8-0

3. *Private Transportation Contract*

INFORMATION:

A private transportation contract for carrier service for the 2012-2013 school year has been completed. This contract provides service to transport a school student to Easton Middle School in Easton, Pennsylvania.

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

RECOMMENDATION:

That the Board of School Directors approves the private transportation contract for Ms. Monica Leon to transport a student to the Easton Middle School for the 2012-2013 school year at a cost not to exceed $1,948.00.

Account Code and Name: General Fund 2720513 Contracted Carriers-Vehicle Operations
Account Balance: $85,035.90

Facilities Items
President Faccinetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3 and 4. Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3 and 4. The motion was seconded by Director Patrick.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on Items 1, 2, 3 and 4.

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

Motions pass 8-0

4. *Sodium Chloride Agreement through COSTARS*

INFORMATION:

For the 2013-2014 school year, the administration recommends participation in the COSTARS Sodium Chloride (road salt) Agreement for Northampton County. The sodium chloride will be purchased on an as needed basis between August 2013 and July 2014. Participation obligates the district to purchase at least 60% of the yearly need. The recommended yearly need for 2013-2014 is 140 tons.

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

RECOMMENDATION:

That the Board of School Directors authorizes the administration to participate in the 2013-2014 COSTARS Sodium Chloride Agreement for Northampton County.

Account Code and Name: General Fund 2600610 Maintenance General Supplies
Account Balance: 2013-2014 Budget

Facilities Items
President Faccinetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3 and 4. Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3 and 4. The motion was seconded by Director Patrick.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he asked for a roll call vote on Items 1, 2, 3 and 4.

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

Motions pass 8-0

5. *Charter Renewal for the Lehigh Valley Dual Language Charter School (LVDLCS)*

INFORMATION:

The Bethlehem Area School District responded to the Lehigh Valley Dual Language Charter School's (LVDLCS's) request for extending the term of its charter by conducting a review of the LVDLCS's academic, facilities, financial, and governance operations. A BASD team led by Dr. Silva visited and toured the school, reviewed school documents, and interviewed LVDLCS personnel. Dr. Silva presented a report to the Board Curriculum Committee on February 4, 2013, recommending the approval of the LVDLCS's request to extend the term of its charter for five years. This item was again reviewed with the Board at the March 4, 2013, Board Curriculum Committee.

RECOMMENDATION:

That the Board of School Directors approves extending the term of the Lehigh Valley Dual Language Charter School for five years—from July 1, 2013, through June 30, 2018.

Curriculum Items

President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Burkhardt made a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Follweiler seconded the motion.

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

Director McKeon stated that he will be voting no on Agenda Item 5, which is the charter renewal for the Lehigh Valley Dual Language Charter School. He is concerned regarding their test scores, and that they did not meet AYP and are performing lower than most of the BASD schools. He is concerned with a five-year renewal rather than a three-year renewal. If they are not improving at this charter school and those students come back to the District, we will have to put more money into those students as the charter school did not provide the appropriate education.

President Faccinetto stated to Director McKeon that he agrees with him regarding Agenda Items 5 and 6. He does not want to support the charter schools because there is a flawed funding formula. However, he will support these two items because Dr. Silva pleaded with the Board to support these two renewals based on that they meet the state criteria and it takes away some of our bargaining power if we do need to vote against or take a charter away from a poorly performing school that we have legal grounds to do so.

Director Bonilla stated that he will also be voting no on Agenda Item 5. He supports school choice, but he has heard a lot of complaints from parents and staff members at that charter school, and he is concerned with the direction that they are headed.

Director Follweiler stated that her understanding of the legal requirements of the charter is that the Board is responsible to vote on the charter, and we are responsible to review the curriculum. Dr. Silva did a complete and full review, and both schools right now are meeting the current legal requirements. So, she will be voting yes. She believes the funding issue is a concern, but she does not believe the actual charter schools themselves can be held accountable for that as the legislation really needs to come forward and make those changes. Her feeling is that if they are meeting the legal requirements, and it is the Board's due diligence to allow them to continue their charter.

Director Ortiz stated she is really concerned about them, but as Director Follweiler and President Faccinetto stated, she is hoping to see if they have any changes, and we should continue monitoring them. She will vote yes for these items.

President Faccinetto asked for a roll call vote on Items 5, 6, 7, 8, 9, 10, 11 and 12.

Director Bonilla – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Burkhardt – Yes to all items; Director Cann – Yes to all items; Director Follweiler – Yes to all items; Director McKeon – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Ortiz – Yes to all items; Director Patrick – Yes to all items; and President Faccinetto – Yes to all items

Motion passes 6-2 for Agenda Item 5

6. *Charter Renewal for the Lehigh Valley Charter High School for the Arts (LVCHSA)*

INFORMATION:

The Bethlehem Area School District responded to the Lehigh Valley Charter High School for the Arts' (LVCHSA) request for extending the term of its charter by conducting a review of the LVCHSA's academic, facilities, financial, and governance operations. Dr. Silva visited and toured the school, reviewed school documents, and interviewed LVCHSA personnel. Dr. Silva presented a report to the Board Curriculum Committee on March 4, 2013, recommending the approval of the LVCHSA's request to extend the term of its charter for five years.

RECOMMENDATION:

That the Board of School Directors approves extending the term of the Lehigh Valley Charter High School for the Arts Charter for five years—from July 1, 2013, through June 30, 2018.

Curriculum Items

President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Burkhardt made a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Follweiler seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He stated to Director McKeon that he agrees with him regarding Agenda Items 5 and 6. He does not want to support the charter schools because there is a flawed funding formula. However, he will support these two items because Dr. Silva pleaded with the Board to support these two renewals based on that they meet the state criteria and it takes away some of our bargaining power if we do need to vote against or take a charter away from a poorly performing school that we have legal grounds to do so.

Director Follweiler stated that her understanding of the legal requirements of the charter is that the Board is responsible to vote on the charter, and we are responsible to review the curriculum. Dr. Silva did a complete and full review, and both schools right now are meeting the current legal requirements. So, she will be voting yes. She believes the funding issue is a concern, but she does not believe the actual charter schools themselves can be held accountable for that as the legislation really needs to come forward and make those changes. Her feeling is that if they are meeting the legal requirements, and it is the Board's due diligence to allow them to continue their charter.

Director Ortiz stated she is really concerned about them, but as Director Follweiler and President Faccinetto stated, she is hoping to see if they have any changes, and we should continue monitoring them. She will vote yes for these items.

President Faccinetto asked for a roll call vote on Items 5, 6, 7, 8, 9, 10, 11 and 12.

Director Bonilla – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Burkhardt – Yes to all items; Director Cann – Yes to all items; Director Follweiler – Yes to all items; Director McKeon – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Ortiz – Yes to all items; Director Patrick – Yes to all items; and President Faccinetto – Yes to all items

Motions pass 8-0 for Agenda Items 6, 7, 8, 9, 10, 11, and 12

7. *Pennsylvania Pre-K Counts Grant Application*

INFORMATION:

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

Funding will be made available to all Pennsylvania communities through a competitive application process with priority given to school districts and other providers who serve children at risk of academic failure.

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

RECOMMENDATION:

That the Board of School Directors authorizes the administration to prepare and submit a Pre-K Counts Grant Application to OCDEL in the amount of $786,000 for a Pennsylvania Pre-K Counts Program for 2013-2014 school year.

Curriculum Items

President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Burkhardt made a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Follweiler seconded the motion.

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

Director Ortiz stated that on Agenda Item 7, Pre-K Counts Grant application, she has some questions that she will reserve until Open Forum.

President Faccinetto asked for a roll call vote on Items 5, 6, 7, 8, 9, 10, 11 and 12.

Director Bonilla – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Burkhardt – Yes to all items; Director Cann – Yes to all items; Director Follweiler – Yes to all items; Director McKeon – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Ortiz – Yes to all items; Director Patrick – Yes to all items; and President Faccinetto – Yes to all items

Motions pass 8-0 for Agenda Items 6, 7, 8, 9, 10, 11, and 12

8. *Supplemental Educational Services Agreement*

INFORMATION:

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

This item was reviewed with the Board at the March 4, 2013, Board Curriculum Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached services agreement with Bright Light Education for Supplemental Educational Services as mandated by *No Child Left Behind.*

Curriculum Items
President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Burkhardt made a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. 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 5, 6, 7, 8, 9, 10, 11 and 12.

Director Bonilla – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Burkhardt – Yes to all items; Director Cann – Yes to all items; Director Follweiler – Yes to all items; Director McKeon – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Ortiz – Yes to all items; Director Patrick – Yes to all items; and President Faccinetto – Yes to all items

Motions pass 8-0 for Agenda Items 6, 7, 8, 9, 10, 11, and 12

APPENDIX D

Bethlehem Area School District
CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into at the Bethlehem Area School District this 22nd day of February, 2013, by and between the School Board of Bethlehem Area School District, hereafter referred to as the "Board," and Bright Light Education, hereafter referred to as the "Provider."

WITNESSETH:

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

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

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

1. The Provider will perform the professional services described in the attached scope of work and specifications attached hereto and made a part of this agreement as Attachments A, B, and C.

2. The Provider shall perform these services described on Attachments A, B, and C, according to the schedule indicated therein.

3. The price and consideration for which this agreement is made shall be in the amount of $45.00 per hour, not to exceed $1,213.00 per student who is provided Supplemental Educational Services.

4. The Board's representative for purposes of administration of this agreement shall be Mrs. Janet Tate, whose position is Supervisor of Grants and Development.

5. The Provider acknowledges that its relationship to the Board is that of an independent contractor and that no employer-employee relationship is created by virtue of this agreement.

6. The Provider acknowledges and agrees that the responsibility for payment of taxes, employees' salaries/contracts, or other expenses of the Provider shall be said Provider's obligation.

7. The Provider shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation.

8. The Provider agrees to make available upon request, to the Board, the Board's auditors, the Pennsylvania Department of Education, Pennsylvania Legislative Auditors, and/or the Office of the Governor or Division of Administration auditors, records and documents relating to the conduct of this agreement.

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

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

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

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

11. Provider will not receive reimbursement for travel expenses.

12. This agreement may be amended or extended by mutual written consent of the parties.

13. The Board reserves the right to cancel this agreement upon a thirty (30)-day written notice should funds no longer be available due to budget reductions imposed by the federal government, if the Pennsylvania Department of Education revokes approval of the Supplemental Educational Services Provider, or if the Board determines that the Provider is unable to meet the specified goals and timetables.

14. The Board reserves the right to cancel this agreement upon a thirty (30) day written notice if the determination is made by the Board that the Provider disclosed to the public the identity of any student who is eligible for, or receiving educational services, without the written permission of the parents/legal guardians of the student.

15. The Board may cancel this agreement due to non-performance of work described in Attachments B and C, upon giving seven (7) days written notice.

16. Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 and 1526.

17. All records, reports, documents, and other material delivered to or transmitted to the Board, its agent, or the Pennsylvania Department of Education by the Provider shall remain the property of the Board/State.

18. This agreement shall be effective on the day and the date first above written and shall expire on June 30, 2013, unless extended or canceled as provided herein.

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

Witnesses:

Stacy M. Gober, Board Secretary

Board of School Directors

By

Michael E. Faccinetto

Title: BASD Board President

By

(Signature of Provider)

Type Name: Rhonda Sumter

Type Title: President and CEO/Director

ATTACHMENT A

SCHOOL BOARD OF
Bethlehem Area School District

GENERAL CONTRACTOR INFORMATION

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

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

TIME PERIOD: Start Date: February 22, 2013 Completion Date: June 30, 2013

PAYMENT AMOUNT: $45.00 per hour; not to exceed $1,213.00 per student

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

SOURCE OF FUNDS: Title I
SCHOOL RECEIVING SERVICES: Broughal Middle School
Donegan Elementary School
Fountain Hill Elementary School

BOARD REPRESENTATIVE: Janet D. Tate, Supervisor of Grants and Development

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

_____ President and CEO/Director
(Signature of Provider) Title

ATTACHMENT B
SCOPE OF SERVICES

1. Statement of Work:

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

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

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

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

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

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

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

2. Key Personnel:

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

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

Notification of Nondiscrimination

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

ATTACHMENT C
MONITORING PLAN

1. Goals and Objectives:

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

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

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

2. Delivery or Performance Schedule:

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

3. Plan for Performance Measurement:

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

4. Contract Monitoring Plan:

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

9. *Agreement with Lehigh University for the Rental of Stabler Arena for Graduation Ceremonies*

INFORMATION:

Annually, the District approves a standard agreement for the use of Stabler Arena for high school graduation ceremonies. This year's graduation ceremonies are scheduled for June 4 and 5, 2013. The estimated rental fee is $9,600 for Liberty High School and $7,600 for Freedom High School, plus any actual expenses.

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

RECOMMENDATION:

That the Board of School Directors approves the Agreement with Lehigh University for the Rental of Stabler Arena for 2012-2013 Graduation Ceremonies at a rate of $9,600 for Liberty High School and $7,600 for Freedom High School.

Account Code: General Fund-2390442 (LHS) Graduation Lease Rental
Account Balance: $10,000
Account Code: General Fund-2390442 (FHS) Graduation Lease Rental
Account Balance: $10,000

Curriculum Items

President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Burkhardt made a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. 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 5, 6, 7, 8, 9, 10, 11 and 12.

Director Bonilla – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Burkhardt – Yes to all items; Director Cann – Yes to all items; Director Follweiler – Yes to all items; Director McKeon – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Ortiz – Yes to all items; Director Patrick – Yes to all items; and President Faccinetto – Yes to all items

Motions pass 8-0 for Agenda Items 6, 7, 8, 9, 10, 11, and 12

10. *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 0963177 and 0963224.

Curriculum Items

President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Burkhardt made a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. 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 5, 6, 7, 8, 9, 10, 11 and 12.

Director Bonilla – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Burkhardt – Yes to all items; Director Cann – Yes to all items; Director Follweiler – Yes to all items; Director McKeon – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Ortiz – Yes to all items; Director Patrick – Yes to all items; and President Faccinetto – Yes to all items

Motions pass 8-0 for Agenda Items 6, 7, 8, 9, 10, 11, and 12

11. *Field Trips*

RECOMMENDATION:

Staff Attendance

1. Brandon Hall
   Jody Karam
   Brad Kleckner
   Frank Schlofer

   March 6-9, 2013
   (4 Freedom/4 Liberty High School Students)
   2013 PIAA Wrestling State Championship
   Hershey, Pennsylvania $3,618.90
   Expenses paid through Athletics Budget.

	Amount	Balance
Estimated Expenses: Lodging/Meals/Transportation Athletics 3250-580 Lodging = 3/nights x $151.05/night x 6/rooms = $2,718.90 Meals = 12/people x $20/day x 3/days = $720.00 12/people x $15/day x 1/day = $180.00 *Pending Budgetary Transfer	$3,618.90	$5,991.94*

2. Reik Foust
   Tea Gasanin
   Therese Harrigan

   March 14-16, 2013
   (10 Freedom High School Students)
   2013 PIAA Swimming State Championship
   Lewisburg, Pennsylvania $1,891.80
   All expenses paid through Athletics Budget.

	Amount	Balance
Estimated Expenses: Lodging/Meals/Transportation Athletics 3250-580 Lodging = 2/nights x $92.65/night x 6/rooms = $1,111.80 Meals = 13/people x $20/day x 3/days = $780 *Pending Budgetary Transfer	$1,809.45	$5,991.94*

3. Meredith Driscoll

   March 22-23, 2013
   (1 East Hills Middle School Student)
   State Level MathCounts Competition
   Harrisburg, Pennsylvania $0.00
   All expenses will be fundraised.

4. David Beck
   Kathy Halkins
   Denise Parker
   Brian Rupnik

   May 17-18, 2013
   (128 Northeast Middle School Students)
   Spring Music Trip to Music in the Parks
   Monroe Township, New Jersey $0.00
   All expenses will be fundraised.

5. Harrison Bailey III
   Kathy Halkins
   Gayle Justice
   Kevin Long
   TBA Music Teacher
   Tara Reitz

   December 28, 2013-January 3, 2014
   (270 Liberty High School Students)
   Tournament of Roses Parade/Disneyland Parade
   Anaheim, California $0.00
   All expenses will be fundraised.

Curriculum Items

President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Burkhardt made a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. 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 5, 6, 7, 8, 9, 10, 11 and 12.

Director Bonilla – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Burkhardt – Yes to all items; Director Cann – Yes to all items; Director Follweiler – Yes to all items; Director McKeon – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Ortiz – Yes to all items; Director Patrick – Yes to all items; and President Faccinetto – Yes to all items

Motions pass 8-0 for Agenda Items 6, 7, 8, 9, 10, 11, and 12

12. *Conferences*

RECOMMENDATION:

1. Lissette Maldonado April 17-19, 2013
Young Child Expo and Conference
New York, New York
Marvine Family Center Grant 2836-324 = $295.00
Marvine Family Center Grant 2836-581 = $823.48
$1,118.48

	Amount	Balance
Estimated Expenses:		
Registration Marvine Family Center Grant 2836-324	$295.00	$925.00
Lodging/Meals/Transportation		
Marvine Family Center Grant 2836-581	$823.48	$902.18
Lodging = 2/nights @ $329.74 = $659.48		
Meals = 3/days @ $40/day = $120.00		
Transportation = Bus Ticket = $44.00		

Curriculum Items
President Faccinetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. Director Burkhardt made a motion to approve Curriculum Agenda Items 5, 6, 7, 8, 9, 10, 11 and 12. 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 5, 6, 7, 8, 9, 10, 11 and 12.

Director Bonilla – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Burkhardt – Yes to all items; Director Cann – Yes to all items; Director Follweiler – Yes to all items; Director McKeon – No to Agenda Item 5 and Yes to Agenda Items 6, 7, 8, 9, 10, 11 and 12; Director Ortiz – Yes to all items; Director Patrick – Yes to all items; and President Faccinetto – Yes to all items

Motions pass 8-0 for Agenda Items 6, 7, 8, 9, 10, 11, and 12

13. *Resignations*

RECOMMENDATION:

A. Instructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Baker, Linda	Broughal Mathematics Teacher	Retirement	June 12, 2013
2.	Fleck, Barbara	Northeast English Teacher	Retirement	June 12, 2013
3.	Gabriel, Diane	Asa Packer/Hanover Kindergarten/ESOL Teacher	Retirement	June 12, 2013
4.	Gallagher, Pamela	Northeast English Teacher	Retirement	June 12, 2013
5.	Kelleher, Bonnie	Hanover Grade 4 Teacher	Retirement	June 12, 2013
6.	Reppert, Cynthia	Spring Garden Grade 3 Teacher	Retirement	June 12, 2013
7.	Rodriguez, Ada	Broughal ESOL Teacher	Retirement	June 12, 2013

B. Noninstructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Majewski, June	Supervisor of Child Accounting	Retirement	June 19, 2013

14. *Leaves of Absence*

RECOMMENDATION:

A. Instructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Burzynski, Brian	Nitschmann Computer Teacher	Family Medical Leave of Absence	April 22, 2013, until the end of the 2012-2013 school year
2.	Loupos, Theodora	Freedom English Teacher	Family Medical Leave of Absence	January 29, 2013, until the end of the day February 12, 2013

14. *Leaves of Absence*

RECOMMENDATION:

B. Noninstructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Sanchez, Graciela	Freedom General Kitchen Help	Family Medical Leave of Absence	January 25, 2013, until the end of the 2012-2013 school year

15. *Nominations*

RECOMMENDATION:

A. Administrative

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Mayes, Peter	Nitschmann Principal	$102,619, prorated Instructional Meet and Discuss, Category 2, Step 8	To be determined

B. Noninstructional

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Cogan, Dennis	Part-time Bus Driver	$16.71 per hour	To be determined upon completion of training/testing
2.	DiGiulio, Gerald	Part-time Bus Driver	$16.71 per hour	To be determined upon completion of training/testing
3.	Gross, Debra	Freedom (.5) Teacher Assistant, Special Education, Job Coach, 3.5 hours daily	$15.26 per hour	March 19, 2013, terminating at the end of the 2012-2013 school year
4.	Hayduk, Jenna	Broughal General Kitchen Help, 3.5 hours daily, lunch	$12.93 per hour	March 19, 2013

15. *Nominations*

RECOMMENDATION:

B. Noninstructional (continued)

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
5.	Maya, Jessica	Child Care Assistant Center Supervisor, 3 hours daily, straight shift, 12 months	$11.76 per hour	March 19, 2013
6.	Reed, Brianna	Part-time Bus Driver	$16.71 per hour	To be determined upon completion of training/testing
7.	Schwind, Jami	Liberty General Kitchen Help, 3.5 hours daily, lunch	$12.93 per hour	March 19, 2013
8.	Seng, Tina	Part-time Bus Driver	$16.71 per hour	To be determined upon completion of training/testing
9.	Stecko, Ellen	Part-time Bus Driver	$16.71 per hour	February 18, 2013
10.	Tracy, Vanessa	Child Care Assistant Center Supervisor, 5.5 hours daily, split shift, 12 months	$11.96 per hour	March 19, 2013

C. Miscellaneous

	NAME	ASSIGNMENT	SALARY
1.		Extracurricular Activity Advisors Freedom High School Literary Magazine	
	Nagy, Gail	*Amend September 24, 2012 agenda item from .5 to .25 (due to G. Nagy retirement)*	$481.50
	Ziegler, George	*Amend September 24, 2012 agenda item from .5 to .75 (due to G. Nagy retirement)*	$1,444.50

15. *Nominations*

RECOMMENDATION:

C. Miscellaneous

	NAME	ASSIGNMENT	SALARY
1.	Carnes, Timothy	Coach – Freedom (.5) Assistant Track *(pending completion of paperwork)*	$2,106.50

15. *Nominations*

RECOMMENDATION:

E. Substitutes

INSTRUCTIONAL	
Broczkowski, Tara	Eibach, Angela
Campbell, Colin	Escudero, Laura
Cedor, Jessica	Esparo, Jennifer
Cericola, Lauren	Kavanagh, Daniel
DeLong, Jamie	Reph, Sonia
DiRisio, Heather	

NONINSTRUCTIONAL	
Benner, Anthony	Martinez, Carmen
Henritzy, Joyal	Piskula, Scott
Maffea, Danielle	Smith, Stephanie

Reassignments

RECOMMENDATION:

A. Instructional

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Bakun, Rachel	Assignment: Liberty, Art Teacher From: Bachelor's, Step 1 To: Bachelor's +15, Step 1	$44,432, prorated	March 14, 2013
2.	Christiansen, Anne	From: Farmersville, (.4) Reading Teacher To: Farmersville, (.4) Reading Teacher/ James Buchanan, (.2) Reading Teacher	$34,775, prorated Bachelor's +15, Step 12 (*Grant Funded*)	March 11, 2013, *(the (.2) portion terminates at the end of the 2012-2013 school year)*

16. *Reassignments*

RECOMMENDATION:

B. Noninstructional

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Andino, Glenda	From: Spring Garden, Teacher Assistant, General Duty, 3 hours daily To: Calypso Child Care, Aide, 4.5 hours daily, split shift, 12 months	$10.45 per hour	March 14, 2013
2.	Dejesus, Glouceryn	From: Marvine, General Kitchen Help, 3.5 hours daily, lunch To: Marvine, General Kitchen Help, 3.75 hours daily, lunch	$13.93 per hour	March 19, 2013
3.	Fonseka, Marie	From: East Hills, General Kitchen Help, 3.75 hours daily, lunch/ Farmersville, General Kitchen Help, 1 hour daily, breakfast To: East Hills, General Kitchen Help, 3.75 hours daily, lunch/Spring Garden, General Kitchen Help, 1 hour daily, breakfast	$13.93 per hour	February 26, 2013

16. *Reassignments*

RECOMMENDATION:

B. Noninstructional (continued)

	NAME	FROM/TO	SALARY	EFFECTIVE
4.	Rupert, Gwynn	From: Donegan, General Kitchen Help, 3.25 hours Daily, lunch To: Donegan, General Kitchen Help, 3.25 hours daily, lunch/Farmersville, General Kitchen Help, .5 hour daily, breakfast	$13.93 per hour	March 19, 2013
5.	Sanchez, Miriam	From: Liberty, General Kitchen Help, 4.5 hours daily, lunch To: Liberty, General Kitchen Help, 4.5 hours daily, lunch/Lincoln, General Kitchen Help, 1 hour daily, breakfast	$13.61 per hour	March 19, 2013

Human Resources Items
President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21. In addition, there is a hand carry item 15-1 which is a nomination for a Freedom High School assistant track coach. Director Ortiz made a motion to approve Human Resources Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21 with the hand carry item 15-1. Director Bonilla seconded the motion.

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

Director Ortiz had a question regarding Agenda Item 15 and asked if the assistant athletic director is on the agenda. President Faccinetto indicated no as that is a budget issue for next year.

President Faccinetto asked for a roll call vote on Items 13, 14, 15, 16, 17, 18, 19, 20, 21, and hand carry item 15-1.

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

Motions pass 8-0

17. *Board Policy Number 216 – Student Records – Third Reading*

INFORMATION:

Revisions were made to Board Policy Number 216 – Student Records and reviewed with the Board. The First Reading of the revised policy was at the February 11, 2013, Board Human Resources Committee Meeting and the Second Reading was at the March 11, 2013, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the revised Board Policy Number 216 – Student Records.

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21. In addition, there is a hand carry item 15-1 which is a nomination for a Freedom High School assistant track coach. Director Ortiz made a motion to approve Human Resources Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21 with the hand carry item 15-1. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 13, 14, 15, 16, 17, 18, 19, 20, 21, and hand carry item 15-1.

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

Motions pass 8-0

BETHLEHEM AREA SCHOOL DISTRICT

SECTION: PUPILS

TITLE: STUDENT RECORDS

ADOPTED: November 15, 2004

REVISED: February 25, 2013

	216. STUDENT RECORDS
1. Purpose	The educational interests of students require the collection, retention, and use of data and information about individuals and groups of students while ensuring the individual's right to privacy. The school district will maintain educational records as they are defined herein for students for legitimate educational purposes. The Board recognizes its responsibility for compilation, retention, disposition and security of student records. The Board also recognizes the legal requirement to maintain the confidentiality of student records.
2. Definitions	<u>Eligible Student</u> A student who has reached the age of eighteen (18) or older or is attending a post-secondary education institution. Eligible students can access their own educational records. <u>Parent</u> A natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
3. Authority SC 1303a, 1305A, 1402, 1409, 1532, 1533 20 U.S.C. § 1232(g) P.L. 93-380 34 CFR 99 Title 22 § 4.52, 12.31, *et. seq*	This policy shall be interpreted in accordance with and consistent with the following laws and corresponding regulations: the Family Educational Rights and Privacy Act (FERPA); the Individuals with Disabilities Education Act (IDEA); the No Child Left Behind Act of 2001 (NCLB); the Health Insurance Portability and Accountability Act (HIPAA); the Pennsylvania School Code and Regulations of the State Board of Education, and any other applicable laws and regulations. Only educational records mandated by federal and state statutes and regulations, or permitted by the Board, may be compiled by district staff. This policy supplements the district's Annual Student Records Notice. That Notice is issued annually and published in the district's policy manual, district calendar, and website.
4. Delegation of Responsibility	The Superintendent or designee shall be responsible for developing and implementing a plan for the maintenance, retention and destruction of records of

	regular students and students with disabilities that meets the requirements of all state and federal statutes and regulations and is approved by the Board.
5. Guidelines	The district's plan for compilation, retention, disclosure and security of student records shall provide for the following:
10 U.S.C. §503 20 U.S.C. §7908 20 U.S.C. §1232 P.L. 93-380 34 C.F.R. §99 51 P.S. §20221 *et. seq.* 22 PA Code §4.52, 12.31, *et. seq.* SC §§1303a, 1305-A, 1402, 1409, 1532, 1533 SC 1305-A	1. Informing parents, guardians and eligible students of their rights and the procedures to implement those rights. 2. Permitting appropriate access by authorized persons and officials, describing procedures for access, and listing copying fees. 3. Enumerating and defining the types, locations and persons responsible for student records maintained by the district. 4. Establishing guidelines for disclosure of information and data in student records. 5. Maintaining a record of access and release of information for each student's records. 6. Assuring appropriate retention and security of student records. 7. Transferring education records and appropriate disciplinary records to other school districts.
6. Directory Information	Information from a student's education record – the release of which is generally not considered an invasion of a student's privacy. A school can disclose those items it designates as directory information from a student's education record without prior parental consent unless a parent objects in writing. The District has declared the following information as directory information:
20 USCS §§ 6301, *et. seq.* 20 USCS § 1232g 51 P.S. § 20221, *et. seq.*	1. Student's name, address, photograph. 2. Student's age. 3. Participation in officially recognized activities and sports. 4. Weight and height of members of athletic teams. 5. Dates of attendance. 6. Degrees and awards received.

	7. The most recent previous educational agency or institution attended by the student. All parents and eligible students may refuse consent for the general disclosure of directory information by completing the district's form to Request to Withhold Directory Information. The District is required to release directory information to military recruiters. Any parent or eligible student may notify the district in writing of their refusal for this information to be released by returning the district's form. Questions about either form should be directed to the Supervisor of Child Accounting, 1516 Sycamore Street, Bethlehem, PA 18017.
7. Records on Discipline and Violent Acts 24 P.S. § 13-1307-A	The District shall maintain updated records of all incidents of violence, incidents involving possession of a weapon and convictions or adjudications of delinquency for acts committed on school property by students enrolled therein on both a school-wide and school-by-school basis. These records shall be forwarded to a school where the student transfers or seeks to enroll, without prior parental consent.
8. Test Protocols P.L. 108-446	Psychological test protocols containing personally-identifiable information shall be destroyed within thirty (30) days of the finalization of an evaluation report. While test protocols shall be reviewed by the school psychologist with parents, as necessary, during an evaluation report review, to protect the integrity of the test, copies of test protocols shall not be made available to the parents.
9. Request for Inspection of Records	In general, student records shall not be disclosed or released without prior written parental consent, except as provided for in the law and as described herein. Any parent or eligible student shall have the right to inspect all education records maintained by the district. Parents may only review the education records in their child's own file. Parents and eligible students do not have the right to copies of educational records. However, copies may be provided at the discretion of the district and/or upon a parent's documented claim that he/she is unable to review the records at the district due to physical disability illness. The school may charge a fee of twenty-five cents ($.25) per page for the copy of the educational records. Payment may be made in cash, certified check, or U.S. postal service money order. Upon a parent's showing of financial hardship, copies may be provided free of charge. The District will comply with a request to review records within 45 calendar days from the date of the written request. Written requests must be submitted to the school principal. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

	Third parties may accompany parents to review the records, but records will not be made available for review by a third party unless a parent is present regardless of whether the third party has obtained written parental consent.
10. Transcripts	Students may request copies of transcripts from the district at any time. Students will not be assessed a fee for copies of transcripts requested prior to September 1 of the calendar year in which the student graduates. After that time, three dollars ($3.00) will be charged for each transcript requested. Payment may be made in cash, certified check, or U.S. Postal Service money order.
11. Requests for Disclosure	All disclosures requiring written parental/eligible student consent shall be made only once the consent has been received by the building principal or records custodian and will be maintained with a Record of Release for the file. The written consent must contain: a date and any time limit for release, a description of the records to be disclosed, the purpose of the disclosure and the specific person to whom the records shall be released.
12. Disclosures made where prior consent is not required 20 USCS §1232G(B) 34 C.F.R. Part 99	Educational records may be disclosed by an authorized official of the school WITHOUT prior parental consent in accordance with FERPA including to: a. School officials, including teachers within the educational institution or local educational agency, who have been determined by such agency or institution to have a legitimate educational interest in the information contained within the record(s). School officials include all district employees, contractors and volunteers. This means that information from educational records may be shared, as the District deems appropriate, among district and school administrators, teachers, guidance counselors, nurses, support staff, coaches, intermediate unit personnel, and other employees or contractors who are working with the district. b. Officials of other schools or school systems in which the student seeks or intends to enroll, upon condition that the student's parents be notified of the transfer, receive a copy of the record if desired, and have an opportunity for a hearing to challenge the content of the record. c. Authorized representatives of federal, state or local government. d. Organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.

	e. Accrediting organizations in order to carry out their accrediting functions. f. In connection with an emergency, appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons. It shall be the policy of this district to utilize this exception to the consent requirements only where the health and safety emergency is imminent, the threat serious, and the need for information immediate. g. Pursuant to a subpoena or judicial order. The school will seek to contact the parents of the student to notify them of the release of information in advance of compliance The District may disclose group scholastic achievement data from which the individual cannot be identified.
13. Challenges to the content of a student's educational record	A parent or eligible student has the right to request amendment of a student's education file if it is believed that any information is inaccurate, misleading or otherwise violates the privacy rights of the student. Requests for amendment of a student's file should be directed to the building administrator of the student's school. The District shall decide within a reasonable period of time whether to amend the record. If the District does not amend the record as requested, it shall inform the parent or eligible student of its decision and of his or her right to a hearing to challenge that decision, upon request. Additional information regarding the hearing will be provided to the parent or eligible student when notified of the right to request a hearing. The written decision on whether or not to amend the educational record will be provided to the parent or eligible student within a reasonable period of time after the hearing. If, as a result of the hearing, the district decides that the information is inaccurate, misleading or in violation of the privacy rights of the student, it shall (i) amend the record and (ii) inform the parent of the amendment in writing. If, as a result of the hearing, the district decides that the information in the education record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the district, or both. If a complaint cannot be satisfactorily resolved by the district, a parent or eligible student may file a complaint at the following federal office:

	Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202-4605.
14. Destruction of educational records	The District may destroy educational records when they are no longer needed to provide educational services to a student. Records that indicate core data, consisting of student's name; last known address of parents/guardians; birth date; attendance data (general, not specific); and transcripts; otherwise known as a student's cumulative file, shall be maintained in perpetuity. Records maintained by the school as educational records for a regular education student shall be maintained for five years beyond the student's graduation date. If the student does not graduate from the district, the records shall be maintained until the student's 20th birthday. Records maintained by the school as educational records for a special education student shall be maintained until the student's 25th birthday.

18. *2013-2014 School District Calendar Revision*

INFORMATION:

The Board of School Directors of the Bethlehem Area School District approved the 2013-2014 School District Calendar at the February 25, 2013, Regular Board Meeting. To be consistent with other surrounding districts, we are recommending changing the inservice date of October 7, 2013, to October 14, 2013 (Columbus Day).

RECOMMENDATION:

That the Board of School Directors approves the attached 2013-2014 Revised School District Calendar changing the inservice date of October 7, 2013, to October 14, 2013.

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21. In addition, there is a hand carry item 15-1 which is a nomination for a Freedom High School assistant track coach. Director Ortiz made a motion to approve Human Resources Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21 with the hand carry item 15-1. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 13, 14, 15, 16, 17, 18, 19, 20, 21, and hand carry item 15-1.

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

Motions pass 8-0

19. *Schedule of Meetings for the Board of School Directors*

INFORMATION:

The Administration has developed the schedule of meetings for the Board of School Directors for July 2013 through June 2014. These meeting dates are subject to change based on prior notice to the public and are in compliance with the Sunshine Law (Act 84 of 1986).

This schedule was reviewed with the Board at the March 11, 2013, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached schedule of meetings for July 2013 through June 2014.

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21. In addition, there is a hand carry item 15-1 which is a nomination for a Freedom High School assistant track coach. Director Ortiz made a motion to approve Human Resources Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21 with the hand carry item 15-1. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 13, 14, 15, 16, 17, 18, 19, 20, 21, and hand carry item 15-1.

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

Motions pass 8-0

BETHLEHEM AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
SCHEDULE OF MEETINGS

JULY 2013 THROUGH JUNE 2014

MONTH/DATE	TIME	MEETING/LOCATION
JULY 2013		
Monday, July 22	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(Education Center, Dining Room)*
AUGUST 2013		
Monday, August 5	6:00 p.m.	Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, August 12	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*
SEPTEMBER 2013		
Monday, September 9	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(Education Center, Dining Room)*
Monday, September 16	6:00 p.m.	Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, September 23	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*

MONTH/DATE	TIME	MEETING/LOCATION
OCTOBER 2013		
Monday, October 7	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(Education Center, Dining Room)*
Monday, October 14	6:00 p.m.	Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, October 21	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*
NOVEMBER 2013		
Monday, November 4	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(East Hills Middle School, Auditorium, due to Election Day setup at Ed. Center)*
Monday, November 11	6:00 p.m.	Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, November 18	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*
DECEMBER 2013		
Monday, December 2	6:00 p.m.	Reorganization Meeting Combined Committee *(Education Center, Dining Room)*
Monday, December 9	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*

BETHLEHEM AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
SCHEDULE OF MEETINGS

JULY 2013 THROUGH JUNE 2014

MONTH/DATE	TIME	MEETING/LOCATION
JANUARY 2014		
Monday, January 6	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(Education Center, Dining Room)*
Monday, January 13	6:00 p.m.	Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, January 27	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*
FEBRUARY 2014		
Monday, February 3	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(Education Center, Dining Room)*
Monday, February 10	6:00 p.m.	Special Board Meeting (Tent.) Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, February 24	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*
MARCH 2014		
Monday, March 10	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(Education Center, Dining Room)*
Monday, March 17	6:00 p.m.	Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, March 24	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*

MONTH/DATE	TIME	MEETING/LOCATION
APRIL 2014		
Monday, April 7	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(Education Center, Dining Room)*
Monday, April 14	6:00 p.m.	Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, April 28	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*
MAY 2014		
Monday, May 5	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(East Hills Middle School, Auditorium, due to Election Day setup at Ed. Center)*
Monday, May 12	6:00 p.m.	Special Board Meeting Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, May 19	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*
JUNE 2014		
Monday, June 9	6:00 p.m.	Board Facilities Committee Board Curriculum Committee *(Education Center, Dining Room)*
Monday, June 16	6:00 p.m.	Special Board Meeting Board Finance Committee Board Human Resources Committee *(Education Center, Dining Room)*
Monday, June 23	7:00 p.m.	Regular Board Meeting *(East Hills Middle School, Auditorium)*

20. *Salary Increase for Substitute Support Positions*

INFORMATION:

The proposed revised substitute wages were presented at the February 11, 2013, and March 11, 2013, Board Human Resources Committee Meetings.

RECOMMENDATION:

That the Board of School Directors approves the revised rate of pay for support substitutes as follows, effective April 1, 2013:

Substitute Clerical	$10.00
Substitute Custodian	$10.00
Substitute Teacher Assistant	$10.00
Substitute Associate Nurse	$10.00
Substitute Security Officer	$10.00
Supplemental Custodian	$10.00

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21. In addition, there is a hand carry item 15-1 which is a nomination for a Freedom High School assistant track coach. Director Ortiz made a motion to approve Human Resources Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21 with the hand carry item 15-1. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 13, 14, 15, 16, 17, 18, 19, 20, 21, and hand carry item 15-1.

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

Motions pass 8-0

21. *Salary Increase for Hall Monitors*

INFORMATION:

During the transition of the hall monitors from the Non-instructional Meet and Discuss group to the SEIU Food Service Group, their salaries have been frozen since the 2009-2010 school year. The administration recommends a 3% salary increase for the nine hall monitors. Any future increases will be governed by future SEIU Food Service Group Collective Bargaining Agreements.

RECOMMENDATION:

That the Board of School Directors approves a 3% increase for the 2012-2013 school year, effective August 20, 2012.

Human Resources Items

President Faccinetto asked Director Ortiz to make a motion to approve Human Resource Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21. In addition, there is a hand carry item 15-1 which is a nomination for a Freedom High School assistant track coach. Director Ortiz made a motion to approve Human Resources Agenda Items 13, 14, 15, 16, 17, 18, 19, 20 and 21 with the hand carry item 15-1. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. He asked for a roll call vote on Items 13, 14, 15, 16, 17, 18, 19, 20, 21, and hand carry item 15-1.

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

Motions pass 8-0

22. *Colonial Intermediate Unit 20 Budget Approval for the 2013-2014 School Year*

INFORMATION:

The Colonial Intermediate Unit (CIU) 20's Proposed General Operating Budget for the 2013-2014 school year has been submitted to the component school districts for approval. The budget includes administrative services, curriculum and instructional services, management services, instructional materials services, and ancillary programs totaling $3,017,300. A comparison with the current year is shown herein:

	Expenditures
Proposed General Operating Budget 2013-2014	$3,017,300
General Operating Budget 2012-2013	2,973,200
Increase/(Decrease)	$ 44,100

The overall increase in the CIU 20's Proposed General Operating Budget for the 2013-2014 school year is 1.4%. The total portion of that budget to be withheld from school districts remains the same at $520,440. The share for each district will fluctuate based on changes in weighted average daily memberships and market values. The Bethlehem Area School District's contribution for 2013-2014 will be $99,678.22. This represents no change from the prior year.

Dr. Charlene Brennan presented the 2013-2014 CIU 20 Proposed Budget to the Board at the February 11, 2013, Board Finance Committee Meeting. This information was reviewed with the Board at the March 11, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the Colonial Intermediate Unit 20 General Operating Budget for the 2013-2014 school year as presented in the amount of $3,017,300 with the Bethlehem Area School District contribution of $99,678.22.

Account Code and Account Title: General Fund 2900-595 Intermediate Unit Payments
Account Balance: 2013-2014 Budget

Finance Items
President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director McKeon made a motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director Burkhardt 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 22, 23, 24, 25, 26, 27, 28 and 29.

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

Motions pass 8-0

RESOLUTION

CONCERNING COLONIAL INTERMEDIATE UNIT 20 BUDGET

Section 914-A (6)(i) Act 102 of 1970, requires that the Intermediate Unit Budget shall be approved by "at least a majority of school districts comprising the Intermediate Unit."

At a meeting on March 18, 2013, the members of the Board of Directors of the **Bethlehem Area School District,** a member of the Colonial Intermediate Unit 20, voted on the following budgets, as recorded in the Minutes of the Board for fiscal year July 1, 2013, to June 30, 2014:

GENERAL OPERATING BUDGET, INCLUDING:

Educational Support Services

Curriculum and Instructional Services

Human Resources and Research Services

Instructional Material Services

TOTAL - $3,017,300

VOTE: YEA 8 **NAY** 0 **ABSTAIN** 0 **ABSENT** 1

Michael E. Faccinetto
President

Stacy M. Gober
Secretary

INSTRUCTIONS: Each school district will file one copy of this form with the Intermediate Unit office and it shall be made part of the Intermediate Unit budget file to confirm to compliance with Section 912-A(6)(i), Act 102 of 1970.

23. *Tax Payments for the 2013-2014 School Year*

INFORMATION:

Taxing districts may implement by resolution a procedure for the payment of taxes by installments. The installment plan allows for no discounts with a penalty of 10% added to each installment on the date it becomes delinquent. A maximum of four installment payments shall be permitted.

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

RECOMMENDATION:

That the Board of School Directors authorizes:

A. That real estate taxes will be due and payable in full according to the following schedule:

DUE DATE	PAYMENT TYPE
Friday, August 30, 2013	Discount (2%)
Thursday, October 31, 2013	Base (10% penalty will be added thereafter)

That the real estate tax installment plan for the payment of 2013-2014 school taxes be divided into four equal payments with due dates as specified herein. If the installment is not paid and received within this period, a penalty of 10% will be added to each delinquent installment. No discounts will be allowed on installment payments. Installment payments may not commence after the first installment due date.

INSTALLMENT DUE DATES	
First	Monday, August 12, 2013
Second	Monday, September 23, 2013
Third	Monday, November 4, 2013
Fourth	Monday, December 16, 2013

B. That per capita taxes are due and payable in full, according to the following schedule:

DUE DATE	PAYMENT TYPE
Friday, August 30, 2013	Discount (2%)
Thursday, October 31, 2013	Base (10% penalty will be added thereafter)

C. That the following fees be issued:

Returned Check	$20
Tax Certification	$20
Duplicate Billing	$10

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director McKeon made a motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director Burkhardt 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 22, 23, 24, 25, 26, 27, 28 and 29.

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

Motions pass 8-0

24. *SPARK Lease Agreement*

INFORMATION:

The District was contacted by Colonial Intermediate Unit (CIU) 20 to lease the former SPARK building for their early intervention program starting in the summer of 2013. A lease beginning this summer occupies the building and prevents a valuable but vacant property from falling into disrepair. The lease generates revenue over the near term until such time as the real estate market recovers and the property becomes more valuable. The CIU 20 program looking to relocate already serves primarily district students at another location in Bethlehem. The lease would generate over $132,500 in revenue annually during the lease.

Based on the opportunity to increase district revenue, reduce annual operating expenses and occupy a vacant property still in good condition, the Administration recommends that the Board approves the lease with the CIU 20 to occupy the SPARK building.

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

RECOMMENDATION:

That the Board of School Directors enters into a four-year lease agreement from July 1, 2013, through June 30, 2017, with Colonial Intermediate Unit 20.

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director McKeon made a motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director Burkhardt 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 22, 23, 24, 25, 26, 27, 28 and 29.

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

Motions pass 8-0

LEASE AGREEMENT

THIS AGREEMENT, made this 1st day of July, 2013, by and between the Bethlehem Area School District, with a business address located at 1516 Sycamore Street, Bethlehem, Pennsylvania 18017 (hereinafter called "Lessor"), and the Colonial Intermediate Unit 20, 6 Danforth Dr., Easton, PA 18045 (hereinafter called the "Lessee").

WHEREIN IT IS MUTALLY AGREED AS FOLLOWS:

Section 1. Leased Premises:

Lessor hereby leases to Lessee the former SPARK building located at 3144 Linden Street, in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania, consisting of approximately 26,500 square feet plus the use of parking, playground, and drive way areas on the premises in front of and behind the facility (the "Leased Premises"); Lessee specifically acknowledges that it has inspected the Leased Premises and all fixtures contained therein and accepts the same, without reservation, in an "as is" condition.

Section 2. Term:

The term shall be for four (4) years beginning on the 1st day of July 2013, and ending on the 30 day of June 2017

Section 2-1. Option to Renew Term:

Lessee to notify Lessor by July 1, 2016 of its intent to renew this Lease for an additional twelve (12) month period of time.

Section 3. Possession:

It is understood and agreed that Lessee will take possession on July 1, 2013.

Section 3-1. Use of Premises:

The Leased Premises may be used for any use consistent with the Lessee's mission, including but not limited to the following uses: early learning center, after-school center, integrated child care, therapeutic services, storage and/or educational/recreational purposes, (i.e., classrooms, etc.), and it shall be Lessee's obligation to obtain all governmental and quasi-governmental approvals for any change in Lessee's current use and Lessor shall be obligated to cooperate fully with Lessee with regard to Lessee's acquisition of said approvals. Upon the execution of this Lease, Lessee will commence to obtain such permits and permissions.

Section 4. Rental Payments:

In Consideration of Which, the Lessee agrees to pay the Lessor the sum of One Hundred Thirty Two Thousand Five Hundred Dollars ($132,500.00) in payments of Eleven Thousand Forty One Dollars and Sixty Seven Cents ($11,041.67) monthly, in advance of or before the first day of each month during the term of this Lease. Lessee shall also pay as additional rent the sums described in Sections 5, 8, and 9 of this Lease if applicable.

Section 4-1. Security Deposit:

The Lessor has waived this requirement; however, Lessee hereby agrees to accept responsibility for payment to Lessor for any and all damages caused to the Leased Premises by the Lessee that would be considered beyond normal wear and usage.

Section 5. Payment of Taxes:

Lessor represents that the Leased Premises are currently exempt from real estate taxes. Lessor will cooperate in any effort to maintain the property as exempt from real estate taxes Otherwise, Lessor shall be responsible for all real estate taxes levied against the Leased Premises during the Term that were assessed prior to this Lease. Additional real estate taxes paid by the Lessor as a result of increased assessment or change in tax status directly resulting from the commencement of this Lease shall be the responsibility of the Lessee during the Term. Increases in millage rates levied by the local governments shall not by itself create a liability for the Lessee.

Section 6. Subletting:

Lessee may assign or sublet the Leased Premises to partner early learning programs consistent with the Lessee's mission, including but not limited to Head Start and PreK counts; provided, however, that Lessee shall obtain Lessor's prior written consent to such assignment and/or sublet, which shall not be unreasonably withheld.

Section 7. Improvements:

Property is leased in "as-is" condition and no improvements are therefore required by Lessor or Lessee during the term of this Lease.

Lessee may make additions, alterations, and/or improvements to the Leased Premises provided any such additions, alterations, and/or improvements do not structurally alter, damage, or detract from the character of the building. Lessee shall notify Lessor in writing with appropriate plans and specifications of any additions, alterations, and improvements that Lessee wishes to make prior to installation thereof. Additions, alterations, and improvements that structurally alter or damage or detract from the character of the building will require Lessor's approval. Lessee shall be responsible for obtaining any and all approvals or permits required by law, for any additions, alterations, and/or improvements to the Leased Premises. Lessor shall cooperate with Lessee in securing building or other permits or authorizations required from time to time for any work permitted hereunder or installations by Lessee. Lessor shall notify Lessee in writing, within ten (10) days after receipt of appropriate plans and specifications of any

additions, alterations, and/or improvements that the Lessee shall be obligated to remove upon termination of this Lease. In the event Lessor requires removal, Lessee shall repair any damage caused by such removal.

Section 8. Utilities and Existing Contracts:

During the term of this Lease Agreement, Lessee shall be responsible for payment of one hundred percent (100%) of the metered charges for electric, gas, trash and recycling, water and sewer. The Lessee will be solely responsible for providing and paying for telephone, cable, and Internet service.

During the term of this Lease Agreement, the Lessor shall be responsible for payment of one hundred percent (100%) of existing contracts pertaining to HVAC; lawn care; fire alarm and security monitoring; fire system and fire extinguisher inspections; and integrated pest management.

Section 9. Maintenance and Repairs:

Lessee will, at its cost and expense throughout the term of this Lease Agreement, maintain in good condition the interior of the Leased Premises, and will keep the same in good order and condition and will make necessary repairs thereto. Lessee shall be responsible for the replacements of any items, which are part of the Lessee's additions, alterations, and/or improvements that become obsolete or do not work for any reason whatsoever; however, Lessee's responsibility for maintenance and repair of Lessee's items shall end upon the termination of this Lease Agreement. If maintenance required to be made by Lessee hereunder is not made within ten (10) days after written notice delivered to Lessee by Lessor, Lessor may, at its own option, make such repairs and/or maintenance, and Lessee shall pay to Lessor, upon demand, the cost such repairs and/or maintenance as additional rent hereunder.

Lessor shall be responsible for all preventative maintenance and the replacement of any items that have become obsolete or do not work because of the age or due to the condition of the equipment or the building as it was upon commencement of this Lease. Lessor shall be solely responsible for replacement of mechanical systems and all related costs. Lessor shall maintain in good condition and keep in good repair the exterior and structural components of the building, including the roof, foundation, walkways, sidewalks, and parking areas, and shall keep the walkways, sidewalks, and parking areas clear of all obstructions. Any repairs that have to be made will be made promptly upon notification in writing by the Lessee. Lessor shall be responsible for snow removal from all designated walkways, sidewalks, and parking areas.

Section 10. Insurance:

Lessee, at its expense, shall comply with all laws, orders, and regulations of federal, state, and local authorities and, as set forth above, obtain necessary permits to conduct the business contemplated by this Lease Agreement. During the term of this Lease and for any further time the Lessee shall hold the Leased Premises, Lessee shall obtain and maintain at its expense the following types and amounts of insurance:

(1) Fire Insurance - Lessee shall keep its interest in and to all equipment and property in the Leased Premises insured against loss or damage by fire and other hazards. Lessor shall, similarly, keep its interest in the Leased Premises insured. Lessee shall name the Lessor and other related parties as an additional insured on its policies of insurance or otherwise provide a waiver of subrogation in the customary form.

(2) Personal Injury and Property Damage Insurance - Lessee shall maintain a policy of insurance with a limit of no less than Two Million Dollars ($2,000,000.00) covering liability for bodily injury, property damage, and machinery insurance during the Term of this Lease.

(3) Other Insurance - Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by Lessor against other insurable hazards as are commonly and reasonably insured against for the type of business activity that Lessee will conduct.

(4) All insurance shall be written with responsible companies licensed to do business in the Commonwealth of Pennsylvania. Upon Lessor's request, a Certificate of Insurance evidencing Lessee's property/casualty insurance, provided by the company issuing the policy, shall be provided to the Lessor, or when appropriate, to the holder of any mortgage. The company issuing Lessor's policy shall provide a Certificate of Insurance evidencing Lessor's Property/Liability insurance to Lessee.

Lessee, within fifteen (15) days of receipt of written notice from Lessor, shall be responsible for paying Lessor for the cost of any increase in Lessor's insurance premiums, which occur as a direct result of Lessee's occupancy and use of the Leased Premises. Lessor's written notice shall include a statement from Lessor's insurance carrier detailing the nature and amount of insurance premium cost increase.

Section 11. Indemnity:

1. By Lessor - Lessor shall indemnify and save harmless from and against any and all expenses, liabilities, and claims of every kind, including reasonable counsel fees, arising from: (i) any failure of the Lessor to perform any of the terms or conditions of this Lease which are the Lessor's obligations to perform; (ii) any act of omission of Lessor or Lessor's agents, contractors, employees, guests, licensees or invitees; and (iii) the failure of the Lessor to comply with any law of any governmental authority with which it is the legal obligation of the Lessor to comply.

2. By Lessee - Lessee shall indemnify and save harmless from and against any and all expenses, liabilities, claims of every kind, including reasonable counsel fees, arising from: (i) any failure of the Lessee to perform any of the terms or conditions of this Lease which are the Lessee's obligations to perform; (ii) any act or omission of Lessee or Lessee's agents, contractors, employees, guests, licensees, or invitees; (iii) the failure of Lessee to comply with any law of any governmental authority with which it is the legal obligation of the Lessee to comply; (iv) any mechanics' liens or security interest filed against the Leased Premises by reason of any labor or materials contracted for by Lessee.

Nothing in this Lease shall serve to waive the immunity or lessen the protections provided by the Pennsylvania's Political Subdivisions Tort Act for either party beyond which amounts they could be alone liable.

Notwithstanding the foregoing, if such expense, liability, or claim is caused by the joint or concurring negligence or fault of Lessor and Lessee, the same shall be borne by them to the extent of their respective fault or negligence.

Section 12. Damage by Casualty:

In the event that any casualty damage is only partial, and such that the Leased Premises can be restored to its previous condition within sixty (60) business or working days, the Lessor shall restore the same within such time. The Lessor reserves the right to enter upon the Leased Premises whenever necessary to repair damage caused by fire or other casualty to the Leased Premises, even though the effect of such entry be to render the Leased Premises or a part thereof untenantable. In such event, the rent shall be apportioned and suspended during the time Lessor is in possession, taking into account the proportion of the Leased Premises rendered untenantable and the duration of the Lessor's possession. If, at any time during the Term of this Lease Agreement there occurs casualty damage which totally destroys said Leased Premises or makes said Premises unusable by the Lessee for the Leased Premises intended purposes, then this Lease Agreement shall be terminated at the option of either party hereto and advance rent paid by Lessee of said total casualty loss shall be repaid to Lessee. Notice of such terminations shall be in writing by the party electing to terminate and must be given within thirty (30) days after such destruction occurs.

Section 13. Signs:

The Lessee shall have the right to affix or display on the Leased Premises, including the exterior of the building upon the Leased Premises any signage permitted under local zoning laws. The Lessor shall have the right to review the location, size, content, and manner of attachment to the building and/or property prior to affixing or displaying the signage. Concerns of the Lessor shall be sent to the Lessee within ten (10) business days after receipt of the signage information. Failure to respond in a timely manner will indicate that no concerns exist.

Section 14. Condemnation:

In the event that all or a substantial part of the Leased Premises shall be acquired or condemned by eminent domain, for any public use or purpose, so as to materially affect its use by Lessee, in the judgment of the Lessee, then this Lease Agreement shall cease and be terminated and Lessor shall have no claim against Lessee for the value of any unexpired term of this Lease, and any rental paid by Lessee in advance of the date of condemnation for any portion of the Lease term subsequent to the date of condemnation shall be repaid by Lessor to Lessee. Lessor shall be entitled to receive and retain the amounts awarded for subject Leased Premises except that Lessee shall be entitled to receive and retain that which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade fixtures and its

leasehold improvements which have not become a part of the realty or other allowances for relocation and attendant costs. Lessee shall have no claim against Lessor for the value of any unexpired term of its Lease Agreement.

Section 15. Mechanics' Lien:

Lessee shall promptly pay all contractors and material men so as to minimize the possibility of lien attaching to the Leased Premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within thirty (30) days after written request by Lessor. Nothing herein contained shall be construed as consent on the part of the Lessor to subject the fee or the estate of the Lessor to liability under the Mechanics' Lien Law of Pennsylvania, it being expressly understood that the Lessor's estate shall not be subject to such liability.

Section 16. Surrender of Premises:

At the expiration of this Lease Agreement, Lessee shall surrender the Leased Premises to Lessor in good order and condition, ordinary wear and tear accepted, and shall surrender all keys for the Leased Premises to Lessor and shall inform Lessor of all combinations of locks, if any, on the Leased Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease Agreement.

Section 17. Defaults of Lessee:

Any one or more of the following shall constitute a default by the Lessee hereunder:

If the Lessee, during the term of this Lease Agreement or any renewal thereof:

(i) Does not pay in full when due and payable any and all rent, minimum and additional, herein agreed to be paid by Lessee; or

(ii) Violates or fails to perform or otherwise breaches in a material fashion any covenant or provision hereof; or

(iii) Abandons the Leased Premises; or

(iv) If the leasehold estate or any property of the Lessee on the Leased Premises shall be exposed for sale on judgment or execution process by any sheriff, marshal, or constable; or

(v) Becomes bankrupt or insolvent, or files any debt or proceedings, or takes or has taken against Lessee in any court pursuant to any statue, either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if it makes an assignment; provided, however, that if an involuntary proceeding shall be swayed or dismissed within sixty (60) days of filing, the same shall not constitute a default by Lessee under this Section.

(vi) This Lease may be terminated by Lessee if Lessee's governing body approves a discontinuance and complete cessation of the programming and services offered by Lessee in or on the Leased Premises and does not provide for such services elsewhere in its plan of services. Lessor shall receive four (4) months written notice of such action by the Lessee's governing body. In such event Lessee shall surrender the Leased Premises no later than July 1 of any Lease year.

Should Lessee ever be in default, Lessee shall in that case, have fifteen (15) days after written notice by Lessor of such default to cure the default, if said default is for non-payments of monies; and a commercially reasonable length of time to cure if the said default is pursuant to any other provision of this Lease.

Section 18. Remedies of Lessor:

In the event of default by the Lessee as provided in Section 17 hereof, and in any or either of such events of default at the sole options of the Lessor:

(i) Termination:

This Lease and the term hereby created, or renewal term hereof, shall, at the sole option of Lessor, terminate and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by performance of any provision of this Lease Agreement.

(ii) Entry and Possession:

After notice of default has been given to Lessee by Lessor, and after the expiration of the period within which Lessee may cure any default as provided herein, Lessor may enter the Leased Premises for such purposes as may be permitted by law and may, after ten (10) days written notice to Lessee, remove the property and personnel of Lessee, and store the property in a public warehouse at the expense of the Lessee. Lessor shall give oral and written notice to the Lessee of the location of said public warehouse within twenty-four (24) hours of said removal. Lessor understands and agrees that the property stored on said Leased Premises is necessary for the public health, safety and welfare, and hereby waives any said right or rights to such property. Entry and possession pursuant to this subsection shall constitute terminations of the Lease and upon termination, Lessor may recover from the Lessee all damages resulting from the breach including the cost of recovering the Leased Premises.

(iii) Lease:

Lessor may lease the Leased Premises, or any part or parts thereof, to such person or persons as may be in Lessor's reasonable business judgment be deemed best suited, and Lessee shall be liable for any loss of minimum or additional rent, for the balance of then current term; and

(iv) Remedies Cumulative:

All of the remedies hereinbefore given to Lessor and all rights and remedies given to them by law and equity shall be at Lessor's option cumulative and concurrent. No termination of this Lease Agreement or taking or recovering of the Leased Premises shall deprive Lessor of any of their remedies or actions against Lessee for rent due at the time. Notwithstanding the above, Lessor agrees to give written notice to Lessee to cure any default within fifteen (15) days of any breach if said default is for nonpayment of monies, and a commercially reasonable length of time to cure if the said default is pursuant to any other provision of the Lease.

Section 19. Notices:

Any notice required or permitted to be delivered hereunder shall be deemed received when sent by Federal Express, United Parcel Service, or United States mail, postage prepaid, certified mail, return receipt requested, addressed to Lessor or Lessee, as the case may be, at the address set forth in the introduction to this Agreement, or such other address which the parties may hereafter designate in writing.

Section 20. Holding Over:

Should the Lessee hold over in possession with the consent of the Lessor after expiration of the original term of this Lease Agreement, or any extended term, such holding over shall not be deemed to extend the term or renew the Lease, but the tenancy thereafter shall be from month to month only, at a rental rate equal to one hundred twenty-five percent (125%) of the rental rate in effect during the last month of the Term, subject to being terminated by either party upon thirty (30) days written notice prior to the expiration of the then current month.

Section 21. Successors:

Except as herein otherwise provided, all rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and be binding upon the several heirs, legal representatives, successors, and assigns of the said parties.

Section 22. Waiver:

The wavier of Lessor or Lessee of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of future breaches, if any, or such term, covenant or

condition herein contained. The subsequent acceptance of rent herein under by Lessor shall not be deemed to have been waived unless such waiver is in writing by Lessor or Lessee.

Section 23. Recording:

Lessee shall not record this Lease without the written consent of Lessor.

Section 24. Entire Agreement:

This Agreement and the Addendum attached hereto and forming a part hereof set forth all the covenant promises, agreements, conditions, and understanding between the parties hereto. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease Agreement shall be binding upon Lessor or Lessee unless reduced to writing and duly executed.

Section 25. Addendum:

If there is an Addendum to this Lease Agreement that shall be considered part of this Agreement and shall not be separated or considered separately unless mutually agreed to by both parties.

Section 26. Severability:

All agreements and covenants contained in this Lease Agreement are severable, and in the event any of them are held to be invalid by any competent court, this Lease Agreement will be interpreted as if invalid agreements or covenants were not contained in this Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set hands and seals this day first above written.

WITNESS:	**BETHLEHEM AREA SCHOOL DISTRICT**
_____	_____
Name: _____	Name: _____
Board Secretary	Board President
WITNESS:	**LESSEE**
_____	_____
	Name: _____
	Title: _____

25. *Farmland Lease – Corner of Freemansburg Avenue and Farmersville Road*

INFORMATION:

Mr. Dale Koehler and Mrs. Gloria Koehler have requested renewal of the Rental of Land for Farming Lease, (14.5 Acres), located at the corner of Freemansburg Avenue and Farmersville Road, Bethlehem Township, Bethlehem, for the current season beginning March 19, 2013, through December 31, 2013. They have agreed to pay a rental fee of $1,500 for the farming season.

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

RECOMMENDATION:

That the Board of School Directors authorizes the Administration to execute the lease for rental of the Freemansburg land to Mr. Dale Koehler and Mrs. Gloria Koehler for the 2013 season beginning March 19, 2013, through December 31, 2013, at a rental payment of $1,500.

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director McKeon made a motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director Burkhardt 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 22, 23, 24, 25, 26, 27, 28 and 29.

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

Motions pass 8-0

LEASE AGREEMENT

THIS LEASE AGREEMENT made the 18th day of March 2013, by and between the **BETHLEHEM AREA SCHOOL DISTRICT** (hereinafter referred to as "Lessor"), and Dale and Gloria Koehler (hereinafter referred to as "Lessee").

WITNESSETH that the parties hereto each intending to be legally bound, hereby agree as follows:

1. LAND

The Lessee hereby leases from the Lessor upon the terms and conditions hereinafter provided, the parcel of land situated in Bethlehem Township, Northampton County, Pennsylvania, consisting of approximately 14.5 acres, commonly known as Freemansburg Avenue and Farmersville Road, more particularly described in Northampton County Record Book N7 4 1 0205E, subject to all applicable rights-of-way or easements.

2. TERM

Lessor hereby leases the Land to Lessee from March 19, 2013, through December 31, 2013.

3. RENT AND FEES

Lessee agrees to pay to Lessor One Thousand Five Hundred ($1,500.00) Dollars per lease as rent for the following leased Land, payable to the Bethlehem Area School District.

4. USE OF LAND

Lessee shall have the right to use the leased Land solely for the purpose of farming. In farming, Lessee agrees only to use farming methods, techniques, pesticides, and equipment that are permitted under federal and state laws. Lessee may not use the leased Land for any purpose other than farming without prior written consent of Lessor.

5. CARE, MAINTENANCE, AND REPAIR

Lessee will provide usual and customary care for the leased Land. Lessee will be responsible for and shall pay for any repairs or replacements that are occasioned or made necessary by reason of the use of said Land by Lessee, its agents, employees, invitees, or guests. Lessee shall not be responsible for damage thereto by earthquake, act of God, or the elements.

6. INSPECTION BY LESSOR

Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter said Land at all reasonable times and with reasonable notice for the purpose of inspecting said Land to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said Land under this Lease or to perform Lessor's duties under this Lease.

7. ALTERATIONS OF LAND

Lessee may not make any alterations to the Land without prior consent of Lessor. Any alterations, additions, or improvements Lessee has made to the Land shall become the property of Lessor at the end of this or any subsequent Lease term.

8. HOLD HARMLESS

Lessee agrees to indemnify, defend, and hold harmless as to any and all claims asserted and suits filed to assert or impose any liability on the part of Lessor for: (a) injuries to invitees, licensees, and guests of Lessee, including, but not limited to, any employees of Lessee, whether such claims or suits are the result of any act or omission of Lessee, or its respective employees, servants, or agents, or any other person whatsoever; and, (b) injuries to persons other than those identified at subparagraph (a) above, and damage to any personal property, whether that of Lessee or any other person, arising out of or the result of any act or omission of the Lessee attributable to Lessee's possession of and operations on the Land or attributable to any work performed on the Land by Lessee during the Term.

9. CASUALTY

In the event that the Land becomes unusable, both Lessor and Lessee shall have an option to terminate this Lease by written notice to the other within sixty (60) days from the date of such damage or destruction. If Lessor and/or Lessee elect to terminate this Lease, Lessee shall promptly surrender possession of the Land, and Lessee understands and agrees that there will be no rebate of the Rent and Fees paid pursuant to section 3 above.

10. INSURANCE

Lessee will maintain in full force and effect at all times during the term of the Lease Agreement, insurance as required.

11. NONASSIGNMENT

Lessee may not assign this Lease, nor sublease the Land or any parts thereof, except as approved beforehand by Lessor in writing.

12. ENTIRE AGREEMENT

This Lease contains all the agreements and conditions between the parties hereto and supersedes any prior understandings or writings or all agreements between the parties respecting the lease of the property in question and no additions, alterations, or changes in this Lease shall be binding unless set forth in writing signed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written, intending to be legally bound.

BETHLEHEM AREA SCHOOL DISTRICT

By_____ By_____

Michael E. Faccinetto, Board President Gloria Koehler, Lessee

ATTEST:

By_____ By_____

Stacy M. Gober, Board Secretary Dale Koehler, Lessee

26. *Bid for Fuel Oil with Colonial Intermediate Unit 20 Joint Purchasing Board for the 2013-2014 School Year*

INFORMATION:

For the past several years, the Bethlehem Area School District has participated in the Joint Purchasing Board fuel oil bid with Colonial Intermediate Unit (CIU) 20. Following review of the past pricing for fuel oil between the District's single entity in-house bid and the bids received for the CIU 20 consortium, it is recommended that for the 2013-2014 school year the District continue to participate in the consortium bid. Since the fuel market has become so volatile and costly in the past several years, large volume contracts and keen market timing have proven to be critical in saving dollars. By adding our volume to the remainder of the CIU 20, the District can leverage the buying power and be more attractive to vendors who might provide aggressive pricing to achieve the guaranteed contract. By having the latitude to award the bids as close to the bid opening as possible insures that the pricing is valid and not subject to spot market fluctuations.

It is therefore recommended that the Administration be authorized to participate in the Northampton/Monroe/Pike County Joint Purchasing Board bid and pricing analysis which will be opened March 27, 2013, at 12:30 p.m., reviewed immediately following by all District participants and awarded by the CIU 20 Board of School Directors that evening at their Board meeting. The bid recommendation as awarded will then be presented to the District's Board of School Directors for ratification on April 22, 2013, following the CIU 20 action.

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

RECOMMENDATION:

That the Board of School Directors accepts and approves the vendor(s) for fuel oil for the 2013-2014 school year as to be recommended by the Northampton/Monroe/Pike County Joint Purchasing Board and to be approved by the Colonial Intermediate Unit 20 Board of School Directors at their March 27, 2013, Board meeting.

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director McKeon made a motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director Burkhardt 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 22, 23, 24, 25, 26, 27, 28 and 29.

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

Motions pass 8-0

27. *Bids for Band Uniforms and Musical Instruments - Prepare Specifications, Advertise, and Solicit*

INFORMATION:

For a number of years, the band uniform and musical instrument replacement cycles have been placed on hold due to budgetary restraints. In discussions with the Administration and fine arts department chairs, there is a need to replace aging musical instruments district-wide and to purchase Broughal Middle School uniforms using funds from the 2012-2013 and 2013-2014 Budgets. The last time Broughal Middle School purchased band uniforms was June 2004. The Administration requests authorization to prepare, advertise and solicit bids for band uniforms and musical instruments for award in April.

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

RECOMMENDATION:

That the Board of School Directors authorizes the Administration to prepare, advertise and solicit bids for musical instruments and Broughal Middle School band uniforms.

Account Code and Account Title: 2012-2013 General Fund Curriculum Budget
2013-2014 General Fund 3210-700 – Student Activities Equipment
Account Balance: 2012-2013 – $406,529
2013-2014 Budget

Finance Items
President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director McKeon made a motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director Burkhardt 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 22, 23, 24, 25, 26, 27, 28 and 29.

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

Motions pass 8-0

28. *Real Estate Tax Assessment Appeal Settlement*

INFORMATION:

The District has been notified that Northampton County has recommended a proposed settlement for a property currently under appeal for tax assessment. The property owner had an appraisal completed for the property in preparation for the appeal before the Revenue Appeals Board. Northampton County reviewed the appraisal and accepted the appraisal value that reduces the fair market value and the assessed value based on the common level ratio for both the 2011 and 2012 tax year. The District Solicitor reviewed this stipulation, and their execution is recommended.

This information was reviewed with the Board in Executive Session on March 11, 2013.

RECOMMENDATION:

That the Board of School Directors approves the amended Stipulation settling a real estate tax assessment appeal as noted below:

Hanover Glen, Inc., 3298-3394 Jacksonville Road, Bethlehem
Tax Parcel No. M6 21 1 0204, Hanover Township

Finance Items
President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director McKeon made a motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director Burkhardt 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 22, 23, 24, 25, 26, 27, 28 and 29.

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

Motions pass 8-0

29. *Hanover Township Earned Income Tax Litigation*

INFORMATION:

Hanover Township filed a complaint against the City of Bethlehem and Bethlehem Area School District regarding the payment of earned income tax (EIT) collected for the 2011 tax year. Hanover Township authorized the City of Bethlehem to collect EIT on its behalf, and the District also imposed an EIT and authorized the City of Bethlehem to collect EIT on the District's behalf. A dispute arose where the City of Bethlehem improperly paid Hanover Township's EIT to the District.

Legal counsel from both Hanover Township and the District have discussed this complaint and have agreed that the dispute is between the Township and the City of Bethlehem and that the District is merely a stakeholder. This Agreement would dismiss the District without prejudice from this complaint and will remit the Township's EIT received in error within 30 days of the execution of the Agreement.

This information was reviewed with the Board in Executive Session on February 25, and March 11, 2013.

RECOMMENDATION:

That the Board of School Directors approves the Agreement with Hanover Township to dismiss Bethlehem Area School District without prejudice from the earned income tax complaint, and authorizes the Administration to remit the Township's EIT in the amount of $85,027.01 within 30 days of the execution of the Agreement subject to the approval of a separate agreement with the City of Bethlehem and subject to Solicitor's approval.

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director McKeon made a motion to approve Finance Agenda Items 22, 23, 24, 25, 26, 27, 28 and 29. Director Burkhardt 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 22, 23, 24, 25, 26, 27, 28 and 29.

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

Motions pass 8-0

AGREEMENT

THIS AGREEMENT, made this 18th day of March, 2013, by and between **Bethlehem Area School District,** a school district existing and organized under the laws of the Commonwealth of Pennsylvania, with its principal office at 1516 Sycamore Street, Bethlehem, Northampton County, Pennsylvania, 18017 (BASD), and **Hanover Township**, a Township of the second class organized under the laws of the Commonwealth of Pennsylvania, with its principal office at 3630 Jacksonville Road, Bethlehem, Northampton County, Pennsylvania, 18017 (HANOVER).

WHEREAS, HANOVER enacted an ordinance to collect earned income tax (EIT); and

WHEREAS, HANOVER authorized the City of Bethlehem (BETHLEHEM) to collect EIT on its behalf; and

WHEREAS, BASD imposes an EIT; and

WHEREAS BASD authorized BETHLEHEM to collect EIT on its behalf; and

WHEREAS a dispute arose between BETHLEHEM and HANOVER regarding the payment of EIT collected; and

WHEREAS HANOVER asserted that some of its EIT payments were improperly paid to BASD; and

WHEREAS, as a result of this disagreement, a complaint was filed and captioned Hanover Township, Plaintiff vs. City of Bethlehem and Bethlehem Area School District, Defendant, 48 CV 2011-8973 (Northampton County)(LAWSUIT); and

WHEREAS, the dispute is between HANOVER and BETHLEHEM, and BASD is merely a stakeholder.

NOW THEREFORE, intending to be legally bound under the Uniform Written Obligations Act, it is agreed as follows:

1. BASD has identified $85,027.01 of HANOVER'S EIT payments which were improperly paid to BASD by BETHLEHEM.

2. Within thirty (30) days of the execution of this Agreement, BASD shall transmit to HANOVER the sum of $85,027.01 which is the amount so far identified as HANOVER EIT payments.

3. HANOVER and BASD agree that the payment of $85,027.01 does not release BASD from further payments to HANOVER if it is proven that additional HANOVER EIT was improperly to BASD.

4. BASD retains the right to verify any claim asserted by Hanover for additional EIT payments and does not waive the right to reasonably challenge any further claim.

5. Hanover shall dismiss BASD without prejudice from the lawsuit.

6. This Agreement shall toll the applicable statute of limitations for a period of two (2) years from the date of this Agreement so if additional claims arise against BASD relating to the allegations in the above captioned complaint, BASD may be joined as a party to the lawsuit.

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

ATTEST:

BETHLEHEM AREA SCHOOL DISTRICT:	HANOVER TOWNSHIP:
_____	_____
Michael E. Faccinetto President, Board of School Directors	Chair, Hanover Township Commissioners
_____	_____
Stacy M. Gober, Board Secretary	Secretary

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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 32); Treasurer's Report (Page 33); Monthly Bills (Page 34); and Budget Information which is an informational/non-voting item (Page 35). Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Follweiler 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 Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, and President Faccinetto

Motions pass 8-0

Bethlehem Area School DIstrict
2012-13 BUDGET TRANSFERS

March, 2013

FROM ACCOUNT	DESCRIPTION	TO ACCOUNT	DESCRIPTION		AMOUNT	REASON
10-1100-610-000-10-119-000-190-0000	Instr-General Supplies	10-1100-751-000-10-119-000-190-0000	Instr-Non Cap Equip		$ 1,077.50	Projector Screen & Stand
10-5900-840-290-00-000-000-000-0000	Budgetary Reserve-Extra Grants	10-1100-757-174-30-353-000-000-0000	Instr/Hrdwr/Sftwr State Farm Grant		$ 26,000.00	Mac Books,Doc Camera,Mixer, Smartboards,Mics,Camcorders
10-2380-610-000-30-353-000-530-0000	Principal Office-General Supplies	10-1100-761-000-30-353-000-530-0000	Instr-Non Cap Equip Rplc		$ 976.36	Cafeteria chairs
10-2380-751-000-30-353-000-530-0000	Principal Office-Non Cap Equip	10-1100-761-000-30-353-000-530-0000	Instr-Non Cap Equip Rplc		$ 858.50	DVD & VCR Players
10-1290-610-000-00-000-119-LF0-0000	Other Sprt-General Supplies	10-1225-650-000-00-000-119-LF0-0000	Speech Lang Sprt-Supplies/Fees		$ 826.00	Speech Apps & DVD/Photo CD
10-1290-610-000-00-000-119-LF0-0000	Other Sprt-General Supplies	10-1241-757-000-20-241-119-LF0-0000	Learning Sprt-Hrdwr/Sftwr	1	$ 4,200.00	Mac Book, Printer & Software
10-1340-610-000-30-353-000-530-0000	Home Ec-Gen Supplies	10-1340-580-000-30-353-000-530-0000	Home Ec-Travel		$ 100.00	Home Ec Travel for Food Supplies
10-1100-761-000-30-350-000-500-0000	Instr-Non Cap Equip Rplc	10-1360-757-000-30-350-000-500-0000	Business Ed-Hrdwr/Sftwr		$ 1,400.00	Camera,Lens,Filters
10-1691-610-000-30-300-322-SS0-0000	Adult Ed-General Supplies	10-1691-330-000-30-300-322-SS0-0000	Adult Ed-Other Prof Svcs	2	$ 633.00	GED Test Scoring
10-1260-580-000-00-000-119-LF0-0000	Physical Sprt-Travel	10-2160-580-000-00-000-119-LF0-0000	Social Work Svcs-Travel		$ 1,000.00	Social Worker Travel
10-1100-751-000-20-241-000-410-0000	Instr-Non Cap Equip	10-2220-757-000-20-241-000-410-0000	Tech Sprt Svcs-Hrdwr/Sftwr	3	$ 499.00	iPad
10-1290-610-000-00-000-119-LF0-0000	Other Sprt-General Supplies	10-2269-751-000-00-000-119-LF0-0000	Special Ed-Non Cap Equip	3	$ 3,492.50	Special Ed File Cabinets
10-2850-810-000-00-000-110-EB0-0000	State & Fed Svcs-Dues/Fees	10-2271-618-000-30-300-000-EB0-0000	C & I Dev-Admin Sftwr/Licenses		$ 25.00	Restorative Practice License
10-2380-751-000-30-353-000-530-0000	Principal Office-Non Cap Equip	10-2380-438-000-30-353-000-530-0000	Principal Office-Tech Maint		$ 66.14	Laptop Warranty
10-2440-432-000-00-000-000-EH0-0000	Nursing Svcs-Repairs/Maint	10-2440-640-000-00-000-000-EH0-0000	Nursing Svcs-Books/Periodicals		$ 600.00	District Allergy Protocols-Books
10-2420-330-000-00-000-702-EH0-0000	Medical Svcs-Other Prof Svcs-	10-2440-751-000-00-000-000-EH0-0000	Nursing Svcs- Non Cap Equip		$ 2,000.00	Pulse Oximeters
10-2600-752-000-00-000-000-NE0-0000	Facilities-Cap Equip	10-2600-522-000-00-000-000-GE0-0000	Facilities-Auto Liab Ins		$ 2,261.00	4 GMC Vans & Aerial Lift Ins
10-2600-752-000-00-000-000-NE0-0000	Facilities-Cap Equip	10-2600-767-000-00-000-000-NE0-0000	Facilities-Transport/Telecomm Svcs		$ 8,000.00	Mobile Radios
10-2840-538-000-00-000-535-TK0-0000	Data Proc-Transport/Telecomm Svcs	10-2600-538-000-00-000-535-TK0-0000	Facilities-Transport/Telecomm Svcs		$ 95,000.00	Earthlink & T-Mobile Phone Bills
10-2600-415-000-00-000-000-NE0-0000	Facilities-Laundry Svcs	10-2610-810-000-00-000-000-NE0-0000	Facilities Supervisor-Dues/Fees		$ 500.00	PASBO Membership-Maint Sprv
10-1100-640-000-10-102-000-020-0000	Instr-Books/Periodicals	10-2660-751-000-10-102-000-020-0000	Security Svcs-Non Cap Equip		$ 530.20	Two-way Radios
10-2220-618-000-10-102-535-020-0000	Tech Sprt Svcs-Admin Sftwr/Licenses	10-2660-751-000-10-102-000-020-0000	Security Svcs-Non Cap Equip		$ 500.00	Two-way Radios
10-2740-610-000-00-000-670-NT0-0000	Vehicle Svc & Maint-Supplies	10-2720-324-000-00-000-683-NT0-0000	Vehicle Op-Emp Dev Training		$ 6,176.85	Routing Software Training
10-2740-610-000-00-000-670-NT0-0000	Vehicle Svc & Maint-Supplies	10-2720-767-000-00-000-000-NT0-0000	Vehicle Op-Transport/Telecomm Svcs		$ 20,386.00	Two-way Radios for Buses
10-2740-610-000-00-000-670-NT0-0000	Vehicle Svc & Maint-Supplies	10-2740-522-000-00-000-000-GE0-0000	Vehicle Svc & Maint-Auto Liab Ins		$ 5,808.00	Additional Bus Insurance
10-2160-640-391-10-116-000-000-0000	Social Work Svcs-Book/Periodicals	10-2836-324-871-10-116-000-000-0000	Staff Dev Svcs-Prof Ed Svcs		$1,000.00	Young Child Expo & Conference

Bethlehem Area School DIstrict
2012-13 BUDGET TRANSFERS

March, 2013

FROM ACCOUNT	DESCRIPTION		TO ACCOUNT	DESCRIPTION		AMOUNT	REASON
10-2160-640-391-10-116-000-000-0000	Social Work Svcs-Book/Periodicals		10-2836-581-871-10-116-000-000-0000	Staff Dev Svcs-Prof Ed Svcs		$ 1,000.00	Young Child Expo & Conference
10-2240-650-000-00-000-535-TL0-0000	Computer Asst Instr-Supplies/Fees		10-2840-767-000-00-000-535-TN0-0000	Data Proc-Non Cap Hrdwr/Sftwr		$ 13,700.00	Servers for ESchool Plus upgrade
10-2834-581-000-00-000-113-EA0-0000	Staff Dev Non Instr-Travel Conference		10-2850-751-000-00-000-113-EA0-0000	State & Fed-Non Cap Equip		$ 15,000.00	Chairs and Carts
10-1100-610-000-00-000-000-AE0-0000	Instr-General Supplies		10-3210-173-000-10-105-000-AE0-0000	Student Activities-Driver Extra Duty		$ 205.00	L Fowler Memorial Service
10-3210-894-000-30-353-000-530-0000	Student Activities-Student Fees		10-3210-173-000-30-353-000-530-0000	Student Activities-Driver Extra Duty		$ 76.48	PBS Field Trip
10-1100-610-000-00-000-000-AE0-0000	Instr-General Supplies		10-3210-627-000-10-105-000-AE0-0000	Student Activities-Gasoline		$ 30.77	L Fowler Memorial Service
10-3210-894-000-30-353-000-530-0000	Student Activities-Student Fees		10-3210-627-000-30-353-000-530-0000	Student Activities-Gasoline		$ 2.32	PBS Field Trip
10-5900-840-290-00-000-000-000-0000	Budgetary Reserve-Extra Grants		10-3210-757-174-30-353-000-000-0000	Student Activities-Hrdwr/Sftwr	4	$ 1,161.27	Hard drive;Portable PA System; Light Meters for Camera
10-5900-840-290-00-000-000-000-0000	Budgetary Reserve-Extra Grants		10-3210-758-174-30-353-000-000-0000	Student Activities-Cap Hrdwr/Sftwr	4	$ 15,180.00	Portable Sound System-State Farm Grant
10-3250-529-000-30-300-900-DU0-0000	Athletics-Other Insurance		10-3250-580-000-30-300-900-DU0-0000	Athletics-Travel		$ 2,000.00	State Swimming & Wrestling
10-2160-260-872-00-000-000-000-0000	Social Work Svcs-Wrkers Comp		10-3300-610-126-00-000-000-000-0000	Community Svcs-Gen Supplies	5	$ 106.43	Angels to Adorn Supplies
10-2160-260-872-00-000-000-000-0000	Social Work Svcs-Wrkers Comp		10-3300-635-411-20-240-000-000-0000	Community Svcs-Meals/Refresh	5	$ 996.57	Parent Involvement Activity
10-1190-270-471-00-000-153-000-0000	Fed Funded Prgms-Med Self Ins		10-3300-635-411-20-242-000-000-0000	Community Svcs-Meals/Refresh		$ 2,517.95	Student Recognition Breakfasts

Treasurer's Reports

RECOMMENDATION:

That the Board of School Directors approves the Treasurer's Report dated February 28, 2013.

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 32); Treasurer's Report (Page 33); Monthly Bills (Page 34); and Budget Information which is an informational/non-voting item (Page 35). Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Follweiler 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 Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, and President Faccinetto

Motions pass 8-0

Bethlehem Area School District
Treasurer's Report
February 28, 2013

Fund	Beginning Balance January 31, 2013	Receipts	Disbursements	Ending Balance February 28, 2013
10 - General	23,419,928.37	17,607,137.64	16,045,391.79	24,981,674.22
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	737,466.97	705,821.32	79,440.48
52 - Daycare	585,317.59	264,755.21	192,434.57	657,638.23
70 - Scholarships	278,333.49	336.82	-	278,670.31
71 - Self Insurance	7,103,713.02	2,299,137.32	2,142,026.46	7,260,823.88
81 - Student Activity	443,629.74	127,051.32	57,408.04	513,273.02
	$ 34,865,182.51	**$ 21,035,885.28**	**$ 19,143,082.18**	**$ 36,757,985.61**

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	1,177,127.12	-	-	414,611.13	-	-	-	-	1,591,738.25
State	4,311,422.79	-	-	21,731.14	30,299.20	-	-	-	4,363,453.13
Local*	12,106,254.61	-	-	301,124.42	234,456.00	336.82	2,299,137.27	127,051.32	15,068,360.44
Interest Earned	12,333.12	-	-	0.28	0.01	-	0.05	-	12,333.46
Total	17,607,137.64	-	-	737,466.97	264,755.21	336.82	2,299,137.32	127,051.32	**$ 21,035,885.28**

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	10,809,709.60	-	-	274,999.19	178,817.54	-	-	-	11,263,526.33
Operating Expenditures	4,237,219.85	-	-	430,822.13	13,617.03	-	2,142,026.46	57,408.04	6,881,093.51
Debt Service	998,462.34	-	-	-	-	-	-	-	998,462.34
Total	16,045,391.79	-	-	705,821.32	192,434.57	-	2,142,026.46	57,408.04	**$ 19,143,082.18**

*Includes $9M Redemption in CDs

Report of Depositories

	Wells Fargo	PSDLAF	PA INVEST	PLGIT	KNBT	BTFCU	Total
10 - General	7,046,954.12	14,297,368.04	2,207,455.44	1,429,896.62			24,981,674.22
22 - Capital Reserve		2,696,509.75					2,696,509.75
30 - Bond Fund		289,955.72					289,955.72
50 - Food Service		79,440.48					79,440.48
52 - Daycare		657,638.23					657,638.23
70 - Scholarships		220,467.92				58,202.39	278,670.31
71 - Self Insurance		7,260,823.88					7,260,823.88
81 - Student Activity		513,273.02					513,273.02
	7,046,954.12	26,015,477.04	2,207,455.44	1,429,896.62	-	58,202.39	**$ 36,757,985.61**

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
February 28, 2013

Fund	Bank or Instituition	Type	Purchase Date	Maturity Date	Investment Term	Principal Invested	Par Value	Interest Rate	Market Yield	Interest Receivable
General										
	PSDLAF	CD PSDLAF Collateralized CD Pool Term	02/12/13	04/30/13	77	$39,000,000.00	$39,000,000.00	0.150%		$12,341.10
						$39,000,000.00	$39,000,000.00			$12,341.10
	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	0.101%		$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	0.112%		$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	0.117%		$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	0.124%		$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	0.127%		$2,114.59
						$23,701,823.74	$23,712,000.00			$26,296.26
General Total						$62,701,823.74	$62,712,000.00			$38,637.36

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 32); Treasurer's Report (Page 33); Monthly Bills (Page 34); and Budget Information which is an informational/non-voting item (Page 35). Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Follweiler 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 Bonilla, Burkhardt, Cann, Follweiler, McKeon, Ortiz, Patrick, and President Faccinetto

Motions pass 8-0

Budget Information

INFORMATION:

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

Condensed IV Board Summary Report

From 02/01/2013TO02/28/2013

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	52,514,457.54	3,936,167.68	25,522,819.26	0.00	48.60	26,991,638.28
200	EMPLOYEE BENEFITS	27,542,210.30	1,940,315.65	13,905,260.71	-25,873.30	50.39	13,662,822.89
300	PURCHASED PROF & TECH	621,165.83	163,341.50	815,642.24	0.00	131.30	** -194,476.41
400	PURCHASED PROPERTY SVC	513,572.34	948.66	171,773.63	14,492.51	36.26	327,306.20
500	OTHER PURCHASED SVCS	9,766,101.53	1,279,089.37	6,783,383.54	0.00	69.45	2,982,717.99
600	SUPPLIES	1,267,931.25	37,743.39	839,446.08	48,667.32	70.04	379,817.85
700	PROPERTY	343,283.77	51,460.67	298,453.01	30,180.73	95.73	14,650.03
800	OTHER OBJECTS	36,132.00	0.00	430.10	0.00	1.19	35,701.90
	Total	92,604,854.56	7,409,066.92	48,337,208.57	67,467.26	52.27	44,200,178.73

**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.

Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
1200	**INSTRUCTION - SPEC PROG ELEMEN/SECOND**						
100	SALARY	10,382,562.00	815,850.75	5,249,703.90	0.00	50.56	5,132,858.10
200	EMPLOYEE BENEFITS	4,830,237.00	410,511.53	3,025,873.28	0.00	62.64	1,804,363.72
300	PURCHASED PROF & TECH	5,699,161.13	561,088.15	2,228,137.53	0.00	39.09	3,471,023.60
400	PURCHASED PROPERTY SVC	10,453.68	0.00	6,911.02	0.00	66.11	3,542.66
500	OTHER PURCHASED SVCS	2,535,494.00	241,969.04	1,354,191.51	0.00	53.40	1,181,302.49
600	SUPPLIES	225,385.61	2,043.55	171,461.11	8,937.11	80.03	44,987.39
700	PROPERTY	16,895.49	4,079.20	12,636.19	5,152.56	105.28	(1) -893.26
800	OTHER OBJECTS	46,400.00	0.00	13,528.12	375.00	29.96	32,496.88
	Total	23,746,588.91	2,035,542.22	12,062,442.66	14,464.67	50.85	11,669,681.58

Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
1300	**INSTRUCTION - VOCATIONAL EDUCATION**						
100	SALARY	1,882,138.00	201,901.16	1,326,968.14	0.00	70.50	555,169.86
200	EMPLOYEE BENEFITS	721,519.00	88,580.29	607,776.98	0.00	84.23	113,742.02
400	PURCHASED PROPERTY SVC	15,239.45	1,294.55	12,660.80	1,850.00	95.21	728.65
500	OTHER PURCHASED SVCS	5,902,461.00	492,070.40	4,325,361.31	1,574,067.00	99.94	3,032.69
600	SUPPLIES	172,624.64	1,361.66	42,463.56	11,400.21	31.20	118,760.87
700	PROPERTY	97,792.52	238.00	70,658.49	8,245.95	80.68	18,888.08
	Total	8,791,774.61	785,446.06	6,385,889.28	1,595,563.16	90.78	810,322.17

1400 INSTRUCTION - OTHER INSTRUCTION PROG

Condensed IV Board Summary Report

From 02/01/2013TO02/28/2013

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	71,542.44	430,893.16	0.00	54.23		363,590.84
200	EMPLOYEE BENEFITS	161,267.00	14,211.34	84,530.62	0.00	52.41		76,736.38
300	PURCHASED PROF & TECH	727,113.85	163,558.40	821,420.35	0.00	112.97	**	-94,306.50
400	PURCHASED PROPERTY SVC	68.15	0.00	68.15	0.00	100.00		0.00
500	OTHER PURCHASED SVCS	202,247.00	28,740.34	119,416.48	0.00	59.04		82,830.52
600	SUPPLIES	106,920.58	12,484.82	92,278.07	3,093.23	89.19		11,549.28
700	PROPERTY	21,298.93	0.00	20,864.48	169.00	98.75		265.45
800	OTHER OBJECTS	13,000.00	0.00	4,240.20	0.00	32.61		8,759.80
	Total	2,026,399.51	290,537.34	1,573,711.51	3,262.23	77.82		449,425.77

**IU 20 Colonial Academy costs recorded to 1442-322 temporarily until end of yr when actual expenses will be reconciled to actual accts based on student attendance/participation.

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	828.29	0.00	29.94		1,937.71
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	4,917.69	0.00	8.12		55,630.90
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	152.10	3,646.25	0.00	104.35	(2)	-152.10
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	152.10	3,646.25	0.00	53.50		3,168.75
1700	INSTRUCTION - COMMUNITY/JR COLLEGE ED							
500	OTHER PURCHASED SVCS	2,159,750.00	174,948.66	1,459,955.24	699,794.76	100.00		0.00
600	SUPPLIES	0.00	0.00	0.00	0.00	0.00		0.00
	Total	2,159,750.00	174,948.66	1,459,955.24	699,794.76	100.00		0.00
1800	INSTRUCTION - PRE- KINDERGARTEN							
100	SALARY	358,199.00	29,404.33	190,975.72	0.00	53.31		167,223.28

Condensed IV Board Summary Report

From 02/01/2013 To 02/28/2013

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	18,086.49	137,876.57	0.00	65.99	71,030.43
300	PURCHASED PROF & TECH	4,874.34	0.00	0.00	0.00	0.00	4,874.34
400	PURCHASED PROPERTY SVC	20,200.00	0.00	0.00	0.00	0.00	20,200.00
500	OTHER PURCHASED SVCS	3,000.00	0.00	163.66	0.00	5.45	2,836.34
600	SUPPLIES	15,300.00	2,819.00	10,303.09	2,680.76	84.86	2,316.15
800	OTHER OBJECTS	2,525.00	0.00	917.50	0.00	36.33	1,607.50
	Total	613,005.34	50,309.82	340,236.54	2,680.76	55.94	270,088.04

Function 1000 - INSTRUCTION						
Total Expenditure	130,009,736.52	10,746,005.62	70,168,007.74	2,383,232.84	55.80	57,458,495.94
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
	130,009,736.52	10,746,005.62	70,168,007.74	2,383,232.84	55.80	57,458,495.94

Condensed IV Board Summary Report

From 02/01/2013TO02/28/2013

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	414,326.87	2,954,476.08	0.00	54.77	2,439,307.39
200	EMPLOYEE BENEFITS	2,270,474.33	189,763.39	1,435,879.64	0.00	63.24	834,594.69
300	PURCHASED PROF & TECH	119,028.18	1,350.00	8,400.00	18,200.00	22.34	92,428.18
400	PURCHASED PROPERTY SVC	36,648.00	203.92	15,116.51	0.00	41.24	21,531.49
500	OTHER PURCHASED SVCS	5,035.00	252.78	4,302.67	0.00	85.45	732.33
600	SUPPLIES	168,431.76	9,286.94	27,999.70	1,916.38	17.76	138,515.68
700	PROPERTY	935.63	0.00	935.63	0.00	100.00	0.00
800	OTHER OBJECTS	12,133.00	0.00	10,673.00	0.00	87.96	1,460.00
	Total	8,006,469.37	615,183.90	4,457,783.23	20,116.38	55.92	3,528,569.76
2200	SUPPORT SERVICES - SUPPRT SVCS-INSTR STAFF						
100	SALARY	3,271,392.83	270,366.57	1,965,938.89	0.00	60.09	1,305,453.94
200	EMPLOYEE BENEFITS	1,390,334.58	119,590.74	893,236.68	0.00	64.24	497,097.90
300	PURCHASED PROF & TECH	183,865.00	3,834.00	39,013.89	480.00	21.47	144,371.11
400	PURCHASED PROPERTY SVC	57,101.00	0.00	16,368.65	648.00	29.80	40,084.35
500	OTHER PURCHASED SVCS	28,522.93	3,511.77	11,957.51	0.00	41.92	16,565.42
600	SUPPLIES	295,119.72	21,326.50	194,543.99	32,515.21	76.93	68,060.52
700	PROPERTY	31,662.36	380.24	21,969.18	10,424.49	102.30 (3)	-731.31
800	OTHER OBJECTS	14,340.00	98.00	8,223.00	374.00	59.95	5,743.00
	Total	5,272,338.42	419,107.82	3,151,251.79	44,441.70	60.61	2,076,644.93
2300	SUPPORT SERVICES - SUPPORT SERVICES-ADMIN						
100	SALARY	5,659,878.00	444,875.92	3,715,759.65	0.00	65.65	1,944,118.35
200	EMPLOYEE BENEFITS	2,272,912.00	184,200.29	1,523,801.26	0.00	67.04	749,110.74
300	PURCHASED PROF & TECH	1,223,400.00	32,474.36	486,814.93	0.00	39.79	736,585.07
400	PURCHASED PROPERTY SVC	95,088.65	28.00	57,535.40	17,200.00	78.59	20,353.25
500	OTHER PURCHASED SVCS	221,499.33	9,074.12	108,016.40	6,188.80	51.56	107,294.13
600	SUPPLIES	60,927.25	1,885.32	10,532.64	1,511.64	19.76	48,882.97
700	PROPERTY	12,518.14	618.28	10,968.64	50.92	88.02	1,498.58
800	OTHER OBJECTS	83,646.18	0.00	41,337.45	0.00	49.41	42,308.73

Condensed IV Board Summary Report

From 02/01/2013TO02/28/2013

fabrdco4

Account	Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
	Total	9,629,869.55	673,156.29	5,954,766.37	24,951.36	62.09	3,650,151.82
2400	SUPPORT SERVICES - SUPP SVC-PUBLIC HEALTH						
100	SALARY	1,197,818.00	98,626.65	605,367.85	0.00	50.53	592,450.15
200	EMPLOYEE BENEFITS	615,877.00	55,517.07	396,306.45	0.00	64.34	219,570.55
300	PURCHASED PROF & TECH	17,500.00	1,035.00	2,901.00	0.00	16.57	14,599.00
400	PURCHASED PROPERTY SVC	4,594.00	0.00	1,460.04	0.00	31.78	3,133.96
500	OTHER PURCHASED SVCS	16,000.00	190.70	1,494.68	0.00	9.34	14,505.32
600	SUPPLIES	25,711.51	346.32	9,391.50	5,166.10	56.61	11,153.91
700	PROPERTY	4,684.44	0.00	0.00	950.39	20.28	3,734.05
	Total	1,882,184.95	155,715.74	1,016,921.52	6,116.49	54.35	859,146.94
2500	SUPPORT SERVICES - SUPP SERVICES-BUSINESS						
100	SALARY	745,960.00	58,914.72	520,397.04	0.00	69.76	225,562.96
200	EMPLOYEE BENEFITS	345,112.00	28,263.25	246,371.95	0.00	71.38	98,740.05
300	PURCHASED PROF & TECH	149,000.00	0.00	10,914.00	0.00	7.32	138,086.00
400	PURCHASED PROPERTY SVC	194,417.00	967.33	184,290.20	3,502.58	96.59	6,624.22
500	OTHER PURCHASED SVCS	88,640.00	6,181.80	37,572.95	5,576.64	48.67	45,490.41
600	SUPPLIES	49,121.76	1,701.61	41,037.30	5,204.85	94.13	2,879.61
700	PROPERTY	10,000.00	0.00	0.00	0.00	0.00	10,000.00
800	OTHER OBJECTS	35,000.00	3,380.00	9,661.00	0.00	27.60	25,339.00
	Total	1,617,250.76	99,408.71	1,050,244.44	14,284.07	65.82	552,722.25
2600	SUPPORT SERVICES - OP/MAINT PLANT SVCS						
100	SALARY	6,368,929.00	494,294.94	3,944,049.43	0.00	61.92	2,424,879.57
200	EMPLOYEE BENEFITS	3,330,452.00	276,333.40	2,191,161.35	0.00	65.79	1,139,290.65
300	PURCHASED PROF & TECH	375,366.30	17,976.80	172,469.06	20,900.39	51.51	181,996.85
400	PURCHASED PROPERTY SVC	4,577,845.14	244,477.41	2,023,810.14	183,741.44	48.22	2,370,293.56
500	OTHER PURCHASED SVCS	428,300.00	6,964.05	427,892.04	0.00	99.90	407.96
600	SUPPLIES	2,087,939.26	197,359.07	871,423.98	24,866.67	42.92	1,191,648.61
700	PROPERTY	259,898.03	43,777.57	242,448.93	14,803.32	98.98	2,645.78
800	OTHER OBJECTS	2,200.00	355.00	2,029.50	0.00	92.25	170.50

Condensed IV Board Summary Report

From 02/01/2013TO02/28/2013

fabrdco4

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	1,281,538.24	9,875,284.43	244,311.82	58.05	7,311,333.48
2700	SUPPORT SERVICES - STUDENT TRANSP SERVICES						
100	SALARY	2,891,777.00	258,214.86	1,639,119.03	0.00	56.68	1,252,657.97
200	EMPLOYEE BENEFITS	1,505,316.00	134,913.74	965,192.66	0.00	64.11	540,123.34
300	PURCHASED PROF & TECH	15,000.00	2,243.00	14,446.35	0.00	96.30	553.65
400	PURCHASED PROPERTY SVC	75,806.00	1,662.79	61,613.95	0.00	81.27	14,192.05
500	OTHER PURCHASED SVCS	1,012,015.00	2,011.61	109,844.00	800.00	10.93	901,371.00
600	SUPPLIES	897,979.00	131,915.86	545,373.76	49,344.54	66.22	303,260.70
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	6,401,477.00	530,961.86	3,337,935.69	50,144.54	52.92	3,013,396.77
2800	SUPPORT SERVICES - SUPPORT SVCS-CENTRAL						
100	SALARY	1,048,416.00	77,384.86	651,602.47	0.00	62.15	396,813.53
200	EMPLOYEE BENEFITS	965,793.75	96,298.26	636,732.29	0.00	65.92	329,061.46
300	PURCHASED PROF & TECH	177,952.00	11,642.14	85,679.20	15,305.50	56.74	76,967.30
400	PURCHASED PROPERTY SVC	214,137.98	375.00	196,256.29	11,660.00	97.09	6,221.69
500	OTHER PURCHASED SVCS	473,481.40	12,199.16	233,699.97	106,391.36	71.82	133,390.07
600	SUPPLIES	79,926.13	793.37	67,406.20	9,691.00	96.46	2,828.93
700	PROPERTY	216,893.96	4,542.63	10,718.27	138,760.44	68.91	67,415.25
800	OTHER OBJECTS	1,835.00	0.00	1,344.00	0.00	73.24	491.00
	Total	3,178,436.22	203,235.42	1,883,438.69	281,808.30	68.12	1,013,189.23
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

Condensed IV Board Summary Report

From 02/01/2013 To 02/28/2013

fabrdco4

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	53,520,325.86	3,978,307.98	30,828,996.02	686,174.66	58.88	22,005,155.18
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
	53,520,325.86	3,978,307.98	30,828,996.02	686,174.66	58.88	22,005,155.18

Condensed IV Board Summary Report

From 02/01/2013TO02/28/2013

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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
3200	NON INSTRUCTIONAL - STUDENT ACTIVITIES							
100	SALARY	1,245,284.32	190,575.39	790,733.00	0.00	63.49		454,551.32
200	EMPLOYEE BENEFITS	272,301.00	36,401.51	159,985.82	0.00	58.75		112,315.18
300	PURCHASED PROF & TECH	163,700.00	15,266.79	116,749.32	0.00	71.31		46,950.68
400	PURCHASED PROPERTY SVC	17,100.00	0.00	6,514.56	0.00	38.09		10,585.44
500	OTHER PURCHASED SVCS	99,366.64	5,486.91	86,604.49	-153.12	87.00		12,915.27
600	SUPPLIES	157,400.04	8,178.04	127,403.27	11,681.92	88.36		18,314.85
700	PROPERTY	33,627.75	1,048.98	18,553.05	16,011.32	102.78	(4)	-936.62
800	OTHER OBJECTS	38,167.00	316.16	10,173.26	0.00	26.65		27,993.74
	Total	2,026,946.75	257,273.78	1,316,716.77	27,540.12	66.31		682,689.86
3300	NON INSTRUCTIONAL - COMMUNITY SERVICES							
100	SALARY	5,275.20	68.80	1,335.00	0.00	25.30		3,940.20
200	EMPLOYEE BENEFITS	1,055.72	13.69	265.40	0.00	25.13		790.32
300	PURCHASED PROF & TECH	12,951.87	0.00	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	1,910.52	18,230.00	0.00	7.92		211,770.00
600	SUPPLIES	6,036.38	405.45	6,301.95	60.00	105.39	(5)	-325.57
	Total	256,021.17	2,398.46	39,084.22	60.00	15.28		216,876.95
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	259,672.24	1,355,800.99	27,600.12	60.59	899,566.81
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	259,672.24	1,355,800.99	27,600.12	60.59	899,566.81

Condensed IV Board Summary Report

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Account	Description	Exp/Rcvd	Current Budget	Period To Date Exp/Rcvd	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	699.96	32,482.14	1,306.47	74.06	11,829.09
	Total		45,617.70	699.96	32,482.14	1,306.47	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	699.96	32,482.14	1,306.47	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	699.96	32,482.14	1,306.47	74.06	11,829.09

Condensed IV Board Summary Report

From 02/01/2013T02/28/2013

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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
5100	OTHR EXP & FINANCE USES - DEBT SERVICE						
800	OTHER OBJECTS	13,057,351.34	1,005,602.61	7,558,444.57	1,705.44	57.89	5,497,201.33
900	OTHER USES OF FUNDS	10,595,838.66	3.53	10,146,776.80	297,035.66	98.56	152,026.20
	Total	23,653,190.00	1,005,606.14	17,705,221.37	298,741.10	76.11	5,649,227.53
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	1,005,606.14	18,185,508.37	298,741.10	69.35	8,165,742.53
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	1,005,606.14	18,185,508.37	298,741.10	69.35	8,165,742.53

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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	25,088.97	-131,479,794.37	0.00	102.07	2,669,225.37
6112 INTERIM REAL EXTATE TAX	-1,300,000.00	-19,489.37	-568,699.82	0.00	43.74	-731,300.18
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	-2,201.90	-213,180.93	0.00	92.28	-17,819.07
6141 CURR ACT 511 PC FLAT	-231,000.00	-2,201.91	-213,181.01	0.00	92.28	-17,818.99
6143 CURRENT 511 - LST	-289,000.00	-51,788.90	-207,319.49	0.00	71.73	-81,680.51
6151 CURRENT ACT 511 EIT	-10,750,000.00	-1,310,993.08	-7,210,154.17	0.00	67.07	-3,539,845.83
6153 CURR ACT 511 REAL EST	-1,900,000.00	-14,062.27	-968,479.46	0.00	50.97	-931,520.54
6157 CURRENT 511 MERCANTILE	-2,850,000.00	-42,437.30	-429,647.39	0.00	15.07	-2,420,352.61
6211 DISC TAKEN CURR RE TAX	4,017,912.00	-194.01	2,267,107.05	0.00	56.42	1,750,804.95
6212 DISC TAKEN INTERIM RE	0.00	272.39	4,134.81	0.00	0.00	-4,134.81
6311 PENALTIES & INT REAL ES	0.00	395.71	-202,035.86	0.00	0.00	202,035.86
6312 PENALTIES & INT INTERIM	0.00	0.00	-32,250.45	0.00	0.00	32,250.45
6411 DELINQUENT REAL ESTATE	-5,300,000.00	-330,699.30	-2,254,052.19	0.00	42.52	-3,045,947.81
6420 DELINQUENT PC SECT 679	-60,000.00	-4,612.07	-72,233.56	0.00	120.38	12,233.56
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	-12,332.39	-83,620.26	0.00	41.81	-116,379.74
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	-5,034.00	-122,090.64	-70.00	87.25	-17,839.36
6740 FEES	-16,000.00	-1,120.42	-15,710.42	-458.00	101.05	168.42
6750 DISTRICT ACTIVITY-SPECI	0.00	-1,749.96	-2,799.96	0.00	0.00	2,799.96
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	-23,101.03	-65,036.03	-75,460.53	133.80	35,496.56
6920 CONTRIBUTION & DONATION	-178,000.00	-6,821.50	-202,296.43	0.00	113.64	24,296.43

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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	-200.00	-10,820.00	-220.00	15.77	-58,960.00
6943	ADULT EDUCATION TUITION	-65,000.00	0.00	-1,617.00	-440.00	3.16	-62,943.00
6944	RECEIPTS OTHER LEAs IN	-240,000.00	-20,573.16	-152,630.36	-103,906.12	106.89	16,536.48
6970	SVC PROVIDED OTHER FUND	0.00	-10,559.66	140.40	-22,743.64	0.00	22,603.24
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	-12,608.81	-1,759,375.88	-851.83	586.74	1,460,227.71
6992	Energy Effic Incentives	-57,000.00	-6,771.24	-41,388.33	0.00	72.61	-15,611.67
6999	MISCELLANEOUS REVENUE	-115,000.00	-11,089.30	-167,554.21	-2,235.48	147.64	54,789.69
	Total	-152,373,874.00	-1,864,884.51	-144,742,679.80	-207,829.69	95.12	-7,423,364.51

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	-1,864,884.51	-144,742,679.80	-207,829.69	95.12	-7,423,364.51
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-152,373,874.00	-1,864,884.51	-144,742,679.80	-207,829.69	95.12	-7,423,364.51

Condensed IV Board Summary Report

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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
7000 REVENUE STATE SOURCE						
7110 BASIC EDUCATION	-27,044,017.00	-3,897,798.00	-15,591,192.00	0.00	57.65	-11,452,825.00
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	0.00	-3,950,904.00	0.00	60.00	-2,633,939.00
7292 PRE-K COUNTS	-596,600.00	-48,766.67	-341,366.69	0.00	57.21	-255,233.31
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	-83,115.12	-1,470,719.60	0.00	74.47	-503,975.40
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	-2,150,154.75	0.00	61.00	-1,374,276.25
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	-4,311,422.79	-32,975,308.98	0.00	60.21	-21,789,066.02

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	-4,311,422.79	-32,975,308.98	0.00	60.21	-21,789,066.02
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-54,764,375.00	-4,311,422.79	-32,975,308.98	0.00	60.21	-21,789,066.02

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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
8000 FEDERAL REVENUE						
8110 PAYMENTS FED IMPACTED	-30,000.00	-1,966.97	-34,805.05	0.00	116.01	4,805.05
8514 NCLB - TITLE I	-3,101,843.00	-715,978.41	-1,782,876.76	0.00	57.47	-1,318,966.24
8515 NCLB - TITLE II	-702,259.00	-144,072.21	-378,872.67	0.00	53.95	-323,386.33
8516 NCLB - TITLE III	-268,493.00	-86,726.35	-257,582.52	0.00	95.93	-10,910.48
8517 NCLB - TITLE IV-21ST CE	-585,000.00	-228,383.18	-599,603.86	0.00	102.49	14,603.86
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	0.00	-7,620.98	0.00	13.85	-47,379.02
Total	-5,337,891.00	-1,177,127.12	-3,354,508.67	0.00	62.84	-1,983,382.33

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	-1,177,127.12	-3,354,508.67	0.00	62.84	-1,983,382.33
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-5,337,891.00	-1,177,127.12	-3,354,508.67	0.00	62.84	-1,983,382.33

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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
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	-11,620.00	-11,761.90	0.00	52.27	-10,738.10
9990 INSURANCE RECOVERIES	-10,000.00	0.00	-74.46	0.00	0.74	-9,925.54
Total	-32,500.00	-11,620.00	-11,836.36	0.00	36.41	-20,663.64
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	-11,620.00	-11,836.36	0.00	36.41	-20,663.64
	-32,500.00	-11,620.00	-11,836.36	0.00	36.41	-20,663.64
Grand Totals						
Total Expenditure	185,858,648.00	14,984,685.80	102,385,286.89	3,098,314.09	56.75	80,375,047.02
Total Other Expenditure	26,649,992.00	1,005,606.14	18,185,508.37	298,741.10	69.35	8,165,742.53
Total All Expenditures	212,508,640.00	15,990,291.94	120,570,795.26	3,397,055.19	58.33	88,540,789.55
Total Revenue	-212,476,140.00	-7,353,434.42	-181,072,497.45	-207,829.69	85.31	-31,195,812.86
Total Other Revenue	-32,500.00	-11,620.00	-11,836.36	0.00	36.41	-20,663.64
Total All Revenues	-212,508,640.00	-7,365,054.42	-181,084,333.81	-207,829.69	85.31	-31,216,476.50
	0.00	8,625,237.52	-60,513,538.55	3,189,225.50	0.00	57,324,313.05