



MEMORANDUM

September 20, 2013

TO: BOARD OF SCHOOL DIRECTORS

FROM: STACY M. GOBER, BOARD SECRETARY

SUBJECT: REGULAR MONTHLY MEETING – September 23, 2013

The Regular Monthly Meeting of the Board of School Directors of the Bethlehem Area School District will be held on ***Monday, September 23, 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 – September 23, 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
 - August 12, 2013 – Regular Board Meeting Minutes*
 - August 19, 2013 – Special Board Meeting Minutes*
8. Approval of Committee Minutes
 - September 9, 2013 – Board Curriculum Committee Meeting Minutes*
 - September 16, 2013 – Board Finance Committee Meeting Minutes*
9. Financial Report/Payment of Bills
 - Treasurer's Reports – Page 56*
 - Monthly Bills – Page 57*
 - Budget Information (Information Only) – Page 58*
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 of the Bethlehem Area School District was held on Monday, September 23, 2013, at 7:03 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, PA 18017.

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

ROLL CALL

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

Members absent – None - 0

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

The Pledge of Allegiance was recited by all those present.

PLEDGE OF
ALLEGIANCE

President Faccinetto requested a moment of Silent Meditation.

MOMENT OF
SILENT MEDITATION

Dr. Roy stated that there was no Student Recognition this evening.

STUDENT
RECOGNITION

President Faccinetto offered Courtesy of the Floor to visitors. Speakers are asked to come to the podium, stating their name and address. The first Courtesy of the Floor will pertain to matters on the Board agenda. The second Courtesy of the Floor will deal with matters pertaining to school district business. Speakers are limited to five (5) minutes each unless extended at the discretion of the Board President. The Board requests that, when possible, all individuals supporting a like position on a topic select a speaker to present their views to avoid repetition. If that is not possible, all are welcome to speak. As per school board policy, generally, speakers are limited to taxpayers, residents, or employees of this school district. At the conclusion of the School Board Meeting, another block of time will be allocated for public comment. At that time, the same rules will apply. It is asked that speakers observe proper decorum, without personal attacks towards a specific individual or individuals. It is not the custom for the Board to enter into a dialogue at these meetings about concerns. However, the Board does listen with care to issues raised. Speakers will receive responses, in some form, by the Administration.

COURTESY
OF THE FLOOR
TO VISITORS

Mario Acerra (3259 Marchant Drive, Bethlehem) – Mr. Acerra stated that he was speaking on behalf of the Lehigh Valley Charter High School for the Arts and is currently President of the Board of Directors. On behalf of the Board and community, he is asking the BASD Board to approve the charter school's move to the Southside of Bethlehem. In addition to his role at the charter school, he has been a teacher at Northampton Community College for 30 years and serves as the President of the American Federation of Teachers Local 3579. His dedication to education has been lifelong. He is asking the Board to make a decision based on what is best for the education of the charter school students. He is aware of the

challenges that charter schools pose for school districts, but that is not the case with this charter school. This charter school is fulfilling its mission. They offer students with talent in the arts additional opportunities to practice that art that they might not otherwise get. In addition to the charter school's dedication to excellence in the arts, they are equally dedicated to excellence in academics and the standardized scores show that. The Board also has renowned educators from this District which include Tom Kartsotis and Len Perrett. The Board members place academics as the highest priority at the charter school. He is also aware of the issues surrounding the TIF zone, but he asks that the BASD Board separate that decision tonight from the larger issue that you will have to deal with. This charter school wants to be on the Southside to be near the rich arts area and offer events for Southside families. There are currently 16 students from the Southside that attend this charter school, and this might encourage more students to attend. The charter school wants to offer enrichment opportunities set in an educational setting for the benefit of the Southside and the City as a whole. All details are in place for this move. The charter school has all the necessary plans and funding to realize them, including over \$4 million in donations. Please do not let these plans go to waste. Giving oversight over the charter school location to the local school district was intended to ensure that charter schools choose buildings and locations that are safe and conducive to the education of the students. The charter school has such a location on the Southside. He asks the BASD Board to base their decision on the educational needs of the charter school students.

Jack Toy (621 Main Street, Bethlehem) – Mr. Toy stated that he read the Request for Quotation for the Nitschmann Middle School Project, and he believes that Dr. Roy and Dr. Silva should publish a book entitled “Acronyms for Public Education.” He figured out some of the acronyms. He did review everything that was sent to him regarding the request for quotations and it was open-ended. There was no commitment to anyone about money or low bid. There was even a caveat where you can take an idea from someone that does not get the bid and use it if it is in the best interest of the District. However, at the end of the day, the highest bid of the three (3) architects that were interviewed was selected, and it better be worth half of a million dollars as you had the architect come down in price, but they are still higher than the lowest bidder. Why did you ask the people who did the Broughal Middle School building to quote? If they did not do a good job and then they come in very low, did you use them as leverage to get the higher bidder to come down to a level that the taxpayers cannot argue with too much. Everything was by the book, but he is not sure he agrees with the method and does not feel it is the right thing to do. The second item he wanted to speak about is regarding D'Huy Engineering. They are being reimbursed on a percentage of 3.5%, and does that include any reward for them to bring this project in under the projected budget? The last item he wanted to discuss is that he came in this evening and was reviewing the agenda and hopes the Board will discuss as he saw on page 49 that Dr. Roy will be paid \$170,000 going back to July 1, and then further in the agenda he is getting a five (5) year contract. It seems buried within the agenda, and what is the superintendent going to be paid for years two (2), three (3), four (4), and five (5) of his contract?

Scott Hawk (450 High Street, Bethlehem) – Mr. Hawk wanted to thank the Board for the recommendation at the Board Curriculum Committee Meeting when he commented about how passionate he was about the Lehigh Valley Charter High School for the Arts moving to the Southside. His oldest son has graduated from the charter school and doing great at West Chester University, and his other son is a senior at the charter school. There will be 650 students in the new building. They will flood the streets of Bethlehem. The current location of the charter school on the North side looks like a middle school from the 1970s. The new building will be such

an improvement in facilities and further the educational mission. There is only about 20% of the student body at the charter school that are Bethlehem Area School District residents. So, 80% come from outside the District. As a parent, he is excited to see this charter school move to the Southside. He wanted to thank the Administration for making that recommendation to approve the move, and he hopes the Board will approve the move this evening.

Stephen Antalics (737 Ridge Street, Bethlehem) – Mr. Antalics stated that in 1918, the Board announced that it was going to build two new schools, and in 1919, both were given a name of Nitschmann and Liberty. Back then, technology, expertise, and the raw materials were the same and both schools started off with the same opportunities. Now we see that Liberty High School over the years is still standing and has had massive improvements. He is hard pressed to see why Nitschmann is not suffering the same fate as Liberty. Why not keep Nitschmann there and bring it to date like Liberty? Going back to Broughal's construction, there is a state of the art school with a planetarium and a green house, and the student grades are going down. You would think this would induce better performance from the children. The Los Angeles School District is exempt from federal guidelines because of their great performance and high grades. Bethlehem is still under these constraints. The Latino population of Los Angeles is 75% and Bethlehem is 34%, and they are performing better than Bethlehem. Why is this and what is the difference? The principals in the elementary schools have told him that they see a decrease in the quality of the student because of the absence of Pre-K and poor language skills. So, you cannot blame it on the teachers. The quality of the student is dropping in their ability to learn. So what do you do about this? His answer is that the Nitschmann Middle School Project should be put on hold, and the Board should review their priorities. There is absolutely no question in any academic's mind that Pre-K works. Los Angeles has a program available to all children who are Pre-K age based on the ability to pay. In Bethlehem, this has been cut back dramatically on these programs. The people that are suffering the most are the families below poverty level who speak Spanish at home. So what are you going to do? Is the Board going to spend \$41 million for a new school? That money should be spent for Pre-Kindergarten.

Randy Toman (359 Tenth Avenue, Bethlehem) – Mr. Toman had one quick question. He understands that Pennsylvania adopted Common Core, and did Bethlehem Area School District adopt that and are they using that? President Faccinnetto responded that the District follows the state's standards.

Colleen Marzigliano (5218 Cheryl Drive, Bethlehem) – Mrs. Marzigliano wanted to thank the Board for recommending the approval of the move of the Lehigh Valley Charter High School for the Arts to the Southside. She is a parent of two (2) children and one (1) attended the charter school. She believes that both the charter school and Bethlehem Area School District have great educations. They have the ability to educate children properly allowing them to graduate and move onto successful careers. However, for her one (1) child, his career choice was in the Arts. He was able to go to this charter school to pursue his arts. He has since graduated and is in college. Not to say that the high schools are not good, this charter school allowed him to pursue his arts career, similar to the Vo-Tech, by having a half day of academics and a half day arts. He has obtained scholarships because of this. Mrs. Marzigliano is still very active in the charter school. She believes their mission is to educate students both academically as well as in the arts. The building that they are currently in is not fulfilling their needs. The new school on the Southside will improve the area down there and is a great fit down there. It will bring much more business there. The students are excited about the school.

Alexandra Shade-Newell (President of Touchstone Theatre in Bethlehem) – Mrs. Shade-Newell has a son who attends the Lehigh Valley Charter High School for the Arts, and she is also the President of the Touchstone Theatre. It is a fabulous idea to move the charter school to the Southside. The school is small and overcrowded. With the vibrancy of the creative arts in Southside, it will add to the area. At Touchstone they believe that you need to create a really creative citizenship, and this charter school will do this.

President Faccinetto welcomed the Student Board Representatives for the 2013-2014 school year. For Freedom High School, Michael Samuelson is the representative and Caitlin McCadden is the alternate representative. For Liberty High School, Emma Ellick-Frank is the representative and Natalie Hart is the alternate representative.

REPORTS OF THE STUDENT REPRESENTATIVES

Michael Samuelson – Freedom High School Student Board Representative – Mr. Samuelson stated that Freedom is well on its way to a memorable year in all areas whether it would be in athletics, academics, community service, or the arts. The boys' cross country team started the new season with incredibly high expectations and has surpassed those expectations thus far. After ending last year with an undefeated season which included the league and district championships, they started the season off with a 6-0 start on all meets, and they are looking to repeat being champions this year. Unfortunately, Freedom's football team is not experiencing the same success with a 1-3 record. This, however, has not quenched the school's spirit. At the football game this week with Nazareth, Freedom students will be wearing green t-shirts in honor of Matthew Green who is a teacher in the Nazareth School District who disappeared during the summer while on vacation. Freedom also hosted the Colors for Kids 5-K which is one of the first fundraisers for this year's BASD's mini-thon. This year's mini-thon will be held at Freedom in April. Seniors are working on college applications. On a final note, the Theater Company is getting ready for their fall production, *The Drowsy Chaperone*, and held auditions. The spring production will be *Crazy for You*.

Emma Ellick-Frank – Liberty High School Student Board Representative – Ms. Ellick-Frank stated that the energy at Liberty is in full swing. Even before school began, Liberty was humming with activity and excitement with the band and athletic teams. On the first day of school, upperclassmen rejoiced in a few final hours of sleep as freshmen students had orientation to acquaint themselves with the campus. The freshmen have quickly adjusted to the fast paced halls at Liberty and have been fully integrated and welcomed into the LHS community. Athletics has also had a great start. The field hockey team is 6-3. The girl's volleyball team is preparing for the Big Pink game to raise money for breast cancer awareness research. The cross country team had a great time at Hershey where they participated in pre-States. Coach Horvath of the boy's soccer team celebrated his 100th win last Wednesday. The football team has celebrated two (2) wins. The cheering section is bigger and louder this year. Community outreach groups are up and running with Big Brother and Big Sister, BASD mini-thon, and the National Honor Society. All of them are planning events to get students involved with the community. Both Liberty and Freedom's mini-thons have held frozen yogurt nights, and a 5-K Color Run to raise money for pediatric cancer. Induction of new members to the National Honor Society will be held on October 17 at 7:00 p.m. in the Auditorium. The band has already put in over 100 hours practice since August. The band is preparing for the Efforta and Celtic Classic parades this week, as well as for the Rose Bowl Parade in January. The bagpipe corps recently performed at the VIA half marathon. The choruses have started practicing for the winter holiday concert. Student Government elections were held the second week of school and officers have already begun to take an active role in school functions. A new aspect of the Student Government is

that the members of each grade level are going to be responsible for participating in a charity project. This will promote service to the community and give elected positions more meaning. The Student Government is also busy preparing for the homecoming dance. Life is fully underway at Liberty, and there is a general atmosphere of focus, dedication, and passion that promises to make the next eight (8) months a fabulous and successful year.

President Faccinetto asked for a motion to approve the minutes for the August 12, 2013, Regular Board Meeting; and August 19, 2013, Special Board Meeting.

APPROVAL OF
MINUTES

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

MOTION TO ACCEPT
MINUTES

President Faccinetto asked if there was any discussion regarding the minutes. Seeing none, he called for a voice vote to accept the minutes for the August 12, 2013, Regular Board Meeting; and August 19, 2013, Special Board Meeting.

VOICE VOTE TO
ACCEPT MINUTES

Motions pass 9-0

President Faccinetto asked for a motion to approve the minutes for the September 9, 2013, Board Curriculum Committee Meeting and September 16, 2013, Board Finance Committee Meeting.

APPROVAL OF
COMMITTEE MINUTES

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

MOTION TO ACCEPT
COMMITTEE MINUTES

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

Director Follweiler stated that she had a slight correction which has been corrected for the final version on the website. The correction was that the Open House by CIU 20 at the Early Learning Center (formerly SPARK building) is from 4:00 to 6:00 p.m.

President Faccinetto called for a voice vote to accept the minutes for the September 9, 2013, Board Curriculum Committee Meeting and September 16, 2013, Board Finance Committee Meeting as amended.

VOICE VOTE TO
ACCEPT MINUTES

Motions pass 9-0

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Treasurer's Report (Page 56); Monthly Bills (Page 57); and Budget Information which is an informational/non-voting item (Page 58).

FINANCIAL REPORTS/
PAYMENT OF BILLS

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

MOTION TO ACCEPT
FINANCIAL
REPORT/PAYMENT OF
BILLS

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

ROLL CALL VOTE

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

Motions pass 9-0

President Faccinetto stated that on the agenda this evening there is a new contract for Dr. Roy which would extend his time with Bethlehem through June 30, 2019. He first publicly mentioned the idea of negotiating the new contract at the July Board Meeting and that the Board was completing his evaluation and negotiating a new contract. There is also a pay raise that is retroactive to the fiscal year which began July 1. Dr. Roy has been with the District for three (3) years and has not had a pay raise in three years, and his contract does not afford any pay raises unless determined by the Board. So, there are no guaranteed raises.

PRESIDENT'S
COMMUNICATIONS

In August 2010 when Dr. Roy first began in the District, it was safe to say that the District did lack central leadership and there was disorganization. The finances were a disaster as the District was reeling from the swaps. The curriculum was not aligned per a consultant the prior year. The District also lacked professional expertise in human resources and facilities. It is not to say the District was a bad place, it was a fantastic District, but there was work to be done.

Today, a lot of those issues have been corrected under Dr. Roy's leadership. There is a roadmap that is followed and where the District is headed. We have all cabinet positions filled with experts in their respective fields that work together for the District. There is openness and transparency in the superintendent's office which the press would agree as there is nothing hidden. We are 22 schools strong and 22 united schools. Dr. Persing, the former interim superintendent, used to say that all 22 schools work together for one cause, and they are not 22 individual buildings doing their own thing. Dr. Roy has forged multiple community partnerships both non-profit and business related. Community schools have grown. Restorative practices has been incorporated in the high schools to change the behavior of students in a positive way. Media relations have improved. BASD is a player in Pennsylvania education. He is certainly very happy to have Dr. Roy for another five (5) years and to continue that partnership. His contract will come up for vote under human resources section.

Dr. Roy thanked President Faccinetto for those kind remarks, and he looks forward to the next five (5) years for working for the District.

SUPERINTENDENT'S
REPORT

Dr. Roy stated that he had the honor of attending the Bethlehem Fine Arts Commission Reception where they were honoring Jennifer Wescoe with the Bethlehem Fine Arts Tribute to the Arts Award for her work in the theater program at Freedom and her work in the community with the State Farm grant that was received last year.

In addition, the Bethlehem Area Education Foundation is alive and well. This year for the first time in a number of years, the Foundation is making available grants to teachers for up to \$1,000 for innovative projects. They are also making available grants for community partnerships where a teacher or school partners with one of the community organizations. This information has gone out to the schools. The Foundation is reaching out to BASD alumni and businesses within the District to see how we can partner and solicit their support for the Foundation.

President Faccinetto asked if anyone had any items under Unfinished Business.

UNFINISHED BUSINESS

Director Ortiz stated that before Dr. Roy came to the District, diversity was an issue. Dr. Roy has made wonderful partnerships in the community, and in the trust of the community it is there which was not there with our diverse students. She is very thankful that before they had to fight so much and now we are part of this District which is a wonderful thing.

Director Cann stated that she is proud to have Dr. Roy as the superintendent in the District. Every time there is a public meeting there is so much work to do and we move from subject to subject. He is a very strong and vocal component of public education throughout Pennsylvania. He has been an inspiration and motivation for the parents, teachers, and students. He is a true leader in the community. She is glad that Dr. Roy has agreed to stay on for another five (5) years.

Director Follweiler wanted to respond to Mr. Antalics comments earlier in the meeting as he cleverly worked a non-agenda item into the agenda item of the Nitschmann Middle School. Her comment is really based on the Nitschmann decision all together that while Nitschmann was built in 1922, let's not forget it was added on two (2) times after that and there was not the flow between the add ons. The many reasons for Nitschmann to rebuild was not taken likely. It has been four (4) years in coming of Board meetings and delaying the decision and putting it off, and now this Board has made the decision to move forward. She strongly agrees that this school is in dire need of replacement. She does not believe that the repair options were feasible in her mind. Tonight the Board will be voting on the architecture piece, but the entire project needs to be watched, and the Board members now and moving forward will be in place to do that. She hopes that when the school is finished it is a sustainable long living school as many of the schools in the District are. She believes that as a taxpayer and a Board member that this is a project that needs to move forward.

Facilities Items

President Faccinnetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6.

Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6. The motion was seconded by Director McKeon.

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

Director Burkhardt asked that Agenda Item 1, Architectural Services – New Nitschmann Middle School Construction Project be pulled and voted on separately. This was seconded by Director Bonilla.

President Faccinnetto indicated that Agenda Item 1 will be pulled and voted on separately. He asked if there was any discussion regarding Agenda Items 2 through 6. Seeing none, he asked if there was any discussion on Agenda Item 1 before voting on the item.

Director Burkhardt stated that there has been much discussion around the money and the decision that the low bidder has not be chosen. As he listened to the three (3) presentations, he was really looking instructionally and just how the whole piece of the puzzle was going to come together because you only build a middle school once as it will not be ripped down in a few years and build another one. He believes that the architectural firm that is being recommended did the best job and was shocked when they were the highest bidder at that time. However, some of the issues have been resolved in that area. He stated he would have wanted to have this firm no matter what unless they had been just totally out of the ballpark, and it was not a financial issue. It was far more of an issue of how that area/land would be used and how the building was being put together. He believes that we focus so much on just the money piece, but there is another part of that.

RECOMMENDATIONS OF THE ADMINISTRATION

MOTION TO APPROVE
FACILITIES ITEMS 1, 2,
3, 4, 5 AND 6

President Faccinnetto agreed with what Director Burkhardt said. The proposal was not his favorite coming into that night, but after seeing their presentation and the focus that they put on the middle school, the 21st century learning and the floor plan it certainly changed his mind. Their presentation was far better than the others, and money was not an issue.

Seeing no more discussion on Agenda Item 1, President Faccinnetto called for a roll call vote on Agenda Item 1.

ROLL CALL VOTE ITEM
1

Director Vidanage – Yes; Director Bonilla – No; Director Burkhardt – Yes; Director Cann – Yes; Director Follweiler – Yes; Director McKeon – Yes; Director Ortiz – Yes; Director Patrick – Yes; and President Faccinnetto – Yes

Motion passes 8-1

President Faccinnetto called for a roll call vote on Agenda Items 2, 3, 4, 5 and 6.

ROLL CALL VOTE ITEM
2, 3, 4, 5 AND 6

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

Motions pass 9-0

Curriculum Items

President Faccinnetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 7, 8, 9, 10 and 11.

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

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

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

Director Burkhardt asked to separate Agenda Item 7, Lehigh Valley Charter High School for the Arts Relocation and vote on it separately. This was seconded by Director Bonilla.

President Faccinnetto asked if there were any questions regarding Agenda Items 8 through 11.

Director Follweiler asked what PASPA stands for on Agenda Item 11 under Conferences. Mrs. Gober responded that it stands for the Pennsylvania Association of School Personnel Administrators.

Seeing no more discussion on those agenda items, President Faccinnetto asked if there was any discussion on Agenda Item 7.

Director McKeon stated that in regards to Agenda Item 7, he was initially against this move, but he will support it, as his concern is with the Bethlehem Authority and not with the charter school. The District had to find out via a groundbreaking ceremony and wishes the Lehigh Valley Charter High School for the Arts would had come to the District first. He will be supporting this move.

Director Bonilla stated that he is against the move of the charter school. He believes it is the Board's job to stand up for the taxpayers, and when the TIF was proposed and voted on and approved by all to stimulate growth, and we will not be doing that with a school there. This is going against the whole idea of the TIF.

Director Vidanage stated that it was mentioned under Courtesy of the Floor by one of the speakers that the charter school is trying to improve the academics versus the art's approach. He wanted to know if anyone had the median score from the graduates last year from the charter school.

Director Ortiz stated that being from the Southside she has always heard good things about this charter school. She has heard that they are not competing with us. The charter school is providing 650 students quality education which she has always fought for. She has mixed feelings because it is true that we need that money from the TIF, but it is also true that it is going to expose the Southside to many other people, and it is going to help immerse our community in unity. She will be supporting this move for the charter school because she believes in quality education.

Director Patrick stated that she will be voting yes for this move. Her issue is with the City and not the charter school. Her only concern is that our students there receive a quality education.

Seeing no more discussion on Agenda Item 7, President Faccinetto called for a roll call vote on this item.

ROLL CALL VOTE ITEM
7

Director Vidanage – Yes; Director Bonilla – No; Director Burkhardt – Yes; Director Cann – No; Director Follweiler – Yes; Director McKeon – Yes; Director Ortiz – Yes; Director Patrick – Yes; and President Faccinetto – Yes

Motion passes 7-2

President Faccinetto called for a roll call vote on Agenda Items 8, 9, 10 and 11.

ROLL CALL VOTE
ITEMS 8, 9, 10 AND 11

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

Motions pass 9-0

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

MOTION TO APPROVE
FINANCE ITEMS 12, 13,
14, 15, 16, 17, 18 AND 19

Director McKeon made a motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

ROLL CALL VOTE
ITEMS 12, 13, 14, 15, 16,
17, 18 AND 19

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

Motions pass 9-0

Human Resources Items

President Faccinetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

MOTION TO APPROVE
HUMAN RESOURCES
ITEMS 20, 21, 22, 23, 24,
25, 26, 27, 28, 29, 30, 31,
32 AND 33

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

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

Dr. Roy stated that there is a correction to page 31, number 7 and page 32, number 12. They are the middle school after school coordinators, and these positions are not grant funded. It was part of the annual budget adoption for after school programming at the middle schools.

Seeing no more discussion regarding these items, President Faccinnetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

ROLL CALL VOTE
ITEMS 20, 21, 22, 23, 24,
25, 26, 27, 28, 29, 30, 31,
32 AND 33

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

Motions pass 9-0

SUPERINTENDENT’S DIVERSITY COMMITTEE – Director Ortiz stated that a meeting is scheduled for September 26 at 1:00 p.m. at the Education Center.

COMMITTEE REPORTS

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL COMMITTEE:
Director Patrick stated that a meeting was held on September 3. There was a review of the annual report and the six-year Strategic Plan. There was the resignation of the supervisor of curriculum. There were discussions regarding the upgrades to the Annex and the auto technology program. There were updated job descriptions. There was discussion regarding PSBA, and Director Patrick will be the representative at the conference in October at Hershey for the Vo-Tech. The budget was also reviewed. The next meeting is scheduled for October 1.

PSBA – Director Bonilla stated that the PSBA officers were acted upon this evening by the BASD Board, and the PSBA School Leadership Conference is scheduled for next month (October).

COLONIAL INTERMEDIATE UNIT 20 – Director Follweiler stated tomorrow, September 24 from 4:00 to 6:00 p.m. there will be an Open House at the Colonial Early Learning Center, formerly the SPARK building. It is a public open house and all are welcome. The Regular IU Board Meeting is scheduled for Wednesday.

BETHLEHEM RECREATION COMMISSION – Director Follweiler stated that a meeting was held last week. The Halloween Parade is fast approaching and they had a discussion regarding the participation of the grade schools in the District. Letters will be mailed out to the schools’ PTAs. Traditionally, they sent the letter to the principal, and they decided to expand it to the PTAs as well. All of the middle school and high school bands participate. It will be held October 27.

BASD FOUNDATION – President Faccinnetto stated that Dr. Roy gave an update under Superintendent Verbal. He also wanted to indicate that he has a donation card if anyone would like to support any of those grants and is also available online on the District’s website.

NORTHAMPTON COMMUNITY COLLEGE – Mrs. Leeson stated that the Board did not have a meeting in July. This evening she has the August and September reports. The college is putting out a new webpage on careers. On this webpage you will be able to access information about careers locally and what is the education necessary in order to pursue that particular career. The college is going to be renovating the Enrollment Center within the next couple of years, and these renovations will make it more consumer friendly. Athletics were also reviewed. In

2008, the college joined the National Junior College Athletic Association, and this is the two-year equivalent of the NCAA. Since that time, the college has been selected as the “College of the Month” for the second time in two (2) years. There are 35 colleges in this area in this Association, and this is quite an honor to be selected twice. There are 11 inter-collegiate sports, but what is of most interest is to see how the athletes are doing academically and 91 of the athletes have a grade point average of 3.25 and above; nine (9) of the student athletes are ranked as student athletes with the National Junior Athletic Association. There is a 100% participation in community service, and there has been an increase in academic monitoring and has risen from 2.48% to 2.77%. So, this academic focus of the athletic department has been extremely successful. The college has also tried a new program with students on academic probation and has been shown to be highly successful with grades improving. The college has identified five (5) areas of strategic focus, and they have also identified the action items that are going to be done. They have also provided handouts which have the focus areas, tracking the progress, etc. and they are calling it “Trek to the Top.”

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

NEW OR
MISCELLANEOUS
BUSINESS

Director Ortiz stated that Mr. Antalics spoke about a topic that is close to her heart. She would like to remind her fellow Board members that early education is the only way we are going to be able to help improve the gap of the diverse students. If we do not pay attention to this, we are going to be losing more students to charter schools. We are not fighting charter schools. We have to be leaders, and the only way we are going to do that is by getting these students to attend our school and stay in school. We need to invest in early childhood or we will lose them.

Director Vidanage stated that in regards to Mr. Antalics’ comment regarding the Los Angeles School District, he saw that when they built this high school two (2) years ago there was a lot of criticism because Pennsylvania was going through some serious financial hardships, but they went ahead and did this. So, he is wondering with all of the financial difficulties that they went through, why is it they did a better job than us? Is it because of the levels of taxation? What is the difference? Is it the funding levels or something else?

Director McKeon stated he had two (2) items. His first item is for clarification that the reason why the superintendent’s contract is not part of the agenda is because it is not an official document until voted upon. His second item is could Dr. Roy speak to the Pennsylvania Standards as opposed to Common Core and if there is a difference per Mr. Toman’s question. Dr. Roy responded that Pennsylvania approved the Pennsylvania version of Common Core Standards which is very similar to the Common Core. They do not want to use the word “common” anymore so it is the Pennsylvania Core Standards which he believes moves the District in the right direction with higher learning thinking, higher order thinking, and more integration of knowledge. He believes it is a step in the right direction.

Director Follweiler stated that she wanted to elaborate on the subject that Dr. Roy just spoke about. When she moved to the District when she was a young girl, she came from another school district in another state and there was very little in common with where she came from and what she was going into. She felt it was a true detriment to her education. If there had been basics between the sixth and seventh grades, there was a different level of math taught, etc. For those reasons, when the Core Standards come up in discussion, she feels people have a misunderstanding that part of the Core Standards is saying that everybody at this grade level takes this type of study. It is not trying to pigeon hole the schools about

how they teach the course, it is trying to teach the same subject matter at the same grade level. She has a personal interest in this as she wished this was done when she was a student. The second item she wanted to bring up is that she wanted to thank the charter school group that has stayed through the entire meeting. It is wonderful to hear what is going on in the charter school, and for them to hear what is going on in our District. We are going to be going through the building of the schools together with Nitschmann and they are building their charter school. Hopefully we learn some things from each other. She was happy to support the move of the charter school. The TIF issue is with the Authority and not the charter school.

Director Bonilla stated that he just wanted to touch on information he submitted to Dr. Roy on the National Association of Gifted Children conference. He is wondering if he could have any direction from the Board regarding that conference. President Faccinnetto responded that he reviewed the information that was submitted regarding the organization, the website, and award, but the information he would like to see is that it is tied to Director Bonilla's work with the District as a Board member. It is an honorable award, but it was a community award sent to you at the Democratic Association. So, he would like to see the nomination form that states Director Bonilla was nominated for work with the District and not something outside of the District before we ask the taxpayers to pay for the conference.

Director Cann concurred with President Faccinnetto's response. If it is something that was applied for personally or through another organization that does not have anything to do with the District. Taxpayers should not be expected to pay for it. If it was something that was motivated through going through the District informing the Board President and the Superintendent through the application, it could be considered, but we have to be careful as it could be for anyone. As of now, it looks like it is something personal or through another organization, and she does not think the Board can consider it until they know otherwise or have more information.

Director Bonilla stated that he sent information regarding the criteria. As far as the association stated it was a nomination from a member of the community and it is an anonymous process. He also provided the cost analysis to Dr. Roy, and what the association was going to cover. He also provided a schedule of different programs he would be attending. He even provided information on cutting down the visit to one day, and also provided three options. He is upset that he was asked by the Administration to spend that much time gathering information when it wasn't even planned to be discussed or considered. The organization is asking if plans have been finalized.

Director Ortiz stated that she believes this is a Board member who is going to be honored. She would like to know the cost of this. We as Board members do this as a community service and do not get paid for any services we do. If someone wants to honor one of our members, we should stand by that person and we should not be questioning it.

Director Bonilla responded to Director Ortiz's question on the cost of the conference. The first option was to fly (direct flight) in November 7 and fly back November 9 which came out to \$719.80. Option two which was also November 7 through the November 9 with air stops which came out to \$547.60. The third option was fly in and fly out on Friday which came out to \$540.80. The cost to stay for the entire conference which he did not ask for would be \$936. The District also sends teachers to conferences without the teachers having to make requests to the Board which are \$400 and under. This is \$147 more than that request.

Director Follweiler stated that to bring this all into perspective, Director Bonilla sent an email to the Board President and to the Administration asking to be sent to a conference to be paid by the taxpayers to an organization who sent him a letter addressed to the Democratic Party of Bethlehem to honor him as his work for gifted children for the Bethlehem Area School District. The District does not know much about this organization or does Director Bonilla? She believes that this is a wonderful thing that he is being recognized, however, she does not understand why it is unreasonable for this Board to ask for information on a conference that it was unaware of on an award that was sent to a political organization and not the District, nor Director Bonilla's home address. In the past about six (6) years ago, the District stopped the practice of sending people to out-of-state conferences from the Board. We stopped the Board practice of Board members not being questioned for their activity outside of public discussion of the Board. We stopped the practice of spending money on the Board. Yes, we are volunteers and we do this out of our own free will. We do other events in the name of the Board where we eat the expense ourselves. She is not asking Director Bonilla to spend \$719 to go this event, but she also does not believe that it is the business of the Board or the District to pay \$719, and yes we do have a policy that if teachers are going on a conference under \$400, Dr. Roy has the authority to approve it and it is brought to the Board's attention after the fact. Every single penny that this District spends needs to be seen by this Board. So, there is nothing that should be questioned by this Board.

Director Bonilla responded to Director Follweiler's comments that he has no problem with it being questioned, and this is why he submitted this information at the Board's request. This is not through a political organization as though it did say the Democratic Association. It was not the Bethlehem Democratic Party. It was not anything to do with the Democratic party. The organization is a self-sustaining entity outside of the Democratic party of Bethlehem. It was an award for academic work.

President Faccinnetto stated to Director Bonilla that the bigger issue is that we have a Board budget with items budgeted for Board education and expense, and we are spending that budget on the PSBA conference, and in addition, we will have three (3) new Board members coming on board that will have to go to PSBA training which will more than overspend the Board's budget. The only question that was asked at the last meeting was just something that ties the award to Director Bonilla's work with the District, and he does not believe that is an unfair question to ask since nothing he provided identifies him winning the award as a member of the Bethlehem Area School Board. He does not believe that it is an unfair question to ask.

Director Bonilla responded to President Faccinnetto's comments. He did not say it was an unfair question to ask. With the information that was sent regarding the criteria it stated that the award is a community service award which is annually presented to an individual or group that makes a contribution that benefits the development of gifted and talented youth.

Director Burkhardt asked President Faccinnetto where is the Board going with this.

Director Ortiz also stated that if this becomes a precedent then future members must adhere to this. She asked Dr. Roy to respond if Director Bonilla submitted all of the paperwork. Dr. Roy responded that Board members typically do not go through the same process that a teacher or administrator would. Following last week's discussion, the Board had left with some questions which he emailed to Director Bonilla.

Director Ortiz stated that this will create a precedent that the Board will not go over the budgeted amount for Board conferences. Dr. Roy responded that this would be the will of the Board. What is budgeted is basically to cover three (3) Board members to attend the PSBA conference. Director Ortiz responded that the reason we are not going to do this is because we do not have funding at this time?

President Faccineto responded to Director Ortiz's comment that he is only one person. We can go around the table and take a consensus. If five (5) Board members feel that Director Bonilla should go, then he goes and that is the will of the Board. It is not the will of Dr. Roy or him.

Director Ortiz then made a motion to take a consensus whether Director Bonilla can attend this conference.

President Faccineto responded that this can be done now. If you are in favor of Director Bonilla attending, please say yes, and no if you are not.

Director Burkhardt called for a point of order. This requires a vote, does it not? Director Ortiz stated that it is a consensus to end the discussion.

Director Bonilla stated to forget it. For him, it is not about the award. He will not go to the conference. If it is that big of a deal for the District, then forget it. It is not about being honored, he was asked to go there. The District would get recognition and he would get recognition. He would learn at the conference and the connection with the colleges and different organizations that will be attending. He has no problem withdrawing it.

President Faccineto stated if we can take a motion and a second, we can vote on the item and the item can be put to bed.

Director Vidanage had one question. The District is spending a whole lot of money on kids who have other issues, but have we made a commitment to show the District that we are making an investment for the gifted kids? This is only \$800 whether we can learn from this because there are gifted students in the District and what have you done for them? President Faccineto responded that we have a staff and Mrs. Hogan and an entire department that work with gifted children.

Director Ortiz made a motion to move on the consensus. President Faccineto asked if there was a second. Director Patrick seconded the motion.

Director Burkhardt stated that he believes that there is discussion after a motion is made. He thought Mrs. Hogan was going to get back to the Board with some information about whether the District has any relationship with this organization. There are many gifted organizations around the country. Mrs. Hogan responded that the District does not have any relationship with this organization. Dr. Roy also responded that he checked with Dr. Brennan at IU 20, and she was not directly familiar with that organization either.

Director Bonilla stated that he does not know why the Board is going through this motion. He stated that he is withdrawing his request to attend the conference. The award can be mailed to him. He is not looking for recognition. It was to attend the conference to learn about gifted education and bring back something to the District. There is no reason to take a consensus and he is withdrawing the request.

Director Ortiz responded then she will change her motion to withdraw the motion.
Director Patrick seconded the withdrawal of the motion.

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

COURTESY OF THE FLOOR

Stephen Antalics (737 Ridge Street, Bethlehem) – Mr. Antalics stated that he had four (4) comments for the Board. The first is that Director Follweiler gave him more credit than he deserved regarding his comment earlier in the meeting regarding the Nitschmann Middle School. The second item he wanted to comment on is that the charter school is doing something that was not brought up or the Board did not anticipate. The state has a casino host fee which they pay to the state a considerable amount of money, and that money is to correct any impact that casino has on the community. The impact of the community is on the Southside. Those monies have not gone to the impact problem but have gone into the general fund of the City. So the Southside has been ignored, and they have impacted from the casino. However, what the charter school will due is it will put on a vacant desolate lot which is a dead band in the City. It is a dead band, and the people coming east to west see it and it gives a poor impression for business district. So the charter school will enhance that voyage by putting a state of the art building and encourage people to go further beyond the empty desolate lot. His third item is in regards to the Los Angeles School District comment made by Director Vidanage. Mr. Antalics cannot speak to the financials, but he did speak to four (4) different people at the District and all spoke with a foreign accent which is interesting, and they said that Pre-K was the answer. His final comment is that there are two (2) people in the audience that would appreciate the comments about Dr. Roy because he knows they served on the previous Board as he sat at the Board meetings and watched them get beat up and called names, and all they were trying to do was their job for the District and they were not part of the team or social club which was the Board at that time. So, I think that they appreciate the comments, and unfortunately they are not working under Dr. Roy.

Jack Toy (621 Main Street, Bethlehem) – Mr. Toy stated that he was concerned at the beginning of the meeting that something as important as the superintendent's contract appears on the agenda as Item #32. Having a suspicious mind, he did not want anything to slip by him. Given all of the accolades Dr. Roy got, it should have been the first thing on the agenda. He is concerned about the charter schools and as stated before, he served on the Board of the Lehigh Valley Academy for four and a half years. For those present this evening representing the charter school, out of every dollar you get from the District to reimburse you for a student, 75 to 80 cents of that has to be tacked on to the tax bill. Consequently, you have to evaluate what you bring to the table over and above the public school that warrants the taxpayer coming up with another 80 cents on a dollar. So far, the District forks out \$13 million for these charter students plus another million dollars in transportation costs. Also one of the charter schools has an IB program where they have a 200 day school year so the first seven days of this school year, this District had to run buses to transport those students to the charter school. These are additional costs along with what we have to do to defend our own territory, such as adding full-day Kindergarten and raise the tax a half mill to compete with the charter schools, and now they are talking about Pre-K. When he worked in New Jersey as a vice principal, the taxpayer voted on the budget, and if it was defeated twice then a mediator came in and determined what the budget would be for the next year. So being on the other side of the table, we had to be careful how we spent the money. With that said, he still supports good education, and he knows that this charter school that was discussed this evening does do a lot of good things. The last item he wanted to mention is that two weeks ago the Board mentioned uniforms. He is a strong supporter of uniforms

SEPTEMBER 23, 2013

because then you cannot determine who is wealthy or poor. What he would suggest to the Board is that they consider the uniforms, but there is a pilot program in the Allentown School District and see how that is working there. Benefit from what they learned and then go forward here in the District. He spoke to two (2) students from Dieruff, and he was amazed that they like the uniforms. One thing he does not see when he drives past Dieruff is pants hanging down low.

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

Director Vidanage stated that as a follow up to Mr. Antalics' comment regarding Pre-K the state of Maine when they plan to build prisons, they go to the public schools to get reading levels of third grade students and that is how they plan for more prison cells. That reading level can correlate very closely with Pre-K. It costs about \$50,000 to maintain a inmate in prison whereas if you spend an adequate amount of money for Pre-K, you roughly spend \$9,000. So economic wise, we are bringing something to our society. We are 5% of the total world's population, and we have 25% incarcerated people in the whole world, and what does that say? We are supposed to be the greatest nation on earth. Something has failed somewhere. He feels that there are a lot of basic interest groups that want to fatten their balance and the bottom line, and they will encourage anything that would help in that, but they will not worry about the future of this country. He feels that the Montessori system has really taken off and has helped them to deal with students and prepare them to go into grades one and two. He feels that the District should consider bringing up Pre-K.

President Faccinetto asked for a motion for Adjournment. Director Patrick made a motion and was seconded by Director McKeon. The meeting adjourned at 8:39 p.m. ADJOURNMENT

Attest,

Stacy M. Gober
Board Secretary

SMG:dln

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1. *Architectural Services for the New Nitschmann Middle School Construction Project*

INFORMATION:

Proposals were solicited from seven architectural firms and six architectural proposals were received on July 23, 2013. The six proposals were narrowed to three finalist firms: Architecture Furst, Breslin Ridyard Fadero Architects and KCBA Architects. These three firms made presentations to and were interviewed by the Board at a public meeting on August 19, 2013.

The administration recommends that the services of Breslin Ridyard Fadero Architects be engaged to provide design services for the construction of a new Nitschmann Middle School.

This information was reviewed with the Board at the September 9, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes Breslin Ridyard Fadero Architects to provide design services in accordance with their contract and referenced contracted attachments for the construction of a new Nitschmann Middle School at a cost of \$2,250,000.

Account Code and Name: Capital Reserve 4300-330 Arch Svcs Spec Dev Prof Svcs
Balance: \$5,297,224.59

Account Code and Name: Bond Fund 4300-330 Arch Svcs Spec Dev Prof Svcs
Balance: Construction Bonds to be issued beginning 2015

Facilities Items

President Faccinnetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6.

Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6. The motion was seconded by Director McKeon.

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

Director Burkhardt asked that Agenda Item 1, Architectural Services – New Nitschmann Middle School Construction Project be pulled and voted on separately. This was seconded by Director Bonilla.

President Faccinetto indicated that Agenda Item 1 will be pulled and voted on separately. He asked if there was any discussion regarding Agenda Items 2 through 6. Seeing none, he asked if there was any discussion on Agenda Item 1 before voting on the item.

Director Burkhardt stated that there has been much discussion around the money and the decision that the low bidder has not be chosen. As he listened to the three (3) presentations, he was really looking instructionally and just how the whole piece of the puzzle was going to come together because you only build a middle school once as it will not be ripped down in a few years and build another one. He believes that the architectural firm that is being recommended did the best job and was shocked when they were the highest bidder at that time. However, some of the issues have been resolved in that area. He stated he would have wanted to have this firm no matter what unless they had been just totally out of the ballpark, and it was not a financial issue. It was far more of an issue of how that area/land would be used and how the building was being put together. He believes that we focus so much on just the money piece, but there is another part of that.

President Faccinetto agreed with what Director Burkhardt said. The proposal was not his favorite coming into that night, but after seeing their presentation and the focus that they put on the middle school, the 21st century learning and the floor plan it certainly changed his mind. Their presentation was far better than the others, and money was not an issue.

Seeing no more discussion on Agenda Item 1, President Faccinetto called for a roll call vote on Agenda Item 1.

Director Vidanage – Yes; Director Bonilla – No; Director Burkhardt – Yes; Director Cann – Yes; Director Follweiler – Yes; Director McKeon – Yes; Director Ortiz – Yes; Director Patrick – Yes; and President Faccinetto – Yes

Motion passes 8-1

AIA Document B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the 23rd day of September in the year 2013
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Bethlehem Area School District
1516 Sycamore Street
Bethlehem PA 18017
Telephone: 610-861-0500

and the Architect:
(Name, legal status, address and other information)

Breslin Ridyard Fadero Architects
1226 Union Boulevard
Allentown, PA 18109
610-437-9626

for the following Project:
(Name, location and detailed description)

New Nitschmann Middle School
909 W. Union Boulevard
Bethlehem PA 18018

The Construction Manager (Resident Project Engineer):
(Name, legal status, address and other information)

D'Huy Engineering, Inc.
One East Broad St., Suite 310
Bethlehem PA 18018
610-865-3000

The Owner and Architect agree as follows:

- i. To design, obtain approvals and documents for bidding and construction purposes for a new middle school and associated work as further described in the contract and request for proposal.
- ii. That D'Huy Engineering, Inc., as the Resident Project Engineer, will review all drawings and information prepared by the Architect and provide Architect with instructions. Design documents and drawings are to be reviewed at approximately 30%, 60% and 95% completion. Comments, concerns, changes and all instructions shall be forwarded to the Architect in a timely manner. Architect will comply with all instructions provided and address them in a timely manner. If Architect does not comply with instructions, Owner reserves the right to not process Architect's invoice for payment or withhold appropriate amounts until the items are addressed to Owner's satisfaction.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

The term Resident Project Engineer (RPE) shall be interchangeable with Construction Manager (CM) for this project and shall mean D'Huy Engineering, Inc. (DEI).

This document has been modified from the original AIA Document B132-2009. As a result of modifications, the index may not correlate with all sections and topics. The Architect should read the entire document to understand all the requirements.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Has been preliminarily outlined in Attachment A and shall be developed and finalized through the efforts and expertise of the Architect's team with input from Owner and Resident Project Engineer. Final approval of the program and schematic plan shall be obtained from the Owner prior to design development.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The project is construction of a new middle school, demolition of the existing middle school, and master site planning at the existing middle school located in the City of Bethlehem, Lehigh County, PA. Also see Attachment A for other requirements.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

See Request for Proposal Exhibit A which is part of the agreement.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Start design - October 2013

Complete design and approvals – November 30, 2014

Some of the approvals required include:

- PlanCon A through E
- Land development
- any zoning approvals
- Conservation District
- building code department
- Department of Environmental Protection
- Utility approvals

Bid/Award - January/February 2015

PlanCon F and G

.2 Commencement of construction:
April 2015

.3 Substantial Completion date or milestone dates:
June 2017 for construction of new middle school
June 2018 for demolition of existing middle school and site work

.4 Final Completion date:
June 2018

.5 Other:

- a. Milestone dates to be established by Resident Project Engineer.
- b. The dates are subject to change based on municipal/agency approval timelines only and only after approval by Owner and Resident Project Engineer.

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

(Paragraph deleted)

Multiple Prime Contractors through public competitive bid process with separate primes for;

General Construction
HVAC Construction
Electrical Construction
Plumbing Construction
Construction Testing
HVAC Balancing

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and Other Prime Contractors upon mutual agreement of the Owner and Architect.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Fast track – not applicable

Multiple bid packages – applicable

Phased construction – applicable

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

1. LEED certification shall be pursued and checklist for the project shall be developed and maintained by Architect for record keeping purposes.
2. Energy conservation and environmentally responsible design shall be pursued by Architect.
3. All Pennsylvania public bidding requirements shall be part of the specifications furnished by the Architect.
4. All PlanCon forms, except H and J, information and applications shall be completed by the Architect. PlanCon Parts H and J shall be completed by others except for Architect's Certifications.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Mark Stein, P.E.
Bethlehem Area School District
250 East Fairview Street
Bethlehem PA 18018
Telephone: 610-867-8635

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Construction Manager (Resident Project Engineer)
D'Huy Engineering, Inc.
One East Broad St., Suite 310
Bethlehem PA 18018
610-865-3000

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

1. Construction Manager: The Construction Manager (Resident Project Manager) is identified on the title page.

2. Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

Not applicable

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3 Land Surveyor:

included with Civil Engineer which is part of Architect's services. Base survey to be provided by the Owner.

4 Geotechnical Engineer:

Geotechnical Engineer to be by Owner

5 Civil Engineer:

included as part of Architect's services

6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

None

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Robin Breslin
Breslin Ridyard Fadero Architects
1226 Union Boulevard
Allentown, PA 18109
610-437-9626

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

1

(Paragraphs deleted)

Site, Civil Engineer

(Paragraphs deleted)

2 Landscaping

(Paragraphs deleted)

3 Structural

4 Mechanical, Electrical, Plumbing and Technology

5 Food service

6 Acoustics

§ 1.1.12.2 Consultants retained under Additional Services:

1 Site, Civil Engineer

2 Landscaping

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- .3 Structural
- .4 Mechanical, Electrical, Plumbing and Technology
- .5 Food service
- .6 Acoustics

§ 1.1.13 Other Initial Information on which the Agreement is based:

Site, civil, landscaping, structural, food service, HVAC, plumbing, electrical and technology consultants shall be retained at Architect's expense. LEED certification shall also be documented by the above consultants.

The Architect's team of key personnel performing the various services, including consultants, are listed above. The Architect shall not replace any key personnel or consultants assigned to the project without Owner's approval, which approval shall not be unreasonably withheld. Owner reserves the right to interview and approve any key personnel assigned to the project and withhold a fee of up to \$20,000 if Architect re-assigns key personnel without Owner's approval.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million dollars (\$1,000,000.00) for each occurrence and Two Million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage. A per project endorsement shall be added to the aggregate limits.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than One Million dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect shall provide umbrella or excess liability insurance in the amount of \$5 million.

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§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand dollars (\$ 500,000.00).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million dollars (\$ 2,000,000.00) per claim and in the aggregate. The terms, conditions and provisions of the Professional Liability insurance shall be subject to final review and approval of the Owner.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies. The Certificates of Insurance shall provide or indicate that the Owner shall be provided with thirty (30) days written notice prior to any cancellation or non-renewal by the insurance carrier. Within thirty (30) days before any policy shall expire, the Architect shall deliver to the Owner a replacement certificate meeting all of the requirements herein set forth for insurance.

§ 2.6.7 Each policy shall be issued by an insurer licensed to do business in the Commonwealth of Pennsylvania with a Standard & Poor's claims paying rating of least "A-" or by A.M. Best & Company of at least A-.

§ 2.6.8 With respect to any of the insurance policies provided by the Architect pursuant to this Agreement which are 'claims made' policies, in the event, at any time any such policies are cancelled or not renewed, the Architect shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of this Agreement and which provides for retroactive coverage to the date of cancellation or non-renewal to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior 'claims made' policy(ies). With respect to all 'claims made' policies which are renewed, the Architect shall provide coverage retroactive to the date of commencement of Work under this Agreement. All Said substitute or renewed 'claims made' policies shall be maintained in full force and effect for three (3) years from the date of final completion of the Project.

§ 2.6.9 The policies of insurance for General Liability and Automobile Liability shall state that the policies are primary over any insurance carried by Owner or other parties.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Architect's basic services shall also include civil, landscaping, food service, and LEED consulting.

§ 3.1.1 The Architect shall manage the Architect's basic services, consult with the Owner and the Construction Manager, research all applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. The Architect's reliance on information furnished by the Owner and the Owner's consultants shall not however waive the Architect's responsibility to exercise professional judgment or conduct independent review where questions arise or the standard practice in the profession would require further investigation by the Architect.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

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(Paragraph deleted)

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.6 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.7 The Architect shall prepare all information and assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect's basic services shall include attendance at meetings with the Commonwealth of Pennsylvania or any agency of the Commonwealth, municipalities, authorities, zoning boards, planning commissions and other reviewing bodies.

§ 3.1.8 The Architect shall submit feasibility studies prepared by the Owner required for compliance and submission of PlanCon documents. The Architect shall also prepare and submit all PlanCon documents for approval. **PlanCon Parts H and J shall be completed by others except for Architect's Certifications.** The Architect's basic services shall include attendance at meetings with the Department of Education for approval of the Project, including all PlanCon documents.

§ 3.1.9 The Architect shall, through its consultants, coordinate the preparation and submission of all drawings, applications, calculations and reports required to obtain approvals of all approval agencies and utility companies or authorities. The requirements of the approval agencies and utility companies or authorities shall be documented on the construction documents and included as part of the project cost.

§ 3.1.10 The Architect, as part of Basic Services, shall be responsible to obtain and file with Owner background checks that comply with the provisions of Section 1-111 of the Public School Code of 1949, as amended, and Section 6355 of the Pennsylvania Child Protective Services Act, as amended for all of the Architect's employees who will perform services at Owner's work site.

§ 3.1.11 The Architect, as part of Basic Services shall include services for work relating to interactions with a construction manager or separate consultant(s) retained by the Owner.

§ 3.1.12 The Architect, as part of Basic Services, will work with agents retained for providing Building Commissioning services, but shall not provide Building Commissioning services as part of Basic Services. (Commissioning is defined as verification that systems are functioning as designed and specified).

§ 3.1.13 The Architect, as part of Basic Services, will work with agents retained for providing services of carbonate geology engineers and geotechnical engineers. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, and ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

§ 3.1.14 The Owner with the assistance of the Construction Manager, shall have the right to make value engineering changes to the design as it determines to be in the best interest of the Owner and/or the best interest of the Project. At the Owner's request, the Architect shall participate in the value engineering process as part of Basic Services.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of perspective sketches or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The schematic design documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in force as of the date of the development of the documents.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Architect, Resident Project Engineer, and Owner shall incorporate targeted sustainable measures to pursue at a minimum Silver LEED Certification.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents, including schematic plans and outline information identifying the component parts of major building systems, to the Owner and the Construction Manager for approval. The Architect shall meet with the Construction Manager and Owner to review the Schematic Design Documents and make changes necessary so as to obtain approval of the Owner.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall review with the Construction Manager who will reconcile estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. The Architect shall take all practical measures to assure that the design complies with the estimates of the work.

§ 3.2.9 The Architect shall participate in value engineering analysis and provide information requested by Construction Manager for value engineering analysis. Architect shall implement value engineering decisions as directed by Owner and Construction Manager.

§ 3.2.10 Architect and consultants shall prepare life cycle and system options for evaluation of major building systems including, HVAC systems, site grading and design, electrical systems, plumbing systems, structural systems and roof systems.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. The design development documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in force as of the date of the development of the documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall review and participate in reconciliation of estimate and shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.3.4 The Architect shall participate in value engineering analysis and provide information requested by Construction Manager for value engineering studies. Architect shall implement value engineering decisions as directed by Owner and Construction Manager.

§ 3.3.5 Architect and consultants shall prepare life cycle and system options for evaluation of major building systems including, HVAC systems, site grading and design, electrical systems, plumbing systems, structural systems and roof systems.

§ 3.3.6 Architect shall provide Owner with three dimensional color computer model required for public presentation of both the site and building.

§ 3.3.7 Owner's surveyor shall install concrete monuments at all property corners.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The construction documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in force as of the date of the development of the documents.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. Should the Architect fail to incorporate design requirements made necessary by governmental authorities the Architect shall remain solely responsible for correcting the contract documents without additional compensation if the Architect was reasonably expected to be aware of the governmental regulation based on standard of practice in the profession.

§ 3.4.3 During the development of the Construction Documents the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other

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Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner, Solicitor for the Owner, and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents and shall implement the comments and changes provided by the Construction Manager. The Architect shall also review and reconcile estimates of the cost of work and prepare alternate bid items approved by Owner and Construction Manager. The Architect shall revise, as often as necessary, the Construction Documents, at no additional cost to the Owner, so as to comply with the requirements of this paragraph.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in obtaining competitive bids.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents. The Architect shall prepare complete set of bidding documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

1. facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
2. participating in a pre-bid conference for prospective bidders, and
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as modified by the Resident Project Engineer. The AIA Document A232-2009 modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents if the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents could not have been discovered by the Architect through the use of reasonable care. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work if the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents could not have been discovered by the Architect through the use of reasonable care.

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§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the later of the issuance to the Owner of the final Certificate for Payment for all Contractors, issuance of a certificate of occupancy, or submission of record drawings unless extended under the terms of Section 4.3.4.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site not less than once per week and at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall attempt to ensure that the contract documents be adhered to by the Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents if approved by the Owner.

(Paragraph deleted)

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

1. Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The issuance by the Architect of a certificate for payment shall constitute the Architect's representation to the Owner that the contractor is entitled to payment in the amount certified.

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§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

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§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct site visits to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's observations shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.5 The Architect shall ensure that the Contractor provides complete as-built drawings and applicable operations manuals and appropriate training to personnel of the Owner in the operation of all mechanical, electrical, plumbing and other operational systems installed by the Contractor.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect/Owner	
§ 4.1.2 Three preliminary designs	Architect/Owner	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site evaluation and planning (B203™-2007)	Architect	
§ 4.1.6 Building information modeling	Architect	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural interior design (B252™-2007)	Architect	
§ 4.1.10 Value analysis (B204™-2007)	Architect/CM	
§ 4.1.11 Detailed cost estimating	CM/Architect	
§ 4.1.12 On-site project representation (B207™-2008)	CM/Architect	
§ 4.1.13 Conformed construction documents	Architect	
§ 4.1.14 As-designed record drawings	Architect	
§ 4.1.15 As-constructed record drawings	Architect	
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility support services (B210™-2007)		
§ 4.1.18 Tenant-related services		

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§ 4.1.19 Coordination of Owner's consultants	Architect/CM	
§ 4.1.20 Telecommunications/data design	Architect	
§ 4.1.21 Security evaluation and planning (B206™-2007)		
§ 4.1.22 Commissioning (B211™-2007)	Owner/CM	
§ 4.1.23 Environmentally responsible design	Architect	
§ 4.1.24 LEED® certification (B214™-2007)	Architect	
§ 4.1.25 Historic preservation (B205™-2007)		
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	Owner/Architect	

§ 4.1.1 Programming shall include preparing revised program to meet budget. Design shall accommodate future expansion, all site planning, utilities and services, etc.

§ 4.1.7 Architect and Civil Engineer must prepare plans and paperwork required for applicable agency approvals and will attend applicable approval agency meetings so as to obtain approvals for the project.

§ 4.1.12 Architect and MEP construction administrator shall attend at a minimum bi-weekly job conferences at the project site to review work and respond to contractor questions. No payment will be made for travel time. Architect and all other consultants shall also attend job site conferences and/or perform site visits to review work and respond to questions when requested by Owner and/or Construction Manager.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

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(Paragraphs deleted)

Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

- .3 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;

(Paragraphs deleted)

- .4 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- .5 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following as part of the Basic Services:

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(Paragraphs deleted)

Evaluating Claims as the Initial Decision Maker;

- 2 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- 2 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 3 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within fifty one (51) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities typical of an Agency Construction Manager and in accordance with the Construction Manager's contract with the Owner.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

(Paragraph deleted)

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish a base survey to describe physical characteristics, legal limitations and any visible utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall be supplemented by the Architect's Civil Engineer for the Project needs. Concrete Monuments shall be installed at all property corners.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that

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its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Owner shall have no duty to review the Project for faults or defects or the Architect's Instruments of Service for errors, omissions or inconsistencies.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 The Owner shall engage and pay for the services of the Commissioning Agent in accordance with the provisions of the Green Building Council for LEED certification.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to review the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall review the Construction Manager's estimates and shall meet with the Construction Manager to reconcile the estimate. The Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments. The Architect shall implement all changes at no additional cost.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

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- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Project.

§ 6.7 If the Construction Cost, as established by the sum of the bids of the lowest responsible bidders, exceeds the Owner's final approved budget for the Cost of the Work, the Owner shall have the option, in its sole discretion to:

- .1 consent to an increase in the budget ;
- .2 reject bids and direct a rebidding of one or more of the trade contracts;
- .3 abandon the Project; or
- .4 cooperate in revising the scope of the Work so as to bring the Project within 8% of the budget.

§ 6.8 If the Owner elects to rebid under Section 6.7.2 and revise the scope under Section 6.7.4, then the Architect shall, as part of Basic Services and without additional compensation, modify and/or revise the Contract Documents as necessary to reduce the Construction Cost so that the Project is within budget and/or to rebid the Work.

§ 6.9 If the bid (or bids) received exceeds the final Owner's budget by less than eight percent (8%), and the Owner elects to rebid under Section 6.7.4, the Architect shall be compensated for the services required by subparagraph 6.7.4 with compensation in accordance with Section 11, subparagraphs 11.3, 11.4, and 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Notwithstanding the above, the Owner is hereby licensed and permitted on a non-exclusive basis to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project, for additions and/or renovations to the Project, and/or for the completion of this Project by others if the Architect is adjudged to be in default under this Agreement; provided that the Architect shall be relieved of any liability in connection with such future use of the Instruments of Service. The Owner agrees to require appropriate professional review by another professional of any Instruments of Services to determine their suitability prior to their use in connection with any additions or renovations. This paragraph shall be considered license for such use by the Owner under the Architectural Works Copyright Protection Act and/or any other applicable federal or state laws. Notwithstanding any provision of this Agreement (including this paragraph) to the contrary, Owner shall not have the right to convey any of its rights in connection with the Drawings, Specifications or other documents prepared by the Architect to any individual or entity.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Architect shall provide electronic copies in .dwg format of all drawings when requested by Construction Manager or Owner and after completing the appropriate release of documents form. These files shall be provided for use by Owner and contractors for their use on this project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraphs deleted)

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation upon mutual agreement of the Architect and the Owner.

§ 8.2.2 If the Owner and Architect mutually agree to proceed to mediation, then the mediation process shall be administered by ADR Options, Inc., Suite 1100, Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania 19103, in accordance with the mediation procedures of ADR Options, Inc. in effect on the date of this agreement.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not

(Paragraphs deleted)

mutually agree to proceed to mediation, or if the parties do not resolve a dispute through mediation, the method of dispute resolution shall be litigation in the Court of Common Pleas of Lehigh County. No such action solely involving the parties to this Agreement shall be brought, however, until the completion of all work under this Agreement, or earlier termination of this Agreement, unless litigation is commenced to toll a statute of limitation. All such claims, disputes, and other matters in question shall be aggregated for trial in a single lawsuit.

The Architect waives all objections to joinder of the Architect as a party to any mediation or court litigation related to this Project in which the Owner is joined or is otherwise positioned as a party and in which the Architect's conduct or his performance of professional services is in any way relevant to the subject of a dispute. The Architect also agrees to prepare or modify all documents used or prepared by the Architect, including, but not limited to, agreements between the Architect and his Consultants, Agreements between the Owner and other parties, and any General and Supplemental Conditions for Construction for this Project, to reflect this waiver.

(Paragraphs deleted)

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§ 8.2.5 Notwithstanding any other rights or obligations of either of the parties under any Contract Documents or Agreements, the Architect shall carry on with the performance of its services and duties hereunder during the pendency of any claim, and the Owner shall continue to make payments to the Architect in accordance with the Contract Documents. However, the Owner shall be under no obligation to make payments to the Architect of disputed amounts that are part of a Claim during the pendency of any proceeding to resolve such Claims.

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraph deleted)

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension unless the project suspension was due to a default of this agreement by the Architect.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 No Termination Expenses shall be paid by the Owner.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 9.9 Should the Owner attempt to terminate this Agreement, in whole or in part, pursuant to Paragraph 9.4, and sufficient cause is found by a court of competent jurisdiction not to have existed, then the termination shall be considered a termination for the convenience of the Owner and without cause and the limitations set forth in Paragraph 9.6 shall apply.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the General Conditions of the Contract for Construction prepared by the Construction Manager and Architect, and as amended by the Owner, unless the context clearly indicates otherwise.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

(Paragraph deleted)

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include educational records as defined under FERPA, the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "trade secret or confidential proprietary information", the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information or (4) comply with the Pennsylvania Right-to-Know Law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

§ 11.1.1 A lump sum fixed fee of Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00).

§ 11.1.4 Change orders

- i.) Architect's fee for preparing information for project change orders resulting from unknown conditions such as subsurface conditions or changes to final approved bid documents requested by Owner or authorities having jurisdiction shall be based on a time and expense fee after providing an estimate for review and approval by Construction Manager and Owner.
- ii.) Architect's fee for preparing information for other change orders up to a total amount of \$200,000 shall be based on a time and expense fee after providing an estimate for review and approval by Construction Manager and Owner.
- iii.) When change orders, except for those defined in i.) above, exceed \$200,000 and for any items that have been identified in writing by the Owner and RPE to the design team prior to advertising for bids, the Architect's fee shall be zero and the Architect shall pay the premium cost incurred for any change order determined to be an error or omission of the Architect. The determination of error or omission and premium will be based on input of Construction Manager, Owner and Architect. The determination of the Owner regarding the error or omission and premium shall be final.

§ 11.1.5 The design fee for documenting alternates including those currently identified and others that may be developed during design, whether accepted or not, shall be included in the fixed lump sum fee above.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

\$0.00 This work is included as part of basic services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Based on a fixed written proposal or current hourly rates in effect at the time of the service to be submitted by Architect and approved by Owner.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus (), or as otherwise stated below:

Based on a time and expense basis, subject to review and approval by Construction Manager and Owner.

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§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	twelve	percent (	12	%)
Design Development Phase	twenty three	percent (	23	%)
Construction Documents Phase	forty two	percent (	42	%)
Bidding or Negotiation Phase	three	percent (	3	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Not applicable, this is a fixed fee proposal.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

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(Paragraphs deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Postage, handling and delivery for bidding documents or approvals;

.3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

(Paragraph deleted)

.4 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's

(Paragraphs deleted)

consultants.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus two percent (2%) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero \$0.00

In accordance with Section 7.3.1, the Owner shall indemnify Architect in the event Owner uses Architect's Instrument of Service.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time

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to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

3% annual interest.

§ 11.10.3 Subject to Owner's right to withhold payments under Sections 8.2.5 and 11.1.3, the Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 This modified AIA Document B132™ – 2009 Agreement between Owner and Architect, Construction Manager as Advisor Edition as modified by Owner.

.2 AIA Document E202™–2008

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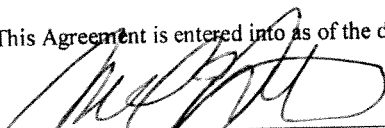
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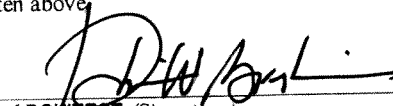
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Request for Proposal (RFP) Exhibit A and all attachments including addenda which were part of the RFP.

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)

Michael E. Facchinetto
(Printed name and title) Bd President


ARCHITECT (Signature)

ROBIN W. BRESLIN, PRESIDENT
(Printed name and title)

Init.

2. *Emergency Mold Remediation at Farmersville Elementary School*

INFORMATION:

On August 21, 2013, suspected mold growth on hard surfaces in several classrooms at Farmersville Elementary School was reported. The Facilities Department, along with D'Huy Engineering, Inc., investigated and found high humidity levels throughout the 300 wing classrooms.

In consultation with the Certified Industrial Hygienist (CIH) that conducts the District's annual indoor air quality testing, a remediation plan was developed to clean all affected rooms and restore the indoor air quality to acceptable levels. The scope of work includes damp wiping all non-porous surfaces including all furniture, walls, and floors. All porous surfaces will be cleaned using a HEPA filter equipped vacuum including all ceilings and carpets. Emergency bids were issued for remediation, and the bid requested an all-inclusive hourly rate to perform the remediation incorporating all contractor costs including prevailing wage labor, cleaning supplies, equipment, overhead, and profit.

The affected rooms will be visually inspected and tested by the CIH after remediation has been completed. Upon receipt of acceptable air sampling results, staff will be allowed to reoccupy affected classrooms. The CIH is an independent third party working directly for the district and not the contractor. Costs associated with the CIH are not included in this bid.

Bids were mailed to four vendors with two bids received at 5:00 p.m., Thursday, August 22, 2013. The bids have been tabulated and reviewed by the appropriate administrative and supervisory personnel.

	Hourly Rate Technician or Laborer	Hourly Rate Supervisor	Ability to Meet the Schedule
Sargent Enterprises, Inc.	\$ 87.00	\$ 88.50	Yes
Total Wrecking & Environmental, LLC	\$125.00	\$ 145.00	No

Due to the emergency nature of the work required to attempt to complete all remediation and testing prior to the start of school on Monday, August 26, the successful bidder commenced work on Friday, August 23, 2013.

The costs associated with this project will have the initial portion of \$40,000 absorbed by the Facilities Department Budget, and the remaining \$88,000 will be paid out of Budgetary Reserve.

This information was reviewed with the Board at the September 9, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors awards the bid for mold remediation in approximately sixteen classrooms at Farmersville Elementary School under the emergency provisions of PA School Code §24 PS 7-751 to Sargent Enterprises, Inc. at a rate of \$87.00/hour for an amount not to exceed \$128,000 in accordance with bid documents.

Account Code and Name: General Fund 2600-431 Repairs & Maintenance Services of Buildings
Account Balance: \$329,490.06

Account Code and Name: General Fund 2600-431 Repairs & Maint Svc of Bldgs Budgetary Reserve

Facilities Items

President Faccinnetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6.

Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6. The motion was seconded by Director McKeon.

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

Director Burkhardt asked that Agenda Item 1, Architectural Services – New Nitschmann Middle School Construction Project be pulled and voted on separately. This was seconded by Director Bonilla.

President Faccinnetto indicated that Agenda Item 1 will be pulled and voted on separately. He asked if there was any discussion regarding Agenda Items 2 through 6. Seeing none, he asked if there was any discussion on Agenda Item 1 before voting on the item.

After discussion and roll call vote on Agenda Item 1, President Faccinnetto called for a roll call vote on Agenda Items 2, 3, 4, 5 and 6.

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

Motions pass 9-0

3. *Emergency Mold Remediation for East Hills Middle School Change Order*

INFORMATION:

On August 13, 2013, suspected mold growth on hard surfaces in several classrooms at East Hills Middle School was reported. Remediation and testing of cleaned rooms started on August 16, 2013, by Sargent Enterprises, Inc., and the contract was approved by the Board at the August 19, 2013, Special Board Meeting for an initial amount of \$80,000.

The scope of the project has required more extensive cleaning of the affected areas of the building than anticipated. The initial cost of \$80,000 associated with this project will be absorbed by the Facilities Department Budget, and the remaining \$79,000 will be paid out of budgetary reserve.

This information was reviewed with the Board at the September 9, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves a change order to the original contract for mold remediation to Sargent Enterprises, Inc. at the original contract rates and for a cost not to exceed \$79,000.

Account Code and Name: General Fund 2600-431 Repairs & Maintenance Services of Buildings
Account Balance: \$329,490.06

Account Code and Name: General Fund 2600-431 Repairs & Maint Svc of Bldgs Budgetary Reserve

Facilities Items

President Faccinnetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6.

Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6. The motion was seconded by Director McKeon.

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

Director Burkhardt asked that Agenda Item 1, Architectural Services – New Nitschmann Middle School Construction Project be pulled and voted on separately. This was seconded by Director Bonilla.

President Faccinnetto indicated that Agenda Item 1 will be pulled and voted on separately. He asked if there was any discussion regarding Agenda Items 2 through 6. Seeing none, he asked if there was any discussion on Agenda Item 1 before voting on the item.

After discussion and roll call vote on Agenda Item 1, President Faccinnetto called for a roll call vote on Agenda Items 2, 3, 4, 5 and 6.

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

Motions pass 9-0

4. *Transportation Schedule for the 2013-2014 School Year*

INFORMATION:

The student transportation schedule for the 2013-2014 school year has been completed. This schedule provides service to public and nonpublic students who are eligible for transportation.

This information was reviewed with the Board at the September 9, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the student transportation schedule for the 2013-2014 school year.

Facilities Items

President Faccinnetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6.

Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6. The motion was seconded by Director McKeon.

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

Director Burkhardt asked that Agenda Item 1, Architectural Services – New Nitschmann Middle School Construction Project be pulled and voted on separately. This was seconded by Director Bonilla.

President Faccinnetto indicated that Agenda Item 1 will be pulled and voted on separately. He asked if there was any discussion regarding Agenda Items 2 through 6. Seeing none, he asked if there was any discussion on Agenda Item 1 before voting on the item.

After discussion and roll call vote on Agenda Item 1, President Faccinnetto called for a roll call vote on Agenda Items 2, 3, 4, 5 and 6.

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

Motions pass 9-0

5. *School Buses Bid Awards*

INFORMATION:

Bids were received and publicly opened at 12:00 p.m., Tuesday, September 3, 2013, for:

72 passenger school buses
30 passenger school buses

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

The Board approved \$150,000 for the lease or purchase of school buses in the 2013-2014 budget. The bids were received with pricing to purchase or lease with the leasing being the most financially advantageous at this time. The awarded amounts represent the one-year cost for a five-year lease of six full sized buses (72 passenger); and four mini buses (30 passenger). At the end of the five-year lease, the buses will be owned by the District.

This information was reviewed with the Board at the September 9, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to award a five-year capital lease for ten school buses to the lowest responsible bidder meeting specifications as indicated on the attached Tabulation of Bids totaling \$149,787.76 per year as indicated below, subject to the proper execution of contract documents and a performance bond as required in the bid specifications.

Wolfington Body Company, Inc. P.O. Box 218 Exton, Pennsylvania 19341	<u>\$100,260.00</u>
Rohrer Bus Sales 1515 State Road P.O. Box 100 Duncannon, Pennsylvania 17020	<u>\$49,527.76</u>

Account Code and Name: General Fund 5110-832 Debt Service Interest Transportation
Account Balance: \$151,258.90

Facilities Items

President Faccinetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6.

Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6. The motion was seconded by Director McKeon.

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

Director Burkhardt asked that Agenda Item 1, Architectural Services – New Nitschmann Middle School Construction Project be pulled and voted on separately. This was seconded by Director Bonilla.

President Faccinetto indicated that Agenda Item 1 will be pulled and voted on separately. He asked if there was any discussion regarding Agenda Items 2 through 6. Seeing none, he asked if there was any discussion on Agenda Item 1 before voting on the item.

After discussion and roll call vote on Agenda Item 1, President Faccinetto called for a roll call vote on Agenda Items 2, 3, 4, 5 and 6.

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

Motions pass 9-0

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

Bid Opening: September 3, 2013

September 23, 2013

**TABULATION OF BIDS
FOR
SCHOOL BUSES**

		Leibensperger Transportation Sales, Inc.	M.A. Brightbill Body Works, Inc.	Rohrer Bus Sales	Wolfington Body Company, Inc.	Qty	Annual Lease Price	Comparative Prices
72 Passenger School Bus								
Purchase	8	No Bid	\$ 80,850.00	\$ 79,911.00	\$ 81,101.00	6		\$ 486,606.00
Lease*	8	No Bid	16,939.48	16,737.97	16,710.00	6	\$ 100,260.00	\$ 501,301.00
30 Passenger School Bus								
Purchase	2	\$ 61,021.00	No Bid	\$ 58,825.00	\$ 61,108.00	4		\$ 244,432.00
Lease*	2	13,128.00	No Bid	12,381.94	12,748.00	4	\$ 49,527.76	\$ 254,961.00
						Total Purchase	10	\$ 731,038.00
						Total 5 yr Lease	10	\$ 149,787.76
						Difference		\$ 25,224.00

BID AWARD

* Annual Lease Amount: Lease is a five year lease to purchase program paid annually with a \$1.00 buy out at the end of the lease program. The first payment is due upon delivery of vehicle(s).

5 specifications mailed
4 bids received

6. Food Service Truck Bid Award**INFORMATION:**

Bids were received and publicly opened at 12:00 p.m., Tuesday, September 3, 2013, for:

2014 International Truck 4300 Series SBA 4x2 with Cargo Box

Four bids were mailed and two bids were received. The bids have been tabulated and reviewed by the appropriate administrative and supervisory personnel. The recommendation of award is based upon the lowest responsible bidder meeting specifications.

Lowe and Moyer Garage, Inc.	\$ 72,000.00
Five Star International, LLC	74,851.00

The cost for the food service truck will be partially funded by Sodexo, with the remainder of the cost being funded from the savings in the natural gas budget due to the mild winter experienced this past year. The last contract bid with Sodexo included \$50,000 to be donated for the purchase of equipment to be used for the lunch program.

This information was reviewed with the Board at the September 9, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to award to the lowest responsible bidder meeting specifications subject to the proper execution of contract documents and a performance bond as required in the bid specifications.

Lowe and Moyer Garage, Inc.
731 Church Street
Fogelsville, Pennsylvania 18051 \$72,000.00

Account Code and Name: Food Services 50-3100-760 Equipment Replacement
Account Balance: \$90,000

Facilities Items

President Faccinetto asked Director Follweiler to make a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6.

Director Follweiler made a motion to approve Facilities Agenda Items 1, 2, 3, 4, 5 and 6. The motion was seconded by Director McKeon.

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

Director Burkhardt asked that Agenda Item 1, Architectural Services – New Nitschmann Middle School Construction Project be pulled and voted on separately. This was seconded by Director Bonilla.

President Faccinetto indicated that Agenda Item 1 will be pulled and voted on separately. He asked if there was any discussion regarding Agenda Items 2 through 6. Seeing none, he asked if there was any discussion on Agenda Item 1 before voting on the item.

After discussion and roll call vote on Agenda Item 1, President Faccinetto called for a roll call vote on Agenda Items 2, 3, 4, 5 and 6.

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

Motions pass 9-0

7. *Lehigh Valley Charter High School for the Arts Relocation*

INFORMATION:

During the summer of 2013, representatives of the Lehigh Valley Charter High School for the Arts informed the Bethlehem Area School District of the school's plans to re-locate to a new site upon completion of construction of a new school. The Arts Charter presented the rationale for a new building to the BASD Board of School Directors at the September 9, 2013, Board Curriculum Committee meeting.

RECOMMENDATION:

That the Board of School Directors approves the Lehigh Valley Charter High School for the Arts request to relocate to 321 East Third Street, City of Bethlehem upon the completion of construction of a new building.

Curriculum Items

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

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

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

Director Burkhardt asked to separate Agenda Item 7, Lehigh Valley Charter High School for the Arts Relocation and vote on it separately. This was seconded by Director Bonilla.

President Faccinetto asked if there was any discussion on Agenda Item 7.

Director McKeon stated that in regards to Agenda Item 7, he was initially against this move, but he will support it, as his concern is with the Bethlehem Authority and not with the charter school. The District had to find out via a groundbreaking ceremony and wishes the Lehigh Valley Charter High School for the Arts would had come to the District first. He will be supporting this move.

Director Bonilla stated that he is against the move of the charter school. He believes it is the Board's job to stand up for the taxpayers, and when the TIF was proposed and voted on and approved by all to stimulate growth, and we will not be doing that with a school there. This is going against the whole idea of the TIF.

Director Vidanage stated that it was mentioned under Courtesy of the Floor by one of the speakers that the charter school is trying to improve the academics versus the art's approach. He wanted to know if anyone had the median score from the graduates last year from the charter school.

Director Ortiz stated that being from the Southside she has always heard good things about this charter school. She has heard that they are not competing with us. The charter school is providing 650 students quality education which she has always fought for. She has mixed feelings because it is true that we need that money from the TIF, but it is also true that it is going to expose the Southside to many other people, and it is going to help immerse our community in unity. She will be supporting this move for the charter school because she believes in quality education.

Director Patrick stated that she will be voting yes for this move. Her issue is with the City and not the charter school. Her only concern is that our students there receive a quality education.

Seeing no more discussion on Agenda Item 7, President Faccinetto called for a roll call vote on this item.

Director Vidanage – Yes; Director Bonilla – No; Director Burkhardt – Yes; Director Cann – No; Director Follweiler – Yes; Director McKeon – Yes; Director Ortiz – Yes; Director Patrick – Yes; and President Faccinetto – Yes

Motion passes 7-2

8. *Roadmap 2.0: A Roadmap to Educational Excellence - One Child at a Time and District Goals*

INFORMATION:

Roadmap 2.0: A Roadmap to Educational Excellence—One Child at a Time and its corresponding District Goals will provide the overall academic direction for the BASD over the coming four years. The district goals provide objective, measureable standards by which to evaluate their achievement.

Additionally, *Roadmap 2.0* will help direct BASD Department Goals and individual School Goals.

This item was reviewed with the Board at the September 9, 2013, Board Curriculum Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached *Roadmap 2.0: A Roadmap to Educational Excellence—One Child at a Time* and corresponding District Goals.

Curriculum Items

President Faccinnetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 7, 8, 9, 10 and 11.

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

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

Director Burkhardt asked to separate Agenda Item 7, Lehigh Valley Charter High School for the Arts Relocation and vote on it separately. This was seconded by Director Bonilla.

President Faccinnetto asked if there were any questions regarding Agenda Items 8 through 11.

Director Follweiler asked what PASPA stands for on Agenda Item 11 under Conferences. Mrs. Gober responded that it stands for the Pennsylvania Association of School Personnel Administrators.

After discussion and a roll call vote on Agenda Item 7, President Faccinnetto called for a roll call vote on Agenda Items 8, 9, 10 and 11.

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

Motions pass 9-0

THE BETHLEHEM AREA SCHOOL DISTRICT
Roadmap 2.0: A Roadmap to Educational Excellence—One Child at a Time

Roadmap 2.0 and District Goals

Context:

The Bethlehem Area School District (BASD) used the International Center for Leadership in Education (ICLE) School Improvement Framework to develop the *BASD Roadmap to Educational Excellence, 2011-2014*. *The Roadmap* identified academic goals and data indicators that guided the BASD's mission to educate the whole child, not just improve standardized test scores. *The Roadmap* also informed annual and five-year goals in the district's different departments

The Roadmap provided the overall academic design (core learning, stretch learning, student engagement, personal skill development), common language, and program focus that have guided the improvement efforts of the district and each of its schools. *The Roadmap* was successful in unifying the BASD community with a common direction and purpose. Having achieved its intended success, the BASD is ready to build upon its success with *Roadmap 2.0: A Roadmap to Educational Excellence—One Child at a Time*.

Description:

We seek to develop each student's interests and abilities so that he/she can be a contributing citizen to the local community and a successful competitor in the global economy.

The BASD will build upon the *Roadmap* by identifying ten contributing frameworks that support increased personalization of the academic program and enhanced connections among students, schools, and the community. The ten frameworks that support core learning, stretch learning, student engagement, and personal skill development are:

- Danielson Framework for Teaching
- Pennsylvania Common Core Standards
- Response to Instruction & Intervention (RtII)
- Comprehensive Literacy/Reading Apprenticeship
- Personalization: Career Pathways/Problem-Based Learning
- Advanced Placement Equity & Excellence
- United Way Community Schools
- Restorative Practices
- Leader in Me
- No Place for Hate

The ten frameworks will support ten (10) specific and measurable goals for student achievement and organizational success.

District Goals, 2014-2018:

Demonstrate annual improvement in each school's *Pennsylvania School Performance Profile Score*. (core learning)

Demonstrate annual improvement in the BASD Graduation Rate. (core learning)

Demonstrate annual improvement in the *Advanced Placement Equity and Excellence Index*. (stretch learning)

Demonstrate annual increases in the number of students who complete BASD cyber-based/distance learning courses. (stretch learning)

Demonstrate annual improvement in perceptions of school climate as measured by the BASD Annual School Improvement Survey of students, teachers, and parents. (student engagement/personal skill development)

Demonstrate annual improvement in the number of students participating in co-curricular activities. (student engagement/personal skill development)

Demonstrate annual improvement in the number and percentage of families participating in school engagement activities by incorporating the United Way Community School Model in a new BASD school each year through 2018. (student engagement/personal skill development)

Each graduate of the Class of 2018 will execute a personalized educational plan in a career pathway that incorporates course work, problem-based learning, community partnership/ concurrent enrollment, and service learning. (all areas)

Complete the New Nitschmann Middle School Project on time and within budget. (organizational)

Maintain the district's financial integrity by maintaining a fund balance in the range of 5% - 8% of the total district budget. (organizational)

STRETCH LEARNING

Frameworks:

Personalization with Career
Pathways and Problem-Based
Learning

Advanced Placement Equity
& Excellence

STUDENT ENGAGEMENT

Frameworks:

United Way Community Schools

Restorative Practices

CORE LEARNING

Frameworks:

Comprehensive Literacy Plan

Response to Instruction &
Intervention

PA Common Core Standards

PERSONAL SKILL DEVELOPMENT

Frameworks:

Leader in Me

No Place for Hate

9. *Accountability Block Grant*

INFORMATION:

The Pennsylvania Department of Education has announced the availability of Accountability Block Grant funding for the Bethlehem Area School District. An electronic eGrant application has been created for the District to apply for funds in the amount of \$665,439 for the 2013-2014 school year.

ABG funding supports districts in establishing, maintaining, or expanding programs that positively impact student learning and the academic environment. The District plans to use these funds to maintain six full-day kindergarten classes, maintain the positions of two high school resource officers, expand the technology resources available at school libraries district wide, and provide staff development focused on best practices for middle school teaming.

This information was reviewed with the Board at the September 9, 2013, Board Curriculum Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes the Administration to submit an application for Accountability Block Grant funding in the amount of \$665,439 for the 2013-2014 school year.

Curriculum Items

President Faccinnetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 7, 8, 9, 10 and 11.

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

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

Director Burkhardt asked to separate Agenda Item 7, Lehigh Valley Charter High School for the Arts Relocation and vote on it separately. This was seconded by Director Bonilla.

President Faccinnetto asked if there were any questions regarding Agenda Items 8 through 11.

Director Follweiler asked what PASPA stands for on Agenda Item 11 under Conferences. Mrs. Gober responded that it stands for the Pennsylvania Association of School Personnel Administrators.

After discussion and a roll call vote on Agenda Item 7, President Faccinnetto called for a roll call vote on Agenda Items 8, 9, 10 and 11.

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

Motions pass 9-0

10. *Social Worker Services from Family Answers*

INFORMATION:

Higher risk students often present social and emotional concerns that must be addressed whereby a Social Worker will be a resource for both staff and students. A Social Worker will provide direct services to students and families in the form of counseling, support, assessment, referral, and follow-up as needed to promote and enhance the overall academic mission of the District and the school that strengthens home, school, and community partnerships and addresses barriers to learning and achievement. The Social Worker will also help provide coordination of referrals to community resources, ensuring as much as possible consistency of quality and service for students and their families. This need was contemplated and discussed during the recent budget development as a focus for the high schools in the 2013-2014 school year.

This information was reviewed with the Board at the September 9, 2013, Board Curriculum Committee Meeting.

RECOMMENDATION:

That the Board of School Directors awards a one year contract to Family Answers in Allentown, Pennsylvania for School Social Worker Services for the 2013-2014 school year not to exceed 30 hours per school per week at Freedom and Liberty High Schools at a cost of \$50 per hour.

Account Code and Account Title: General Fund 2160-300 Social Services Professional Services
Account Balance: \$165,244

Curriculum Items

President Faccinnetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 7, 8, 9, 10 and 11.

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

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

Director Burkhardt asked to separate Agenda Item 7, Lehigh Valley Charter High School for the Arts Relocation and vote on it separately. This was seconded by Director Bonilla.

President Faccinnetto asked if there were any questions regarding Agenda Items 8 through 11.

Director Follweiler asked what PASPA stands for on Agenda Item 11 under Conferences. Mrs. Gober responded that it stands for the Pennsylvania Association of School Personnel Administrators.

After discussion and a roll call vote on Agenda Item 7, President Faccinnetto called for a roll call vote on Agenda Items 8, 9, 10 and 11.

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

Motions pass 9-0

**Bethlehem Area School District
1516 Sycamore Street
Bethlehem, Pennsylvania 18017**

September 10, 2013

Family Answers
411 Walnut Street
Allentown, Pennsylvania 18102
Attn: William B. Vogler, Ph.D., Executive Director

Agreement for Professional Services:

This document serves as a formal service agreement between the Bethlehem Area School District (“District”) and Family Answers (“Family Answers”). The District and Family Answers may hereinafter be collectively referred to as the “Parties”. The Parties, intending to be legally bound, agree to the following terms and conditions.

Background

Family Answers is a Pennsylvania non-profit corporation recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code which operates a social service agency in Allentown, Pennsylvania and specializes in counseling and other community based services. The District has determined that it is in the public interest, meets a community need, and is consistent with its purposes to engage Family Answers to provide professional services at the District’s two High Schools (“Freedom” and “Liberty”), pursuant to the terms set forth below, and Family Answers desires to provide such professional services, pursuant to the terms set forth below.

Professional Services

Pursuant to the terms set forth herein, Family Answers agrees to provide the professional services described on Exhibit A attached hereto (the “Services”). Family Answers shall provide the Services in accordance with generally accepted practices, applicable federal, state and local statutes, rules, regulations and ordinances, applicable standards of accrediting agencies and the applicable bylaws, rules, regulations, policies and procedures of the District. Family Answers shall provide the Services through its employed counselors and/or staff members or through assignees, if applicable, and engaged by Family Answers (each a “Provider”). Family Answers shall, during the Term (as defined below) at its sole cost and expense, ensure that each Provider is credentialed in accordance with the requirements of the District which requirements include, without limitation, completion of criminal, child abuse, and other background checks I compliance with 24 P.S. §1-111 or any amendments thereto. The aforementioned requirements shall be a condition to the provision of Services hereunder and the District shall maintain the right, at any time during the Term of this Agreement, to request and promptly receive documentation from Family Answers confirming that any Provider is so credentialed.

Professional Liability Insurance

Family Answers shall maintain on behalf of each Provider current malpractice, workers compensation, and liability coverage in such amounts not less than amounts required by the laws of the Commonwealth of Pennsylvania. Family Answers shall provide the District with evidence of this coverage at the commencement of his Agreement and at any other time during the Term of this Agreement upon the written request of the District. In addition, Family Answers shall immediately notify the District in writing of any change in or termination of malpractice, workers compensation, and/or liability insurance coverage of any Provider.

Compensation

In connection with the Services to be provided hereunder, the District shall pay Family Answers during the Term the fees set forth on Exhibit A attached hereto (the “Fee”). The Fee provided above constitutes the fair market value of the Services provided hereunder. Other than the Fee, neither Family Answers nor any Provider shall be due any other fees, costs or expenses incurred in providing the Services.

Independent Contractors

In their performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Family Answers and the Providers shall be independent contractors of the District. The District shall neither have nor exercise any control or direction over the methods by which the Providers shall perform their work and functions. The sole interest and responsibility of the District is to ensure that the Services described hereunder shall be performed and rendered in a competent, professional, efficient and satisfactory manner. As “independent contractors,” the Providers shall not be employees of the District, shall not hold themselves out as such and shall not be entitled to any salary, benefits or other compensation from the District. The District shall not withhold any taxes from payments made to Family Answers hereunder and Family Answers will be solely responsible for all taxes relating to such payments. The District will issue Family Answers a Form 1099 at the end of the calendar year for income tax purposes.

Indemnification

Family Answers shall indemnify, defend and hold harmless the District and its affiliates and each of their trustees, officers, employees, contractors and agents from and against any and all liabilities, claims, losses, lawsuits, judgments and expenses, including reasonable attorney’s fees, caused by the negligence, gross negligence or willful misconduct by Family Answers or any of its agents or employees (including any Provider), with respect to the provision of Services hereunder, including, but not limited to, claims for personal injury or medical malpractice.

Term and Termination

This Agreement shall be effective as of September 10, 2013 and shall continue until June 30, 2014 (the “Initial Term”), unless earlier terminated in accordance with the provisions of this Agreement. Upon completion of the Initial Term, and with approval by the District, this Agreement can renew for additional one (1) year periods (“Renewal Terms” and, together with the Initial Term, the “Term”), unless sooner terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the District may terminate this Agreement immediately (a) for cause in the event of a breach of any material term, condition, warranty or representation of this Agreement that remains uncured within ten (10) days after written notice of such breach from the District to Family Answers; and/or (b) for cause in the event any material term or condition of this Agreement is invalid pursuant to any provisions of applicable statutes, rules or regulations or would otherwise cause a party to be in violation of the law and the parties are unable to amend the terms of this Agreement in a mutually agreeable manner. In addition, either party may terminate this Agreement at any time by providing the other party with at least thirty (30) days prior written notice. The termination of this Agreement shall not, in and of itself, be deemed to adversely affect clinical privileges of the Providers, and shall not entitle such Providers to any hearing or appeal.

Referrals

Family Answers and the Providers shall be free to refer clients to health care facilities or community based services as they deem necessary, and nothing contained herein is intended to require and nothing herein shall be construed to require Family Answers or the Providers to make or influence referrals to any specific service or provider.

HIPAA; Confidentiality

Each of the Parties agrees to comply with all applicable federal and state laws governing the confidentiality of patient and consumer information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") and the Family Educational and Privacy Act ("FERPA") (See Act of Aug. 21, 1974, Pub. L. No. 93-380, 88 Stat 484 (codified as amended 20 U.S.C. Sec. 1232g). This provision shall continue in perpetuity after the expiration of this Agreement. Each party shall (1) use and disclose confidential information only as permitted by applicable law, (2) advise the other party promptly of any use or disclosure by such party of confidential information in violation of applicable law, and (3) reimburse the other party for any costs, fees (including consultant's and attorney's fees), expenses, fines and penalties incurred by the other party due to a party's use or disclosure of confidential information in violation of applicable law.

In the event Family Answers and/or a Provider shall have access to, or knowledge of, information of a confidential nature, Family Answers and/or a Provider shall not disclose or use any such information for purposes other than as required by law and/or as necessary and proper for the performance by Family Answers and/or a Provider of the services rendered pursuant to this Agreement.

Governing Law; Dispute Resolution

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. In any equitable action for specific performance or injunctive relief, the Parties hereby submit to the jurisdiction of the courts of Lehigh County, Commonwealth of Pennsylvania. Except for actions for specific performance or injunctive relief, if a dispute or claim should arise that does not get resolved through negotiation of the Parties, the Parties will attempt in good faith to resolve the dispute or claim by mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Rules, before resorting to arbitration. Either party may initiate mediation by filing a submission to mediation with AAA. The mediation shall be conducted in Allentown, Pennsylvania. If the matter has not been resolved by mediation within sixty (60) days of the initiation of such procedure, the controversy may, upon the consent of the Parties be resolved by non-binding arbitration under the Commercial Arbitration Rules of the AAA, by one neutral arbitrator. The arbitration shall be conducted in Allentown, Pennsylvania. The arbitrator shall be an attorney specializing in business litigation who has at least fifteen (15) years of experience with a law firm of over twenty-five (25) lawyers or was a judge of a court of general jurisdiction. Within thirty (30) days of initiation of arbitration, the Parties shall reach agreement upon the arbitrator and the procedures to be followed to assure that the arbitration will be concluded and the award rendered within no more than six (6) months from selection of the arbitrator. Failing such agreement, the AAA will designate the arbitrator and Parties will follow the procedures established by the arbitrator. The arbitration proceedings, together with all discovery made pursuant thereto and statements or documents exchanged by the Parties in connection therewith, shall be kept confidential and shall only be used by such Parties in connection with the arbitration proceedings. All costs of mediation or arbitration shall be evenly divided between the Parties, exclusive of each party's legal fees, each of which shall be borne by the party that incurs them.

Compliance with Laws

The Parties recognize that this Agreement is subject to, and agree to comply with, applicable federal, state and local statutes, rules and regulations. Any provisions of applicable statutes, rules and regulations that invalidate any term of this Agreement, or would cause a party to be in violation of the law, shall be deemed to have superseded such term of this Agreement; provided, however, that all other terms of this Agreement shall continue in full force and effect and without modification and the Parties shall use their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible.

Miscellaneous

This Agreement sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement.

The provisions of the Agreement and any amendments thereto may not be revised or modified except by written amendment upon mutual consent of both Parties.

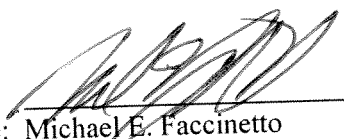
Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.

This Agreement shall be binding upon the Parties, including each party's officers, directors, employees, agents, and any subsidiaries and affiliates, and all officers, directors, employees, agents, thereof, and any respective successors and assigns.

AGREED TO BY:
FAMILY ANSWERS

By: _____
Name:
Title:

BETHLEHEM AREA SCHOOL DISTRICT

By: 
Name: Michael E. Faccinetto
Title: Board President

FEDERAL TAX ID NO.: 24-0862592

EXHIBIT A

Services

General Description

Family Answers will provide contracted social work for the District, split between Liberty and Freedom High schools. This work will include providing direct support to students and their families, as well as assistance to the District with providing outside referrals and coordination for services to District students and their families. The work will be scheduled in coordination with the needs of the two schools, and will average, over the course of the school calendar, up to thirty (30) hours per week at each school. The District is not responsible or liable for any services including transportation provided by Family Answers or other agencies that are provided outside district facilities.

Fees

In exchange for the Services, the District shall pay Family Answers the following fees:

\$50.00 per hour (1) of Services provided.

Family Answers shall deliver an invoice to the District following the completion of each calendar month of the Term, which invoice shall delineate the Fees owed by the District hereunder. The District shall pay Family Answers the Fees owed hereunder within forty-five (45) days of its receipt of such invoice.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C BRUCE ROEHRIG T/A C M STAUFFER INS AGENCY 1275 SOUTH CEDAR CREST BLVD ALLENTOWN PA 18103-	CONTACT NAME: LORA L GUINN PHONE (A/C, No, Ext): (610) 437-7100 E-MAIL ADDRESS: LORA@CMSTAUFFER.COM PRODUCER CUSTOMER ID #FAMILY ANSWERS &/OR FAMILY AND COUN	FAX (A/C, No): (610) 437-6856
INSURED FAMILY ANSWERS &/OR FAMILY AND COUNSELING SVCS OF THE LEHIGH VALLEY 411 WALNUT ST. ALLENTOWN PA 18102-	INSURER(S) AFFORDING COVERAGE INSURER A :CINCINNATI INSURANCE COMPANY 10677 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		CPP 0875638	06/01/2012	06/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SEXUAL MISCONDUCT				/ /	/ /	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC				/ /	/ /	
A	AUTOMOBILE LIABILITY			EBA 0079145	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS				/ /	/ /	
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE			/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A			/ /	/ /	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			CPP 0875638	06/01/2012	06/01/2015	EACH CLAIM 1,000,000 ANNUAL AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

(610) 861-0500 (610) 861-8107

BETHLEHEM AREA SCHOOL DISTRICT
1516 SYCAMORE STREET

BETHLEHEM PA 18017-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

11. Conference

RECOMMENDATION:

1. Russell Giordano February 26-28, 2014
 28th Annual PASPA Conference
 Harrisburg, Pennsylvania
 Professional Education Employment
 Training/Development 2834-324 = \$325.00
 Personnel – Travel 2834-581 = \$435.84
 \$760.84

	Amount	Balance
Estimated Expenses:		
Registration Professional Education Employment		
Training/Development 2834-324	\$325.00	\$52,241.72
Registration Cost = \$325.00		
Lodging, Meals, Transportation		
Personnel - Travel 2834-581	\$435.84	\$38,876.79
Lodging = 2/nights @ \$110.98 = \$221.96		
Meals = 3/days @ \$40/day = \$120.00		
Transportation = 166.16/miles @ \$.565/mile = \$93.88		

Curriculum Items

President Faccinnetto asked Director Burkhardt to make a motion to approve Curriculum Agenda Items 7, 8, 9, 10 and 11.

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

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

Director Burkhardt asked to separate Agenda Item 7, Lehigh Valley Charter High School for the Arts Relocation and vote on it separately. This was seconded by Director Bonilla.

President Faccinnetto asked if there were any questions regarding Agenda Items 8 through 11.

Director Follweiler asked what PASPA stands for on Agenda Item 11 under Conferences. Mrs. Gober responded that it stands for the Pennsylvania Association of School Personnel Administrators.

After discussion and a roll call vote on Agenda Item 7, President Faccinnetto called for a roll call vote on Agenda Items 8, 9, 10 and 11.

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

Motions pass 9-0

12. *Berkheimer OneSource Agreement for Homestead Mailing*

INFORMATION:

On September 3, 2004, Act 72 of 2004, the Homeowner Tax Relief Act became effective. Pursuant to this legislation and reaffirmed in Act 1 of 2006, the District is responsible for issuing annual mailings to all property owners in the District who have not yet applied for the homestead application. This annual mailing must be postmarked by December 30th of each year. The County must certify the names of those residents who have not yet filed to receive such mailings, and they will then process the approvals/denials. As in past years, the County will coordinate this process to expedite the mailing, return, and approval process of these homestead applications. They are working with Berkheimer Outsourcing, Inc., Bangor, to process this information and would prefer that the Districts utilize Berkheimer to prepare and mail the letters/applications so as to allow for electronic uploading of the returned applications for processing. Due to the coordination associated with this mandate, it is in the best interest of all to cooperate with the County in this process. In the last two years, this mailing did not include the courtesy return envelope per the consensus of the Board, and the unit cost for Option B last year was \$0.260.

		<u>Unit Cost</u>	<u>Est Cost</u>		
Option A	Printing, mailing, forms and envelopes including return envelope	\$0.299	\$1,305.43		
Option B	Printing, mailing, forms and envelopes NO return envelope	\$0.265	\$1,156.99	(\$137.15)	*

4,366 BASD applications mailed in 2012

*Est. Cost return envelope

Postage costs for mailing charged in addition at cost.

This information was reviewed with the Board at the September 16, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes Berkheimer OneSource, of Bangor, Pennsylvania, to prepare and mail the homestead applications on behalf of the Bethlehem Area School District in accordance with Act 72 of 2004 and Act 1 of 2006 at a rate of \$0.265 each in accordance with Option B as listed above.

Account Code and Name: General Fund 2330-330 Tax Collection Professional Service
Account Balance: \$129,741.32

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

Director McKeon made a motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.
Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

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

Motions pass 9-0

13. Colonial Intermediate Unit 20 Contract for Service Agreements**INFORMATION:**

The District currently has various educational contracts with Colonial Intermediate Unit (CIU) 20 that provides services to Bethlehem Area School District students where it is more cost effective than for the District to provide the services directly for one or a few students. The CIU 20 Board of School Directors approved these contracts on August 28, 2013. It is recommended that these Agreements be approved as the most effective solution for the students' educational needs.

This information was reviewed with the Board at the September 16, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the following Contract for Service Agreements with Colonial Intermediate Unit 20:

			Effective Dates	Estimated Cost
A.	Transportation Services	Alternative and Regular Education	2013-2014 School Year	\$2.37 per mile per student with actual cost reconciled at end of school year
B.	Translation Services	Ms. Irina Rosario Flynn Liberty HS ESY Pgm	June 25 to July 18, 2013	66 hours at \$32.50 per hour not to exceed \$2,145
C.	Mental Health Treatment Specialist (1)	Emotional Support classes - One day per week at each location: LHS, FHS & Broughal MS	2013-2014 School Year	Not to exceed \$44,027
D.	Mental Health Workers (3)	Emotional Support classes – One MHW at LHS(1), FHS(1), & Broughal MS(1)	2013-2014 School Year	Not to exceed \$152,271
E.	Picture Exchange Communication System (PECS) Staff Training	Autism Training by Dr. Donna Hopstetter	August 12, 2013	6 hours at \$76.50 per hour not to exceed \$459

Account Code, Title and Balance:

General Fund 2720-516 Transportation IU Services	\$ 800,000.00
General Fund 1200-322 Special Education IU Services	\$ 5,826,025.32
General Fund 2271-324 Staff Development Registration	\$ 123,575.00

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

Director McKeon made a motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.
Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

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

Motions pass 9-0

COLONIAL INTERMEDIATE UNIT 20
ALTERNATIVE and REGULAR EDUCATION TRANSPORTATION CONTRACT
For School Year 2013-2014

This CONTRACT entered into this 28th day of August, 2013 by and between COLONIAL
INTERMEDIATE UNIT 20 at 6 Danforth Drive, Easton, PA 18045, hereinafter referred to as CIU20.

AND

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

CIU20 and Bethlehem Area School District agree to enter into a contract where CIU20 will provide and bill directly for Alternative and Regular Education transportation services for 2013-2014. Based on 2012-2013 aggregate miles the Intermediate Unit transported students and providing for our 2013-2014 budgetary increases and anticipated changes in number of students we will transport in 2013-2014, the cost for said service is projected to be \$2.37 per mile, for each student transported. This cost will increase or decrease depending on variations in number of students and miles transported from 2012-2013 and throughout 2013-2014. CIU20 will bill quarterly, (October 15, 2013, January 15, 2014, April 15, 2014 and August 15, 2014) based on our projected cost/mile and will then reconcile actual costs to you when the school year closes and after data and costs have been verified.

The Intermediate Unit will make every effort to accommodate new Transportation Requests for Alternative and Regular Education transportation students in as timely a manner as possible within the existing runs as already established. Should this service require a dedicated, new run to accommodate an overload of students on already existing runs, the Intermediate Unit may need to sub-contract with an outside vendor to accommodate these students until such time as an Intermediate Unit driver or substitute driver can be secured.

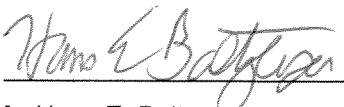
Please return signed agreement following appropriate administrative action to:

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

Colonial Intermediate Unit 20

By: 
Dr. Charlene M. Brennan

Title: Executive Director

Witness: 
Mr. Hans E. Baltzersen

Title: Director of Business Services

Date: August 28, 2013

Bethlehem Area School District

By: 

Title: Board President

Witness: 

Title: Board Secretary

Date: 9/23/13

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

CONTRACT FOR SERVICE
(REVENUE GENERATING)

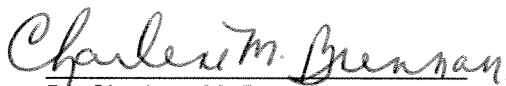
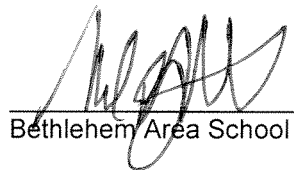
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Bethlehem Area School District, 1516 Sycamore Street, Bethlehem, PA 18017-6099, (610) 861-0500.

Colonial Intermediate Unit 20 will provide Ms. Irina Rosario-Flynn for translation services for a student in the Extended School Year Program at Liberty High School.

The rate for this service is \$32.50 per hour, for 66 hours not to exceed \$2,145.00. This contract will be in effect from June 25, 2013 through July 18, 2013.

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

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

 Dr. Charlene M. Brennan Executive Director	<u>8/28/13</u> Date	 Bethlehem Area School District	<u>9/23/13</u> Date
 Mrs. Dawn M. Hales Secretary to the Board	<u>8/29/13</u> Date	<u>24-0862592</u> Federal ID Number	

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

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

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

CONTRACT FOR SERVICE
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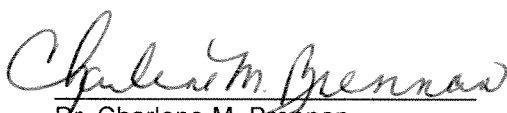
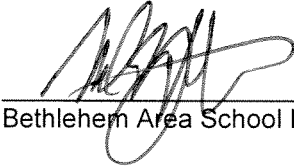
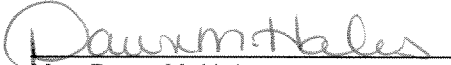
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Colonial Intermediate Unit 20 will provide a Mental Health Treatment Specialist to work in Bethlehem Area School District Emotional Support classes located at Liberty High School, Freedom High School and Broughal Middle School one day per week at each location.

The total cost for said services shall not exceed \$44,027.00. This contract becomes effective the first day of the 2013-2014 school year and terminates at the end of the 2013-2014 school year.

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

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

 Dr. Charlene M. Brennan Executive Director	<u>8/28/13</u> Date	 Bethlehem Area School District	<u>9/23/13</u> Date
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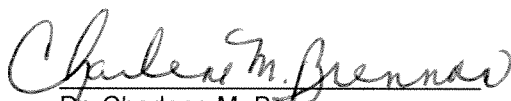
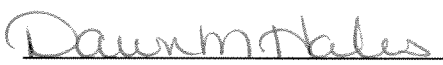
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Bethlehem Area School District, 1516 Sycamore Street, Bethlehem, PA 18017-6099, (610) 861-0500.

Colonial Intermediate Unit 20 will provide three (3) Mental Health Workers in Bethlehem Area School District Emotional Support classes located at Liberty High School, Freedom High School and Broughal Middle School.

The total cost for said services shall not exceed \$152,271.00. This contract becomes effective the first day of the 2013-2014 school year and terminates at the end of the 2013-2014 school year.

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

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

 Dr. Charlene M. Brennan Executive Director	<u>8/28/13</u> Date	 Bethlehem Area School District	<u>9/23/13</u> Date
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(REVENUE GENERATING)

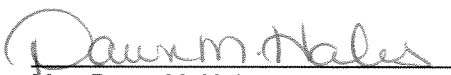
This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Bethlehem Area School District, 1516 Sycamore Street, Bethlehem, PA 18017-6099, (610) 861-0500.

Dr. Donna Hopstetter, Supervisor of Special Education at the Colonial Intermediate Unit 20, will provide training on the Picture Exchange Communication System (PECS) for Bethlehem Area School District's educational team working with verbal and non-verbal kindergarten students diagnosed with Autism.

The rate for this service is \$76.50 per hour, for 6 hours. This contract shall not exceed \$459.00 and is in effect on August 12, 2013.

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

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

 Dr. Charlene M. Brennan Executive Director	<u>8/28/13</u> Date	 Bethlehem Area School District	<u>9/23/13</u> Date
 Mrs. Dawn M. Hales Secretary to the Board	<u>8/29/13</u> Date	<u>24-0862592</u> Federal ID Number	

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

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

14. Colonial Intermediate Unit 20 Special Education Contract**INFORMATION:**

Colonial Intermediate Unit (CIU) 20 provided a Special Education Contract for District approval. The CIU 20 Board approved the contract on August 28, 2013, at an estimated amount of \$3,168,510.54, which is an increase of \$83,651.37 from the previous school year. CIU 20 will be sending two mid-year estimates in November 2013 and February 2014 with final costs with all necessary reconciliation for actual participation and services being sent in August 2014.

This information was reviewed with the Board at the September 16, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the 2013-2014 Special Education Contract from Colonial Intermediate Unit 20 at an estimated amount of \$3,168,510.54.

Account Code and Name: General Fund 1200-322 Special Education IU Services
Account Balance: \$5,826,025.32

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

Director McKeon made a motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19. Director Bonilla seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

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

Motions pass 9-0



COLONIAL INTERMEDIATE UNIT 20

A Regional Service Agency

6 Danforth Drive
Easton, PA 18045-7899

Telephone (610) 252-5550 • FAX (610) 252-5740

Business Office FAX (610) 515-6524

Special Programs FAX (610) 559-7103

TDD/TTY Hearing Impaired (610) 252-3786

2013-2014 Special Education Contract

This agreement is made this 28th day of August, 2013 by and between the Colonial Intermediate Unit 20 (hereinafter the "Intermediate Unit") at 6 Danforth Drive, Easton, PA 18045 and the Bethlehem Area School District (hereinafter the "School District") at 1516 Sycamore Street, Bethlehem, PA 18017-6099.

WHEREAS, the Intermediate Unit is willing to provide Special Education services to school districts within its service area; and

WHEREAS, the School District desires to engage the service of the Intermediate Unit for its Special Education Program for the 2013-2014 school year.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intended to be legally bound hereby the parties hereto agree as follows:

1. The Intermediate Unit will provide special education instructional and non-instructional support and related services for the 2013-2014 school year. **The student data used for this contract is the data sent to you on your 2012-2013 final cost per student. The data used for this estimate does not account for students first coming into our programs or for those leaving our programs.**
2. Assignments along with the 2013-2014 rates are as follows:

Service	Program Cost	EFT	Total Cost
Adaptive Physical Education	\$ 420,454	.1853	\$ 77,922.70
Audiology Services	\$ 176,166	.2134	\$ 37,590.55
Autistic Support (Elementary)	\$ 3,210,837	.2112	\$ 678,071.17
Autistic Support (Secondary)	\$ 2,546,138	.1886	\$ 480,249.96
Emotional Support	\$ 2,689,463	.0696	\$ 187,253.23
Hearing Support	\$ 535,154	.1734	\$ 92,801.67
Itinerant Hearing Support	\$ 614,625	.2590	\$ 159,159.42
Itinerant Speech and Language Support	\$ 2,330,904	.0985	\$ 229,701.37
Itinerant Vision Support	\$ 640,151	.1402	\$ 89,734.09
Learning Support	\$ 162,984	.1991	\$ 32,450.35
Life Skills Support (Elementary)			
Life Skills Support (Secondary)	\$ 1,513,643	.0272	\$ 41,134.10
Multi-Disabilities Support	\$ 1,707,088	.2098	\$ 358,171.28
Occupational Therapy	\$ 1,902,321	.1995	\$ 379,480.41
Physical Support	\$ 999,614	.1793	\$ 179,277.00
Physical Therapy Team	\$ 602,749	.1827	\$ 110,116.19
Psychological Services	\$ 1,592,662	.0426	\$ 67,847.40
TOTAL			\$ 3,200,960.89
REVISED TOTAL			\$ 3,168,510.54

3. The instructional, non-instructional support and related services shall be as defined and limited in the regulations and standards of the United States of America and Commonwealth of Pennsylvania and by the Intermediate Unit Special Education Budget, as well as by any understanding of limitations reached between the Director of Special Education of the Intermediate Unit and the School District.

2013-2014 Special Education Contract
Bethlehem Area School District
Page 2

4. It is further understood that the School District may request additional services and costs for such additional services over and above those provided for in the base agreement and will be assessed according to a plan acceptable to the Superintendent of the District and the Executive Director of the Intermediate Unit.
5. The School District will be responsible for unemployment costs if a Psychologist is hired specifically for your district and the Psychologist is not needed in the 2014-2015 school year.
6. For the services under this 2013-2014 Special Education Contract, the School District will pay an **estimated** amount of \$3,200,690.89 to the Intermediate Unit.
7. The Intermediate Unit will invoice the School District in eleven installments.
8. The Intermediate Unit will provide the School District with **estimated** costs by November 2013 and March 2014, as well as the final costs by August 2014.

Charlene M. Brennan 8/28/13
Dr. Charlene M. Brennan Date
Executive Director

[Signature] 10/3/13
Superintendent Date

Dawn Hales 8/29/13
Mrs. Dawn Hales Date
Board Secretary

15. *Patient Protection and Affordable Care Act Fiscal Year Resolution***INFORMATION:**

The Patient Protection and Affordable Care Act in standard form defines a plan year for coverage and compliance deadlines as a calendar year (January 1) but has issued a ruling to provide guidance for plans that operate on a non-calendar year to extend compliance with the mandated provisions to align to their plan renewal date (July 1, 2014) rather than January 1, 2014.

The Pennsylvania Trust solicitor, Attorney Michael Balducci, recommends that Districts with self-insured plans approve the attached Resolution to confirm and document that the District's plan year operates on a fiscal year (July 1 to June 30). Since the definition of "plan year" is not contained in the Patient Protection Act regulations and there is no law on this subject, this Resolution will be used to add validity of the differing calendar year/fiscal year time periods.

This information was reviewed with the Board at the September 16, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached Patient Protection and Affordable Care Act Fiscal Year Resolution confirming the operation of the District's healthcare plans on a fiscal year basis.

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

Director McKeon made a motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19. Director Bonilla seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

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

Motions pass 9-0



RESOLUTION
BOARD OF DIRECTORS
Bethlehem Area School District

WHEREAS, the Bethlehem Area School District (District) sponsors a self-funded health plan (Plan), and

WHEREAS, the term “plan year” is not defined in the Plan; and

WHEREAS, it has been the custom and practice of the District for its Plan year to be the July 1-June 30 fiscal year; and

WHEREAS, it has been the past practice of the District to maintain Plan financial records on a fiscal year, July 1 to June 30 basis, including all types of income and all types of expenses; and

WHEREAS, included within the fiscal year income are contributions of the District and the contributions of self-pay participants in the District Plan; and

WHEREAS, claims records of the Plan are maintained on a fiscal year basis; and

WHEREAS, contracts and agreements with vendors of the Plan are maintained on a fiscal year basis; and

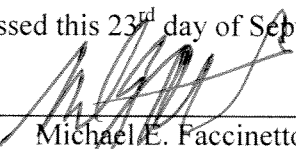
WHEREAS, school employer collective bargaining agreements are effective on a fiscal year basis and employee premium share is calculated on a fiscal year basis; and

WHEREAS, medical and prescription deductibles, coinsurance, and copayments of participants in the Plan are maintained on a calendar year basis and persons who apply for open enrollment of health plan choice begin their participation on July 1 or September 1; and

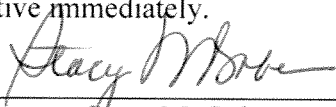
WHEREAS, it is important to confirm, clarify and document that the District Plan is a fiscal year Plan, notwithstanding anything to the contrary currently set forth in the Plan and notwithstanding the practice of accumulating deductibles on a calendar year basis or any other calendar year practice.

NOW, THEREFORE, the Board of Directors of the Bethlehem Area School District hereby confirms, ratifies and continues the past practice of operating its Plan on a fiscal year basis.

Passed this 23rd day of September 2013, to be effective immediately.



Michael E. Faccinnetto
Board President



Stacy M. Gober
Board Secretary

16. *Affordable Care Act Measurement Period Resolution*

INFORMATION:

The Patient Protection and Affordable Care Act mandates that employers evaluate the time worked for all variable hour employees to determine if they are eligible to be offered coverage through the employer medical plan. Hours worked must be measured over 3-12 months to determine whether the employee averaged 30 hours per week or 130 hours per month during the measurement period. If they were considered full time by the above test, then the employer must **offer** benefits to that employee for a period known as the subsequent stability period at least as long as the measurement period but no less than six (6) months so long as the individual remains an active employee.

This determination was postponed awaiting specific guidance on the impact of the delay in the Play or Pay penalty deadline on fiscal year plans. Since no guidance is yet available, the Pennsylvania Trust solicitor, Attorney Michael Balducci, recommends that Districts with self insured plans approve a Resolution to confirm and document the District's measurement and stability periods that align to our fiscal year plan to comply with the original mandate for the measurement period to begin no later than October 15, 2013, for a fiscal year plan beginning July 1, 2014. This Resolution will be used to establish and add validity to the time periods but can be changed or amended by the Board as necessary in the future.

It is further recommended that District's measurement period align to the fiscal year July-June, allowing July-August as the administrative period with the stability (coverage) period effective September-August to align to the school year for active variable hour employees.

This information was reviewed with the Board at the September 16, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the attached Patient Protection and Affordable Care Act Measurement Period Resolution confirming the operation of the District's fiscal year healthcare plans for compliance with mandated provisions.

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

Director McKeon made a motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19. Director Bonilla seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

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

Motions pass 9-0



**RESOLUTION
BOARD OF SCHOOL DIRECTORS
Bethlehem Area School District**

WHEREAS, the Bethlehem Area School District desires and intends to comply with the Employer's Responsibility Provisions of the Patient Protection and Affordable Care Act ("ACA"); and

WHEREAS, the Bethlehem Area School District desires and intends to adopt and by this Resolution document the adoption of a measurement period, administrative period, and stability period to meet certain "safe-harbor" requirements of the ACA; and

WHEREAS, the purpose of the "measurement period" is to measure average hours worked by certain groups of employees; and

WHEREAS, the purpose of the "administrative period" is to give the employer an opportunity to identify "full-time" (30 hours/week, 130 hours/month on average) and "part-time" employees as defined by the ACA and to offer coverage and enroll electing full-time employees; and

WHEREAS, the "stability period" means the period during which the Bethlehem Area School District has certain rights and responsibilities under the ACA depending on whether or not an employee is identified as "full-time" or "part-time" according to the ACA.

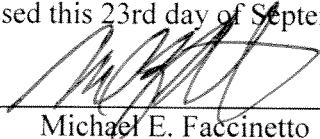
FISCAL YEAR PLAN – TWELVE MONTH FRAMEWORK

<u>Measurement Period</u>	<u>Administrative Period</u>	<u>Stability Period</u>
7/1/2013 – 6/30/2014	7/1/2013 – 8/31/2014	9/1/2014 – 8/31/2015
7/1/2014 – 6/30/2015	7/1/2014 – 8/31/2015	9/1/2015 – 8/31/2016
7/1/2015 – 6/30/2016	7/1/2015 – 8/31/2016	9/1/2016 – 8/31/2017

NOW, THEREFORE, the Board of Directors of the Bethlehem Area School District hereby adopts and documents the measurement period, administrative period and stability period schedule as set forth above which shall continue for the same periods beyond June 30, 2017 unless modified by the Board as provided by ACA. The Board reserves the right to modify the measurement period, administrative period and stability period between now and June 30, 2017 in accordance with the provisions of the ACA. Further, for purposes of measuring the average number of hours an employee must work to meet the "full-time" definition of a "full-time" employee under the ACA, the Board hereby adopts an average number of hours worked per month of 130.

This Resolution shall be effective as of July 1, 2013, regardless of the date this Resolution has been adopted.

Passed this 23rd day of September 2013.



Michael E. Faccinetto
Board President



Stacy M. Gober
Board Secretary

17. Winter/Spring Sports Supplies Bid Awards**INFORMATION:**

Bids were received and publicly opened Wednesday, August 21, 2013, at 2:00 p.m. for Winter/Spring Sports Supplies. Bids were mailed to 23 vendors with 14 bids received. The bids have been tabulated and reviewed by the appropriate administrative and supervisory personnel. The recommendation of the awards is based upon the lowest responsible bidders meeting specifications. The award for the 2012-2013 school year was \$42,319.56.

<u>VENDOR</u>	<u>AMOUNT</u>
Aluminum Athletic Equipment	\$ 5,535.00
Ampro	2,195.28
Bill Fritz Sports Corporation	668.88
Herb's Sports Shop	312.00
Neff Motivation Inc.	1,249.40
Passons Sporting Goods/BSN	20,257.19
Port Jefferson Sporting Goods	948.00
Pyramid School Products	954.75
Scholastic Sports Sales Ltd	6,572.94
Triple Crown Sports	<u>4,532.70</u>
TOTAL AMOUNT AWARDED	\$43,226.14

This information was reviewed with the Board at the September 16, 2013, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors awards the bids for the 2013-2014 Winter/Spring Sports Supplies to the lowest responsible bidders who have met the specifications in the amount of \$43,226.14 to be paid from the 2013-2014 Athletic Fund Budget.

Account Code and Account Name: General Fund 3250-610 Athletic Supplies
Account Balance: \$51,248.83

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

Director McKeon made a motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.
 Director Bonilla seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

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

Motions pass 9-0

18. *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.

In March 2013, the District approved an Agreement with Hanover Township indicating that the dispute was between the Township and the City thereby dismissing the District without prejudice from this complaint in consideration for payment of funds received in error following execution of the Agreement. However, that Agreement was challenged by the City of Bethlehem and was never executed by the Township.

A new Settlement Agreement and Mutual Release has been presented to all parties for approval releasing the District and City of Bethlehem from any other claims involving EIT due to Hanover Township. The District Solicitor has reviewed this Agreement and recommends execution of Agreement by the District.

This information was reviewed with the Board in Executive Session on September 16, 2013.

RECOMMENDATION:

That the Board of School Directors approves the Settlement Agreement and Mutual Release with Hanover Township and the City of Bethlehem, and authorizes the Administration to remit the Township's EIT in the amount of \$85,027.01 following execution of the Agreement by all parties.

Account Code and Account Name: General Fund Taxes Held in Escrow
Account Balance: \$219,612.86

Finance Items

President Faccinnetto asked Director McKeon to make motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

Director McKeon made a motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19. Director Bonilla seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

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

Motions pass 9-0

19. *Pilot Travel Centers, LLC Settlement Agreement*

INFORMATION:

Colonial Intermediate Unit (CIU) 20 and participating School Districts within CIU 20 in the Consortium filed a complaint against Pilot Travel Centers, LLC for failing to uphold a contract that was awarded to them in December 2010 for BioDiesel fuel.

A Settlement Agreement has been developed, which is recommended for approval by the participating Districts and CIU 20. This information was reviewed with the Board in Executive Session on August 12, 2013, and September 16, 2013.

RECOMMENDATION:

That the Board of School Directors approves the Settlement Agreement and Release with Pilot Travel Centers LLC.

Finance Items

President Faccinetto asked Director McKeon to make motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

Director McKeon made a motion to approve Finance Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19. Director Bonilla seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote on Agenda Items 12, 13, 14, 15, 16, 17, 18 and 19.

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

Motions pass 9-0

20. *Health Insurance Portability and Accountability Act (HIPAA) Resolution, Policies and Procedures, and Privacy Officer, Security Officer and Contact Person for the District's Health Plans*

INFORMATION:

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the District is required to adopt the HIPAA Privacy and Security Policies and Procedures as attached to comply with the provisions of the Act as it relates to health care information. This information will be compiled into a manual that will then be communicated with appropriate staff to ensure our compliance with the privacy and security provisions for electronic health information.

Additionally, the District is required to appoint a Privacy Officer and a Security Official to comply with the provisions of the Act. It is recommended that Carole Hall, Employee Benefits Specialist, be appointed as this official to insure compliance with the Privacy and Security requirements of the act as it pertains to the District's health plans under the BASD Employee Benefits Trust.

This information was reviewed with the Board at the September 16, 2013, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the following actions in compliance with the provisions of the Security Rule of the Health Insurance Portability and Accountability Act of 1996 and amended 2006 and 2013 (HIPAA):

- A. Adopt the attached blanket HIPAA resolution.
- B. Adopt the HIPAA Security Policies and Procedures.
- C. Appoint Carole Hall, Employee Benefits Specialist, as HIPAA Privacy Officer, Security Officer and contact person for the District's health plans.

Human Resources Items

President Faccinnetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Dr. Roy made a correction to the personnel section. Seeing no more discussion regarding these items, President Faccinnetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0



BLANKET HIPAA RESOLUTION

The Board of the Bethlehem Area School District hereby adopts the following Resolution to comply with the provisions of the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA):

1. Plan Sponsor hereby designates itself as a "hybrid entity" as set forth in the Privacy Rule of HIPAA.
2. Plan Sponsor hereby appoints Mrs. Carole Hall, Employee Benefits Specialist, as its Privacy Official.
3. Plan Sponsor hereby adopts the attached Amendment to its existing Plan documents as "health plan" is defined in the provisions of the Privacy Rule under HIPAA, including but not limited to, its health plan, vision plan, dental plan, flexible spending account, employee assistance program, and any other health plan which it operates and which is subject to the provisions of the Privacy Rule of HIPAA.
4. Plan Sponsor hereby appoints the Employee Benefits Specialist as its contact person to respond to inquiries under the provisions of the Privacy Rule of HIPAA.
5. Plan Sponsor acknowledges its responsibility to prepare the Notice of Privacy Practices; preparation of Business Associate Addendums to agreements with business associates with whom the Trust contracts and who receive protected health information; to conduct training required by the Privacy Rule provisions of HIPAA for Plan Sponsor employees who utilize protected health information as part of their job; and, to otherwise assist Plan Sponsor in implementing the provisions of the Privacy Rule of HIPAA as to the covered plans of the Plan Sponsor.
6. Plan Sponsor hereby authorizes its officers and employees implement the provisions of the Privacy Rule of HIPAA, and the Secretary of the Board is hereby authorized to complete the attached Certification.

THIS RESOLUTION was adopted on the 23rd day of September 2013, and shall take effect immediately.

Michael E. Faccinnetto
Board President

Stacy M. Gober
Board Secretary

21. *Pennsylvania School Boards Association Officers Election***INFORMATION:**

Pennsylvania School Boards Association (PSBA) members will be following new procedures for electing PSBA officers as authorized in changes to the Bylaws approved by the membership at the 2012 Annual Business Meeting. A major change now requires that each member school district cast one vote per office instead of individuals voting during the annual conference in October.

The 2014 PSBA Slate of Candidates includes President-elect, Vice President, Treasurer, and At-Large Representative (East) representing Regions 7, 8, 10, 11 and 15. Bethlehem Area School District is in Region 8. The slate of candidates is as follows:

Position/Name**President-elect**

William S. LaCoff
Mark B. Miller

Vice President

Larry B. Breech
Charles H. Ballard

Position/Name**Treasurer**

Norman G. Hasbrouck
Otto W. Voit III

At-Large Representative (East)

Maura Buri
Robert M. Schwartz

The Board reviewed the slate of PSBA candidates at the September 16, 2013, Board Human Resources Committee Meeting, and each Board member completed a ballot sheet selecting a candidate for each position. The ballot sheets were tallied by the Board Secretary, and the Board majority results are listed below.

RECOMMENDATION:

That the Board of School Directors approves the following 2014 PSBA officer candidates for election as voted collectively by the Board, and that the Board authorizes the Board Secretary to register the votes with PSBA:

President-elect

Vice President

Treasurer

At-Large Representative (East)

William S. LaCoff

Charles H. Ballard

Norman G. Hasbrouck

Robert M. Schwartz

Human Resources Items

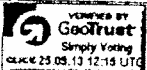
President Faccinnetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Dr. Roy made a correction to the personnel section. Seeing no more discussion regarding these items, President Faccinnetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0

PA School Boards Association Online Voting	 Pennsylvania School Boards Association
How It Works Vote Logout Stacy Gober	
<div data-bbox="240 1213 885 1249">Voting Receipt - 2014 PSBA Officers and At-Large Representatives</div> <div data-bbox="1339 1228 1399 1255">[Print]</div> <div data-bbox="240 1270 678 1606"><p>Receipt number: 9TFWSV2Y8MHRKPQG</p><p>IP address: 209.96.97.25</p><p>Time of vote: 2013-09-25 08:22:15 US/Eastern</p><p>President-Elect: William S. LaCoff *</p><p>Vice President: Charles H. Ballard *</p><p>Treasurer: Norman G. Hasbrouck *</p><p>At-Large Representative (East): Robert M. Schwartz *</p></div>	
<div data-bbox="240 1669 982 1711">This is the online voting system of PA School Boards Association. Powered by Simply Voting.</div> <div data-bbox="1242 1669 1388 1738"> VERIFIED BY GeoTrust Simply Voting CHECK 25.09.13 12:14 UTC</div>	

22. *Northampton Community College Board of Trustees Election***INFORMATION:**

Northampton Community College has informed the sponsoring Districts of an unexpired term on the Board of Trustees. Brooks Betts from the Easton Area School District is unable to complete his term, which would have expired in June 2014. Easton Area School District is recommending John L. Squarcia complete Mr. Betts's term through June 2014.

Northampton Community College is requesting that the sponsoring Districts have their Board of School Directors cast their vote and submit the official election ballot signed by the Board President and Board Secretary. The new Trustee will assume office as soon as a majority of the Districts have responded in the affirmative.

This information was reviewed with the Board at the September 16, 2013, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors elects the following to fill the vacancy on the Northampton Community College Board of Trustees to fill the unexpired term of Brooks Betts effective immediately through June 30, 2014:

John L. Squarcia

Easton Area School District

Human Resources Items

President Faccinetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

President Faccinetto asked if there was any discussion regarding these items. Dr. Roy made a correction to the personnel section. Seeing no more discussion regarding these items, President Faccinetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0



Northampton Community College

BOARD OF TRUSTEES - OFFICIAL ELECTION BALLOT

Easton Area School District -- one vacancy, for the unexpired term of Brooks Betts to June 30, 2014.

John Squarcia

Yea 9 Nay 0 Absent 0

CERTIFICATION

This certifies that the Board of School Directors of the Bethlehem Area School District cast their ballots for Trustee for the Northampton County Area Community College Board, as indicated above, at a meeting held on the 23rd day of September, 2013.

(SCHOOL DISTRICT SEAL BELOW)

Stacy Morba
Secretary
[Signature]
President

September 23, , 2013.

23. *Naming of the Press Section of the BASD Stadium Press Box***INFORMATION:**

As per Board Policy 701.1, the administration received a request to name the press section of the Bethlehem Area School District Stadium Press Box “The Leonard A. Capuano Press Section.” This space is defined as the interior center of the press box.

Leonard, “Lenny” Capuano was a 1950 Graduate of Liberty High School where he was a standout three sport athlete. He is also a 35-year employee of The Bethlehem Steel Corporation and, along with his wife Anne, raised eight children, all educated in the Bethlehem Area School District. Most applicable, he served as the official timer at the Bethlehem Area School District Stadium for over 35 years, rarely missing a contest. This request comes from the family on his behalf. All expenses associated with this dedication and memorial plaque will be at the expense of the family.

This information was reviewed with the Board at the September 9, 2013, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the naming of the “press section” of the Bethlehem Area School District Stadium Press box as “The Leonard A. Capuano Press Section.”

Human Resources Items

President Faccinnetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Dr. Roy made a correction to the personnel section. Seeing no more discussion regarding these items, President Faccinnetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0

24. *School District Calendar Amendment for Farmersville Elementary School*

INFORMATION:

Farmersville Elementary School experienced a five-day emergency closure (August 26, 27, 28, 29, 30, 2013) due to the discovery of mold on August 21, 2013, and on-going remediation efforts under the direction of an independent Certified Industrial Hygienist. Farmersville Elementary School will meet the state mandated 900 hours of instruction in the academic year. However, it is important that the District take steps to make-up a portion of the instructional time lost during the emergency closure.

The Administration is recommending that a total of three days worth of time be recovered in the following manner:

Convert the current in-service day scheduled for November 5, 2013, to a student day for Farmersville Elementary School. Convert the half-days for parent conferences scheduled on November 25, November 26, February 13, and February 14 to full student days.

Parent conferences will be scheduled in two late afternoon/evening sessions in November and two sessions in February.

This item was reviewed with the Board at the September 16, 2013, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors amends the 2013-2014 School District Calendar for Farmersville Elementary School to convert November 5, 2013, to a regular student day and November 25, 2013, November 26, 2013, February 13, 2014, and February 14, 2014, to full student days.

Human Resources Items

President Faccinnetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Dr. Roy made a correction to the personnel section. Seeing no more discussion regarding these items, President Faccinnetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0

25. *TimeClock Plus Implementation*

INFORMATION:

The Administration has been exploring a solution for time clocks primarily within the Transportation Department because of the failure of the existing clocks, and aging 1990-1992 NCR server, but also escalating concern for the stability of the in-house custom program which is dated and difficult to amend when changes are required. Because of the complexities of the compensation provisions of the current contract, the various solutions researched have not been able to meet the needs or were unaffordable. The Administration has found a solution that will be able to accommodate the various intricacies of transportation, eliminate paper timesheets, manual approvals and calculations and will also address the needs for tracking time and attendance for individual employees related to the Affordable Care Act.

The TimeClock Plus system will allow time keeping by use of our existing employee ID badges used for building entry for a common interface. Controls can be built into the system for absences, employee messaging, overtime limits and calculations, real time posting of hours, electronic review and approval, trip accounting, work order tracking, data upload to our current payroll system and an interface to Zonar for future efficiencies. Improved staffing efficiencies by elimination of manual review, data entry, approvals, and coding will mitigate the need for additional clerical support by freeing time to focus on other administrative needs. Additionally, it is estimated that the automated process typically saves approximately one percent of annual payroll by reducing data entry errors.

The software license is a one time cost of \$20,504 plus \$20 per employee user estimated at approximately 800 hourly and substitute employees for \$16,000. Onsite installation and training for two weeks is estimated at \$16,000. The networked proximity reader time clocks are \$2,371 each through state contract and will be purchased as needed during the phased implementation starting with transportation, then moving to the other hourly groups district wide with clocks to then be installed in the buildings. Recurring cost for annual support is \$12,808 per year. Funds for this purpose were included in the 2013-14 budget along with improvements to the servers for an improved Windows interface with our infrastructure.

This information was reviewed with the Board at the September 16, 2013, Board Human Resources Committee Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes the Administration to purchase and implement TimeClock Plus at an estimated cost of \$65,312 plus time clocks at state contract pricing of \$2,371 each.

Account Code, Name and Balance:

General Fund 2500-600/700 Business Office Software/Equipment	\$ 75,000
General Fund 2840-600/700 Data Processing Software/Equipment	\$ 126,315

Human Resources Items

President Faccinnetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Dr. Roy made a correction to the personnel section. Seeing no more discussion regarding these items, President Faccinnetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0

26. Resignations**RECOMMENDATION:*****A. Instructional***

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Castoral, Clifford	Nitschmann (.2) RAMP-UP Teacher	Resignation	August 21, 2013
2.	Larkin, Martha	Broughal (.3) RAMP-UP Teacher	Resignation	August 21, 2013

B. Noninstructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Bruno, Edward	District-wide Lead Support Technologist	Resignation	September 27, 2013
2.	Collazo, Elizabeth	East Hills General Kitchen Help	Resignation	August 20, 2013
3.	Crespo, Arlene	Calypso Teacher Assistant, General Duty Aide	Resignation	August 7, 2013
4.	Grimes, Kathleen	Fountain Hill General Kitchen Help	Retirement	August 31, 2013
5.	Kelly, Edward	Liberty Teacher Assistant	Resignation	August 26, 2013
6.	Mercado, Rosa	Calypso General Kitchen Help	Resignation	August 5, 2013
7.	Santiago, Hilda	Child Care Assistant Center Supervisor	Retirement	December 20, 2013
8.	Transue, Jacqueline	James Buchanan General Kitchen Help Breakfast hours	Resignation	August 23, 2013
9.	Walck, Beth	Miller Heights/Broughal General Kitchen Help	Resignation	August 23, 2013

26. Resignations**RECOMMENDATION:****C. Miscellaneous**

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Achenzie, Jeffrey	Liberty (.5) Assistant Wrestling Coach	Resignation	2013-2014 school year
2.	Foust, Reik M.	Freedom Head Swimming Coach	Resignation	2013-2014 school year
3.	Swavely, Toni	Northeast Head Cheerleading Coach	Resignation	2013-2014 school year

27. Termination**RECOMMENDATION:****A. Noninstructional**

	EMPLOYEE NUMBER	ASSIGNMENT	REASON	EFFECTIVE
1.	104150	Teacher Assistant	Failure to complete required Chapter 14 Professional Development hours	August 26, 2013

28. Leaves of Absence**RECOMMENDATION:****A. Instructional**

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Bachman, Michael	Freedom Business Teacher	Family Medical Leave of Absence	September 10, 2013, until the end of the day on October 7, 2013

28. Leaves of Absence**RECOMMENDATION:****A. Instructional (continued)**

	NAME	ASSIGNMENT	REASON	EFFECTIVE
2.	Flores, Rebecca	Marvine Grade 1 Teacher	Family Medical/ Childrearing Leave of Absence	Family Medical Leave of Absence to begin October 21, 2013, until the end of the day on January 29, 2014 Childrearing Leave of Absence to begin January 30, 2014, until the end of the 2013-2014 school year
3.	Kleist, David	Freedom English Teacher	Sabbatical Leave of Absence	August 21, 2013, until the end of the first semester of the 2013-2014 school year
4.	Tumolo, Jaclyn	Asa Packer Grade 2 Teacher	Family Medical Leave of Absence	September 19, 2013, intermittently, until the end of the 2013-2014 school year
5.	Walters, Naphtali	Governor Wolf Kindergarten Teacher	Family Medical/ Childrearing Leave of Absence	Family Medical Leave of Absence to begin on September 26, 2013, until the end of the day on January 3, 2014 Childrearing Leave of Absence to begin January 6, 2014, until the end of the 2013-2014 school year

B. Noninstructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Carlos, Jayne	Spring Garden Teacher Assistant	Family Medical Leave of Absence	August 29, 2013, intermittently, until the end of the day on August 29, 2014

28. Leaves of Absence**RECOMMENDATION:****B. Noninstructional (continued)**

	NAME	ASSIGNMENT	REASON	EFFECTIVE
2.	Haggerty, Linda	Freemansburg General Kitchen Help	General Leave of Absence	August 26, 2013, until the end of the 2013- 2014 school year
3.	Maurer, Nina	Dining Services Assistant Supervisor	General Leave of Absence	September 25, 2013, until the end of the day on September 30, 2013
4.	Novak, Mary	Northeast Teacher Assistant	Family Medical Leave of Absence	September 11, 2013, intermittently, until the end of the day on September 11, 2014
5.	Powell, Barbara	Liberty General Kitchen Help	General Leave of Absence	August 26, 2013, until the end of the 2013- 2014 school year
6.	Rivera-Cotto, Marie	Liberty General Kitchen Help	General Leave of Absence	September 10, 2013, until the end of the day on October 14, 2013

29. Nominations**RECOMMENDATION:****A. Instructional**

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Durante, Christopher	Nitschmann Science Teacher <i>Temporary Professional Employee</i>	\$45,020 Bachelor's, Step 2	August 21, 2013
2.	Hunsicker, Lindsey	Marvine (.5) Kindergarten Teacher <i>Long-term Substitute</i>	\$22,178, prorated Bachelor's, Step 1	September 9, 2013 <i>terminating at the end of the 2013-2014 school year</i>
3.	Lysek, Angela	District-wide School Psychologist <i>Long-term Substitute</i>	\$50,695, prorated Master's +45, Step 1	September 24, 2013 <i>terminating at the end of the 2013-2014 school year, or upon the return of K. Noller</i>

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

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
4.	Martinez, Sarah	Donegan (.5) Kindergarten Teacher <i>Long-term Substitute</i>	\$22,178, prorated Bachelor's, Step 1	August 26, 2013 <i>terminating at the end of the 2013-2014 school year</i>
5.	Mikitka, Kaitlin	Freedom English Teacher <i>Long-term Substitute</i>	\$44,355, prorated Bachelor's, Step 1	August 21, 2013, <i>terminating at the end of the first semester of the 2013-2014 school year, or upon the return of D. Kleist</i>
6.	Schenk, Kelly	Northeast English Teacher <i>Temporary Professional Employee</i>	\$44,355, prorated Bachelor's, Step 1	September 3, 2013
7.	Treichler, Diane	Miller Heights Special Education, Learning Support Teacher <i>Temporary Professional Employee</i>	\$45,020 Bachelor's, Step 2	August 21, 2013
8.	West, Patricia	Freedom (.5) Family and Consumer Science Teacher <i>Professional Employee</i>	\$36,339, prorated Bachelor's +15, Step 15	September 12, 2013

B. Noninstructional

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Beahm, Valerie DiTerlizzi, Darlene Figueroa, Zamaida Kelley, Richard	Part-time Bus Drivers	\$17.27 per hour	To be determined upon completion of training/testing

29. Nominations

RECOMMENDATION:

B. Noninstructional (continued)

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Li, Hector Molina, Marilyn Pinzon, Luis Zumas, Peter	Part-time Bus Drivers (continued)	\$17.27 per hour	To be determined upon completion of training/testing
2.	Correll, Chad	Middle School After School Program Director	\$46,935, prorated Noninstructional Meet and Discuss Category E, Step 1	September 4, 2013
3.	Erceg, Jean	Data Processing Operator	\$51,930, prorated Noninstructional Meet and Discuss Category G, Step 13	September 24, 2013
4.	Gross, Debra	Freedom Teacher Assistant Special Education, 6.75 hours daily	\$15.26 per hour	September 24, 2013
5.	Grquinovic, Mary	Hanover Teacher Assistant General Duty, 3 hours daily	\$14.76 per hour	August 26, 2013
6.	Hassounah Ribeiro, Lucia	Asa Packer Teacher Assistant General Duty, 3 hours daily	\$14.76 per hour	September 24, 2013
7.	Hernandez, Tatiana	Northeast After School Program Coordinator	\$15.86 per hour Noninstructional Meet and Discuss Category K-12, Step 2	To be determined upon completion of HR paperwork Grant funded position General Fund (not to exceed 22.5 hours weekly)

29. *Nominations*

RECOMMENDATION:

B. Noninstructional (continued)

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
8.	Kaur, Sukhwinder	Liberty General Kitchen Help, 3.5 hours daily, lunch	\$12.93 per hour	September 24, 2013
9.	Kleinrock, Samantha	Community Service Coordinator	\$48,065, prorated Noninstructional Meet and Discuss Category E, Step 2	September 24, 2013
10.	Lastres, Melissa	Farmersville Teacher Assistant General Duty, 3 hours daily	\$14.76 per hour	August 26, 2013
11.	Moser, Jesi	Calypso Teacher Assistant General Duty, 3 hours daily	\$14.76 per hour	September 24, 2013
12.	Perez, Rosie	Broughal After School Program Coordinator	\$15.86 per hour Noninstructional Meet and Discuss Category K-12, Step 2	To be determined upon completion of HR paperwork (grant funded) General Fund (not to exceed 22.5 hours weekly)
13.	Soto, Noel	Freedom Supplemental Custodian	\$10.00 per hour	September 24, 2013
14.	Stannard, Jeanne	Thomas Jefferson Teacher Assistant General Duty, 3 hours daily	\$14.76 per hour	August 26, 2013
15.	Stein, Stephanie	Spring Garden Teacher Assistant General Duty, 3 hours daily	\$14.76 per hour	September 24, 2013
16.	Vanhorn, Edwin	Northeast Supplemental Custodian	\$10.00 per hour	September 24, 2013

29. Nominations**RECOMMENDATION:*****C. Miscellaneous***

	NAME	ASSIGNMENT	SALARY
1.		Coaches	
		<i>Nitschmann</i>	
	Van Woert, Lory	Assistant Volleyball	\$1,377
		<i>Freedom</i>	
	Durante, Christopher	(.5) Assistant Boys Soccer	\$1,790
	Ortiz, Diana	(.5) Assistant Girls Soccer	\$1,790
	Laird, Geoffrey	Head Track and Field	\$6,567
	Carnes, Timothy	Assistant Track and Field	\$5,026
	Thear, Robert	Assistant Track and Field	\$5,026
		<i>Liberty</i>	
	Jones, Christie	Assistant Field Hockey	\$3,580
2.		Department Chairpersons	
		<i>District</i>	
	Halkins, Kathleen	Health Services	\$3,460
		<i>Freedom</i>	
	Bloszinsky, Brad	Business	\$2,668
	Moran, Michael	Fine and Practical Arts	\$3,460
	Baylis, Cynthia	Foreign Language	\$3,460
	Hercik, Michael	Guidance	\$3,460
	Callahan, Bryan	Health & Physical Education	\$3,460
	Ziegler, George	Language Arts	\$3,460
	Young, Jeffrey	Mathematics	\$3,460
	Baltz, Eric	Science	\$3,460
	Roman, Donna	Social Studies	\$3,460
	Calvo, Maureen	Special Education	\$3,460
		<i>Liberty</i>	
	Martucci, Gregory	Business	\$3,460
	Donnelly, Samuella	ESOL	\$3,460
	Long, Kevin	Fine and Practical Arts	\$3,460
	Norwood, Samuel	Foreign Language	\$3,460
	Ramsey, Elizabeth	Guidance	\$3,460

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
2.		Department Chairpersons <i>Liberty (continued)</i>	
	Halper, Jamie	Health & Physical Education	\$3,062
	Chickey, Natalie	Language Arts	\$3,460
	Frank, Judson	Mathematics	\$3,460
	Reitz, Tara	Science	\$3,460
	Markovich, Anthony	Social Studies	\$3,460
	Burke, Stacey	Special Education	\$3,460
3.		Detention Proctors <i>Freedom</i>	\$34.85 per hour
	Baltz, Eric		
	Caffrey, Marnie		
	Chabot, Sandra		
	Cleffi, Michael		
	Erdman, Karla		
	Flad, Stephen		
	George, Crystal		
	Grigg, John		
	Laughlin, Paula		
	Lechner, Cathy		
	Lynn, Karen		
	Martinez, Louis		
	Muth, Diane		
	Pfizenmayer, Lisa		
	Quintana, James		
	Schoeneberger, Troy		
	Wallaesa, John		
	Webb, Deanna		
		<i>Liberty</i>	\$34.85 per hour
	Artim, DeAnn		
	Danilovicz, Judith		
	Dectis, Nicholas		
	Giannantonio, Amy		
	Hrycyszyn, Marlice		
	Leeson, Maureen		
	Steele, Tracey		
	Venanzi, Michael		

29. Nominations**RECOMMENDATION:*****C. Miscellaneous (continued)***

	NAME	ASSIGNMENT	SALARY
4.		Extracurricular Activity Advisors – Elementary Schools	
		<i>Asa Packer</i>	
	Murphy, Gale	APTV (.5)	\$194
	Rodgers, Kyle	APTV (.5)	\$194
	Murphy, Gale	Drama Club	\$388
	Lyons, Tammy	Student Council	\$388
	Peters, Diane	Yearbook	\$388
		<i>Calypso</i>	
	Christine, Martha	Garden Club	\$388
	Shellaway, Mark	Safety Patrol	\$388
	Shaud, Carol	Student Council	\$388
		<i>Clearview</i>	
	Sosa, Lynn	Safety Patrol	\$388
	Newton, Lekiesha	Student Council	\$388
		<i>Donegan</i>	
	Kalamar, Pamela	Cadets	\$388
	Mertz, Diane	Helping Hands	\$349
	Kittek, Erin	Leadership	\$365
		<i>Farmersville</i>	
	Morrow, Ryan	Band/Orchestra	\$388
	Borst, Wendy	Chorus	\$388
	Morgan, Megan	Student Council	\$388
	Brad, Shanna	Volunteer Club	\$388
		<i>Fountain Hill</i>	
	Fenstermacher, Maria	Cheerleading	\$388
	Rodgers, Carlton	Safety Patrol	\$388
	Spirk, Nicole	School Store	\$388
	Fenstermacher, Maria	Student Council (.5)	\$194
	Spirk, Nicole	Student Council (.5)	\$194
		<i>Governor Wolf</i>	
	Delluva, Michael	Safety Patrol	\$388
	Donegan-Vrabel, Jean	Student Ambassadors	\$388
	Druckenmiller, Chad	Student Council (.5)	\$194
	Meila, Jeffrey	Student Council (.5)	\$194

29. Nominations**RECOMMENDATION:*****C. Miscellaneous (continued)***

	NAME	ASSIGNMENT	SALARY
4.		Extracurricular Activity Advisors – Elementary Schools (continued)	
		<i>James Buchanan</i>	
	Bellucci, Eric	Safety Patrol	\$388
	Hudak, Richelle	Student Council (.5)	\$194
	Woods, Gregory	Student Council (.5)	\$194
		<i>Lincoln</i>	
	Anderko, Reana	Economics Club	\$388
	Anderko, Reana	Student Council	\$388
		<i>Marvine</i>	
	Fulks, Carolyn	Safety Patrol (.5)	\$194
	Wills, Thomas	Safety Patrol (.5)	\$194
	Zellner, Tracy	Student Council	\$388
		<i>Miller Heights</i>	
	Voth, Karen	Husky Radio	\$388
	Werkheiser, Laurie	Literary Club	\$388
	Shimer, Melanie	Science Club	\$388
	Gleghorn, Laurie	Student Council	\$388
		<i>Spring Garden</i>	
	Keen, Alicia	Conflict Managers	\$365
	Hokenson, Eric	Safety Patrol	\$388
	Brennan, Lauren	Student Council	\$388
	Cassidy, Jane	Yearbook (.5)	\$194
	Fletcher, Tracey	Yearbook (.5)	\$194
		<i>Thomas Jefferson</i>	
	Thomson, Keith James	Choral Club	\$388
		<i>William Penn</i>	
	DeRaymond, Jonathan	Safety Patrol	\$388
	Breece, Deborah	School Store	\$388
	Bokan, Amy	Student Council (.5)	\$194
	Schellhaas, Ashley	Student Council (.5)	\$194
	Myers, Cristy	Yearbook Club (.5)	\$194
	Schellhaas, Ashley	Yearbook Club (.5)	\$194

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
5.		Extracurricular Activity Advisors – Middle Schools	
		<i>East Hills</i>	
	Davies, Christy	Band Director	\$2,604
	Klenk, Jennifer	Drama Group	\$388
	Sak, Andrew	Drama Group	\$290
	Dutt, Heather	Majorettes	\$388
	Wickard, Meredith	Mathcounts	\$349
	Weaver, Jennifer	Newspaper	\$682
	Klenk, Jennifer	Stage Crew	\$388
	Dutt, Heather	Vocal Group	\$388
	Klenk, Jennifer	Vocal Group	\$388
	Quelet, Keith	Vocal Group	\$388
		<i>Nitschmann</i>	
	Dawley, Joyce	Band Director	\$2,604
	Hriniak, Sarah	Drama Group	\$388
	Hriniak, Sarah	Majorettes	\$388
	Clennon, Shelia	Stage Crew	\$290
	Patti, Nicole	Treasurer	\$1,710
	deVries, Linda	Vocal Group	\$388
	Wascura, Robert	Vocal Group	\$388
		<i>Northeast</i>	
	Rupnik, Brian	Band Director	\$2,604
	Danatzko, John	Drama Group	\$388
	Parker, Denise	Drama Group	\$388
	Nguyen, Lisa	Majorettes	\$388
	Beck, David	Stage Crew	\$388
	Gross, Jason	Stage Crew (Drama Group)	\$388
	Fink, Diane	Treasurer	\$1,710
	Parker, Denise	Vocal Group (Chorus)	\$388
	Parker, Denise	Vocal Group (Northeast Singers)	\$388
	Vanderstel, Elisa	Yearbook	\$781

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
6.		Extracurricular Activity Advisors - High Schools <i>Freedom</i>	
	DiRenzo, Lori	Art Club	\$388
	Lynn, Andrew	Assistant Band Director	\$4,768
	Safranek, William	Audio-Visual Aides Club	\$388
	Moran, Michael	Band Director	\$7,334
	Bachman, Michael	Campus Shop	\$388
	Chabot, Sandra	Chess Club	\$388
	Guerra, Nicole	Dance Team	\$388
	Moyer, Charles	Debate Team	\$388
	Stellato, Joseph	Director of Extracurricular Activities	\$1,469
	Wescoe, Jennifer	Drama Presentation – Fall	\$1,885
	Wescoe, Jennifer	Drama Presentation – Spring	\$1,885
	Baltz, Eric	Environmental Awareness Team	\$388
	Caffrey, Marnie	Exploring Careers	\$388
	Madouse, Ronald	FBLA	\$388
	Pazzaglia, Kristin	French Club	\$388
	Borger, Nora	Freshman Class Advisor	\$639
	Wimmer, Margaret	Freshman Class Advisor	\$639
	Laughlin, Paula	Garden Club	\$388
	Wimmer, Margaret	Gay/Straight Alliance	\$388
	Jolly, Linda	German Club	\$388
	Parra, Anthony	Hackey Sack Club	\$349
	Volpato, Jennifer	Handbell Choir	\$639
	DeJesus, Elizabeth	International Leadership Club (.5)	\$182
	Lynn, Karen	International Leadership Club (.5)	\$182
	Marmaros, Anna	Junior Class Advisor	\$857
	O'Connor, Amy	Junior Class Advisor	\$712
	Ziegler, George	Literary Magazine – Pen and Ink	\$1,951
	Young, Jeffrey	Mathematics Team	\$2,495
	Flad, Stephen	Mountain Biking	\$349
	Krieger, Carla	National Honor Society	\$349
	Erdman, Karla	Newspaper – Freedom Forum	\$3,173
	Santini, Cheryl	Photo Imaging Club	\$349

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
6.		Extracurricular Activity Advisors - High Schools <i>Freedom (continued)</i>	
	Safranek, William	Planetarium Club	\$388
	Wallaesa, John	Republican Patriots Club	\$388
	Wescoe, Jennifer	S.A.D.D.	\$388
	Evans, Michael	Scholastic Scrimmage	\$2,495
	Bothwell, Jamie	Science Olympiad Team	\$388
	Erdman, Karla	Senior Class Advisor	\$1,095
	Stenson, Katrina	Senior Class Advisor	\$1,095
	Volpato, Jennifer	Show Choir	\$639
	Jones, Christopher	Ski Club	\$388
	DiCarlo, Darlene	Sophomore Class Advisor	\$578
	Maholick, Jennifer	Sophomore Class Advisor	\$578
	Moran, Michael	Spring Musical – Instrumental	\$639
	Shumaker, Nancy	Spring Musical – Vocal	\$639
	Lynn, Andrew	Stage/Jazz Band	\$639
	Evans, Jodi	Student Council	\$1,095
	Wescoe, Jennifer	Technical Theatre Crew	\$1,095
	Wescoe, Jennifer	Theatre Company	\$388
	Wallaesa, John	Thon	\$388
	Madouse, Ronald	Treasurer	\$2,070
	Volpato, Jennifer	Vocal Group – Les Chanteurs	\$639
	Bachman, Michael	Yearbook (.5)	\$1,587
	Bloszinsky, Brad	Yearbook (.5)	\$1,587
	Weber, Craig	Young Democrats Club	\$388
		<i>Liberty</i>	
	Justice, Gayle	Acapella Singers	\$639
	Lewis, Nancy	Art Club	\$388
	Frank, Allen	Assistant Band Director	\$3,813
	Hoffman, Mark	Audio-Visual Aides	\$388
	Long, Kevin	Band Director	\$7,334
	Ambrose, David	Chess Team	\$388
	McCauley, Jennifer	Dance Team (.5)	\$182
	Perkins, Cheryl	Dance Team (.5)	\$194

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
6.		Extracurricular Activity Advisors - High Schools <i>Liberty (continued)</i>	
	Bieber, Susan	Debate Team	\$388
	Langmayer, Alicia	DECA (.5)	\$182
	Spang, Kristin	DECA (.5)	\$194
	Makary, Ross	Director of Extracurricular Activities	\$1,469
	Skelly, Anne	FBLA	\$388
	Bieber, Susan	Freshman Class Advisor	\$639
	Wetzel, Rebecca	Freshman Class Advisor	\$639
	McKernan, Cecile	French Club	\$388
	Jacoby, Kristen	Gay/Straight Alliance	\$349
	Booser, Elizabeth	German Club	\$388
	Bush, Kevin	Indoor Track	\$388
	Minarik, Linda	Jigsaw Puzzle Club	\$388
	Giannantonio, Amy	Junior Class Advisor	\$803
	Reitz, Tara	Junior Class Advisor	\$857
	Buck, Randy	NAACP Youth Council (.5)	\$194
	Whitaker, Wayne	NAACP Youth Council (.5)	\$194
	Bednarik, Jeanne	Key Club (.5)	\$194
	Reitz, Tara	Key Club (.5)	\$194
	Negron-Garcia, Jeanne	Latino Leadership (.5)	\$182
	Vazquez, Kristin	Latino Leadership (.5)	\$194
	Bogusky, Joyce	Literary Publication – Young Writer (.5)	\$976
	Chickey, Natalie	Literary Publication – Young Writer (5)	\$976
	Corrigan, Michael	Newspaper – Liberty Life	\$3,173
	Fritchman, Scott	Mathematics Team	\$2,495
	McKernan, Cecile	Mini Globe Trotters	\$388
	Adelsberger, Tammy	National Honor Society (.5)	\$194
	Chickey, Natalie	National Honor Society (.5)	\$194

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
6.		Extracurricular Activity Advisors - High Schools <i>Liberty (continued)</i>	
	Leeson, Maureen	PJAS	\$388
	Davis, Rebekah	Reading Olympics	\$349
	Prodes, Jane	S.A.D.D.	\$388
	Ambrose, David	Scholastic Scrimmage	\$2,495
	Hoffman, Mark	Science Olympiad	\$388
	Terry, Daniel	Senior Class Advisor	\$1,095
	Waldron, Melissa	Senior Class Advisor	\$1,095
	Tone, John	Shakespeare Club	\$388
	Jones, Kevin	Ski Club	\$388
	Halper, Jamie	Sophomore Class Advisor	\$578
	Wallaesa, Lynann	Sophomore Class Advisor	\$578
	Gonzalez, Maritza	Spanish Club	\$388
	Makary, Ross	Stage Crew	\$1,095
	Ambrose, David	Strategy Club (.5)	\$194
	Kehler, Bruce	Strategy Club (.5)	\$194
	Perkins, Cheryl	Student Activities Treasurer	\$2,070
	Reitz, Adam	Student Government	\$1,095
	McHenry, Kimberly	Thon (.5)	\$194
	Varju, Kelly	Thon (.5)	\$175
	Bittner, Shaughn	Video Production Club	\$388
	Truby, John	Weightlifting Club	\$349
	Skelly, Anne	Welcome Team	\$388
	Justice, Gayle	Women's Chorale (.5)	\$320
	Snyder, Krista	Women's Chorale (.5)	\$320
	Gilliard, Lisa	Yearbook (Cauldron)	\$3,173

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
7.	Dzienis, Jayne Resto, Carmen Traupman, Linda Avila, Marisol Colon, Carmen Rosario, Joseline Rupert, Gwynn Bialobrzski, Ruth Galindo, Emma Hoimes, Afrodite Bedics, Sharon DeJesus, Glouceryn Laslo, Phyllis Ehret, Brenda Grullon, Maria Applegate, Donna Bruno, Paulette Read, Helen	<i>Fruit and Vegetable Program</i> (hours to be determined) Donegan Donegan Donegan Fountain Hill Fountain Hill Fountain Hill Fountain Hill Freemansburg Freemansburg Freemansburg Lincoln Lincoln Lincoln Marvine Marvine Thomas Jefferson William Penn William Penn	To be paid regular hourly rate <i>(grant funded)</i>
8.	Radler, Chad Stewart Natalie Vazquez, Kristen Andreucci, Robert Geisler, Andrew Giannantonio, Amy Gori, Michael Hart, Nicole Medina, Jonathan Muller, Michael Muth, Diane Pitsilos, Andrew	L/AMP Facilitator Counselors Teachers	\$34.85 per hour \$34.85 per hour \$34.85 per hour

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
8.		L/AMP (continued)	
	Briggs, Marianne Danilovicz, Judith Knepp, Shaunna Leeson, Maureen McCauley, Jennifer Whitaker, Wayne Marrero, Antonio	Substitute Teachers	\$34.85 per hour
	Morgan, Pierre	Monitor	\$12.31 per hour
	Ford, Ronnell	Substitute Monitor	\$10.00 per hour
9.		Middle School Content Leaders Broughal	
	Simpson, Kelly	Guidance (5 person)	\$748
	Bowen, Mary	Language Arts (5 person)	\$748
	Volkert, Michelle	Mathematics (6 person)	\$811
	Kutz, Gina	Reading (5 person)	\$748
	Cirucci, Lori	Science (6 person)	\$811
	Reiss, Thomas	Social Studies (5 person)	\$748
	Marek, Deborah	Special Education (8 person)	\$925
		East Hills	
	Schwartz, Andrea	Guidance (4 person)	\$748
	Rodriguez, Lisa	Language Arts (5 person)	\$748
	Kruk, Christine	Mathematics (12 person)	\$1,038
	Weaver, Jennifer	Reading (14 person)	\$1,038
	Tancin, Thomas	Science (8 person)	\$925
	Arner, Michael	Social Studies (7 person)	\$864
	Amato, Kristin	Special Education (10 person)	\$1,038

29. Nominations**RECOMMENDATION:*****C. Miscellaneous (continued)***

	NAME	ASSIGNMENT	SALARY
9.		Middle School Content Leaders (continued) Nitschmann	
	Ritter, Deborah	Guidance (5 person)	\$748
	Falteich, Charles	Language Arts (6 person)	\$811
	Patti, Nicole	Mathematics (9 person)	\$1,021
	Downey, Craig	Reading (5 person)	\$748
	Landino, Richard	Science (8 person)	\$925
	Miller, Cristin	Social Studies (9 person)	\$1,021
	Dugan, Deanna	Special Education (7 person)	\$864
		Northeast	
	Kern, Erin	Guidance (5 person)	\$748
	Jewell, Catherine	Language Arts (7 person)	\$864
	Zoudeh, Nancy	Mathematics (9 person)	\$1,021
	Roehrenbeck, Mary	Reading (5 person)	\$925
	Patterson, Brian	Science (5 person)	\$748
	Labe, Ann	Social Studies (5 person)	\$748
	Bellman, Christopher	Special Education (9 person)	\$1,021
10.		Middle School Grade 8 Level Leaders	
	McCann, Sarah	Broughal	\$1,038
	Dando, Timothy	East Hills	\$1,038
	Hood, Tanya	Nitschmann	\$1,038
	Shive, Linda	Northeast	\$1,038

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
11.		Middle School – Team Leaders	
		<i>East Hills</i>	
	Cavey, Kristen	Grade 6 (3 person)	\$1,144
	Kreidler, Elizabeth	Grade 6 (2 person)	\$992
	Nawrocki, Matthew	Grade 6 (2 person)	\$992
	Shaffer, Pamela	Grade 6 (2 person)	\$992
	Tate, Gerald	Grade 6 (2 person)	\$992
	VanHise, Michele	Grade 6 (2 person)	\$992
	Arner, Michael	Grade 7 (5 person)	\$1,468
	Carpenter, Adam	Grade 7 (5 person)	\$1,468
	Weaver, Jennifer	Grade 7 (5 person)	\$1,468
	Steger, Kathleen	Related Arts I (11 person)	\$992
	Sparks, William	Related Arts II (13 person)	\$992
		<i>Nitschmann</i>	
	Stambaugh, Courtney	Grade 6 (3 person)	\$1,144
	Dendrinis, Efethia	Grade 6 (3 person)	\$1,144
	Schultz, Stephanie	Grade 6 (2 person)	\$992
	Baran, Natalie	Grade 6 (2 person)	\$992
	Miller, Laurie	Grade 7 (5 person)	\$1,468
	Hess, Jeremy	Grade 7 (5 person)	\$1,468
	Van Woert, Lory	Grade 7 (2 person)	\$992
	Ellis, Lara	Related Arts (10 person)	\$992
	Sierra, Trinidad	Related Arts (10 person)	\$992
		<i>Northeast</i>	
	Braido, Julie	Grade 6 (2 person)	\$992
	Heller, Brian	Grade 6 (2 person)	\$992
	Labe, Ann	Grade 6 (2 person)	\$992
	Maderas, Laura	Grade 6 (2 person)	\$992
	Smisko, Rose Ann	Grade 6 (2 person)	\$992
	Jeffress, Karen	Grade 7 (5 person)	\$1,468
	Vanderstel, Elisa	Grade 7 (5 person)	\$1,468
	Sterns, Sandra	Related Arts I (8 person)	\$883
	Parker, Denise	Related Arts II (13 person)	\$992

29. *Nominations*

RECOMMENDATION:

C. Miscellaneous (continued)

	NAME	ASSIGNMENT	SALARY
12.	Hudak, Kristine	Permanent Day-to-Day Substitutes – Elementary Fountain Hill	\$100 per day (October 1, 2013, until the end of the day on May 30, 2014)
13.	Searfass, Jeffrey	Permanent Day-to-Day Substitutes – Middle East Hills	\$100 per day (October 1, 2013, until the end of the day on May 30, 2014)
14.	Matus, Rachel Mosser, Thomas Wallace, Kelsey	Permanent Day-to-Day Substitutes – Secondary Freedom Freedom Liberty (until the return of A. Brodt, who has been temporarily reassigned)	\$100 per day \$100 per day \$100 per day (August 26, 2013, until the end of the day on May 30, 2014)
15.	Gross, Maryann Davies, Christy Dawley, Joyce Rupnik, Brian Moran, Michael Long, Kevin Lynn, Andrew Frank, Allen	Summer Band Broughal, Director East Hills, Director Nitschmann, Director Northeast, Director (not to exceed 50 hours each) Freedom, Director Liberty, Director (not to exceed 100 hours each) Freedom, Assistant Director Liberty, Assistant Director (not to exceed 50 hours each)	\$34.40 per hour

29. Nominations**RECOMMENDATION:*****C. Miscellaneous (continued)***

	NAME	ASSIGNMENT	SALARY
16.	Williams, Brittany	Summer Guidance Counselor, Liberty	To be paid contractual per diem rate, not to exceed 3 days
17.	Noller, Kerrin	Summer Psychology Services	\$34.40 per hour
18.	Inductees	Support Teachers	Support Teacher Stipend
	Bakun, Rachel	Landis, Heidi	\$656
	Campbell, Isabella	Giampapa, Tammy	\$656
	Cedor, Jessica	Roehrenbeck, Mary	\$656
	Cline, Jillian	Mueller, Jennifer	\$656
	Crane, Kelly	Safranek, Stephanie	\$656
	Culligan, Ashley	Dolak, Donna	\$656
	Danner, Kristen	Sterns, Sandra (.5)	\$328
	Durante, Christopher	Landino, Richard	\$656
	Erney, Nicole	Squire, Marcia (.5)	\$328
	Fondl, Kaitlyn	Zsilavec, Kati	\$656
	Fontanez, Kristina	Coxe, Jenna	\$656
	Fosburg, Rachel	Blocker, Yvonne	\$656
	Greco, Brittany	Houck, Shelly	\$656
	Hahn, Breanna	Santini, Cheryl	\$656
	Heintzelman, Gina	Shive, Linda	\$656
	Howells, Eva	LaBarre, Rosemary	\$656
	Hunsicker, Lindsey	McKinnon, Stephanie	\$656
	Kalamar, Kelsey	Weaver, Heather (.5)	\$328
	Kostalis, Amanda	Carpenter, Adam	\$659
	Kukuvka, Luke	Fulks, Carolyn	\$656
	Marino, Sherri	Fritzinger, Joseph	\$656
	Mikitka, Kaitlin	Ziegler, George	\$656
	Mirabito, Antonio	Giannaras, Nikki	\$656
	Murnin, Katherine	Phillips, Melissa	\$656
	Nabavian, Ali	Ziegler, George (.5)	\$328
	Newhard, Angela	Arner, Michael	\$656
	Nork, Amy	George, Ursula	\$656
	Oliveras, Aja	Medei, Nicole	\$656
	Pierson, Simone	DaCosta, Janice	\$656
	Radosta, Gina	Chomo, Jennifer	\$656

29. Nominations**RECOMMENDATION:*****C. Miscellaneous (continued)***

	NAME	ASSIGNMENT	SALARY
18.	Inductees	Support Teachers (continued)	Support Teacher Stipend
	Reed, Christine	Miller, David	\$656
	Sak, Andrew	Moran, Michael (.5)	\$328
	Sanchez, Jose	Schwarzbach, Lorie	\$656
	Santanasto, Amy	McGee, Sharon	\$656
	Schenk, Kelly	Majczan, Sheri	\$656
	Simendinger, Leah	Chruscial, Brant	\$656
	Smith, Kellena	Krieger, Carla	\$656
	Snow, Joseph	Makin, Donita	\$656
	Treichler, Diane	Sassaman, Melissa	\$656
	VanOrden, Kimberly	Bleiler-Conrad, Suzanne	\$656
	Van Woert, Lory	Hriniak, Sarah	\$656
	Viglianti, Steven	Weisler-Smith, Susan	\$656
	Wawrzyniak, Taylor	Schellhaus, Ashley	\$656
	Whitney, Mark	Vincent, Elizabeth	\$656
	Williams, Brittany	Clewell, Cheryl	\$656
	Zeltner, Kristen	Derr, Julie	\$656
	Zulli, Ashley	Barney, Maria (.5)	\$328
19.	Rupp, Karen	Webmaster, William Penn	\$578
20.	Exceptional students listed on confidential page	Work Experience/Job Training	\$7.25 per hour

29. Nominations**RECOMMENDATION:*****D. Substitutes***

INSTRUCTIONAL	
Abdouche, Nadine	Irving, Allison
Barr, Lisa	Kocher, Kelly
Doster, Barbara	Leberfinger, Aaron
Duncan, Virginia	Litak, Morgan
Dutcher, Benjamin	Nielson, Jaclyn
Edwards, Stephanie	Poskay, Rose
Ender, Susan	Prendergast, Marie
Flanagan, Alyssa	Raymond, Mary
Fogel, Joan	Rehl, Jessica
Hall, Brandon	Silvasy, Olga
Hamilton, Julie	Squire, Marcia
Heffelfinger, Leanne	Vazquez, Brittany
Hughes, Abby	

NONINSTRUCTIONAL	
Cuellar, Connie	Ryan, Michele
Jones, Christie	Steltz, Tammy

30. Reassignments**RECOMMENDATION:*****A. Administrative***

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Roy, Joseph J.	Superintendent	\$170,000	July 1, 2013

30. Reassignments**RECOMMENDATION:*****B. Instructional***

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Fosburg, Rachel	Assignment: Spring Garden, Special Education Teacher From: Bachelor's, Step 1 To: Bachelor's +15, Step 1	\$45,574	August 21, 2013
2.	Garcia, Daniel	Assignment: Donegan, Grade 5 Teacher From: Bachelor's, Step 4 To: Bachelor's +15, Step 4	\$47,655	August 21, 2013
3.	Mueller, Julie	From: Northeast, (.6) Literacy Teacher To: Farmersville, (.8) Librarian	\$38,124 Bachelor's +15, Step 4	August 21, 2013
4.	Thomas, Sarah	Assignment: Northeast, German Teacher From: Temporary Professional Employee To: Professional Employee		August 21, 2013
5.	Wakeman, Kelly	Assignment: Broughal, English Teacher From: Temporary Professional Employee To: Professional Employee		August 21, 2013

30. Reassignments**RECOMMENDATION:*****C. Noninstructional***

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Brensinger, Lois	From: James Buchanan, General Kitchen Help, 3.75 hours daily, lunch/Liberty, General Kitchen Help, 2 hours daily, breakfast To: James Buchanan, General Kitchen Help, 3.75 hours daily, lunch/1 hour daily, breakfast/Liberty, General Kitchen Help, 2 hours daily, breakfast	\$13.61 per hour	September 24, 2013
2.	Corriell, Allen	From: Freedom, Supplemental Custodian To: Liberty, C-1 Custodian	\$15.59 per hour	September 24, 2013
3.	Garcia, Orquidea	From: Broughal, General Kitchen Help, 3.5 hours daily, lunch To: Broughal, General Kitchen Help, 3.5 hours daily, lunch/1 hour daily, breakfast	\$13.93 per hour	September 24, 2013
4.	Hussain, Shahla	Assignment: Child Care, Center Supervisor From: 8 hours per day To: 5.5 hours per day	\$24,131, Noninstructional Meet and Discuss Category K-12, Step 8	August 26, 2013

30. Reassignments**RECOMMENDATION:*****C. Noninstructional***

	NAME	FROM/TO	SALARY	EFFECTIVE
5.	Hymans, Jerome, II	Assignment: Child Care, Center Supervisor From: 8 hours per day To: 5.5 hours per day	\$21,533 Noninstructional Meet and Discuss Category K-12, Step 3	August 26, 2013
6.	Rand, Yudy	Assignment: Child Care, Center Supervisor From: 8 hours per day To: 5.5 hours per day	\$23,571 Noninstructional Meet and Discuss Category K-12, Step 3	August 26, 2013
7.	Torres, Audie	From: Grants Department, Bookkeeper To: Supervisor of Child Accounting	\$53,909, prorated Noninstructional Meet and Discuss Category C, Step 3	September 24, 2013

D. Miscellaneous

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Brodt, Amanda	From: Liberty, Permanent Day-to-Day Substitute To: Substitute for A. Hinkel (temporarily reassigned)	Regular substitute teacher rate	August 26, 2013, until the return of A. Hinkel
2.	Soto, Rebecca	From: Northeast, Head Girls Basketball Coach To: Liberty, Head Girls Basketball Coach	\$7,982	2013-2014 school year

Human Resources Items

President Faccinetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

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

Dr. Roy stated that there is a correction to page 31, number 7 and page 32, number 12. They are the middle school after school coordinators, and these positions are not grant funded. It was part of the annual budget adoption for after school programming at the middle schools.

Seeing no more discussion regarding these items, President Faccinetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0

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

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

EFFECTIVE: August 24, 2013

Mohap, Jacqueline

East Hills, Literacy Teacher

Patti, Nicole

Nitschmann, Mathematics Teacher

EFFECTIVE: August 25, 2013

Doncsecz, Jennifer

Northeast, Special Education Teacher

Gough, Erik

Northeast, Technology Education Teacher

Lerch, Keegan

Lincoln/William Penn, Music Teacher

Little, Richard

Liberty, Science Teacher

Thomas, Sandra

East Hills, ESOL Teacher

Valvik, Janet

Farmersville/Nitschmann, School Nurse

Wright, Meghann

Donegan/Spring Garden, Music Teacher

Human Resources Items

President Faccinnetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Dr. Roy made a correction to the personnel section. Seeing no more discussion regarding these items, President Faccinnetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0

32. *Superintendent's Contract Renewal*

INFORMATION:

The Board of School Directors met with the Superintendent of Schools, Dr. Joseph J. Roy, to renew his contract. The Board of School Directors and Dr. Roy have agreed on the terms of a five-year agreement commencing on July 1, 2014.

RECOMMENDATION:

That the Board of School Directors reappoints Dr. Joseph J. Roy as Superintendent of Schools for an additional term of five years effective July 1, 2014, and approves the employment agreement with Dr. Joseph J. Roy.

Human Resources Items

President Faccinnetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Dr. Roy made a correction to the personnel section. Seeing no more discussion regarding these items, President Faccinnetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0

**BETHLEHEM AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

THIS CONTRACT is made and entered this 23rd day of September, 2013, by and between the Board of School Directors of the Bethlehem Area School District with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and Dr. Joseph J. Roy (hereinafter referred to as "District Superintendent" or "Dr. Roy").

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the 23rd day of September, 2013, did appoint Dr. Roy to the office of District Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing;

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

1. Term.

The Board, in consideration of the promises herein contained, has employed Dr. Roy and Dr. Roy hereby accepts said employment as District Superintendent of the Bethlehem Area School District for a five-year term commencing on July 1, 2014 and ending on June 30, 2019 ("Term").

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or of this Contract.

2. Authority of District and District Superintendent.

The District, on its own behalf and on behalf of the electors of the District, and District Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him, respectively, by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power, rights, authority, duties and responsibilities limited by the express terms of this Contract.

3. Professional Qualifications.

The District Superintendent covenants that he possesses all of the qualifications that are required by law to serve as the District Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. The District Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public School Code.

4. Duties and Responsibilities.

A. During the Term of this Contract the District Superintendent agrees to serve as Chief Administrator of the District and Executive Officer for the Board of School Directors, and to perform the duties of the District Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District's Job Description for the position of District Superintendent (attached and incorporated into this Contract as Appendix A), and the provisions of this Contract.

B. The Board acknowledges that in order to provide for effective administration of the District and to accomplish the District goals and priorities, the District Superintendent must have a leadership team and administrative organization aligned with his vision of education and he must have authority as to staff. In order to facilitate this, the parties agree:

- The District Superintendent has the right and discretion to select the members of his administrative team, subject to approval by the Board, which approval shall not be withheld arbitrarily;
- The salaries and key terms of employment for the administrative team and personnel shall be discussed between the Board and District Superintendent prior to any Board personnel decisions; and
- The District Superintendent will have the primary responsibility to select personnel for building administrative positions. The District Superintendent shall determine the interview selection process and procedures in accordance with Board policy and shall make a recommendation to the Board for hiring for each position.

C. The District Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors. The District Superintendent shall be the Chief Executive Officer of the District and, as such, it shall be the duty of the District Superintendent to:

- Establish an organizational structure and educational programs that are conducive to creating conditions of success for all students to meet high educational standards;
- Provide leadership in the development and regular review of the District's strategic plan and the establishment of annual priority goals and student learning objectives;
- Establish procedures for interviewing, recommending, and also demoting and/or terminating employment of building principals and other management staff;
- Establish internal administrative office operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements;
- Recommend for Board action the hiring of appropriate and highly qualified staff to carry out the District's goals;

- Monitor student and staff performance and provide regular feedback to the Board;
- Provide leadership to building principals and other management staff and all District professional employees, and supervise and direct them in their duties;
- Maintain prudent fiscal oversight and recommend for Board action annual budget plans that are aligned with the District priorities and student learning objectives;
- Adhere to the authorized budget. Immediately inform the District Board once the District Superintendent learns that expenditures are projected to exceed the authorized budget;
- Provide qualitative data and information to all members of the Board to help them make good policy decisions;
- Maintain positive relationships with community stakeholders, including the Union representatives of the professional and non-professional employees and administrators;
- Plan for and recommend professional development plans that meet the needs of individual staff members as well as District priority goals and student instructional needs;
- Create partnerships with other community service providers, when appropriate, to support the success of all children;
- Practice and institutionalize within the District the concept of continuous improvement and accountability to the goals of the District;
- Serve as a public advocate for the District and the children and youth who live within the District or attend District schools;
- Ensure the development of curriculum that aligns with state standards, when necessary, and federal standards if applicable, and present curriculum recommendations to the board when required by law or policy;
- Follow all district policies in the administration of District business, and require staff and students to comply;
- Interpret and/or supervise the implementation of all Federal and state laws relevant to education; and
- Perform other duties as deemed necessary and appropriate under the direction of the Board of School Directors.

D. The District Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. The District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to the

District Superintendent's own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members individually shall promptly refer all criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendation as appropriate.

E. The Superintendent expressly warrants and represents that he does not and will not have, during the term of this Contract, any financial interest, direct or indirect, in the sale or adoption of any book or books, or the sale to or lease by the District of any supplies or equipment. He further warrants that he has not violated the provisions of the Pennsylvania Public School Code as they apply to the qualifications for or election of Superintendent.

F. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. All official contacts between Board Members and the staff of the District shall be through the District Superintendent exclusively. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individual Board members in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.

G. The District Superintendent agrees to devote his full time, attention, skills and labor to his employment as District Superintendent during the term of this Contract provided, however, that he may undertake, and be compensated for, outside work, including consultative work, speaking engagements, writing, lecturing, adjunct teaching, appointments to boards, foundations, or commissions, or other professional services which do not interfere with the District Superintendent's obligations pursuant to this Contract, provided the District Superintendent provides the Board with prior written notice of such outside work.

5. Compensation – Salary and Benefits.

A. **Salary.** The Board of School Directors and the District Superintendent agree to the following:

- 1) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and District Superintendent.
- 2) The Board hereby retains the right to adjust the salary of the District Superintendent during the Term of this Contract; but any such adjustment shall not decrease the District Superintendent's salary during the term of this Contract, or through any amendment or extension of this Contract, unless agreed to in writing by the District Superintendent.
- 3) Effective July 1, 2014, the annual salary of the District Superintendent shall be the amount of One Hundred and Seventy Thousand Dollars and 00/100 (\$170,000.00) plus any increase thereafter made in accordance with subparagraph 5(A)(4) below.
- 4) On July 1, 2014 and on July 1st of every subsequent year of this Contract, the Board may provide an increase to the District Superintendent's salary, in its discretion, provided that the District Superintendent's performance is not rated unsatisfactory for the immediately preceding school year in accordance with the provisions of this Contract.

- 5) The District in so adjusting the District Superintendent's salary shall not be considered to have entered into a new contract with the District Superintendent or to have extended the termination date of this Contract.

B. The District shall provide the District Superintendent with the following additional benefits:

1) Vacation Leave and Holidays

The District Superintendent shall carry forward in this Contract and be credited on the first day of this Contract with all of his unused vacation leave accrued during his employment with the District.

In addition, the District Superintendent shall receive twenty (20) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 2014 and on July 1st of each subsequent year of this Contract. In addition, the unused portion of such allowance of vacation leave shall accrue from year to year without limit. The District Superintendent agrees to notify the Board President at least five (5) days in advance when he intends to use more than two (2) consecutive days of vacation leave, except in cases of personal or family exigent circumstances, in which cases he shall notify the Board President as soon as practicable.

On June 30 of each year of this Contract, the District shall pay the District Superintendent his then-current rate of pay for a maximum of five (5) days of unused vacation leave in excess of five (5) days. "Per diem rate of pay" as the term is used throughout this Contract shall equal the District Superintendent's gross annual salary divided by two hundred sixty (260).

In addition, the District shall pay the District Superintendent for unused days of vacation leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, at which time the District shall pay District Superintendent his then-current per diem rate of pay for each day of unused vacation.

In addition, the District Superintendent shall be entitled to receive, with full pay, all holidays available to administrative employees covered under the District's then-current administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) ("Instructional Act 93 Agreement").

2) Sick Leave

The District Superintendent shall carry forward in this Contract and be credited on the first day of this Contract with all of his unused sick leave accrued during his employment with the District, including such leave transferred from previous employment.

In addition, the District Superintendent shall receive thirteen (13) days of sick leave with full pay each year of this Contract, which shall be credited in full on July 1, 2014 and on July 1st of each subsequent year of this Contract. In addition, the unused portion of such allowance of sick leave shall accrue from year to year without limit.

The District shall pay the District Superintendent for unused days of sick leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, at which time the District shall pay District Superintendent for unused sick leave at the

rate of One Hundred and Fifty Dollars (\$150.00) per day for each day of unused sick leave, up to a maximum of one hundred (100) days of unused sick leave earned while employed in the District.

The District Superintendent may use his days of sick leave to care for members of his "immediate family" as that term is defined in the "Bereavement Leave" subparagraph of this Contract. Sick days used for members of his "immediate family" will be deducted from his allocated sick leave in the same manner as those used for his own illness.

3) Personal Leave

The District Superintendent shall carry forward in this Contract and be credited on the first day of this Contract with all of his unused personal leave accrued during his employment with the District.

In addition, the District Superintendent shall receive one (1) day of personal leave with full pay each year of this Contract, which shall be credited in full on July 1, 2014 and on July 1st of each subsequent year of this Contract. In addition, the unused portion of such allowance of personal leave shall accrue from year to year; provided that the total number of personal days that may accrue shall not exceed four (4) days. Any personal leave accumulated on June 30th of each year of this Contract in excess of four (4) days shall be converted to days of sick leave.

In addition, when this Contract is terminated for any reason, whether voluntarily or involuntarily, the District shall pay the District Superintendent his then-current per diem rate of pay for each day of unused personal leave up to a maximum payment for four (4) days of unused personal leave.

4) Emergency Leave

The District Superintendent shall be entitled to two (2) days of emergency leave with full pay each year of this Contract, which shall be credited in full on July 1, 2014 and on July 1st of each subsequent year of this Contract. Emergency days shall be deductible from sick leave. Emergency days are not accumulated for future use, and shall not be reimbursed.

5) Bereavement Leave

Absence on account of death in the immediate family or household, from the date of death until and including one day after the funeral, not to exceed five (5) days, shall be recompensed at full salary. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, step-mother, step-father, grandson, granddaughter, son-in-law, daughter-in-law, or near relative who resides in the same household, or any person with whom the District Superintendent has in his home at time of death.

One (1) day of absence on account of the funeral of a near relative shall be recompensed at full salary. "Near relative" shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, stepbrother, stepsister, brother-in-law, and sister-in-law. "Near relative" shall not include uncle-in-law, aunt-in-law, nephew-in-law, and niece-in-law.

6) Jury Duty and Court Appearances

The District Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty and court and other appearances for any proceeding at which he is subpoenaed to appear. To accomplish this, the District Superintendent shall be paid his full salary and shall endorse to the District any voucher or payment received for jury duty.

7) Sabbatical Leave

The District Superintendent shall be eligible for sabbatical leave provided that he has completed five (5) years of consecutive service in the District and ten (10) years of service in the Commonwealth of Pennsylvania. An application for sabbatical leave shall be filed with the Board President within a reasonable time before the semester to which a sabbatical leave will apply. An application shall be for one-half (1/2) year or one (1) full year and may overlap two (2) school years. All sabbatical leave shall comply with and be governed by the Public School Code.

8) Life Insurance

The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy with a benefit amount equal to two (2) times the District Superintendent's annual salary. The District Superintendent shall be the owner of the policy and shall have the sole right to determine the beneficiary of such policy. In addition, the District shall reimburse the District Superintendent for additional term life insurance up to a maximum of Two Thousand, Five Hundred Dollars (\$2,500.00) per year of this Contract. The District's obligation to maintain the cost of the term life insurance policy and reimburse the District Superintendent for additional term life insurance shall terminate upon the termination of this Contract for any reason.

9) Medical Insurance

a) The District shall provide the District Superintendent, his spouse and eligible dependents medical insurance benefits, including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental coverages, or substantial equivalents thereto, as provided under the School District's then-current Instructional Act 93 Agreement or medical insurance coverage plan offered by the District to any other District employee. The District Superintendent shall have the right, at his sole discretion, to select his medical insurance coverages from the plan coverages offered by the District to any District employee.

b) In the event that the District Superintendent's employment with the School District is terminated:

i. Pursuant to subparagraphs 10(B), 10(C), 10(D), or 5(B)(11)(a) herein, and in the event that the District Superintendent is eligible for and exercises his retirement rights under the Pennsylvania State Employees' Retirement System, then the District shall continue to provide the District Superintendent, his spouse, and eligible dependents with medical insurance benefits including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental coverages, at least comparable to, and under the same terms and conditions as those provided under the District's Instructional Act 93 Agreement as of the

District Superintendent's effective date of employment termination, until the Superintendent reaches the age of sixty-five (65) or the age in which the District Superintendent becomes eligible for Medicare, whichever is later. This obligation shall survive the termination of the Contract. Any future health care coverage changes that affect the District's Instructional Act 93 group members will also affect the District Superintendent; OR

- ii. Pursuant to subparagraphs 10(C), 10(D), or 5(B)(11)(a) herein, and in the event that the District Superintendent is not eligible for and does not exercise his retirement rights under the Pennsylvania State Employees' Retirement System, then the District shall continue to provide the District Superintendent, his spouse and eligible dependents medical insurance benefits, including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental coverages, or substantial equivalents thereto, as provided under the District's Instructional Act 93 Agreement as of the District Superintendent's effective date of employment termination, for a period of twelve (12) months following the effective date of the District Superintendent's termination from employment. Any future health care coverage changes that affect the District's Instructional Act 93 group members will also affect the District Superintendent.

10) Graduate Coursework, Professional Development and Continuing Education

a) Graduate Coursework

The District shall reimburse the District Superintendent the full cost of tuition and associated fees and books for all graduate courses, including on-line courses, taken by the District Superintendent at an accredited institution, provided that (1) the District Superintendent earns an eighty percent (80%) or better in the course for which he seeks reimbursement; and (2) the course for which he seeks reimbursement was approved in advance by the Board. The District Superintendent may be reimbursed for a maximum of twelve (12) credits per year of this Contract. The maximum yearly benefit cannot exceed the September 1 graduate tuition rate for Lehigh University for twelve (12) credits. Upon the termination of this Contract pursuant to subparagraphs 10(A) or 10(B) herein within one (1) year of completion of a course for which reimbursement was authorized, the District Superintendent shall pay the District One Hundred Percent (100%) of the amount received. Upon the termination of this Contract pursuant to subparagraphs 10(A) or 10(B) herein within two (2) years of completion of a course for which reimbursement was authorized, the District Superintendent shall pay the District Seventy-Five Percent (75%) of the amount received. Upon the termination of this Contract pursuant to subparagraphs 10(A) or 10(B) herein within three (3) years of completion of a course for which reimbursement was authorized, the District Superintendent shall pay the District Fifty Percent (50%) of the amount received. Upon the termination of this Contract pursuant to subparagraphs 10(A) or 10(B) herein within four (4) years of completion of a course for which reimbursement was authorized, the District Superintendent shall pay the District Twenty-Five Percent (25%) of the amount received.

b) Professional Development and Continuing Education

The District shall pay the full enrollment cost and/or tuition and fees for all professional development courses and continuing education courses taken by the District Superintendent during this Contract; provided that such courses are approved in advance by the Board and subject to repayment in full by the District Superintendent for any course in which the District Superintendent fails to receive a final passing grade or otherwise successfully complete.

11) Disability

a) Inability to Perform Duties

Should the District Superintendent be unable to perform substantially all of his duties by reason of illness, accident or other cause beyond his control, and if said disability is permanent, irreparable, or of such a nature that, as determined by a licensed physician mutually selected by the Board and the District Superintendent, will make the performance of his duties impossible, the Board has the option to terminate the District Superintendent's employment, upon sixty (60) days' prior written notice to District Superintendent; the District Superintendent's date of termination from employment shall not become effective until the date upon which the District Superintendent receives written notice of termination from employment or has exhausted all accrued sick days, whichever last occurs.

Upon termination of the District Superintendent's employment pursuant to this subparagraph 5(B)(11)(a), the District shall immediately pay to the Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his termination, whereupon the respective duties, rights and obligations hereof shall terminate, except as otherwise set forth herein.

In the event that the District Superintendent's employment is terminated pursuant to this subparagraph 5(B)(11)(a), the District Superintendent shall not be entitled to receive from the District life insurance benefits, PSERS benefits, or disability insurance benefits not earned or accrued in accordance with this Contract prior to the effective date of the termination of employment.

In the event that the District Superintendent's employment is terminated pursuant to this subparagraph 5(B)(11)(a), the District shall provide the District Superintendent, his spouse, and eligible dependents with medical benefits pursuant to subparagraph 5(B)(9)(b), as applicable.

b) Disability Insurance

The District shall obtain and pay the full cost of the premiums for the purchase of a disability income protection insurance policy through the PSBA Long Term Disability Coverage Plan for the District Superintendent, which policy shall provide monthly disability income to the District Superintendent in an amount equal to seventy percent (70%) of the District Superintendent's gross monthly salary as of the date upon which disability payments begin pursuant to this subparagraph. The policy shall entitle the District Superintendent to disability

payments beginning after the exhaustion of his sick leave and continuing until age sixty-five (65) under a policy selected and fully paid for by the District. This obligation shall survive the termination of this Contract, provided, however, that this obligation shall terminate in the event that the District Superintendent's employment with the District is terminated for cause for the reasons specified in Section 1080 of the Public School Code.

12) Professional Associations and Community Service Organizations

The District shall pay the full cost of the District Superintendent's annual membership and participation in at least three (3) professional associations, including but not limited to the American Association of School Administrators, the Pennsylvania Association of School Administrators, and the Pennsylvania Association for Supervision and Curriculum Development. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the District Superintendent to participate actively. The District and District Superintendent may mutually agree to change, add to, or delete the professional association memberships covered by this paragraph, and any such change shall be in writing and approved by the Board.

13) Meetings, Conventions and Conferences

The duties of the District Superintendent require his presence at meetings, conventions, and conferences in order that he can maintain awareness of current education-related issues and information. The District Superintendent shall have the right to attend regional, state and national meetings, conventions and conferences for the purpose of professional development. The District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. The District Superintendent shall be reimbursed for all costs associated such meetings, conventions and conferences including registration, travel, food and lodging in accordance with District policies and procedures applicable to other District professional employees.

14) Transportation Allowance

The District shall provide the District Superintendent with a monthly automobile use and maintenance allowance in the amount of Three Hundred Fifty Dollars (\$350.00) to cover the use of his personal automobile for his District duties; mileage will not be reimbursed. Such allowance is in addition to the District Superintendent's salary.

15) Third Party Payment

In the event that any third party offers to pay expenses for any professional group, conference, or meeting that the District Superintendent desires to attend as part of his professional obligations for the District, the Board shall be advised at least one (1) month in advance, and the Board shall determine if any additional meetings that require District Superintendent to be absent from the District are approved.

16) Charge Account

The District Superintendent may be provided a charge account for professional and necessary usage for expenses that are reasonable and necessary in the performance of his duties. Such charges shall not include purchase of alcohol beverages for himself or others, nor shall such charges include personal items or supplies. Charge bills are public records and may be requested for review by any Director or member of the public and as such, shall be treated accordingly and

confidentiality is not a privilege associated with the usage of the charge bill unless a specific legal reason permits or requires confidentiality.

17) Technology and Communication

The District shall provide the District Superintendent with a web-enabled smart phone. The District is not responsible for personal calls or charges if such exceed the plan allowances, unless such calls are necessitated by the District Superintendent's absence from the District for business reasons.

18) Service Time Incentive

Upon his retirement from the District, the District Superintendent shall receive an incentive payment in the amount of One Thousand Dollars (\$1,000.00) for each year of administrative employment with the District. Such payment shall be prorated on a monthly basis for partial years of service.

19) Other Benefits

The District Superintendent shall be entitled to any and all benefits and incentives provided to any other District employee, including but not limited to all benefits and incentives specified in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Contract. Any increase or improvement in benefits and incentives extended to District employees during the Term of this Contract will also be extended to the District Superintendent and become part of this Contract. Any decrease or reduction in benefits or incentives to District employees that affect this Contract will not reduce the benefits and incentives provided to the District Superintendent during the term of this Contract but may be discussed upon any Contract renewal. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the District Superintendent as may be agreed to in writing by the parties.

6. Assessment of Performance.

- A. The Board shall evaluate, in writing, the performance of District Superintendent at least once a year during the term of this Contract, no later than August 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the District Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. In the absence of such agreed-upon evaluation method, the evaluation method attached as Appendix B to this Contract shall be used for the annual performance assessment. The annual performance assessment shall be based upon the performance of all duties and responsibilities of Dr. Roy as District Superintendent as set forth in the District Superintendent's job description (Appendix A hereto), relevant Board policies as now or hereafter adopted, and the objective performance standards, attached hereto as Appendix C and incorporated herein by reference.

Notwithstanding anything herein to the contrary, any evaluation instrument and method selected shall not average the feedback of each Board member regarding each aspect of the evaluation, but rather, each Board member may perform his/her independent evaluation and cast his/her vote. The Board shall then speak in one voice based upon the Board's

consensus. In the event the Board consensus determines that the performance of the District Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the District Superintendent. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the District Superintendent's response(s) shall be totally private and in no manner become public knowledge either through written or verbal communication, except as otherwise expressly required by state or federal law. The District Superintendent's performance shall be deemed satisfactory and the District Superintendent shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Contract.

B. The performance assessment shall be used for the following purposes:

- 1) To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill;
- 2) To discuss and establish goals and/or objective performance standards for the ensuing year; and
- 3) To establish the basis for possible incremental adjustments in the annual salary rate for the District Superintendent.

C. **Performance Expectations, Including Objective Performance Standards.**

The performance of the District Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the District Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the District Superintendent's annual performance assessment and whether or not the District Superintendent met the agreed upon objective performance standards. No other information regarding the District Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The Board and District Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix C and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board and District Superintendent.

7. Investigations by the Board.

In the event that the Board of School Directors directs that any investigation of the District Superintendent's conduct or performance be undertaken, the District Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to any final reports generated by such an investigation and; (iii) granted the opportunity to respond, verbally or in writing, to any findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the District Superintendent of the commencement or progress of the same.

8. Professional Liability.

The District shall, at its own expense purchase and maintain Professional Liability Insurance which will provide Superintendent with a defense and indemnification in the event a claim, suit, action or legal proceeding is brought against him as an individual or in his official capacity. The Board agrees that it will defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, and for legal and other expenses incurred in connection with the same, provided the incident arose while District Superintendent was acting, or reasonably believed he was acting, within the scope of his employment; and provided further, that such liability coverage is within the authority of the Board to provide under Pennsylvania law. In no case shall individual Board members be considered personally liable for indemnifying the District Superintendent against such demands, claims, suits, actions and legal proceedings. Except as otherwise set forth in this Contract, the Board shall not be required to provide for or pay the costs of any legal proceedings in the event that the Board and District Superintendent are adverse parties. The obligations set forth in this Paragraph 8 shall survive the termination of this Contract.

9. Reappointment.

The Board shall provide the District Superintendent with periodic opportunities to discuss the District Superintendent-Board relationship and shall inform him in writing at least annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the District Superintendent for another term, the Board shall notify the District Superintendent in writing by certified mail, no later than November 1, 2018 of the Board of School Directors' intent not to reappoint him. Should the District Superintendent not be so notified, he shall be reappointed at the next regular business Board meeting following November 1, 2018 for a term of five (5) years and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the District Superintendent.

10. Termination.

This Contract may be terminated prior to the end of the Term of this Contract as follows:

A. For Cause

The District Superintendent shall be subject to discharge and termination of this Contract for valid and just cause for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the District Superintendent's dismissal and the District Superintendent shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the District Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the District Superintendent. The District Superintendent shall have the right to

be represented by counsel at his sole cost and expense. Provided, however, if the charges against the District Superintendent are not sustained and/or should the District Superintendent prevail in any hearing or appeal, the Board shall reimburse the District Superintendent for all legal fees and expenses incurred by the District Superintendent in the proceedings. In the event that the District Superintendent is terminated from employment for valid and just cause pursuant to this subparagraph 10(A): 1. The District Superintendent shall only be entitled to receive from the District life insurance benefits, PSERS benefits, or disability insurance benefits earned or accrued in accordance with this Contract prior to the effective date of the termination of employment; and 2. The District Superintendent shall not be eligible for District medical benefits beyond the effective date of termination.

B. Resignation

This Contract may be unilaterally terminated without penalty by the resignation of the District Superintendent at any time; provided the District Superintendent gives the Board at least sixty (60) days' written notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall immediately pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract. The District shall provide medical benefits to the District Superintendent, his spouse, and his eligible dependents pursuant to subparagraph 5(B)(9)(b), if applicable.

C. Mutual Consent

The District Superintendent's employment may be terminated by the mutual consent, in writing, of the District Superintendent and the Board. If the District Superintendent's employment is terminated pursuant to this subparagraph 10(C):

- 1) The District shall immediately pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of the District Superintendent's employment; and
- 2) The District shall provide medical benefits to the District Superintendent, his spouse, and his eligible dependents pursuant to subparagraph 5(B)(9)(b), as applicable; and
- 3) Upon termination and payment of all benefits pursuant to this subparagraph 10(C) and subparagraph 5(B)(9)(b), the District Superintendent shall have no further rights or claims whatsoever against the District, Board or individual members thereof regarding the District Superintendent's employment, excepting District obligations surviving the term of this Contract; and
- 4) The District Superintendent shall be deemed to have resigned the District Superintendent's position as of the effective date of termination from employment and not the termination of payment of medical benefits pursuant to subparagraph 5(B)(9)(b); and
- 5) The District Superintendent shall not be entitled to receive from the District life insurance benefits, PSERS benefits, or disability insurance benefits not earned or accrued in accordance with this Contract prior to the effective date of the termination of employment.

D. Board Termination

- 1) Notwithstanding anything herein to the contrary, the Board may, without cause and for any non-discriminatory reason consistent with the law, terminate the District Superintendent's employment by giving a minimum of one hundred and fifty (150) days' written notice to the District Superintendent prior to the effective date of the proposed termination of employment. If the Board terminates the District Superintendent's employment in this manner, the District shall immediately pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of the termination of employment, plus any post-employment and retirement benefits specifically provided for in this Contract, including, but not limited to, medical benefits pursuant to subparagraph 5(B)(9)(b) herein, as applicable. Additionally, the Board shall not negatively evaluate or provide any negative job reference or information regarding the District Superintendent's work performance, unless otherwise expressly required by state or federal law.
- 2) In the event that the District Superintendent's employment is terminated pursuant to this subparagraph 10(D), the parties agree that beginning upon the effective date of termination of employment, the District shall pay to the District Superintendent twelve (12) months' salary ("Severance"), paid in equal installments in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and District Superintendent (hereafter, the "Severance Term"); provided, however, that:
 - a) Salary shall be calculated at the rate of pay in effect at the time of the issuance of the Notice of Termination; and
 - b) Upon termination and payment of all Severance owing hereunder, the District Superintendent shall have no further rights or claims whatsoever against the District, Board or individual members thereof regarding the District Superintendent's employment, excepting District obligations surviving the term of this Contract; and
 - c) The District Superintendent shall be deemed to have resigned the District Superintendent's position as of the effective date of termination from employment and not the termination of payment of severance benefits pursuant to this subparagraph 10(D); and
 - d) The District Superintendent shall only be entitled to receive from the District life insurance benefits, PSERS benefits, or disability insurance benefits earned or accrued in accordance with this Contract prior to the effective date of the termination of employment.

E. Death of District Superintendent

This Contract shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued, and/or is entitled to under this Contract through the date of the District Superintendent's death.

11. Modification

This Contract shall not be amended, changed or modified, except in writing approved of and signed by the District Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board.

12. Savings.

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

13. Obligations.

This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the District Superintendent and, to the extent applicable, his personal representatives and heirs.

14. Statutory Reference.

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.

15. No Waiver.

The failure to enforce or require the performance at any time of the provisions of this Contract shall in no way be construed to be a waiver of such provisions and shall not affect either the validity of this Contract or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Contract.

16. Applicable Law/Jurisdiction.

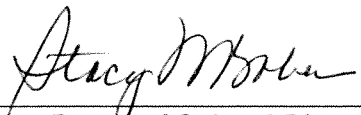
The Parties have executed this Contract intending to comply with the Pennsylvania School Code 24 P.S. §§ 10-1073 and 10-1073.1. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania in effect as of the date of execution of this Contract. The parties agree to submit to the exclusive jurisdiction of the Northampton County Court of Common Pleas for any action in law or equity to interpret, enforce, or defend a breach thereof or action seeking a declaratory judgment or injunction.

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

BETHLEHEM AREA SCHOOL DISTRICT:

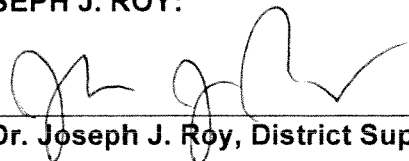
By: 
President, Board of School Directors

Date 9/23/13

Attest: 
Secretary, Board of School Directors

Date 9/23/13

DR. JOSEPH J. ROY:

By: 
Dr. Joseph J. Roy, District Superintendent

Date 9/24/13

BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

TITLE: Superintendent of Schools

REPORTS TO: Board of School Directors

JOB SUMMARY: To inspire, lead, guide, and direct each member of the administrative, instructional, and supportive services teams in setting and achieving the highest standards of excellence, so that each individual student enrolled in the District may be provided with a complete, valuable, meaningful, and personally rewarding education. To act as the CEO of the School District while maintaining the accountability of all staff members in supporting the District's mission.

Further, to oversee and administer the uses of all the District facilities, property, and funds with a maximum of efficiency, a minimum of waste, and an ever-present, overriding awareness of and concern for their impact upon each individual student's education.

PRIMARY DUTIES AND RESPONSIBILITIES:

1. Reads and abides by the Pennsylvania School Code, the policies and procedures adopted by the Board of School Directors and the administrative guidelines.
2. Reads, interprets, and incorporates instructional design and strategic planning as the common and basic structural foundations for the development of instructional programs.
3. Communicates clearly, concisely, and effectively, both orally and in writing, with the administrative staff, professional and support staff, students, parents, and community.
4. Possesses and applies computer skills to the job.
5. Supervises the maintenance of all required records and reports.
6. Completes annual administrative assignments as recommended by the Board.
7. Initiates and participates in activities designed to further the completion of approved District/building/personal goals and objectives.
8. Ensures the highest degree of confidentiality appropriate to the position.
9. Works the hours inherent to the position, including early in the morning, evening, and overnight, if necessary.
10. Attends and participates in all regular and special meetings of the Board, except when own employment or salary is under consideration, and makes recommendations of any nature affecting the District.
11. Supervises, either directly or through delegation, all activities of the school system according to the District policies.

12. Advises the Board on the need for new or revised policies and sees that all policies of the Board are implemented.
13. Conducts a continuous evaluation of the progress and the needs of the District's programs, services, personnel, and facilities.
14. Prepares and submits to the Board recommendations relative to all matters requiring Board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the enactment of informed decisions.
15. Represents the schools before the public and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs, and successes of the schools.
16. Assumes responsibility for the overall financial planning of the District and for the preparation of the annual budget, and submits the budget to the Board for review and approval.
17. Assumes final responsibility for the formulation and maintenance of efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget, subject to direction and approval of the Board.
18. Recommends for appointment, election, or employment all employees except professional officers of the Board, and assigns, transfers, and recommends for dismissal any and all employees except professional officers of the Board.
19. Maintains directly or through delegation such personnel records, child accounting records, business records, and other records which are required by law and by Board policy.
20. Directs staff negotiations with professional personnel.
21. Formulates school objectives, policies, plans, and programs; and prepares (or causes to be prepared) and presents facts and explanations necessary to assist the Board in its duty of legislation for the District.
22. Recommends to the Board for its adoption all courses of study, curriculum guides, major changes in texts, the annual school calendar, and time schedules to be used in the schools.
23. Makes recommendations to the Board concerning the transportation of students in accordance with law and the requirements of safety.
24. Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences, and by other appropriate means, and keeps the Board informed of trends in education.
25. Acts on own discretion if action is necessary in any matter not covered by Board policy, reports such action to the School Board as soon as practicable, and recommends policy in order to provide guidance in the future.

26. Assumes responsibility for the successful completion of all articles contained in the contract negotiated between the Board of School Directors and the superintendent of schools.
27. Represents the District in its dealings with other school systems, institutions, agencies, and community organizations.
28. Establishes and maintains a program of public relations to keep the public well informed of the activities and needs of the District, effecting a wholesome and cooperative working relationship between the schools and the community.
29. Conducts annual performance appraisals of commissioned officers and others, as per the Administrative Performance Plan.
30. Performs other duties as assigned by the Board of School Directors and complies with State and Federal guidelines.

QUALIFICATIONS: Doctorate in educational administration; Pennsylvania letter of eligibility; and ten years of progressively increasing responsibility in the field of education.

REQUIREMENTS: Requires a valid Pennsylvania driver's license; medical examination as per Pennsylvania law; valid criminal history check; child abuse clearance; and Federal Bureau of Investigation criminal history investigation (if necessary).

PHYSICAL DEMANDS: Ability to reach above and below the waist, to use fingers to pick, feel and grasp objects, and to use both hands for repetitive motion. Some bending and twisting of the body required. Ability to lift and/or carry supplies and/or papers weighing no more than 20 lbs. Ability to mostly sit with some standing, walking/moving throughout the work environment.

SENSORY ABILITIES: Visual acuity and auditory acuity.

WORK ENVIRONMENT: Typical office environment. Subject to inside environmental conditions.

TEMPERAMENT: Must possess excellent interpersonal skills. Must be cooperative, congenial, and service oriented. Must be able to work in an environment with frequent interruptions.

COGNITIVE ABILITY: Ability to follow written and verbal directions, to read and write, to communicate effectively, to organize tasks, to handle multiple tasks, and to exercise good judgment.

SPECIFIC SKILLS: Must possess leadership skills, supervisory skills, and computer skills. Ability to operate various office equipment. Must possess active listening skills. Must possess conflict mediation skills.

CLASSIFICATION: Professional staff; Cabinet level position; 12 month classification. Cabinet Code – A.

EVALUATION: Performance of the job will be evaluated annually in accordance with the Board's policy on evaluation.

(Reasonable accommodations may be made to enable a qualified individual with a disability or disabilities to perform the primary duties and responsibilities of the job.)

APPENDIX “B”

Superintendent Evaluation

Instructions: Please evaluate the Superintendent's performance by numerically scoring each element below. Please provide supporting comments indicating specific examples of Excellent Performance and Unsatisfactory Performance.

Rating Definitions:

1 = Unsatisfactory – unacceptable performance in most elements

2 = Below Average – Accomplishes some elements satisfactorily while other elements may require further improvement

3 = Average – Satisfactory performance in most elements

4 = Above Average – Strong performance in most elements

5 = Excellent – All elements performed in exemplary fashion

NO = Not observed by evaluator

1.0	RELATIONSHIP WITH THE BOARD	5	4	3	2	1	NO
1.1	Supports Board policy and actions to the public and staff						
1.2	Keeps the Board informed on issues, needs and operations of the school system						
1.3	Offers professional advice and recommendations to the Board on items requiring Board action						
1.4	Plans along with the Board for the future of the school district						
1.5	Makes recommendations for employment or promotion of personnel and accepts responsibility for recommendations						
1.6	Acts as a liaison between the Board and personnel, working toward a high degree of mutual communication, understanding, and respect between the Board and staff						
1.7	Relates to the Board in an atmosphere of trust and understanding						
1.8	Participates in resolving differences of opinion with the Board						
1.9	Remains impartial toward the Board, treating all members alike						
1.10	Seeks and accepts constructive criticism						
Comments on RELATIONSHIP WITH THE BOARD:							

2.0	EDUCATIONAL LEADERSHIP	5	4	3	2	1	NO
2.1	Implements the district's educational philosophy and goals						
2.2	Spends time in schools observing staff and students						
2.3	Inspires others to highest professional standards						
2.4	Seeks input from staff, Board and community in curriculum development and the improvement of instruction						
2.5	Plans, organizes and implements an instructional program responsive to diverse needs of the community						
Comments on							
3.0	BUSINESS AND FINANCE	5	4	3	2	1	NO
3.1	Evaluates educational needs and translates them into financial recommendations						
3.2	Supervises operations, insisting on competent and efficient performance						
3.3	Makes provisions for adequate control and accounting measures						
3.4	Is knowledgeable concerning the business operations of the school district						
3.5	Monitors budget effectively						
3.6	Assists in identifying, planning and implementing capital improvements						
3.7	Supervises , recommends and assumes responsibility for presenting the annual budget to the Board						
Comments on							

4.0	STAFF, PERSONNEL AND STUDENT RELATIONSHIPS	5	4	3	2	1	NO
4.1	Recruits and assigns the best available personnel						
4.2	Takes an active role in developing salary schedules for all personnel, and recommends the level which will best serve the interests of the district, within budgetary limitations						
4.3	Meets and confers with leaders of groups such as staff, administration, the teachers' association etc. representing the interests and will of the Board						
4.4	Creates a system that prioritizes the needs of staff in terms of professional development leading to improved student learning						
4.5	Promotes high morale in the staff						
4.6	Establishes standards of performance for all staff positions to achieve consistently high standards of performance						
4.7	Delegates authority to staff members appropriate for the position held						
4.8	Oversees and directs the evaluation process of all district employees						
4.9	Is visible to the student body; attends school activities and events						
4.10	Is receptive to input and communication from representatives of the student body						
4.11	Recognizes student success and achievement						
Comments on							
5.0	COMMUNITY RELATIONSHIPS	5	4	3	2	1	NO
5.1	Works to achieve community understanding of educational goals						
5.2	Works effectively with the news media						
5.3	Achieves recognition as a community leader in public education						
5.4	Works effectively with public and private agencies						
5.5	Provides the opportunity for the problems and opinions of diverse individuals or groups to be expressed and understood						
5.6	Mobilizes community resources to support student success						
Comments on							

6.0	PERSONAL QUALITIES	5	4	3	2	1	NO
6.1	Maintains high standards of ethics, honesty and integrity in all personal and professional matters						
6.2	Exercises good judgment in decision making						
6.3	Speaks well and effectively before groups of all sizes						
6.4	Continues professional development						
6.5	Is poised in the face of crises						
Comments on							

OVERALL RATING

1	2	3	4	5

DATE: _____

EVALUATOR: _____

APPENDIX “C”

SUPERINTENDENT EVALUATION AND OBJECTIVE PERFORMANCE STANDARDS AND ASSESSMENT

- A. The performance of the district superintendent shall be assessed against the objective performance standards listed below. The board and superintendent hereby mutually agree to the following performance standards:
- **Student Growth and Achievement:** Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the district and as determined annually in collaboration with the board of school directors.
 - **Organizational Leadership:** Superintendent has worked collaboratively with the Board to develop a vision for the district, displays an ability to identify and rectify problems affecting the district, works collaboratively with district administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the district.
 - **District Operations and Financial Management:** Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and directing overall operational activities within the district.
 - **Communication and Community Relations:** Superintendent communicates with and effectively engages the staff, the board, and members of the community, clearly articulating district goals and priorities, addressing local and broader issues affecting the district, and building support for district initiatives, programs and short/long-range plans.
 - **Human Resource Management:** Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the district.
 - **Professionalism:** Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

33. *Long Term Disability Group Insurance Policy with PSBA***INFORMATION:**

In conjunction with the approval of the Superintendent's contract, the Administration recommends the execution of a long term disability group insurance policy with PSBA School Claims Services, LLC for contracted senior cabinet including the Superintendent, Assistant Superintendent, Assistant to the Superintendent for Finance and Administration, Director of Human Resources, and Director of Facilities. This policy covers 70% of monthly earnings at a rate of \$0.57 for 2014-2015 per \$100 of monthly payroll for the group.

RECOMMENDATION:

That the Board of School Directors approves purchasing a long term disability group insurance policy with PSBA School Claims Services, LLC for contracted senior cabinet including the Superintendent, Assistant Superintendent, Assistant to the Superintendent for Finance and Administration, Director of Human Resources, and Director of Facilities effective July 1, 2014.

Account Code and Account Name: General Fund 214-Group Insurance LTD

Account Balance: 2014-2015 Budget

Human Resources Items

President Faccinnetto asked Director Ortiz to make motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

Director Ortiz made a motion to approve Human Resources Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33. Director Patrick seconded the motion.

President Faccinnetto asked if there was any discussion regarding these items. Dr. Roy made a correction to the personnel section. Seeing no more discussion regarding these items, President Faccinnetto called for a roll call vote on Agenda Items 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33.

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

Motions pass 9-0

Treasurer's Reports

RECOMMENDATION:

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

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Treasurer's Report (Page 56); Monthly Bills (Page 57); and Budget Information which is an informational/non-voting item (Page 58).

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Patrick 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 Vidanage, Bonilla, Burkhardt, Cann, Follweiler, McKeon Ortiz, Patrick, and President Faccinetto

Motions pass 9-0

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

Fund	Beginning Balance June 30, 2013	Receipts	Disbursements	Ending Balance July 31, 2013
10 - General	24,798,011.31	17,040,758.97	11,036,828.10	30,801,942.18
22 - Capital Reserve	734,574.59	517.81	9,600.00	725,492.40
30 - Bond Fund	65,386.43	-	-	65,386.43
50 - Food Service	2,461.44	139,749.85	123,915.45	18,295.84
52 - Daycare	572,604.97	124,482.40	137,607.99	559,479.38
70 - Scholarships	285,720.46	470.05	162.00	286,028.51
71 - Self Insurance	3,270,083.15	139,854.59	2,215,178.18	1,194,759.56
81 - Student Activity	514,883.60	41,590.33	5,047.72	551,426.21
\$	30,243,725.95	\$ 17,487,424.00	\$ 13,528,339.44	\$ 34,202,810.51

	Summary of Receipts								
	10 - General	32 - Capital Reserve	30 - Bond Fund	50 - Food Services	52 - Day Care	70 - Scholarship	71 - Self Insurance	81 - Student Activity	Total
Federal	396,019.10	-	-	47,193.84	-	-	-	-	443,212.94
State	1,291,607.78	-	-	1,747.16	-	-	-	-	1,293,354.94
Local*	15,350,376.88	-	-	90,808.72	124,482.33	470.00	139,238.14	41,590.33	15,746,966.40
Interest Earned	2,755.21	517.81	-	0.13	0.07	0.05	616.45	-	3,889.72
Total	17,040,758.97	517.81	-	139,749.85	124,482.40	470.05	139,854.59	41,590.33	\$ 17,487,424.00

	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	6,002,545.96	-	-	34,826.63	125,257.83	-	-	-	6,162,630.42
Operating Expenditures	4,091,068.18	9,600.00	-	89,088.82	12,350.16	162.00	2,215,178.18	5,047.72	6,422,495.06
Debt Service	943,213.96	-	-	-	-	-	-	-	943,213.96
Total	11,036,828.10	9,600.00	-	123,915.45	137,607.99	162.00	2,215,178.18	5,047.72	\$ 13,528,339.44

Report of Depositories							
	Wells Fargo	PSDLAF	PA INVEST	PLGIT	KNBT	BTFCU	Total
10 - General	6,745,466.49	20,387,663.72	2,207,923.17	1,460,895.80			30,801,949.18
32 - Capital Reserve		725,492.40					725,492.40
30 - Bond Fund		65,386.43					65,386.43
50 - Food Service		18,295.84					18,295.84
52 - Daycare		559,479.38					559,479.38
70 - Scholarships		286,028.51					286,028.51
71 - Self Insurance		1,194,759.56					1,194,759.56
81 - Student Activity		470,210.63			81,215.58		551,426.21
	6,745,466.49	23,707,316.47	2,207,923.17	1,460,895.80	81,215.58	-	\$ 34,202,817.51

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

**Outstanding Investment Summary
July 31, 2013**

<u>Fund</u>	<u>Bank or Institution</u>	<u>Type</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Term</u>	<u>Principal Invested</u>	<u>Par Value</u>	<u>Interest Rate</u>	<u>Market Yield</u>	<u>Interest Receivable</u>
General	PSDLAF	CD PSDLAF Collateralized CD Pool Term	06/25/13	08/27/13	63	\$10,000,000.00	\$10,000,000.00	0.150%		\$2,589.04
						<u>\$10,000,000.00</u>	<u>\$10,000,000.00</u>			<u>\$2,589.04</u>
	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
						<u>\$4,712,000.00</u>	<u>\$4,712,000.00</u>			<u>\$16,120.00</u>
	General Total					<u>\$14,712,000.00</u>	<u>\$14,712,000.00</u>			<u>\$18,709.04</u>
Capital Reserve	PSDLAF	CD PSDLAF Collateralized CD Pool Term	05/02/13	05/02/14	365	\$245,000.00	\$245,000.00	0.300%		\$735.00
	PSDLAF	CD PSDLAF Collateralized CD Pool Term	05/02/13	05/02/14	365	\$245,000.00	\$245,000.00	0.350%		\$857.50
	PSDLAF	CD PSDLAF Collateralized CD Pool Term	05/02/13	05/02/14	365	\$245,000.00	\$245,000.00	0.350%		\$857.50
	PSDLAF	CD PSDLAF Collateralized CD Pool Term	06/25/13	08/27/13	63	\$4,200,000.00	\$4,200,000.00	0.150%		\$1,087.40
						<u>\$4,935,000.00</u>	<u>\$4,935,000.00</u>			<u>\$3,537.40</u>
Self-Insurance	One West Bank	CD	04/29/13	04/29/14	365	\$245,000.00	\$245,000.00	0.600%		\$1,470.00
	First Bancorp	CD	04/29/13	04/29/14	365	\$245,000.00	\$245,000.00	0.350%		\$857.50
	Liberty Bank	CD	04/29/13	04/29/14	365	\$245,000.00	\$245,000.00	0.300%		\$735.00
	PSDLAF	CD PSDLAF Collateralized CD Pool Term	05/08/13	05/08/14	365	\$245,000.00	\$245,000.00	0.400%		\$980.00
	PSDLAF	CD PSDLAF Collateralized CD Pool Term	06/25/13	08/27/13	63	\$5,000,000.00	\$5,000,000.00	0.150%		\$1,294.52
Self-Insurance Total						<u>\$5,980,000.00</u>	<u>\$5,980,000.00</u>			<u>\$5,337.02</u>

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: Treasurer's Report (Page 56); Monthly Bills (Page 57); and Budget Information which is an informational/non-voting item (Page 58).

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Patrick 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 Vidanage, Bonilla, Burkhardt, Cann, Follweiler, McKeon Ortiz, Patrick, and President Faccinetto

Motions pass 9-0

Budget Information

INFORMATION:

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

President Faccinetto asked Director McKeon to make a motion to approve the Financial Reports/Payment of Bills as follows: Treasurer's Report (Page 56); Monthly Bills (Page 57); and Budget Information which is an informational/non-voting item (Page 58).

Director McKeon made a motion to approve the Financial Reports/Payment of Bills. Director Patrick 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 Vidanage, Bonilla, Burkhardt, Cann, Follweiler, McKeon Ortiz, Patrick, and President Faccinetto

Motions pass 9-0

Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
1100 INSTRUCTION - REG PROG ELEM/SECONDARY						
000 .	0.00	0.00	0.00	0.00	0.00	0.00
100 SALARY	52,724,731.00	31,297.48	31,297.48	0.00	0.05	52,693,433.52
200 EMPLOYEE BENEFITS	30,514,105.00	1,240,270.21	2,568,205.48	0.00	8.41	27,945,899.52
300 PURCHASED PROF & TECH	435,162.00	850.00	850.00	1,075.90	0.44	433,236.10
400 PURCHASED PROPERTY SVC	296,675.00	2,089.16	2,227.16	20,625.00	7.70	273,822.84
500 OTHER PURCHASED SVCS	11,825,708.00	892,648.55	896,222.35	0.00	7.57	10,929,485.65
600 SUPPLIES	1,736,847.00	36,890.30	48,340.95	512,688.77	32.30	1,175,817.28
700 PROPERTY	339,664.00	44,641.42	44,951.92	26,530.04	21.04	268,182.04
800 OTHER OBJECTS	40,903.00	0.00	0.00	142.00	0.34	40,761.00
Total	97,913,795.00	2,248,687.12	3,592,095.34	561,061.71	4.24	93,760,637.95
1200 INSTRUCTION - SPEC PROG ELEMEN/SECOND						
100 SALARY	10,396,183.00	22,067.60	36,808.05	0.00	0.35	10,359,374.95
200 EMPLOYEE BENEFITS	5,811,189.00	307,583.91	577,882.54	0.00	9.94	5,233,306.46
300 PURCHASED PROF & TECH	6,096,105.00	9,449.58	270,079.68	0.00	4.43	5,826,025.32
400 PURCHASED PROPERTY SVC	10,455.00	0.00	0.00	232.39	2.22	10,222.61
500 OTHER PURCHASED SVCS	2,664,553.00	137,851.25	137,851.25	0.00	5.17	2,526,701.75
600 SUPPLIES	188,070.00	225.56	225.05	29,527.07	15.81	158,317.88
700 PROPERTY	10,300.00	650.00	28.89	6,525.51	63.63	3,745.60
800 OTHER OBJECTS	47,400.00	0.00	0.00	0.00	0.00	47,400.00
Total	25,224,255.00	477,827.90	1,022,875.46	36,284.97	4.19	24,165,094.57
1300 INSTRUCTION - VOCATIONAL EDUCATION						
100 SALARY	2,813,608.00	0.00	0.00	0.00	0.00	2,813,608.00
200 EMPLOYEE BENEFITS	1,328,278.00	51,154.26	100,588.87	0.00	7.57	1,227,689.13
400 PURCHASED PROPERTY SVC	10,785.00	0.00	0.00	6,425.00	59.57	4,360.00
500 OTHER PURCHASED SVCS	6,159,032.00	1,000,099.53	1,872,903.53	4,218,553.00	98.90	67,575.47
600 SUPPLIES	67,596.00	1,211.43	1,197.33	61,814.99	93.21	4,583.68
700 PROPERTY	3,450.00	0.00	0.00	1,913.80	55.47	1,536.20
Total	10,382,749.00	1,052,465.22	1,974,689.73	4,288,706.79	60.32	4,119,352.48

Budget Transfers will appear on the October Board Meeting Agenda. PA Public School Code does not allow Budget Transfers for the first 90 days.

Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
1400 INSTRUCTION - OTHER INSTRUCTION PROG						
100 SALARY	771,259.00	72,970.27	131,610.07	0.00	17.06	639,648.93
200 EMPLOYEE BENEFITS	397,017.00	17,887.05	32,258.72	0.00	8.12	364,758.28
300 PURCHASED PROF & TECH	895,520.00	0.00	0.00	0.00	0.00	895,520.00
400 PURCHASED PROPERTY SVC	0.00	0.00	0.00	0.00	0.00	0.00
500 OTHER PURCHASED SVCS	238,000.00	0.00	0.00	0.00	0.00	238,000.00
600 SUPPLIES	32,500.00	0.00	62.69	2,000.00	6.34	30,437.31
700 PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
800 OTHER OBJECTS	8,000.00	0.00	-712.85	0.00	-8.91	8,712.85
Total	2,342,296.00	90,857.32	163,218.63	2,000.00	7.05	2,177,077.37
1500 INSTRUCTION - NONPUBLIC SCHOOL PGMS						
100 SALARY	20,095.00	0.00	0.00	0.00	0.00	20,095.00
200 EMPLOYEE BENEFITS	5,104.00	2.51	5.02	0.00	0.09	5,098.98
300 PURCHASED PROF & TECH	0.00	0.00	0.00	0.00	0.00	0.00
600 SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
Total	25,199.00	2.51	5.02	0.00	0.01	25,193.98
1600 INSTRUCTION - ADULT EDUCATION PROGRAM						
100 SALARY	3,101.00	0.00	0.00	0.00	0.00	3,101.00
200 EMPLOYEE BENEFITS	763.00	0.00	0.00	0.00	0.00	763.00
300 PURCHASED PROF & TECH	500.00	0.00	0.00	0.00	0.00	500.00
500 OTHER PURCHASED SVCS	0.00	0.00	0.00	0.00	0.00	0.00
600 SUPPLIES	3,000.00	0.00	0.00	0.00	0.00	3,000.00
Total	7,364.00	0.00	0.00	0.00	0.00	7,364.00
1700 INSTRUCTION - COMMUNITY/JR COLLEGE ED						
500 OTHER PURCHASED SVCS	2,212,907.00	179,366.16	419,245.32	1,793,661.68	100.00	0.00
600 SUPPLIES	1,000.00	0.00	0.00	0.00	0.00	1,000.00
Total	2,213,907.00	179,366.16	419,245.32	1,793,661.68	99.95	1,000.00
1800 INSTRUCTION - PRE-K						

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
100 SALARY	466,164.00	1,506.00	2,635.50	0.00	0.56	463,528.50
200 EMPLOYEE BENEFITS	272,767.00	12,833.17	25,568.84	0.00	9.37	247,198.16
300 PURCHASED PROF & TECH	7,440.00	0.00	0.00	0.00	0.00	7,440.00
400 PURCHASED PROPERTY SVC	0.00	0.00	0.00	0.00	0.00	0.00
500 OTHER PURCHASED SVCS	14,700.00	0.00	0.00	0.00	0.00	14,700.00
600 SUPPLIES	31,000.00	35.07	35.07	10,657.80	34.49	20,307.13
700 PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
800 OTHER OBJECTS	1,200.00	0.00	0.00	0.00	0.00	1,200.00
Total	793,271.00	14,374.24	28,239.41	10,657.80	4.90	754,373.79

Function 1000 - INSTRUCTION

Total Expenditure	138,902,836.00	4,063,580.47	7,200,368.91	6,692,372.95	10.00	125,010,094.14
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
	138,902,836.00	4,063,580.47	7,200,368.91	6,692,372.95	10.00	125,010,094.14

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
2100 SUPPORT SERVICES - SUPPORT SVCS-STUDENTS						
100 SALARY	5,368,461.00	109,186.92	189,361.07	0.00	3.52	5,179,099.93
200 EMPLOYEE BENEFITS	2,627,195.00	139,229.67	266,445.51	0.00	10.14	2,360,749.49
300 PURCHASED PROF & TECH	278,220.00	2,475.00	2,475.00	0.00	0.88	275,745.00
400 PURCHASED PROPERTY SVC	23,745.00	0.00	0.00	0.00	0.00	23,745.00
500 OTHER PURCHASED SVCS	16,545.00	4,038.02	4,038.02	0.00	24.40	12,506.98
600 SUPPLIES	29,985.00	1,105.82	1,105.82	20,573.40	72.30	8,305.78
700 PROPERTY	500.00	0.00	0.00	255.19	51.03	244.81
800 OTHER OBJECTS	1,700.00	2,100.00	2,100.00	0.00	123.52	-400.00
Total	8,346,351.00	258,135.43	465,525.42	20,828.59	5.82	7,859,996.99
2200 SUPPORT SERVICES - SUPPORT SERVICES-INSTRU						
100 SALARY	3,729,044.00	131,609.31	245,922.17	0.00	6.59	3,483,121.83
200 EMPLOYEE BENEFITS	1,864,785.00	100,698.98	197,289.12	0.00	10.57	1,667,495.88
300 PURCHASED PROF & TECH	187,925.00	31,785.00	76,338.00	0.00	40.62	111,587.00
400 PURCHASED PROPERTY SVC	26,562.00	0.00	0.00	0.00	0.00	26,562.00
500 OTHER PURCHASED SVCS	38,800.00	390.20	390.20	0.00	1.00	38,409.80
600 SUPPLIES	333,767.00	14,835.81	39,176.25	59,750.24	29.63	234,840.51
700 PROPERTY	20,900.00	9,849.57	2,308.24	4,614.85	33.12	13,976.91
800 OTHER OBJECTS	11,335.00	12,116.72	12,116.72	0.00	106.89	-781.72
Total	6,213,118.00	301,285.59	573,540.70	64,365.09	10.26	5,575,212.21
1300 SUPPORT SERVICES - SUPPORT SERVICES-ADMIN						
100 SALARY	5,852,745.00	409,389.34	782,105.82	0.00	13.36	5,070,639.18
200 EMPLOYEE BENEFITS	2,814,616.00	205,747.25	405,040.13	0.00	14.39	2,409,575.87
300 PURCHASED PROF & TECH	1,224,514.00	23,577.74	87,878.72	0.00	7.17	1,136,635.28
400 PURCHASED PROPERTY SVC	137,759.00	1,004.78	1,004.78	0.00	0.72	136,754.22
500 OTHER PURCHASED SVCS	154,479.00	60,136.67	72,885.81	6,753.16	51.55	74,840.03
600 SUPPLIES	76,474.00	1,336.25	2,239.00	1,320.76	4.65	72,914.24
700 PROPERTY	5,600.00	484.50	513.39	839.15	24.15	4,247.46
800 OTHER OBJECTS	89,034.00	4,195.00	4,195.00	0.00	4.71	84,839.00

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
Total	10,355,221.00	705,871.53	1,355,862.65	8,913.07	13.17	8,990,445.28
2400 SUPPORT SERVICES - SUPP SVC-PUBLIC HEALTH						
100 SALARY	1,217,002.00	2,786.40	4,231.20	0.00	0.34	1,212,770.80
200 EMPLOYEE BENEFITS	733,642.00	43,889.21	82,293.08	0.00	11.21	651,348.92
300 PURCHASED PROF & TECH	19,000.00	74.00	74.00	0.00	0.38	18,926.00
400 PURCHASED PROPERTY SVC	5,873.00	0.00	0.00	0.00	0.00	5,873.00
500 OTHER PURCHASED SVCS	10,000.00	0.00	0.00	0.00	0.00	10,000.00
600 SUPPLIES	33,575.00	26.77	26.77	12,019.15	35.87	21,529.08
700 PROPERTY	45,900.00	13,716.20	13,716.20	22,930.65	79.84	9,253.15
Total	2,064,992.00	60,492.58	100,341.25	34,949.80	6.55	1,929,700.95
2500 SUPPORT SERVICES - SUPP SERVICES-BUSINESS						
100 SALARY	838,277.00	59,596.88	115,950.94	0.00	13.83	722,326.06
200 EMPLOYEE BENEFITS	424,939.00	33,652.56	66,305.93	0.00	15.60	358,633.07
300 PURCHASED PROF & TECH	57,000.00	0.00	5,000.00	0.00	8.77	52,000.00
400 PURCHASED PROPERTY SVC	316,241.00	2,230.30	2,230.30	6,209.76	2.66	307,800.94
500 OTHER PURCHASED SVCS	95,900.00	12,854.75	17,854.75	8,211.35	27.18	69,833.90
600 SUPPLIES	74,000.00	2,515.92	2,515.92	8,800.50	15.29	62,683.58
700 PROPERTY	60,000.00	0.00	0.00	0.00	0.00	60,000.00
800 OTHER OBJECTS	33,000.00	0.00	375.00	0.00	1.13	32,625.00
Total	1,899,357.00	110,850.41	210,232.84	23,221.61	12.29	1,665,902.55
2600 SUPPORT SERVICES - OP/MAINT PLANT SVCS						
100 SALARY	6,617,437.00	480,775.59	836,295.37	0.00	12.63	5,781,141.63
200 EMPLOYEE BENEFITS	3,890,396.00	304,770.32	581,527.94	0.00	14.94	3,308,868.06
300 PURCHASED PROF & TECH	581,600.00	0.00	0.00	56,506.00	9.71	525,094.00
400 PURCHASED PROPERTY SVC	4,263,544.00	356,078.99	366,567.98	1,085,789.33	34.06	2,811,186.69
500 OTHER PURCHASED SVCS	507,835.00	508,363.34	514,823.05	0.00	101.37	-6,988.05
600 SUPPLIES	1,802,845.00	179,008.92	197,593.64	65,835.38	14.61	1,539,415.98
700 PROPERTY	87,965.00	34,147.26	34,147.26	117,568.45	172.47	** -63,750.71
800 OTHER OBJECTS	1,900.00	-182.00	5,364.00	0.00	282.31	-3,464.00

** This includes the expense for the FH & MH playgrounds which are reimbursed with PTA donations.

Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description		Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
Total		17,753,522.00	1,862,962.42	2,536,319.24	1,325,699.16	21.75	13,891,503.60
2700	SUPPORT SERVICES - STUDENT TRANSP SERVICES						
100	SALARY	2,818,528.00	57,856.46	113,546.97	0.00	4.02	2,704,981.03
200	EMPLOYEE BENEFITS	1,706,662.00	96,053.07	190,659.11	0.00	11.17	1,516,002.89
300	PURCHASED PROF & TECH	28,500.00	-640.00	-640.00	0.00	-2.24	29,140.00
400	PURCHASED PROPERTY SVC	66,341.00	3,931.74	2,439.57	0.00	3.67	63,901.43
500	OTHER PURCHASED SVCS	937,313.00	104,654.44	104,454.44	0.00	11.14	832,858.56
600	SUPPLIES	900,400.00	19,900.68	19,900.68	0.00	2.21	880,499.32
700	PROPERTY	16,000.00	0.00	0.00	5,472.12	34.20	10,527.88
800	OTHER OBJECTS	1,165.00	0.00	0.00	0.00	0.00	1,165.00
Total		6,474,909.00	281,756.39	430,360.77	5,472.12	6.73	6,039,076.11
2800	SUPPORT SERVICES - SUPPORT SVCS-CENTRAL						
100	SALARY	1,242,437.00	97,578.55	196,459.83	0.00	15.81	1,045,977.17
200	EMPLOYEE BENEFITS	1,153,914.00	180,560.00	340,114.32	0.00	29.47	813,799.68
300	PURCHASED PROF & TECH	195,492.00	15,126.28	45,748.18	5,120.00	26.02	144,623.82
400	PURCHASED PROPERTY SVC	276,724.00	3,075.74	134,719.69	4,505.00	50.31	137,499.31
500	OTHER PURCHASED SVCS	476,109.00	39,106.70	129,725.71	0.00	27.24	346,383.29
600	SUPPLIES	78,600.00	226.32	3,950.32	18,198.00	28.17	56,451.68
700	PROPERTY	156,117.00	5,293.08	5,293.08	31,590.40	23.62	119,233.52
800	OTHER OBJECTS	3,050.00	35.00	35.00	120.00	5.08	2,895.00
Total		3,582,443.00	341,001.67	856,046.13	59,533.40	25.55	2,666,863.47
2900	SUPPORT SERVICES - OTHER SUPPORT SERVICES						
500	OTHER PURCHASED SVCS	102,003.00	0.00	0.00	0.00	0.00	102,003.00
Total		102,003.00	0.00	0.00	0.00	0.00	102,003.00

Budget Transfers will appear on the October Board Meeting Agenda. PA Public School Code does not allow Budget Transfers for the first 90 days.

Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

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	56,791,916.00	3,922,356.02	6,528,229.00	1,542,982.84	14.21	48,720,704.16
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
	56,791,916.00	3,922,356.02	6,528,229.00	1,542,982.84	14.21	48,720,704.16

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

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	1,382,647.00	20,878.30	37,794.36	0.00	2.73	1,344,852.64
200 EMPLOYEE BENEFITS	422,653.00	10,387.23	19,804.07	0.00	4.68	402,848.93
300 PURCHASED PROF & TECH	179,700.00	18,600.00	18,600.00	0.00	10.35	161,100.00
400 PURCHASED PROPERTY SVC	42,055.00	0.00	0.00	0.00	0.00	42,055.00
500 OTHER PURCHASED SVCS	105,706.00	4,948.98	70,023.35	0.00	66.24	35,682.65
600 SUPPLIES	134,530.00	2,931.10	4,466.05	63,702.42	50.67	66,361.53
700 PROPERTY	62,445.00	1,075.00	1,075.00	53,125.00	86.79	8,245.00
800 OTHER OBJECTS	23,680.00	3,100.00	3,109.95	0.00	13.13	20,570.05
Total	2,353,416.00	61,920.61	154,872.78	116,827.42	11.54	2,081,715.80
3300 NON INSTRUCTIONAL - COMMUNITY SERVICES						
100 SALARY	159,866.00	0.00	0.00	0.00	0.00	159,866.00
200 EMPLOYEE BENEFITS	40,853.00	0.00	0.00	0.00	0.00	40,853.00
300 PURCHASED PROF & TECH	65,799.00	0.00	0.00	0.00	0.00	65,799.00
400 PURCHASED PROPERTY SVC	0.00	0.00	0.00	0.00	0.00	0.00
500 OTHER PURCHASED SVCS	230,000.00	0.00	0.00	0.00	0.00	230,000.00
600 SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
Total	496,518.00	0.00	0.00	0.00	0.00	496,518.00
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	2,849,934.00	61,920.61	154,872.78	116,827.42	9.53	2,578,233.80
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
	2,849,934.00	61,920.61	154,872.78	116,827.42	9.53	2,578,233.80

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description	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	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
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	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	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description		Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
5100	DEBT SVC & TRANSFERS - DEBT SERVICE						
800	OTHER OBJECTS	13,064,839.00	872,289.45	1,863,008.71	23,860.81	14.44	11,177,969.48
900	OTHER USES OF FUNDS	10,580,476.00	7,735,000.00	8,304,403.59	341,806.14	81.71	1,934,266.27
Total		23,645,315.00	8,607,289.45	10,167,412.30	365,666.95	44.54	13,112,235.75
5200	DEBT SVC & TRANSFERS - INTERFUND TRANSFERS-OUT						
900	OTHER USES OF FUNDS	84,000.00	0.00	0.00	0.00	0.00	84,000.00
Total		84,000.00	0.00	0.00	0.00	0.00	84,000.00
5800	DEBT SVC & TRANSFERS - SUSPENSE ACCOUNT						
200	EMPLOYEE BENEFITS	0.00	0.00	2,053,415.87	0.00	0.00	-2,053,415.87
300	PURCHASED PROF & TECH	0.00	0.00	0.00	0.00	0.00	0.00
500	OTHER PURCHASED SVCS	0.00	0.00	0.00	0.00	0.00	0.00
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	2,053,415.87	0.00	0.00	-2,053,415.87
5900	DEBT SVC & TRANSFERS - BUDGETARY RESERVE						
800	OTHER OBJECTS	3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00
Total		3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00
Function 5000 - DEBT SVC & TRANSFERS							
Total Expenditure		0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expenditure		26,729,315.00	8,607,289.45	12,220,828.17	365,666.95	47.08	14,142,819.88
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
		26,729,315.00	8,607,289.45	12,220,828.17	365,666.95	47.08	14,142,819.88

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

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	-133,170,316.00	-69,932,760.62	-83,938,466.09	0.00	63.03	-49,231,849.91
6112 INTERIM REAL EXTATE TAX	-999,997.00	-7,340.54	-32,447.76	0.00	3.24	-967,549.24
6113 PUBLIC UTILITY REALTY	-186,753.00	0.00	0.00	0.00	0.00	-186,753.00
6114 PAY IN LIEU -ST/LOCAL	-200,000.00	-42,677.00	-42,677.00	-28,689.57	35.68	-128,633.43
6120 CURRENT PER CAP 679	-231,000.00	-70,676.92	-140,484.22	0.00	60.81	-90,515.78
6141 CURR ACT 511 PC FLAT	-231,000.00	-70,676.93	-140,484.22	0.00	60.81	-90,515.78
6143 CURRENT 511 - LST	-310,000.00	-46,657.15	-59,882.22	0.00	19.31	-250,117.78
6151 CURRENT ACT 511 EIT	-12,200,000.00	-1,637,364.25	-2,231,664.25	0.00	18.29	-9,968,335.75
6153 CURR ACT 511 REAL EST	-1,750,000.00	-50,682.31	-50,682.31	0.00	2.89	-1,699,317.69
6157 CURRENT 511 MERCANTILE	-3,210,000.00	-14,170.99	-33,543.20	0.00	1.04	-3,176,456.80
6211 DISC TAKEN CURR RE TAX	4,017,912.00	1,247,288.18	1,502,009.48	0.00	37.38	2,515,902.52
6212 DISC TAKEN INTERIM RE	0.00	116.93	685.36	0.00	0.00	-685.36
6311 PENALTIES & INT REAL ES	0.00	-3,939.58	-3,939.58	0.00	0.00	3,939.58
6312 PENALTIES & INT INTERIM	0.00	-149.39	-155.04	0.00	0.00	155.04
6411 DELINQUENT REAL ESTATE	-4,800,000.00	-447,186.69	-646,942.52	0.00	13.47	-4,153,057.48
6420 DELINQUENT PC SECT 679	-78,000.00	-2,665.75	-2,665.75	0.00	3.41	-75,334.25
6457 DEL ACT 511 MERC TAXES	-475,000.00	-35,699.99	-35,699.99	0.00	7.51	-439,300.01
6510 INTEREST ON INVESTMENTS	-150,000.00	-1,579.44	-4,334.65	0.00	2.88	-145,665.35
6620 DAILY SALES-NON-REIMBUR	0.00	0.00	0.00	0.00	0.00	0.00
6631 SPECIAL FUNCTIONS	-4,000.00	0.00	0.00	0.00	0.00	-4,000.00
6710 ADMISSIONS	-140,000.00	0.00	0.00	0.00	0.00	-140,000.00
6740 FEES	-50,000.00	0.00	0.00	0.00	0.00	-50,000.00
6750 DISTRICT ACTIVITY-SPECI	-1,000.00	0.00	0.00	0.00	0.00	-1,000.00
6790 OTHER DIST ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00
6821 STATE REV RECEIVED SCH	0.00	0.00	0.00	0.00	0.00	0.00
6829 STATE REV RECEIVED INTR	0.00	0.00	0.00	0.00	0.00	0.00
6831 FED REV RECEIVED OTHER	0.00	0.00	0.00	0.00	0.00	0.00
6832 FED PASS THRU IDEA FUND	-1,757,088.00	0.00	0.00	0.00	0.00	-1,757,088.00
6839 FED REV OTHER INTER	0.00	0.00	0.00	0.00	0.00	0.00
6910 LEASE RENTAL INCOME	-294,500.00	-16,853.07	-32,387.07	-164,114.86	66.72	-97,998.07
6920 CONTRIBUTION & DONATION	-24,000.00	-4,777.00	-68,477.33	0.00	285.32	44,477.33

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

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	0.00	0.00	0.00	0.00	0.00	0.00
6942 SUMMER SCHOOL TUITION	-46,500.00	-7,501.50	-51,705.00	0.00	111.19	5,205.00
6943 ADULT EDUCATION TUITION	-27,500.00	0.00	-180.00	0.00	0.65	-27,320.00
6944 RECEIPTS OTHER LEAS IN	-265,000.00	-2,847.69	-4,858.26	0.00	1.83	-260,141.74
6970 SVC PROVIDED OTHER FUND	-40,000.00	-2,874.74	-3,188.81	-200.00	8.47	-36,611.19
6980 REV FROM COMMUNITY SERV	-16,800.00	-239.38	-433.27	0.00	2.57	-16,366.73
6981 Advertising	0.00	0.00	-3,400.00	0.00	0.00	3,400.00
6990 MISCELLANEOUS REVENUE	0.00	0.00	-20.00	0.00	0.00	20.00
6991 REFUNDS OF PRIOR YR EXP	-587,632.00	0.00	-691.22	0.00	0.11	-586,940.78
6992 Energy Effic Incentives	-15,000.00	0.00	0.00	0.00	0.00	-15,000.00
6999 OTHER REV	-169,918.00	-59,015.77	-69,793.91	-43.91	41.10	-100,080.18
Total	-157,413,092.00	-71,210,931.59	-86,096,508.83	-193,048.34	54.81	-71,123,534.83

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	-157,413,092.00	-71,210,931.59	-86,096,508.83	-193,048.34	54.81	-71,123,534.83
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-157,413,092.00	-71,210,931.59	-86,096,508.83	-193,048.34	54.81	-71,123,534.83

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

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	-27,741,165.00	-4,042,827.00	-4,042,827.00	0.00	14.57	-23,698,338.00
7160 TUITION ORPHANS & CHILD	-325,000.00	-8.83	-8.83	0.00	0.00	-324,991.17
7220 VOCATIONAL EDUCATION	-6,000.00	0.00	0.00	0.00	0.00	-6,000.00
7250 MIGRATORY CHILDREN	-2,000.00	0.00	0.00	0.00	0.00	-2,000.00
7271 SPECIAL ED SCHOOL AGED	-6,551,919.00	0.00	-987,726.00	0.00	15.07	-5,564,193.00
7290 OTHER PROGRAM SUBSIDIES	0.00	0.00	0.00	0.00	0.00	0.00
7292 PRE-K COUNTS	-786,000.00	0.00	0.00	0.00	0.00	-786,000.00
7310 TRANSPORT (REG & ADDTL)	-2,570,435.00	-136,705.00	-136,705.00	0.00	5.31	-2,433,730.00
7320 RENT & SINK FUND PYMT	-1,933,437.00	-166,931.28	-166,931.28	0.00	8.63	-1,766,505.72
7330 HEALTH SERVICES ACT 25	-365,000.00	0.00	0.00	0.00	0.00	-365,000.00
7340 ST PROP TAX REDUCTION	-4,733,948.00	-2,366,974.00	-2,366,974.00	0.00	50.00	-2,366,974.00
7501 PA ACCOUNTABILITY GRANT	-665,439.00	-332,720.00	-332,720.00	0.00	50.00	-332,719.00
7599 OTH STATE REV	-1,150,484.00	0.00	0.00	0.00	0.00	-1,150,484.00
7810 STATE SHARE SS & MED	-3,738,936.00	-281,743.00	-563,486.00	0.00	15.07	-3,175,450.00
7820 STATE SHARE RETIRE CONT	-8,202,671.00	0.00	0.00	0.00	0.00	-8,202,671.00
Total	-58,772,434.00	-7,327,909.11	-8,597,378.11	0.00	14.62	-50,175,055.89

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	-58,772,434.00	-7,327,909.11	-8,597,378.11	0.00	14.62	-50,175,055.89
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-58,772,434.00	-7,327,909.11	-8,597,378.11	0.00	14.62	-50,175,055.89

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
8000 FEDERAL REVENUE						
8110 PAYMENTS FED IMPACTED	-53,000.00	0.00	0.00	0.00	0.00	-53,000.00
8514 NCLB - TITLE I	-3,695,200.00	-481,810.03	-481,810.03	0.00	13.03	-3,213,389.97
8515 NCLB - TITLE II	-720,361.00	-47,537.23	-95,074.46	0.00	13.19	-625,286.54
8516 NCLB - TITLE III	-260,179.00	0.00	-17,345.46	0.00	6.66	-242,833.54
8517 NCLB - TITLE IV-21ST CE	-500,000.00	0.00	0.00	0.00	0.00	-500,000.00
8580 CHILD CARE & DEV GRANT	-170,290.00	0.00	0.00	0.00	0.00	-170,290.00
8810 SBAP	-522,000.00	0.00	0.00	0.00	0.00	-522,000.00
8820 MED ASSIST REIMB ADM	0.00	0.00	0.00	0.00	0.00	0.00
Total	-5,921,030.00	-529,347.26	-594,229.95	0.00	10.03	-5,326,800.05

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	-5,921,030.00	-529,347.26	-594,229.95	0.00	10.03	-5,326,800.05
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-5,921,030.00	-529,347.26	-594,229.95	0.00	10.03	-5,326,800.05

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Condensed IV Board Summary Report

From 08/01/2013 To 08/31/2013

fabrdco4

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
9000 OTHER REVENUE						
9310 GENERAL FUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
9400 SALE OF FIXED ASSETS	-30,000.00	0.00	0.00	0.00	0.00	-30,000.00
9910 OTH FIN SOURCES	-3,127,445.00	0.00	0.00	0.00	0.00	-3,127,445.00
9990 INSURANCE RECOVERIES	-10,000.00	0.00	0.00	0.00	0.00	-10,000.00
Total	-3,167,445.00	0.00	0.00	0.00	0.00	-3,167,445.00

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	-3,167,445.00	0.00	0.00	0.00	0.00	-3,167,445.00
	-3,167,445.00	0.00	0.00	0.00	0.00	-3,167,445.00

Grand Totals

Total Expenditure	198,544,686.00	8,047,857.10	13,883,470.69	8,352,183.21	11.19	176,309,032.10
Total Other Expenditure	26,729,315.00	8,607,289.45	12,220,828.17	365,666.95	47.08	14,142,819.88
Total All Expenditures	225,274,001.00	16,655,146.55	26,104,298.86	8,717,850.16	15.45	190,451,851.98
Total Revenue	-222,106,556.00	-79,068,187.96	-95,288,116.89	-193,048.34	42.98	-126,625,390.77
Total Other Revenue	-3,167,445.00	0.00	0.00	0.00	0.00	-3,167,445.00
Total All Revenues	-225,274,001.00	-79,068,187.96	-95,288,116.89	-193,048.34	42.38	-129,792,835.77
	0.00	-62,413,041.41	-69,183,818.03	8,524,801.82	0.00	60,659,016.21

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