



MEMORANDUM

TO: BOARD OF SCHOOL DIRECTORS

FROM: STACY M. GOBER, BOARD SECRETARY

SUBJECT: REGULAR MONTHLY MEETING

The Regular Monthly Meeting of the Board of School Directors of the Bethlehem Area School District will be held on ***Monday, November 17, 2014, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Avenue, Bethlehem, PA 18017.*** 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 – November 17, 2014

1. Roll Call
2. Pledge of Allegiance
3. Silent Meditation
4. Recognition
5. Courtesy of the Floor to Visitors (30 minutes allowed)
6. Reports of Student Representatives
7. Approval of Minutes
October 20, 2014 – Regular Board Meeting
8. Approval of Committee Minutes
September 8, 2014 – Board Facilities Committee Meeting
October 6, 2014 – Board Facilities Committee Meeting
November 3, 2014 – Board Facilities Committee Meeting
November 3, 2014 – Board Curriculum Committee Meeting
November 10, 2014 – Board Finance Committee Meeting
9. Financial Report/Payment of Bills
Budgetary Transfers – Page 34
Treasurer's Report – Page 35
Monthly Bills – Page 36
Budget Information – Page 37
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 (BASD) was held on Monday, November 17, 2014, at 7:10 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 Michele Cann, Director Eugene McKeon, Director Craig Neiman, Director Rogelio Ortiz, Director Shannon Patrick, Director Angela Sinkler, Director Sudantha Vidanage and President Michael Faccinetto – 9

Member absent: None

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 recognition for this evening.

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. As per school board policy, generally, speakers are limited to taxpayers, residents, or employees of this school district. It is asked that speakers observe proper decorum, without personal attacks towards a specific individual or individuals. It is not the custom for the Board to enter into a dialogue at these meetings about concerns. However, the Board does listen with care to issues raised. Speakers will receive responses, in some form, by the Administration.

COURTESY
OF THE FLOOR
TO VISITORS

None

President Faccinetto asked Mrs. Leeson if she would like to give her report of the Northampton Community College at this time. Mrs. Leeson stated the Trustees met on October 6 and met with one of the leaders of the Middle States evaluation team process and gave an update of what occurred thus far at NCC and what will be happening before the visit in March. The audit was reviewed at the November meeting. There were no findings, and there were no adjustments to the numbers. The Affordable Care Act was also reviewed and what the impact is on the college. There are several provisions that will probably impact the college and school districts. They focused their discussion on the Cadillac Tax which is to go into effect in 2018. The facility dorms are being constructed. The TASSA grant was reviewed. It is the largest grant that the college has ever received in the amount of \$10,000. There are 34 total project partners that the college will be working with, 19 employers, and 6

public workforce entities. The college will be looking for credit and non-credit courses and new career paths as well. They will be looking in the areas of healthcare, manufacturing, and logistics. This grant is specifically for remediating students in math, reading, and writing if necessary, create state of the industry and technology mirroring that students would find on a factory floor in a medical office or logistical arena. It is also to reengage businesses and industry partners for more internships and apprenticeships. The idea of this grant is that it is seed money to expand in hopes that it will be a long term project. The grant is currently for about four (4) years.

Director McKeon asked about the dorms being built and is it to close out the quad and how many students will it house? Mrs. Leeson responded that it will close four (4) buildings going around with a quad in the center. There will be a new lunch facilities as well. It will house around 600 students. The dorms are being financed by the Foundation and it is at no cost for the college. What the students pay will pay off the debt, and there is no tax money that goes into the dorms.

Director Vidanage stated that one (1) of the college's goals is to bring in more foreign students. In regards to the grant, why must the college spend on remediation that should have been taught in high school? That money could be used better to have new programs. Mrs. Leeson responded that is an excellent point and it is one that the college struggles with as a lot of students are not coming with the requisite skills. This is why the college has been partnering with the districts to strengthen the students so that they are college ready. Some students may think their career path is not going to take them in a college direction and then it does.

Director Bonilla asked if the new dorms are for local students. Mrs. Leeson concurred, and the original dorms were constructed with the idea to attract foreign students so that local students could interact with them. Director Bonilla's second question was regarding the college's van and does that help students get from the south side to the main campus. Mrs. Leeson responded that the college van is more an admissions/information van.

Caitlin McCadden (Freedom High School) – Ms. McCadden stated that Freedom has scheduled festive activities for the approaching holiday season. In preparation for the annual Freedom/Liberty football game on November 1, spirit week was a huge success. A bonfire was also held and featured the band, cheerleaders and football team. The Patriots crushed the Canes in a 29-0 final score. The football team advanced to the District playoff against Whitehall High School and came out victorious. They then advanced and played Easton Area High School last Friday, but Easton came out on top. The football team has accomplished a lot and congratulates them for a successful season. The Mini-Thon committee will be holding their second event on November 24 at various elementary schools in the District. The Debate team has one (1) more scrimmage to end their season. The band and chorus are preparing for their winter concerts. The band is also planning a cruise trip in March. Student Council will be holding a blood drive on December 23. Winter sports have begun. Senior Shaina Palmer qualified for states in Hershey. Senior, Sam Magnan committed to the University of Virginia to swim, and he has also qualified for the Olympic trials in Nebraska in the 800 yard freestyle. Senior Shannon Howell has committed to the University of Charleston to swim. The theatre production of *Curtains* ended last week and was a success. On October 22, Freedom held the first ever reunification drill. The Freedom newspaper is seeking grants to purchase a go-kit which is a personalized emergency care package in the event of a lockdown. Last Wednesday, the National Honor Society inducted 117 new members. She wanted to thank Mrs. Harper for all that she has done at Freedom as she starts her new position

REPORTS OF THE
STUDENT
REPRESENTATIVES

at the Education Center. She also wanted to publicly welcome Ms. Leeson into the Freedom family.

Natalie Hart (Liberty High School) – Ms. Hart stated that Liberty had another eventful month. The annual bonfire was held this month with the band, cheerleaders and a football beauty pageant. Spirit week was a huge success. At the senior breakfast, motorcycle drag racer, Reggie Showers, spoke on the importance of rising above negative peer pressure and the importance of any positive support system. On November 25, the First Company will have their first concert, and on December 12, the orchestra and choral holiday concert is scheduled in the Auditorium. A Puerto Rican Heritage Day luncheon is scheduled for this Friday. On November 24, social studies classes will travel to Washington D.C. to tour monuments and museums. On December 5 and 6, the annual Art Show will take place in the art gallery. On December 8, a college financial aid night is scheduled for college bound seniors. The National Honor Society will host the first of three (3) blood drives on December 5. The Student Government will be purchasing luminaries to be placed around the campus. They will also be helping at Donegan Elementary School for their annual community Thanksgiving dinner, and be collecting food donations to create baskets that will be given to needy members of the community. Last week, FBLA held their induction dinner. The Key club, Student Government, cheerleaders, and many more clubs have been volunteering their time to New Bethany Ministries making luminary kits for the community. SADD held a Barnes and Noble Fun Day which benefitted the Cops ‘N Kids literacy program. Many students and teachers have begun fundraising for a polar plunge which will take place on New Year’s Day in the Delaware River which will benefit the Special Olympics organization. Jordan Bradfield and Kaitlyn Nguyen spent this past weekend at the Future Medical Leaders Conference in Washington, D.C. where they witnessed a live surgery broadcasted over the internet. Liberty’s broadcasting team visited PBS Channel 39 where they toured the facility and broadcasted Friday’s announcements. On November 21, Liberty will send about 20 students to Lehigh University’s Baker’s Institute. Sophomore Raisa Kochmaruk is the Eastern PA Conference champion and District IX female champion. Winter sports practices began today. The football team was named the Eastern Conference champions. On December 5, the Christmas City Classic Basketball Tournament will be hosted by Liberty, Freedom, and Becahi. She also wants to thank the boys’ volleyball team for starting a middle school intramural program between all of Liberty’s feeder schools. To date, the bell count stands Hurricanes 8 and Patriots 5.

President Faccinetto asked for a motion to approve the minutes for the October 20, 2014 Regular Board Meeting.

APPROVAL OF
MINUTES

Director Bonilla made a motion and seconded by Director Patrick to approve the Board meeting minutes.

MOTION TO ACCEPT
MINUTES

President Faccinetto asked if there was any discussion regarding the minutes. Seeing none, he called for a voice vote to approve the minutes. Motion passed unanimously by voice vote.

VOICE VOTE TO
ACCEPT MINUTES

President Faccinetto asked for a motion to approve the minutes for the September 8, 2014 Board Facilities Committee Meeting; October 6, 2014 Board Facilities Committee Meeting; November 3, 2014 Board Facilities Committee Meeting; November 3, 2014 Board Curriculum Committee Meeting; and November 10, 2014 Board Finance Committee Meeting.

APPROVAL OF
COMMITTEE MINUTES

NOVEMBER 17, 2014

Director Patrick made a motion and seconded by Director McKeon to approve the Committee meeting minutes.	MOTION TO ACCEPT COMMITTEE MINUTES
President Faccinetto asked if there was any discussion regarding the minutes. Seeing none, he called for a voice vote to approve the Committee minutes. Motion passed unanimously by voice vote.	VOICE VOTE TO ACCEPT MINUTES
President Faccinetto asked Director McKeon for a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 34); Treasurer's Reports (Page 35); Monthly Bills (Page 36); and Budget Information (Page 37).	FINANCIAL REPORTS/ PAYMENT OF BILLS
Director McKeon made a motion and seconded by Director Patrick to approve the Financial Reports/Payment of Bills.	MOTION TO ACCEPT FINANCIAL REPORT/PAYMENT OF BILLS
President Faccinetto asked if there was any discussion. Seeing none, he called for a roll call vote on the Financial Reports/Payment of Bills.	
Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto	ROLL CALL VOTE
Motion passes 9-0 for the Financial Report/Payment of Bills.	
President Faccinetto stated that the Board had Executive Session prior to this evening's meeting regarding personnel and negotiations.	PRESIDENT'S COMMUNICATIONS
Dr. Roy stated that Freedom High School is a state finalist in the Samsung "Solve for Tomorrow" contest. This is a nationwide contest to increase interest in science, technology, engineering and math (STEM) by challenging teachers and students to take topics out of the traditional classroom and into the local communities. In addition to be awarded two (2) galaxy tabs, the school will receive a professional development course from PBS Teacher Line. Freedom is one (1) of five (5) schools in PA to become a finalist. One winner from each state will be announced in early December.	SUPERINTENDENT'S REPORT
President Faccinetto asked if anyone had Unfinished Business. Seeing none, he moved to the Recommendations of the Administration.	UNFINISHED BUSINESS
<u>Facilities Items</u> President Faccinetto asked Director Cann for a motion to approve Facilities Agenda Items 1, 2 and 3.	RECOMMENDATIONS OF THE ADMINISTRATION
Director Cann made a motion seconded by Director Bonilla to approve Facilities Agenda Items 1, 2 and 3.	MOTION TO APPROVE FACILITIES ITEMS 1, 2 AND 3
President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote of the Facilities Agenda Items.	
Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto	ROLL CALL VOTE ITEM 1, 2 AND 3
Motion passes 9-0 for Facilities Agenda Items 1, 2 and 3	
<u>Curriculum Items</u> President Faccinetto asked for a motion to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.	

Director Bonilla made a motion seconded by Director Patrick to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

MOTION TO APPROVE
CURRICULUM ITEMS 4,
5, 6, 7, 8, 9 AND 10

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

Director Bonilla asked for clarification that Agenda Item 8 yes vote would be to support the denial of the charter school request. Dr. Roy concurred.

Director McKeon had a question regarding Agenda Item 5, New Textbook Adoption. Of the \$56,000, how many units/books would be purchased? Dr. Silva responded that \$8,000-\$9,000 will be spent on the purchase.

President Faccinetto called for a roll call vote of the Curriculum Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

ROLL CALL VOTE
ITEM 4, 5, 6, 7, 8, 9 AND
10

Motion passes 9-0 for Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10

Finance Items

President Faccinetto asked Director McKeon for a motion to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

Director McKeon made a motion and seconded by Director Bonilla to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

MOTION TO APPROVE
FINANCE ITEMS 11, 12,
13, 14, 15, 16 AND 17

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Finance Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

ROLL CALL VOTE
ITEMS 11, 12, 13, 14, 15,
16 AND 17

Motion passes 9-0 for Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17

Human Resources Items

President Faccinetto asked Director Patrick for a motion to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Director Patrick made a motion and seconded by Director Bonilla to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

MOTION TO APPROVE
HUMAN RESOURCES
ITEMS 18, 19, 20, 21, 22,
23, 24, 25, 26, 27, 28 AND
29

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Human Resources Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

ROLL CALL VOTE
ITEMS 18, 19, 20, 21, 22,
23, 24, 25, 26, 27, 28 AND
29

Motion passes 9-0 for Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Dr. Roy introduced Nicholas Takacs as the new Chief Technology Officer. He also wanted to thank the Board for their support in renewing Mr. Giordano's contract as Chief Human Resources Officer, and Mr. Stein's contract as Chief Facilities and Operations Officer.

BASD FOUNDATION – President Faccinetto introduced Julie Bailey as the new executive director, and she provided an update to the Board. Ms. Bailey stated that

this is her third week on the job and is a huge learning curve. The first fundraiser by the Foundation was held after the Freedom/Liberty game on November 1. There is no data on the outcome of that event yet. More information coming next month.

COMMITTEE REPORTS

Director Patrick wanted to comment that the District is very fortunate to have Ms. Bailey. She is a parent from Hanover and will take this position to the next level.

Mrs. Tate stated that the Foundation will be announcing the Teacher Innovation grant recipients soon.

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL COMMITTEE – President Faccinnetto stated that the Board met on November 5. Mr. Gorman reviewed the audit report and there were no issues. He commended Ms. Blank and Mr. Williams for a fantastic audit.

COLONIAL INTERMEDIATE UNIT 20 – Director McKeon stated that the Board will meet this Wednesday. The October meeting was a very brief meeting.

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

NEW OR
MISCELLANEOUS
BUSINESS

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

COURTESY OF THE
FLOOR

Jack Toy (621 Main Street, Bethlehem) – Mr. Toy has a suggestion for the Board following some things that he learned by securing the fiscal report and budget from last year for the Lehigh Valley Academy and is atrocious for the taxpayer. They are paying \$20,000 square foot per year or \$3.3 million. They have extended their contract with Mr. Pektor until 2023. When he was on the Board, he asked them to get a commercial real estate agent and negotiate a contract, but the Administration said they could take care of it. The combined experience of those six (6) people on the administrative team has five (5) having no experience at the job they presently have at the charter school and one (1) had a year experience as a principal. There is no control or accountability. The Lehigh Valley Performing Arts pays dues for students to attend the fitness center on Broad Street as they do not have a gym to meet physical education requirements. Another problem with the Performing Arts is that they do not have any regard for the District's school year as there will be three (3) days by Christmas where they have gone to school and BASD has not which means the taxpayers have to pay the transportation costs and crossing guards for 500 students. He suggests that when developing the calendar for the 2015-2016 school year, the Administration should notify the charter schools of the schedule, and that the District will implement a transportation fee that will be subtracted from the reimbursement money if the charter school is open on a day that the District students are off.

Director Vidanage asked if the Board can receive the wages for the administrators at the charter schools since this information is made public for public administrators. President Faccinnetto stated that the Administration can get that information for the Board. Mr. Toy also responded that the charter school administrators do not get overpaid as their teachers and not as much as public school teachers.

Stephen Antalics (737 Ridge Street, Bethlehem) – Mr. Antalics stated that superior teachers result in superior students, and superior students result in a successful school district. He read a list of 29 questions which were split up into two (2)

sections of performance of the teacher and how the teacher is perceived by others. These are very interesting questions and would give great insight into the quality of a teacher. Who can best answer those questions, the students or the principal? He asked some high schools students what they thought if they could grade their teacher, and they had a sense of empowerment and would enjoy it and agreed there are good teachers and bad teachers. If the District has superior students, then he feels that we can trust their judgment. As was discussed at a Board committee meeting last week, he strongly urges that this be incorporated into the Act 82 system so that the Administrators get a good sense of the teachers from those students who make the District successful. He also wanted to apologize for his strong comments at the last committee meeting where he accused the Superintendent of being negligent, and he does not feel that they are negligent in any way after today's editorial.

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

OPEN FORUM

Director Bonilla stated that last month he went with Dr. Donaher to Lehigh Valley Dual Language Charter School and Lehigh Valley Academy for the monthly reviews, and he looks forward to learning more through periodic reviews.

Director Vidanage asked Mr. Fazil and Mr. Stein about a prototype solar collector on a bank building by Five Points. The trials went very good and are going into production in 2015. Some school districts already contracted with Lehigh University for this solar collector with payback of approximately six (6) years. Since the District has a clear path of the Nitschmann project, he suggests that Mr. Stein talk to them to see what opportunities are available to have this in place. He was told it used to be \$8,000 per kilowatt, and now it is about \$40 per kilowatt.

President Faccinetto asked for a motion for Adjournment. Director Patrick made a motion and seconded by Director Bonilla. The meeting adjourned at 8:00 p.m.

ADJOURNMENT

Attest,

Stacy M. Gober
Board Secretary

SMG:dlm

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1. *PlanCon D and E for the Nitschmann Middle School Construction Project*

INFORMATION:

To continue the PlanCon process, the Board of School Directors must certify submittals to the Pennsylvania Department of Education by Board action. Additionally, this action certifies that the proposed project is in conformance with the district's Long Range Plan. In an effort to keep the PlanCon process for the New Nitschmann Middle School running smoothly, the Board of School Directors must submit the attached transmittals of PlanCon, labeled Part D, Project Accounting Based on Estimates, and Part E, Design Development.

RECOMMENDATION:

That the Board of School Directors approves the transmittals of PlanCon, labeled Part D, Project Accounting Based on Estimates, and Part E, Preliminary Plans for the New Nitschmann Middle School.

Facilities Items

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

Director Cann made a motion seconded by Director Bonilla to approve Facilities Agenda Items 1, 2 and 3.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote of the Facilities Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Facilities Agenda Items 1, 2 and 3

PART D: PROJECT ACCOUNTING BASED ON ESTIMATES
BOARD TRANSMITTAL

DISTRICT/CTC: Bethlehem Area School District COUNTY: Lehigh
PRJT BLDG NAME: Nitschmann Middle School PROJECT #: 3787

NON-VOC	VOC	PAGE #	
<u>X</u>	<u> </u>	D02-D03	Project Accounting Based on Estimates
<u>X</u>	<u> </u>	Add't Costs	Additional Project Costs
<u>X</u>	<u> </u>	D04	Detailed Costs
<u>NA</u>	<u> </u>	D05	20% Rule for Alteration Costs for Non-Vocational Projects
<u>X</u>	<u> </u>	D06-D07	Adjusted Structure and Related Costs - Non-Vocational
<u>X</u>	<u> </u>	D08-D09	Estimated Maximum Reimbursable Project Amount - Non-Vocational
	<u> </u>	D10	Adjusted Structure Costs - Vocational
	<u> </u>	D11-D13	Estimated Maximum Reimbursable Project Amount - Vocational
<u>X</u>	<u> </u>	D14	Estimated Temporary Reimbursable Percent for Each Bond Issue
<u>X</u>	<u> </u>	D15	Project Financing
<u>X</u>	<u> </u>	D16	Projected Debt Service/Lease Rental Requirements for FY 2012-2013
<u>X</u>	<u> </u>	D16 -	Additional Issues
<u>X</u>	<u> </u>	D17	25% Debt Service/Lease Rental Limit and Potential for Distressed Status
<u>X</u>	<u> </u>	D18	Local Effort Limit
<u>X</u>	<u> </u>	D19	Act 34 of 1973: Substantial Addition Determination
*** FOR NEW BUILDINGS OR SUBSTANTIAL ADDITIONS ONLY ***			
<u>X</u>	<u> </u>	D20	Act 34 of 1973: Maximum Building Construction Cost
<u>X</u>	<u> </u>	D21-D22	Act 34 of 1973: School Building Capacity
<u>X</u>	<u> </u>	D23	Act 34 of 1973: Aggregate Building Expenditure Standard
<u>X</u>	<u> </u>		Act 34 of 1973: First Hearing Notice and Proof of Publication
<u>X</u>	<u> </u>		Act 34 of 1973: Project Description Booklet
<u>X</u>	<u> </u>		Act 34 of 1973: Hearing Minutes or Transcript
<u>X</u>	<u> </u>		Act 34 of 1973: Written Comments

The architectural firm for this project is: BRESLIN RIDYARD FADERO ARCHITECTS

The architect to be contacted if there are any questions about Part D is:
ROBIN W. BRESLIN 610-437-9626 610-437-4769
Architect's Name and Position Phone Number Fax Number

The architect's e-mail address is: robinbreslin@breslinarchitects.com

The architectural firm's address is: 1226 Union Boulevard, Allentown PA 18109

The school administrator to be contacted if there are any questions about Part D is:
M. Arif Fazil, PE. Resident Project Engineer 610-865-3000 610-861-0181
District/CTC Administrator's Name and Position Phone Number Fax Number

The SD/CTC administrator's e-mail address is: maf@dhuy.com

This certifies that the attached materials were approved for submission to the Pennsylvania Department of Education by board action.

BOARD ACTION DATE: 11/17/2014

VOTING: AYE 9 NAY 0 ABSTENTIONS 0 ABSENT 0

Stacy M. Gober Stacy M. Gober
Signature, Board Secretary Board Secretary's Name, Printed or Typed

Bethlehem Area School District 11/17/2014
District/CTC Address Date

PROJECT ACCOUNTING BASED ON ESTIMATES (1 of 2)

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

ROUND FIGURES TO NEAREST DOLLAR

PROJECT COSTS	NEW	EXISTING	TOTAL
A. STRUCTURE COSTS (include site development)			
1. General (Report costs for sanitary sewage disposal on line E-1.)	29,179,000		29,179,000
2. Heating and Ventilating	5,536,000		5,536,000
3. Plumbing (Report costs for sanitary sewage disposal on line E-1.)	1,890,000		1,890,000
4. Electrical	4,860,000		4,860,000
5. Asbestos Abatement (D04, line C-3)	X X X X X X		
6. Building Purchase Amount	X X X X X X		
7. Other * (Exclude test borings and site survey)			
a. _____			
b. _____			
c. _____			
d. _____			
e. PlanCon-D-Add't Costs, Total			
A-1 to A-7 - Subtotal	41,465,000		41,465,000
8. Construction Insurance			
a. Owner Controlled Insurance Program on Structure Costs (Exclude asbestos abatement, building purchase and other structure costs not covered by the program)			
b. Builder's Risk Insurance (if not included in primes)	100,000		100,000
c. Construction Insurance - Total	100,000		100,000
9. TOTAL-Structure Costs (A-1 to A-7-Subtotal plus A-8-c)	41,565,000		41,565,000
B. ARCHITECT'S FEE			
1. Architect's/Engineer's Fee on Structure	2,355,313		2,355,313
2. EPA-Certified Project Designer's Fee on Asbestos Abatement	X X X X X X X X X X X X		
3. TOTAL - Architect's Fee	2,355,313		2,355,313
C. MOVABLE FIXTURES AND EQUIPMENT			
1. Movable Fixtures and Equipment	850,000		850,000
2. Architect's Fee			
3. TOTAL - Movable Fixtures & Equipment	850,000		850,000
D. STRUCTURE COSTS, ARCHITECT'S FEE, MOVABLE FIXTURES & EQUIPMENT - TOTAL (A-9 plus B-3 and C-3)	44,770,313		44,770,313
E. SITE COSTS			
1. Sanitary Sewage Disposal	100,000		100,000
2. Sanitary Sewage Disposal Tap-In Fee and/or Capacity Charges	20,000		20,000
3. Owner Controlled Insurance Program/Builder's Risk Insurance on Sanitary Sewage Disposal			
4. Architect's/Engineer's Fee for Sanitary Sewage Disposal			
5. Site Acquisition Costs		X X X X X X X X X X X X X X X X X X	
a. Gross Amount Due from Settlement Statement or Estimated Just Compensation			
b. Real Estate Appraisal Fees		X X X X X X	
c. Other Related Site Acquisition Costs		X X X X X X	
d. Site Acquisition Costs - Total		X X X X X X	
6. TOTAL - Site Costs	120,000		120,000
F. STRUCTURE COSTS, ARCHITECT'S FEE, MOVABLE FIXTURES & EQUIPMENT, AND SITE COSTS - TOTAL (D plus E-6)	44,890,313		44,890,313

* Type "No Fee" beside each item for which no design fee is charged.

PROJECT ACCOUNTING BASED ON ESTIMATES (2 of 2)

District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787		
ROUND FIGURES TO NEAREST DOLLAR				
PROJECT COSTS (CONT.)		TOTAL		
G. ADDITIONAL CONSTRUCTION-RELATED COSTS				
1. Project Supervision (inc. Asbestos Abatement Project Supervision)				
2. Construction Manager Fee and Related Costs		1,680,000		
3. Total Demolition of Entire Existing Structures and Related Asbestos Removal to Prepare Project Site for Construction of New School Building and Related AHERA Clearance Air Monitoring and EPA-Certified Project Designer's Fee on Asbestos Abatement (Exclude costs for partial demolition.)		2,376,370		
4. Architectural Printing		20,000		
5. Test Borings		36,800		
6. Site Survey		31,500		
7. Other (attach schedule if needed) a. _____				
b. PlanCon-D-Add't Costs, Total		1,460,000		
8. Contingency		2,350,117		
9. TOTAL - Additional Construction-Related Costs		7,954,787		
H. FINANCING COSTS FOR THIS PROJECT ONLY	BOND ISSUE/NOTE SERIES OF 2015	BOND ISSUE/NOTE SERIES OF 2016	BOND ISSUE/NOTE SERIES OF Cash	X X X X X X X X X X X X
1. Underwriter Fees	247,500	169,125		416,625
2. Legal Fees	35,000	35,000		70,000
3. Financial Advisor	35,000	35,000		70,000
4. Bond Insurance	116,166	79,380		195,546
5. Paying Agent/Trustee Fees and Expenses	1,500	1,500		3,000
6. Capitalized Interest	897,030	612,970		1,510,000
7. Printing	9,500	9,500		19,000
8. CUSIP & Rating Fees	20,000	18,000		38,000
9. Other a. Phone, Fed-Ex, Copying	5,000	5,000		10,000
b. _____				
10. TOTAL-Financing Costs	1,366,696	965,475		2,332,171
I. TOTAL PROJECT COSTS (F plus G-9 plus H-10)				55,177,271
REVENUE SOURCES	BOND ISSUE/NOTE SERIES OF 2015	BOND ISSUE/NOTE SERIES OF 2016	BOND ISSUE/NOTE SERIES OF Cash	TOTAL
J. AMOUNT FINANCED FOR THIS PROJECT ONLY	30,000,000	20,500,000	4,879,271	55,379,271
K. ORIGINAL ISSUE DISCOUNT/ PREMIUM FOR THIS PROJECT ONLY	-150,000	-102,500		(252,500)
L. INTEREST EARNINGS FOR THIS PROJECT ONLY	30,000	20,500		50,500
M. BUILDING INSURANCE RECEIVED				
N. PROCEEDS FROM SALE OF BUILDING OR LAND				
O. LOCAL FUNDS - CASH (SEE INSTRUCTIONS)				
P. OTHER FUNDS (ATTACH SCHEDULE)				
Q. TOTAL REVENUE SOURCES				55,177,271

DETAILED COSTS			
District/CTC:	Project Name:		Project #:
Bethlehem Area School District	Nitschmann Middle School		3787
	NEW	EXISTING	TOTAL
A. SITE DEVELOPMENT COSTS (exclude Sanitary Sewage Disposal)			
1. General (include Rough Grading to Receive Building)	5,000,000		5,000,000
2. Heating and Ventilating			
3. Plumbing			
4. Electrical	500,000		500,000
5. Other: _____			
6. Other: _____			
7. A-1 thru A-6 - Subtotal	5,500,000		5,500,000
8. Construction Insurance			
a. Owner Controlled Insurance Program on Site Development Costs			
b. Builder's Risk Insurance (if not included in primes)	13,500		13,500
c. Construction Insurance - Subtotal	13,500		13,500
9. Site Development Costs - Total	5,513,500		5,513,500
B. ARCHITECT'S FEE ON SITE DEVELOPMENT	320,000		320,000
			EXISTING
C. ASBESTOS ABATEMENT			
1. Asbestos Abatement			
2. AHERA Clearance Air Monitoring			
3. Asbestos Abatement - Total (D02, line A-5)			
D. EPA-CERTIFIED PROJECT DESIGNER'S FEE ON ASBESTOS ABATEMENT (D02, LINE B-2)			
E. ROOF REPLACEMENT/REPAIR			
1. Roof Replacement Repair			
2. Owner Controlled Insurance Program on Roof Replacement/Repair			
3. Builder's Risk Insurance (if not included in primes)			
4. Roof Replacement/Repair - Total			
F. ARCHITECT'S FEE ON ROOF REPLACEMENT/REPAIR			

ADJUSTED STRUCTURE AND RELATED COSTS - NON-VOCATIONAL (1 of 2)																																
District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787																														
NEW CONSTRUCTION OR ADDITION - ADJUSTMENTS																																
A. ADJUSTED STRUCTURE COSTS - 10% RULE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Structure Costs (D02, line A-9-NEW) *</td> <td style="width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right; border-bottom: 1px solid black;">41,565,000</td> </tr> <tr> <td>2. Less: Site Development (D04, line A-9-NEW) *</td> <td style="text-align: right;">\$</td> <td style="text-align: right; border-bottom: 1px solid black;">5,513,500</td> </tr> <tr> <td>3. Adjusted Structure Costs (A-1 minus A-2)</td> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 36,051,500</td> </tr> <tr> <td>4. 10% Rule (A-3 times .10)</td> <td style="text-align: right;">\$</td> <td style="text-align: right; border-bottom: 1px solid black;">3,605,150</td> </tr> </table> B. ADJUSTED SITE DEVELOPMENT - 10% LIMIT (lesser of A-2 or A-4) \$ 3,605,150 C. ADJUSTED ARCHITECT'S FEE ON STRUCTURE COSTS <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Architect's Fee (D02, line B-3-NEW)</td> <td style="width: 20%; text-align: right;">\$</td> <td style="width: 20%; text-align: right; border-bottom: 1px solid black;">2,355,313</td> </tr> <tr> <td>2. Architect's Fee as a Percent of Structure Costs (C-1 divided by A-1)</td> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">0.0567</td> </tr> <tr> <td>3. Allowable Fee Percent (lesser of 6% or C-2)</td> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">0.0567</td> </tr> <tr> <td>4. Adjusted Structure Costs & Site Development (A-3 plus B)</td> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">(ROUND TO 4 DEC PL)</td> </tr> <tr> <td>5. Adjusted Architect's Fee on Structure Costs (C-3 times C-4; maximum = C-1)</td> <td style="text-align: right;">\$</td> <td style="text-align: right; border-bottom: 1px solid black;">39,656,650</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">\$ 2,248,532</td> </tr> </table> D. MOVABLE FIXTURES & EQUIPMENT - 5% LIMIT <u>EXCLUDED UNTIL PART J</u> E. ADJUSTED ARCHITECT'S FEE ON MOVABLE FIXTURES & EQUIPMENT <u>EXCLUDED UNTIL PART J</u> F. ADJUSTED STRUCTURE, SITE DEVELOPMENT, ARCHITECT'S FEE, MOVABLE FIXTURES & EQUIPMENT (A-3 plus B and C-5; max = D02, line D-NEW) \$ 41,905,182 (ADJ COSTS - NEW)			1. Structure Costs (D02, line A-9-NEW) *	\$	41,565,000	2. Less: Site Development (D04, line A-9-NEW) *	\$	5,513,500	3. Adjusted Structure Costs (A-1 minus A-2)		\$ 36,051,500	4. 10% Rule (A-3 times .10)	\$	3,605,150	1. Architect's Fee (D02, line B-3-NEW)	\$	2,355,313	2. Architect's Fee as a Percent of Structure Costs (C-1 divided by A-1)		0.0567	3. Allowable Fee Percent (lesser of 6% or C-2)		0.0567	4. Adjusted Structure Costs & Site Development (A-3 plus B)		(ROUND TO 4 DEC PL)	5. Adjusted Architect's Fee on Structure Costs (C-3 times C-4; maximum = C-1)	\$	39,656,650			\$ 2,248,532
1. Structure Costs (D02, line A-9-NEW) *	\$	41,565,000																														
2. Less: Site Development (D04, line A-9-NEW) *	\$	5,513,500																														
3. Adjusted Structure Costs (A-1 minus A-2)		\$ 36,051,500																														
4. 10% Rule (A-3 times .10)	\$	3,605,150																														
1. Architect's Fee (D02, line B-3-NEW)	\$	2,355,313																														
2. Architect's Fee as a Percent of Structure Costs (C-1 divided by A-1)		0.0567																														
3. Allowable Fee Percent (lesser of 6% or C-2)		0.0567																														
4. Adjusted Structure Costs & Site Development (A-3 plus B)		(ROUND TO 4 DEC PL)																														
5. Adjusted Architect's Fee on Structure Costs (C-3 times C-4; maximum = C-1)	\$	39,656,650																														
		\$ 2,248,532																														

* Although this line includes rough grading to receive the building, the effect of its inclusion is not significant.

ADJUSTED STRUCTURE AND RELATED COSTS - NON-VOCATIONAL (2 of 2)

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

ALTERATIONS TO EXISTING AREA - ADJUSTMENTS

G. ADJUSTED STRUCTURE COSTS - 20% RULE

1. Structure Costs (D02, line A-9-EXIST)	\$	_____
2. Less: Building Purchase (D02, line A-6-EXIST)	\$	_____
3. Less: Site Development (D04, line A-9-EXIST)	\$	_____
4. Less: Asbestos Abatement (D04, line C-3)	\$	_____
5. Less: Roof Replacement/Repair (D04, line E-4)	\$	_____
6. Adjusted Structure Costs (G-1 minus G-2, G-3, G-4, and G-5)		\$ _____
7. 20% Rule (G-6 times .20)	\$	_____

H. ADJUSTED ASBESTOS REMOVAL - 20% LIMIT

1. Removal and Disposal (D04, line C-1)	\$	_____
2. AHERA Clearance Air Monitoring (D04, line C-2)	\$	_____
3. Allowable Asbestos Removal (H-1 plus H-2)	\$	_____
4. Adjusted Asbestos Removal (lesser of H-3 or G-7)		\$ _____

**I. ADJUSTED ROOF REPLACEMENT/REPAIR - 20% LIMIT
(lesser of G-5 or G-7)**

\$ _____

J. ADJUSTED ARCHITECT'S FEE ON STRUCTURE COSTS

1. Architect's Fee (D02, line B-3-EXIST)	\$	_____
2. Architect's Fee as a Percent of Structure Costs (J-1 divided by (G-1 minus G-2))		_____
3. Allowable Fee Percent (lesser of 6% or J-2)		(ROUND TO 4 DEC PL) _____
4. Adjusted Structure Costs, Asbestos Removal and Roof Replacement (G-6 plus H-4 and I)		(ROUND TO 4 DEC PL) _____
5. Adjusted Architect's Fee on Structure Costs, Asbestos Removal and Roof Replacement (J-3 times J-4; maximum = J-1)		\$ _____

K. MOVABLE FIXTURES & EQUIPMENT - 5% LIMIT

EXCLUDED UNTIL PART J

**L. ADJUSTED ARCHITECT'S FEE ON MOVABLE
FIXTURES & EQUIPMENT**

EXCLUDED UNTIL PART J

M. BUILDING PURCHASE

(D02, line A6-EXIST)

(Approved, Part C)

\$ _____
(Lesser of Actual or Approved)

**N. ADJUSTED STRUCTURE, ARCHITECT'S FEE, MOVABLE
FIXTURES & EQUIPMENT**

(G-6 plus H-4, I, J-5 and M; max = D02, line D-EXIST)

\$ _____
(ADJ COSTS-EXIST)

ESTIMATED MAXIMUM REIMBURSABLE PROJECT AMOUNT - NON-VOCATIONAL (1 of 2)

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

*** ESTIMATED APPROVED BUILDING CONSTRUCTION COST ***

A. NEW CONSTRUCTION / ALTERATIONS TO EXISTING / BUILDING PURCHASE

1. Rated Pupil Capacity (RPC) from Part A Approval Letter

Elementary	438	X	\$4,700	=	\$ 2,058,600
Middle/Secondary/DAO/Natatorium	696	X	\$6,200	=	\$ 4,315,200
Vocational		X	\$7,600	=	\$ 0

Reimbursable Formula Amount - Building Total \$ 6,373,800

2. a. New Area:

1. Architectural Area - New 179,745 sq. ft.

(Complete only if reimbursable)

2. Architectural Area - Total 179,745 sq. ft.

3. New Area divided by Total Area 1.0000

4. Approved Building Construction Cost - New Area \$ 6,373,800 \$ 41,905,182 \$ 6,373,800

b. Existing Area:

1. Architectural Area - Existing sq. ft.

(Complete only if reimbursable)

2. Architectural Area - Total 179,745 sq. ft.

3. Existing Area divided by Total Area 0.0000

4. Approved Building Construction Cost - Existing Area \$ 0 \$ 0 \$ 0

3. ESTIMATED APPROVED BUILDING CONSTRUCTION COST

(2a4 plus 2b4; max = A-1 Total)

\$ 6,373,800

*** APPRAISAL VALUE OF EXISTING BUILDING - FOR REIMBURSEMENT PURPOSES ONLY ***

AA. Reimbursable Formula Amount - Building Total	\$ 0
AB. Less: Reimbursable Formula Amount - New Area	\$ 0
AC. Less: Adjusted Structure, Architect's Fee, Movable Fixtures & Equipment - Existing Building	\$ 0
AD. Appraisal Value of Existing Building (AA minus AB and AC; minimum = 0)	\$ 0

*** ESTIMATED ADDITIONAL FUNDING ***

AE. Project building constructed and based on approved school facility design received from the Department's School Design Clearinghouse (SDC)

Rated Pupil Capacity (RPC) from Part A Approval Letter

Elementary	X	\$470	=	\$ 0
Middle/Secondary/DAO/Natatorium/Vocational	X	\$620	=	\$ 0

Additional Funding - School Design Clearinghouse \$ 0

AF. General construction contract alters or expands existing building

Rated Pupil Capacity (RPC) from Part A Approval Letter

Elementary	X	\$470	=	\$ 0
Middle/Secondary/DAO/Natatorium/Vocational	X	\$620	=	\$ 0

Additional Funding - Existing Building \$ 0 - \$ 0 = \$ 0

AG. Project receiving Silver, Gold or Platinum LEED certification or two, three or four Green Globes certification

Rated Pupil Capacity (RPC) from Part A Approval Letter

Elementary	438	X	1.0000	X	\$470	=	\$ 205,860
Middle/Secondary/DAO/Natatorium/Vocational	696	X	1.0000	X	\$620	=	\$ 431,520

Additional Funding - LEED or Green Globes certification \$ 637,380

AH. Estimated Additional Funding Total (AE plus AF and AG)

\$ 637,380

ESTIMATED MAXIMUM REIMBURSABLE PROJECT AMOUNT - NON-VOCATIONAL (2 of 2)

District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787
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*** ESTIMATED MAXIMUM REIMBURSABLE SITE COSTS ***

B. SITE ACQUISITION (Not Applicable for Building Purchase)				
1-	a. Contract Sales Price or Estimated Just Compensation (CW02, line A)	\$	_____	← ONLY COMPLETE IF PART C
	b. Highest Appraised Value for the Site (CW02, line D)	\$	_____	← APPROVED
	c. PDE-Approved Cost (lesser of 1-a or 1-b)	\$	_____	BY PDE
	d. Cost Factor (1-c divided by 1-a; max = 1.00)		_____	
2-	a. Total Acres to be Acquired		_____	↓ (ROUND TO 4 DEC PL)
	b. PDE-Reimbursable Acres (Part D instructions)		_____	
	c. Site Factor (2-b divided by 2-a; max = 1.00)		_____	
				(ROUND TO 4 DEC PL)
3.	Site Reimbursement Factor (1-d times 2-c; max = 1.00)			(ROUND TO 4 DEC PL)
4.	Allowable Site Acquisition Costs (Part D instructions)	\$	_____	
5.	Maximum Reimbursable Site Acquisition Costs (line B-3 times line B-4)	\$	_____	
C. ROUGH GRADING TO RECEIVE THE BUILDING, SANITARY SEWAGE DISPOSAL, AND ARCHITECT'S FEE (Not Applicable to Building Purchase)				
1.	Rough Grading to Receive the Building			
	a. Rough Grading to Receive the Building	\$	<u>425,000</u>	
	b. PDE-Maximum Allowance for Cut (\$9.00/cu.yd.) and Fill (\$17.00/cu.yd.)	\$	<u>401,781</u>	
	c. Adjusted Rough Grading to Receive the Building (lesser of 1-a or 1-b)			\$ <u>401,781</u>
2.	Adjusted Sanitary Sewage Disposal (Existing and New)			
	a. Sanitary Sewage Disposal, Tap-In Fees, OCIP and Builder's Risk Insurance (D02, lines E-1 plus E-2 and E-3)	\$	<u>120,000</u>	
	b. PDE-Maximum Allowance for Sanitary Sewage Disposal - \$400 X (<u> </u> + <u>875</u>) = \$ <u>350,000</u>			
			AI9, ELEM-NEW FTE	AI9, MS/SEC-NEW FTE
	c. Adjusted Sanitary Sewage Disposal (lesser of 2-a or 2-b)			\$ <u>120,000</u>
3.	Architect's Fee on Rough Grading and Sanitary Sewage Disposal			
	a. Architect's Fee on Sanitary Sewage Disposal (D02, line E-4 total)	\$	_____	
	b. Architect's Fee as a Percent of Sanitary Sewage Disposal (3-a divided by 2-a)		_____	(ROUND TO 4 DEC PL)
	c. Allowable Fee Percent (lesser of 6% or 3-b)		_____	(ROUND TO 4 DEC PL)
	d. Adjusted Architect's Fee on Sanitary Sewage Disposal (3-c times 2-c)	\$	_____	
	e. Allowable Architect's Fee on Rough Grading (D06, line C-3 times 1-c)	\$	<u>22,781</u>	
	f. Adjusted Architect's Fee on Rough Grading and Sanitary Sewage Disposal (3-d plus 3-e)			\$ <u>22,781</u>
4.	Adjusted Rough Grading, Sanitary Sewage Disposal and Architect's Fee (1-c plus 2-c and 3-f)			\$ <u>544,562</u>
D.	ESTIMATED MAXIMUM REIMBURSABLE SITE COSTS (B-5 + C-4)			\$ <u>544,562</u>

*** ESTIMATED MAXIMUM REIMBURSABLE PROJECT AMOUNT ***

E-1. ESTIMATED APPROVED BUILDING CONSTRUCTION COST	\$ 6,373,800
	(DOB, line A-3)
E-2. ESTIMATED ADDITIONAL FUNDING	\$ 637,380
	(DOB, line AH)
F. ESTIMATED MAXIMUM REIMBURSABLE SITE COSTS	\$ 544,562
	(DOB, line D)
G. E-1 plus E-2 and F	\$ 7,555,742
H. TOTAL PROJECT COSTS	\$ 55,177,271
	(EGT, line I)
I. ESTIMATED MAXIMUM REIMBURSABLE PROJECT AMOUNT (lesser of G or H)	\$ 7,555,742

USE PAGE D14 TO CALCULATE THE TEMPORARY REIMBURSABLE PERCENT.

ADJUSTED STRUCTURE COSTS - VOCATIONAL

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

NEW CONSTRUCTION AREA - ADJUSTMENTS

A. ADJUSTED STRUCTURE COSTS - 10% RULE

1. Structure Costs (D02, line A-9-NEW)	\$	41,565,000	
2. Less: Site Development (D04, line A-9-NEW)	\$	5,513,500	
3. Adjusted Structure Costs (A-1 minus A-2)			\$ 36,051,500
4. 10% Rule (A-3 times .10)	\$	3,605,150	

B. ADJUSTED SITE DEVELOPMENT - 10% LIMIT (lesser of A-2 or A-4)

\$ 3,605,150

C. ADJUSTED STRUCTURE COSTS (A-3 plus B)

\$ 39,656,650
(ADJ COSTS-NEW)

ALTERATIONS TO EXISTING AREA - ADJUSTMENTS

D. ADJUSTED STRUCTURE COSTS - 20% RULE

1. Structure Costs (D02, line A-9-EXIST)	\$		
2. Less: Building Purchase (D02, line A-6-EXIST)	\$		
3. Less: Site Development (D04, line A-9-EXIST)	\$		
4. Less: Asbestos Abatement (D04, line C-3)	\$		
5. Less: Roof Replacement/Repair (D04, line E-4)	\$		
6. Adjusted Structure Costs (D-1 minus D-2, D-3, D-4, and D-5)			\$
7. 20% Rule (D-6 times .20)	\$		

E. ADJUSTED ASBESTOS REMOVAL

1. Removal and Disposal (D04, line C-1)	\$		
2. AHERA Clearance Air monitoring (D04, line C-2)	\$		
3. Allowable Asbestos Removal (E-1 plus E-2)	\$		
4. Adjusted Asbestos Removal (lesser of E-3 or D-7)			\$

F. ADJUSTED ROOF REPLACEMENT/REPAIR (lesser of D-5 or D-7)

\$

G. BUILDING PURCHASE

(D02, line A6-EXIST) (Approved, Part C) (Lesser of Actual or Approved)

H. ADJUSTED STRUCTURE COSTS (D-6 plus E-4, F and G)

\$ (ADJ COSTS-EXIST)

TOTAL PROJECT BUILDING - ADJUSTMENTS

I. ADJUSTED STRUCTURE COSTS - TOTAL PROJECT BUILDING (C plus H)

\$ 39,656,650

ESTIMATED MAXIMUM REIMBURSABLE PROJECT AMOUNT - VOCATIONAL (1 of 3)

District/CTC:	Project Name:	Project #:
Bethlehem Area School District	Nitschmann Middle School	3787

*** ESTIMATED APPROVED BUILDING CONSTRUCTION COST ***

A. NEW CONSTRUCTION / ALTERATIONS TO EXISTING / BUILDING PURCHASE

1. Rated Pupil Capacity (RPC) from Part A Approval Letter

Secondary 647 X \$6,200 = \$ 4,011,400

Vocational _____ X \$7,600 = \$ 0

Reimbursable Formula Amount - Building Total \$ 4,011,400
(RPC-TOT)

2. a. New Area:

1. Architectural Area - New 179,745 sq. ft.
(Complete only if reimbursable) (A20, line E-2)

2. Architectural Area - Total 179,745 sq. ft.
(A20, line E-3)

3. New Area divided by Total Area 1.0000
(NEW %)
(ROUND TO 4 DEC PL)

4. \$ 4,011,400 \$ 39,656,650 \$ 4,011,400
(NEW % X RPC-TOT) (D10, ADJ COSTS-NEW) (LESSER OF
NEW X X RPC-TOT OR
ADJ COSTS - NEW)

b. Existing Area - Appraisal:

1. Architectural Area - Existing 0 sq. ft.
(Complete only if reimbursable) (A20, line E-1)

2. Architectural Area - Total 179,745 sq. ft.
(A20, line E-3)

3. Existing Area divided by Total Area 0.0000
(EXIST %)
(ROUND TO 4 DEC PL)

4. \$ 0 \$ 0 \$ 0
(EXIST X X RPC-TOT) (D10, ADJ COSTS-EXIST) (LESSER OF
EXIST X X RPC-TOT OR
ADJ COSTS - NEW)

3. ESTIMATED APPROVED BUILDING CONSTRUCTION COST
(2a4 plus 2b4; max = A-1 Total)

\$ 4,011,400

*** APPRAISAL VALUE OF EXISTING BUILDING - FOR REIMBURSEMENT PURPOSES ONLY ***

AA. Reimbursable Formula Amount - Building Total	\$ <u>0</u> (RPC-TOT)
AB. Less: Reimbursable Formula Amount - New Area	\$ <u>0</u> (NEW % X RPC-TOT)
AC. Less: Adjusted Structure, Architect's Fee, Movable Fixtures & Equipment - Existing Building (D10, Adj Costs-Exist plus D12, lines G-1-d, G-2 and G-3)	\$ <u>0</u>
AD. Appraisal Value of Existing Building (AA minus AB and AC; minimum = 0)	\$ <u>0</u> (APPRAISAL)

*** ESTIMATED ADDITIONAL FUNDING ***

AE. Project building constructed and based on approved school facility design received from the Department's School Design Clearinghouse (SDC) Rated Pupil Capacity (RPC) from Part A Approval Letter Secondary/Vocational _____ X \$620 = \$ <u>0</u> (Sec-SDC)	
AF. General construction contract alters or expands existing building Rated Pupil Capacity (RPC) from Part A Approval Letter Secondary/Vocational _____ X \$620 = \$ <u>0</u> - \$ <u>0</u> = \$ <u>0</u> (Sec-Exist Bldg) (APPRAISAL) (Sec-Exist Bldg minus Appraisal; Minimum = 0)	
AG. Project receiving Silver, Gold or Platinum LEED certification or two, three or four Green Globes certification Rated Pupil Capacity (RPC) from Part A Approval Letter Secondary/Vocational _____ X _____ X \$620 = \$ <u>0</u> 1.0000 for NEW BLDG & ADD/ALT projects; Line A.2.a.3 NEW for ADD only projects (Sec-LEED)	
AH. Estimated Additional Funding Total (AE plus AF and AG)	\$ <u>0</u>

ESTIMATED MAXIMUM REIMBURSABLE PROJECT AMOUNT - VOCATIONAL (2 of 3)

District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project No.: 3787
--	--	-----------------------------

***** ESTIMATED REIMBURSABLE OTHER COSTS *****

G. REIMBURSABLE OTHER COSTS

1. Adjusted Architect's Fee on Structure Costs		
a. Architect's Fee (D02, line B-3-TOTAL)	\$	<u>2,355,313</u>
b. Architect's Fee as a Percent of Structure Costs (G-1-a divided by D02, line A-Total)		<u>0.0567</u> (ROUND TO 4 DEC PL)
c. Allowable Fee Percent (lesser of 6% or G-1-b)		<u>0.0567</u> (ROUND TO 4 DEC PL)
d. Adjusted Architect's Fee on Structure Costs G-1-c times D10, line I)	\$	<u>2,248,532</u>
2. Adjusted Movable Fixtures & Equipment - 20% Limit		<u>EXCLUDED UNTIL PART J</u>
3. Adjusted Architect's Fee on Movable Fixtures & Equipment		<u>EXCLUDED UNTIL PART J</u>
4. Adjusted Site Acquisition		
a-1. Contract Sales Price or Estimated Just Compensation (CW02, line A)	\$	<u> </u>
2. Highest Appraised Value for the Site (CW02, line D)	\$	<u> </u>
3. PDE-Approved Cost (lesser of a-1 or a-2)	\$	<u> </u>
4. Cost Factor (a-3 divided by a-1; max = 1.00)		<u> </u>
b-1. Total Acres to be Acquired		<u> </u> (ROUND TO 4 DEC PL)
2. PDE-Allowable Acres (Part D instructions)		<u> </u>
3. Site Factor (b-2 divided by b-1; max = 1.00)		<u> </u> (ROUND TO 4 DEC PL)
c. Site Reimbursement Factor (a-4 times b-3; max = 1.00)		<u> </u> (ROUND TO 4 DEC PL)
d. Allowable Site Acquisition Costs (Part D instructions)	\$	<u> </u>
e. Maximum Reimbursable Site Acquisition Costs (line 4-c times line 4-d)	\$	<u> </u>

**ONLY COMPLETE
IF PART C
APPROVED**

BY PDE

ESTIMATED MAXIMUM REIMBURSABLE PROJECT AMOUNT - VOCATIONAL (3 of 3)

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann M Nitschmann Middle School

Project #:

3787

*** ESTIMATED MAXIMUM REIMBURSABLE OTHER COSTS (cont.) ***

G. REIMBURSABLE OTHER COSTS (cont.)

5. Adjusted Rough Grading, Sanitary Sewage Disposal,
Architect's Fee (Not Applicable to Building Purchase)

a. Adjusted Rough Grading

1. Rough Grading to Receive the Building

\$ _____

2. PDE-Maximum Allowance for Cut (\$9.00/cu.yd.)
and Fill (\$17.00/cu.yd.)

\$ _____

3. Adjusted Rough Grading

(lesser of a-1 or a-2)

\$ _____

b. Adjusted Sanitary Sewage Disposal

1. Sanitary Sewage Disposal, Tap-In Fees, OCIP and
Builder's Risk Insurance (D02, lines E-1 plus E-2 and E-3)

\$ 120,000

2. PDE-Maximum Allowance for Sanitary

Sewage Disposal - \$400 X _____ =

\$ _____

A19, MS/SEC-NEW

3. Adjusted Sanitary Sewage Disposal

(lesser of b-1 or b-2)

\$ _____

c. Architect's Fee on Rough Grading and Sanitary Sewage Disposal

1. Architect's Fee on Sanitary Sewage Disposal

(D02, line E-4 total)

\$ _____

2. Architect's Fee as a Percent of
Sanitary Sewage Disposal

(c-1 divided by b-1)

(ROUND TO 4 DEC PL)

3. Allowable Fee Percent

(lesser of 6% or c-2)

(ROUND TO 4 DEC PL)

4. Adjusted Architect's Fee on Sanitary

Sewage Disposal (c-3 times b-3)

\$ _____

5. Allowable Architect's Fee on Rough Grading

(D12, line G-1-c times a-3)

\$ _____

6. Adjusted Architect's Fee on Rough Grading and

Sanitary Sewage Disposal (c-4 plus c-5)

\$ _____

d. Adjusted Rough Grading, Sewage Disposal and

Architect's Fee (a-3 plus b-3 and c-6)

\$ _____

6. Adjusted Construction-Related Costs

a. Additional Construction-Related Costs

(D03, line G-9-TOTAL)

\$ 7,954,787

b. Less: Contingency

\$ 2,350,117

c. Adjusted Construction-Related Costs

(6-a minus 6-b)

\$ 5,604,670

7. Adjusted Financing Costs

a. Financing Costs for this Project Only

(D03, line H-TOTAL)

\$ 2,332,171

b. Less: Capitalized Interest

\$ 1,510,000

c. Adjusted Financing Costs (7-a minus 7-b)

\$ 822,171

8. Reimbursable Other Costs (G-1-d plus G-4-e,

G-5-d, G-6-c, and G-7-c)

\$ 8,675,373

*** ESTIMATED MAXIMUM REIMBURSABLE PROJECT AMOUNT ***

H. ESTIMATED APPROVED BUILDING CONSTRUCTION COST (D11, line A-3)

\$ 4,011,400

I. ESTIMATED ADDITIONAL FUNDING (D11, line AH)

\$ _____

J. ESTIMATED REIMBURSABLE OTHER COSTS (G-8)

\$ 8,675,373

K. H plus I and J - Subtotal

\$ 12,686,773

L. TOTAL PROJECT COSTS (D03, line I)

\$ 55,177,271

M. ESTIMATED MAXIMUM REIMBURSABLE PROJECT AMOUNT (lesser of K or L)

\$ 12,686,773

USE PAGE D14 TO CALCULATE THE TEMPORARY REIMBURSABLE PERCENT.

PROJECT FINANCING		
District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787
Proposed Bid Opening Date (M/YY): _____ Expected Project Completion Date (M/YY): _____		
Financing Method #1: <u>G.O. Bonds</u> Total Issue/Note: \$ <u>30,000,000</u> Year Issued: <u>2015</u> Other PlanCon Projects Financed By This Issue/Note: <u>None</u> FY 2012-2013 Annual Rental or Debt Service: \$ _____		
Financing Method #2: <u>G.O. Bonds</u> Total Issue/Note: \$ <u>20,500,000</u> Year Issued: <u>2016</u> Other PlanCon Projects Financed By This Issue/Note: <u>None</u> FY 2012-2013 Annual Rental or Debt Service: \$ _____		
Financing Method #3: <u>Cash</u> Total Issue/Note: \$ <u>4,879,271</u> Year Issued: <u>NA</u> Other PlanCon Projects Financed By This Issue/Note: <u>NA</u> FY 2012-2013 Annual Rental or Debt Service: \$ <u>NA</u>		
Financing Method #4: _____ Total Issue/Note: \$ _____ Year Issued: _____ Other PlanCon Projects Financed By This Issue/Note: _____ FY 2012-2013 Annual Rental or Debt Service: \$ _____		

PROJECTED DEBT SERVICE/LEASE RENTAL REQUIREMENTS FOR FY 2012-2013									
District/CDC:		Project Name:				Project #:			
Bethlehem Area School District		Nitschmann Middle School				3787			
REIMBURSABLE ISSUE/NOTE - YEAR OF ISSUE OR PDE LEASE NUMBER	#1 2015 # : G.O. Bonds	#2 2011A # : G.O. Notes	#3 2011 # : G.O. Notes	#4 2010 # : G.O. Notes	#5 2012 # : G.O. Bonds	#6 TOTAL			
A. Gross Debt Service/Lease Rental * (2013-2014)		1,428,819	1,807,130	1,471,053	606,538	X X X X X X			
B. Reimbursable Fraction **	0.1319 (ROUND TO 4 DEC PL)	0.1730 (ROUND TO 4 DEC PL)	0.1503 (ROUND TO 4 DEC PL)	0.3046 (ROUND TO 4 DEC PL)	0.1461 (ROUND TO 4 DEC PL)	X X X X X X			
C. Aid Ratio ***	.4214 (ROUND TO 4 DEC PL)	.4214 (ROUND TO 4 DEC PL)	.4214 (ROUND TO 4 DEC PL)	.4214 (ROUND TO 4 DEC PL)	.4214 (ROUND TO 4 DEC PL)	X X X X X X			
D. State Subsidy (A times B times C)		104,164	114,457	188,822	37,342	X X X X X X			
E. Annual Debt Service/Lease Rental - Local Share (A minus D)		1,324,655	1,692,673	1,282,231	569,196	4,868,755			
E-1. Annual Debt Service/Lease Rental for Other Reimbursable Issues (D16-Additional Issues, Line E-Subtotal)						14,852,782			
F. Annual Debt Service/Lease Rental for Non-Reimbursable Capital Issues						837,075			
G. Total Annual Debt Service/Lease Rental - Local Share (E-TOTAL + E-1 + F)						20,558,612			
* - A column should be completed for each reimbursable issue or note with scheduled payments in FY 2012-2013 used to finance other PlanCon projects as well as any issue or note funding this project or other proposed PlanCon projects.									
** - Temporary or Permanent Reimbursable Percent divided by 100 (ex. 50.0% divided by 100 equals .5000). For this project, use the Temporary Reimbursable Percent calculated on page D14.									
*** - Market Value Aid Ratio (MVAR), Capital Account Reimbursement Fraction (CARF) or Density, whichever is greater. For vocational projects, current Market Value Aid Ratio or .5000, whichever is greater. Please refer to Attachment C in the Part D instructions for payable 2010-2011 aid ratios.									

PROJECTED DEBT SERVICE/LEASE RENTAL REQUIREMENTS FOR FY 2012-2013									
District/CRC:		Project Name:		Project #:					
Bethlehem Area School District		Nitschmann Middle School		3787					
REIMBURSABLE ISSUE/NOTE - YEAR OF ISSUE OR PDE LEASE NUMBER	#1 2011 # : G.O. Bonds	#2 2010 # : G.O. Bonds	#3 2009AA # : G.O. Bonds	#4 2009A # : G.O. Bonds	#5 2007A # : G.O. Bonds	TOTAL			
A. Gross Debt Service/Lease Rental * (2013-2014)	1,292,531	1,398,860	580,400	4,185,519	8,814,625	X	X	X	X
B. Reimbursable Fraction **	0.1340 (ROUND TO 4 DEC PL)	0.2689 (ROUND TO 4 DEC PL)	0.1528 (ROUND TO 4 DEC PL)	0.1520 (ROUND TO 4 DEC PL)	0.2375 (ROUND TO 4 DEC PL)	X	X	X	X
C. Aid Ratio ***	.4214 (ROUND TO 4 DEC PL)	.4214 (ROUND TO 4 DEC PL)	.4214 (ROUND TO 4 DEC PL)	.4214 (ROUND TO 4 DEC PL)	.4214 (ROUND TO 4 DEC PL)	X	X	X	X
D. State Subsidy (A times B times C)	72,986	158,511	37,372	268,094	882,190	X	X	X	X
E. Annual Debt Service/Lease Rental - Local Share (A minus D)	1,219,545	1,240,349	543,028	3,917,425	7,932,435	14,852,782			

* - A column should be completed for each reimbursable issue or note with scheduled payments in FY 2012-2013 used to finance other PlanCon projects as well as any issue or note funding this project or other proposed PlanCon projects.

** - Temporary or Permanent Reimbursable Percent divided by 100 (ex. 50.0% divided by 100 equals .5000) . For this project, use the Temporary Reimbursable Percent calculated on page D14.

*** - Market Value Aid Ratio (MVAR), Capital Account Reimbursement Fraction (CARF) or Density, whichever is greater. For vocational projects, current Market Value Aid Ratio or .5000, whichever is greater. Please refer to Attachment C in the Part D instructions for payable 2010-2011 aid ratios.

25% DEBT SERVICE/LEASE RENTAL LIMIT

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

A. FY 2012-2013 Total Annual Debt Service/Lease Rental -
Local Share (D16, line G, column #6)

\$ 20,558,612

B. FY 2012-2013 Estimated Total Local Revenues
(General Fund Budget, Account Code 6000)

\$ 217,950,895

Briefly describe the assumptions used in projecting
total local revenues for FY 2012-2013:

2012-13 Actual Total Local Revenues

C. Debt Service/Lease Rental to Local Taxation Ratio
(A divided by B times 100)

9.4%

(ROUND TO 1 DEC PL)

Cost Standards in the regulations of the State Board of Education require the Department of Education to approve a reimbursable building project only if the local share of a district's annual debt service and lease rentals, including that for the proposed project, does not exceed 25% of total local revenue for the fiscal year in which the building will be occupied, unless an exception is properly requested, justified and approved. If the Debt Service/Lease Rental to Local Taxation Ratio (line C) is greater than 25%, please provide information justifying an exception from this regulatory requirement.

POTENTIAL FOR DISTRESSED STATUS

	<u>FY 2007-2008</u>	<u>FY 2008-2009</u>	<u>FY 2009-2010</u>
D. Beginning Unreserved General Fund Balance	<u>1,795,953</u>	<u>-3,169,965</u>	<u>-1,119,232</u>
E. Taxable Assessed Value	<u>2,719,664,250</u>	<u>2,750,043,350</u>	<u>2,783,032,100</u>
F. General Fund Deficit as a Percent of Taxable Assessed Value (D divided by E times 100)	<u>0.07</u> % (ROUND TO 2 DEC PL)	<u>-0.12</u> % (ROUND TO 2 DEC PL)	<u>-0.04</u> % (ROUND TO 2 DEC PL)

Cost Standards in the regulations of the State Board of Education require the Department of Education to ~~disapprove~~ a reimbursable building project if the most recent financial report submitted by the applicant school district shows evidence of possible fiscal distress. If the General Fund Deficit as a Percent of Assessed Value exceeds negative two percent (-2.0%) for any of the above fiscal years, please provide information justifying an exception from this regulatory requirement.

LOCAL EFFORT LIMIT

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

A. Local Effort Limit

1. Payable 2010-2011 Market Value Aid Ratio
(Attachment D, Part D Instructions)

.4590

(ROUND TO 4 DEC PL)

2. 2.000 minus Market Value Aid Ratio

1.5410

(ROUND TO 4 DEC PL)

3. 2010-2011 Statewide Average Equalized Mills

18.4 MMV

4. Local Effort Limit (A-2 times A-3)

28.4

MMV

(ROUND TO 1 DEC PL)

B. Budgeted Local Effort

1. FY 2012-2013 Annual Debt Service/Lease Rental -
Local Share for New Reimbursable Issues with
Payments Starting in FY 2009-2010 or later (D16,
line E, for applicable issues and notes only)

\$ _____

2. FY 2008-2009 Total Taxes Collected
(Attachment C, Part D Instructions)

\$ 123,200,506

3. Budgeted Local Effort
(B-1 plus B-2)

\$ 123,200,506

4. 2008 S.T.E.B. Market Value
(Attachment C, Part D Instructions)

\$ 6,790,009,800

5. Budgeted Local Efforts in Mills
(B-3 divided by B-4 times 1,000)

18.1

MMV

(ROUND TO 1 DEC PL)

Cost standards in the regulations of the State Board of Education require the Department of Education to approve a reimbursable building project only if the Budgeted Local Effort does not exceed the Local Effort Limit unless an exception is properly requested, justified and approved. If the Budgeted Local Effort (B-5) for this building project is greater than the Local Effort Limit (A-4), please check one or more of the following reasons, if applicable to the district, to justify a request for an exception from this regulatory requirement.

- _____ Reduction in personnel, operating and/or maintenance costs
- _____ Reduction in debt service following final payment on one or more issues
- _____ Sufficient fund balance available
- _____ Sufficient debt limit capacity available
- _____ Other - provide information justifying an exception:

ACT 34 OF 1973: SUBSTANTIAL ADDITION DETERMINATION

District/CTC:

Bethlehem Area School Distr

Project Name:

Nitschmann Middle School

Project #:

3787

Act 34 of 1973 applies to all new school buildings, district administration offices and substantial building additions. A building addition is considered substantial when its planned architectural area divided by the existing structure's architectural area is greater than 20%. If your project includes an addition, use the following calculations to determine the applicability of Act 34.

A. Architectural Area - Addition

179,745 sq. ft.
(A20, line E-2)

INPUT AREAS FROM
APPROVED PART A

B. Architectural Area - Existing Structure

179,745 sq. ft.
(A20, line E-1)

C. Act 34 Percentage

(A divided by B times 100)

100.00 %
(ROUND TO 2 DEC PL)

**ACT 34 HEARING
REQUIRED**

Act 34 of 1973 requires a public hearing and the distribution of specific project information for school construction projects involving the construction of a new building or a substantial addition to an existing structure. If Act 34 hearing requirements apply to this project, the following pages should be completed and submitted to the Pennsylvania Department of Education.

FIRST PUBLIC HEARING (if applicable)

Date Advertised

Date Hearing Conducted

ACT 34 OF 1973
FOR NEW BUILDINGS OR SUBSTANTIAL ADDITIONS ONLY

**ACT 34 OF 1973: MAXIMUM BUILDING CONSTRUCTION COST
FOR NEW BUILDING OR SUBSTANTIAL ADDITION ONLY**

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

Act 34 applies only to costs for new construction. The legal requirements do not address the costs for alterations to existing structures. For this reason, costs associated with the existing structure and other related costs should not be included in the following calculations.

A. STRUCTURE COST, ARCHITECT'S FEE, MOVABLE FIXTURES
AND EQUIPMENT (D02, line D-NEW)

\$ 44,770,313

B. EXCLUDABLE COSTS FOR NEW CONSTRUCTION

1. Site Development Costs (D04, line A-7-NEW) \$ 5,513,500

2. Architect's Fees on the above
excludable costs \$ 320,000

3. Vocational Projects Only - Movable
Fixtures & Equipment (D02, line C-3-NEW) \$

4. Total Excludable Costs
(B-1 plus B-2 and B-3) \$ 5,833,500

C. ACT 34 MAXIMUM BUILDING CONSTRUCTION COST
(A minus B-4)

\$ 38,936,813

THE BOARD MUST ADOPT THE FIGURE ON
LINE C BEFORE SCHEDULING THE FIRST
ACT 34 HEARING.

IF THE MAXIMUM BUILDING CONSTRUCTION COST BASED ON BIDS IS EQUAL
TO OR GREATER THAN THE MAXIMUM BUILDING CONSTRUCTION COST BASED ON
ESTIMATES PLUS EIGHT PERCENT (LINE D), A SECOND PUBLIC HEARING WILL
BE REQUIRED BEFORE ENTERING INTO CONTRACTS AND STARTING CONSTRUCTION
ON ANY PLANNED WORK.

D. ACT 34 MAXIMUM BUILDING CONSTRUCTION COST
TIMES 1.08 (C times 1.08)

\$ 42,051,758

THE FIGURE ON LINE D
SHOULD NOT BE ADOPTED BY
THE BOARD.

ACT 34 OF 1973: SCHOOL BUILDING CAPACITY (1 of 2)

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

ACT 34 CAPACITY FRACTION

A. SCHEDULED AREA FOR THE NEW BUILDING OR ADDITION

(A19, Project Building Total, column #9)

B. SCHEDULED AREA FOR THE TOTAL BUILDING

(A19, Project Building Total, column #11)

C. ACT 34 CAPACITY FRACTION (line A divided by line B)

USE AREAS

FROM 103,747 sq.ft.

APPROVED

PART A 103,747 sq.ft.

1.0000

(ROUND TO 4 DEC PL)

***** BASED ON SCHEDULED AREA FOR TOTAL BUILDING *****

ELEMENTARY BUILDING

	550-659 SQ FT			660-769 SQ FT			770-849 SQ FT			850+ SQ FT			TOTAL
	ACT 34 CAP	NO. OF ROOMS	TOTAL	ACT 34 CAP	NO. OF ROOMS	TOTAL	ACT 34 CAP	NO. OF ROOMS	TOTAL	ACT 34 CAP	NO. OF ROOMS	TOTAL	BLDG TOTAL
KINDERGARTEN	XXX	XXX	XXX	32			34			35			
REGULAR CLASSROOM	XXX	XXX	XXX	32			34			35			
SMALL GROUP/SEMINAR	24			32			34			XXX	XXX	XXX	
LARGE GROUP INSTR	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	35			
COMPUTER ROOM	XXX	XXX	XXX	32			34			35			
ART ROOM	XXX	XXX	XXX	32			34			35			
MUSIC ROOM **	XXX	XXX	XXX	32			34			35			
REG PRE-SCHOOL	XXX	XXX	XXX	32			34			35			
SPEC ED PRE-SCHOOL	XXX	XXX	XXX	32			34			35			
SPECIAL ED CLSRM	XXX	XXX	XXX	32			34			35			
SPECIAL ED RESOURCE (MAX = 1 RM)	24			32			34			35			
NATATORIUM	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	35			

D. BUILDING TOTAL

E. PRORATED ELEMENTARY CAPACITY FOR MIDDLE SCHOOL (D22, M minus O)

719

F. ELEMENTARY CAPACITY (D plus E)

719

G. ACT 34 ELEMENTARY CAPACITY (F times C; rounded to nearest whole number)

719

DISTRICT ADMINISTRATION OFFICES

H. TOTAL NUMBER OF POSITIONS TO BE HOUSED

(A16, Number of Positions Listed)

I. ACT 34 DISTRICT ADMINISTRATION OFFICE CAPACITY

(H times 1.3; rounded to nearest whole number)

VOCATIONAL BUILDING

J. TOTAL SCHEDULED AREA

(A17, Building Total, column #12)

_____ sq.ft.

K. VOCATIONAL CAPACITY

(J divided by 100 times 1.44; rounded to nearest whole number)

L. ACT 34 VOCATIONAL CAPACITY

(K times C; rounded to nearest whole number)

* SEE INSTRUCTIONS FOR ROOMS NOT LISTED HERE.

** ONLY INCLUDE MUSIC CLASSROOMS; DO NOT INCLUDE BAND ROOMS,
CHORAL ROOMS OR INSTRUMENTAL ROOMS

ACT 34 OF 1973: SCHOOL BUILDING CAPACITY (2 of 2)

District/CTC: Bethlehem Area School District				Project Name: Nitschmann Middle School				Project #: 3787			
*** BASED ON SCHEDULED AREA FOR TOTAL BUILDING ***											
MIDDLE SCHOOL/SECONDARY BUILDING											
	550-659 SQ FT			660+ SQ FT			OTHER			TOTAL	
	ACT 34 CAP	NO. OF ROOMS	TOTAL	ACT 34 CAP	NO. OF ROOMS	TOTAL	ACT 34 CAP	NO. OF ROOMS	TOTAL	BLDG TOTAL	
REGULAR CLASSROOM	XXX	XXX	XXX	35	31	1085	XXX	XXX	XXX	1085	
SMALL GROUP INSTRUCTION/SEMINAR	28	8	224	35			XXX	XXX	XXX	224	
LARGE GROUP INSTRUCTION	XXX	XXX	XXX	XXX	XXX	XXX	40	2	80	80	
SCIENCE CLASSROOM	XXX	XXX	XXX	35	9	315	XXX	XXX	XXX	315	
SCIENCE LAB	XXX	XXX	XXX	XXX	XXX	XXX	24				
SCIENCE STUDENT PROJECT ROOM (220 SQ FT)	XXX	XXX	XXX	XXX	XXX	XXX	9				
PLANETARIUM CLASSROOM	XXX	XXX	XXX	XXX	XXX	XXX	30				
OBSERVATORY	XXX	XXX	XXX	XXX	XXX	XXX	15				
BUSINESS CLASSROOM	XXX	XXX	XXX	XXX	XXX	XXX	35				
BUSINESS LAB	XXX	XXX	XXX	XXX	XXX	XXX	24				
COMPUTER LAB	XXX	XXX	XXX	XXX	XXX	XXX	24				
ART CLASSROOM	XXX	XXX	XXX	XXX	XXX	XXX	24	2	48	48	
MUSIC CLASSROOM	XXX	XXX	XXX	XXX	XXX	XXX	35	1	35	35	
BAND ROOM	XXX	XXX	XXX	XXX	XXX	XXX	24	1	24	24	
ORCHESTRA ROOM	XXX	XXX	XXX	XXX	XXX	XXX	24				
CHORAL ROOM	XXX	XXX	XXX	XXX	XXX	XXX	24	1	24	24	
FAMILY/CONSUMER SCIENCE	XXX	XXX	XXX	XXX	XXX	XXX	24	2	48	48	
INDUSTRIAL ARTS/SHOP (1800+ SQ FT)	XXX	XXX	XXX	XXX	XXX	XXX	24				
TECHNICAL EDUCATION (1800+ SQ FT)	XXX	XXX	XXX	XXX	XXX	XXX	24				
TECHNICAL ED (<1800 SQ FT)	XXX	XXX	XXX	XXX	XXX	XXX	24	3	72	72	
VO AG SHOP W/CLRM	XXX	XXX	XXX	XXX	XXX	XXX	24				
ALTERNATIVE ED (660+ SQ FT)	XXX	XXX	XXX	XXX	XXX	XXX	24				
DRIVER'S ED (660+ SQ FT)	XXX	XXX	XXX	35			XXX	XXX	XXX		
GYM TEACHING STATION	XXX	XXX	XXX	XXX	XXX	XXX	40	3	120	120	
SPECIAL ED CLASSROOM	XXX	XXX	XXX	35	3	105	XXX	XXX	XXX	105	
SPECIAL ED RESOURCE ROOM (MAX = 1 ROOM)	28			35			XXX	XXX	XXX		
NATATORIUM	XXX	XXX	XXX	XXX	XXX	XXX	40				
M. BUILDING TOTAL										2180	
N. PRORATION FRACTION (Number of Secondary Grades (7-12) divided by Total Number of Grades on Middle/Secondary Room Schedule (K-12); rounded to 2 decimal places)										0.67	
O. SECONDARY CAPACITY (M times N; rounded to nearest whole number)										1461	
P. MS/SEC UTILIZATION FACTOR										0.85	
Q. SECONDARY BUILDING UTILIZATION (O times P; rounded to nearest whole number)										1242	
R. ACT 34 SECONDARY CAPACITY (Q times C; rounded to nearest whole number)										1242	

* SEE INSTRUCTIONS FOR ROOMS NOT LISTED HERE.

ACT 34 OF 1973: AGGREGATE BUILDING EXPENDITURE STANDARD

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

A. GRADES K-6

1. Act 34 Elementary Capacity (D21, line G)	<u>719</u>	
2. 2010-2011 Per Pupil Cost Limit	<u>\$16,151</u>	
3. Building Expenditure Standard for Grades K-6 (A-1 times A-2)		\$ <u>11,612,569</u>

B. GRADES 7-9

1. Grades 7-9 Capacity		
a. Act 34 Secondary Capacity (D22, line R)	<u>1,242</u>	
b. Proration Fraction (building housing grades 7-9 - 1.00; grades 7-12 - .50; grades 8-12 - 0.40; grades 9-12 - .25; grades 10-12 - 0.00)	<u>1.00</u> (ROUND TO 2 DEC PL)	
c. Grades 7-9 Capacity (1-a times 1-b; rounded to nearest whole number)	<u>1,242</u>	
2. 2010-2011 Per Pupil Cost Limit	<u>\$24,226</u>	
3. Building Expenditure Standard for Grades 7-9 (B-1-c times B-2)		\$ <u>30,088,692</u>

C. GRADES 10-12 / DAO

1. Grades 10-12 Capacity		
a. Act 34 Secondary Capacity (D22, line R)	<u>1,242</u>	
b. Proration Fraction (building housing grades 7-9 - 0.00; grades 7-12 - .50; grades 8-12 - 0.60; grades 9-12 - .75; grades 10-12 - 1.00)	<u>1.00</u> (ROUND TO 2 DEC PL)	
c. Grades 10-12 Capacity (1-a times 1-b; rounded to nearest whole number)		
d. Act 34 District Administration Office Capacity (D21, line I)		
e. Grades 10-12 / DAO Capacity (1-c plus 1-d)		
2. 2010-2011 Per Pupil Cost Limit	<u>\$29,996</u>	
3. Building Expenditure Standard for Grades 10-12 / DAO (C-1-e times C-2)		\$ _____

D. VOCATIONAL

1. Act 34 Vocational Capacity (D21, line L)		
2. 2010-2011 Per Pupil Cost Limit	<u>\$29,996</u>	
3. Building Expenditure Standard for Vocational (D-1 times D-2)		\$ _____

E. AGGREGATE BUILDING EXPENDITURE STANDARD

(A-3 plus B-3 plus C-3 plus D-3)	\$ <u>41,701,261</u>
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F. ACT 34 MAXIMUM BUILDING CONSTRUCTION COST (D20, line C)	\$ <u>38,936,813</u>
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IF THE ACT 34 MAXIMUM BUILDING CONSTRUCTION COST (Line F) EXCEEDS THE AGGREGATE BUILDING EXPENDITURE STANDARD (Line E), THIS PROJECT REQUIRES A REFERENDUM.

REFERENDUM (if applicable)

Date Advertised	<u>13-Aug-14</u>
-----------------	------------------

Date Held	<u>9/22/2014</u>
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**PART E: DESIGN DEVELOPMENT
BOARD TRANSMITTAL**

DISTRICT/CTC: Bethlehem Area School District COUNTY: Lehigh
PRJT BLDG NAME: Nitschmann Middle School PROJECT #: 3787

ALL PRJTS	PAGE #	GENERAL INFORMATION / AGENCY EVALUATIONS
<u>X</u>	E02	Rough Grading to Receive the Building
<u>X</u>	E03	Sanitary Sewage Disposal
<u>X</u>	E04-E05	General Site Description
<u>NA</u>	E06	Request for Phased Bidding (if applicable)
<u>NA</u>	E07	Pennsylvania Department of Environmental Protection Mine Subsidence Evaluation Report (if applicable)
<u>X</u>	E08-E13	Project Information Survey
<u>X</u>		Outline Specifications for Building Materials, Equipment and Systems
<u>X</u>		A <u>Separate Floor Plan</u> Drawing Identifying Spaces Listed on Room Schedule with Calculated Area Noted Therein and Perimeter of Each Scheduled Area Clearly Marked in a Contrasting Color

DESIGN DEVELOPMENT DRAWINGS

<u>X</u>	Project Site Plan Drawing
<u>X</u>	Project Building Floor Plan Drawings
<u>X</u>	Composite Floor Plan Drawings Showing Structural, Mechanical, Plumbing, Electrical and Lighting Systems
<u>X</u>	Building Elevation Drawings
<u>X</u>	Room and Equipment Layout for the Library
<u>X</u>	Room and Equipment Layout for a Typical Classroom
<u>X</u>	Room and Equipment Layout for Family/Consumer Science
<u>X</u>	Room and Equipment Layout for Technology Labs/Industrial Arts Shops
<u>X</u>	Room and Equipment Layout for Locker Rooms
<u>X</u>	Room and Equipment Layout for the Kitchen and Cafeteria
<u>X</u>	Room and Equipment Layout for the Administrative, Guidance and Health Suite
<u>X</u>	Room and Equipment Layouts for Other Spaces (if prepared)

The architectural firm for this project is: Breslin Ridyard Fadero Architects
The architect to be contacted if there are any questions about Part E is:
ROBIN W. BRESLIN 610-437-9626 610-437-4769
Architect's Name and Position Phone Number Fax Number

The architect's e-mail address is: robinbreslin@breslinarchitects.com

The district/CTC's representative(s) at the Design Development conference(s) will be:
Dr. Jack Silva, Asst. Super. and Chief Academic Officer, Mark Stein, Director of Facilities and Operations
Name and Position Name and Position

The district/CTC representative's e-mail address is: mstein@basdschools.org

The district/CTC administrator to be contacted about Part E is:
M. Arif Fazil, PE, Resident Project Engineer 610-865-3000 610-861-0181
District/CTC Administrator's Name and Position Phone Number Fax Number

The district/CTC administrator's e-mail address is: maf@dhuy.com

This certifies that the attached materials were approved for submission to the Pennsylvania Department of Education by board action. If phased bidding approval is being requested for this project on page E06, the board acknowledges that this project will not be eligible for reimbursement until the bids are opened for the final construction phase and PlanCon Part G for the entire project building is approved by PDE.

BOARD ACTION DATE: 11/17/2014

VOTING: AYE 9 NAY 0 ABSTENTIONS 0 ABSENT 0


Signature of Board Secretary

Stacy M. Gober
Board Secretary's Name, Printed or Typed

Bethlehem Area School District
District/CTC Address

REVISED JULY 1, 2010

FORM EXPIRES 6-30-12

PLANCON-E01

ROUGH GRADING TO RECEIVE THE BUILDING

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

Briefly describe the proposed work needed for rough grading to receive the building, defined as the earth excavation and compacted fill needed to prepare a rough plain that will permit contractors to stake out the building to an elevation of one foot below the finished floor and to a line ten feet beyond the exterior of the proposed building or sizeable addition(s).

Reimbursement may be requested for earth excavation and compacted fill necessary to prepare the rough plane defined above; stripping of a maximum of six inches of topsoil will also be considered for reimbursement.

The following work is not eligible for reimbursement: (1.) minimal grading for additions where the present grade is relatively near the floor elevation; (2.) excessive cut and fill where other design or structural considerations should have been made; (3.) special grading for stages, auditoriums, swimming pools, boiler rooms, and crawl spaces; (4.) excavation of unsuitable materials and fill; (5.) rock excavation or boulder removal; (6.) trucking costs for additional fill; (7.) clearing of natural growth; (8.) stabilization of mine areas; (9.) demolition of buildings and roads, etc.; (10.) construction in courtyards and crawl spaces; and (11.) where the total volume of earth movement is less than 500 cubic yards.

There are some areas of minor cut required for the preparation of the building pad. Most of the building pad will require fill to bring the pad to the floor subgrade.

ESTIMATED MAXIMUM REIMBURSABLE COSTS

A. ESTIMATED AREA BASED ON THE NEW BUILDING/ADDITION FOOTPRINT + 10' BEYOND =						109,929	Sq. Ft.
B. ESTIMATED MAXIMUM ALLOWABLE COSTS							
1. STRIP TOP SOIL	1,829	cu. yds.	X	\$9.00 /cu.yd.	=	\$	16,461
2. CUT	5,034	cu. yds.	X	\$9.00 /cu.yd.	=	\$	45,306
3. COMPACTED FILL	22,220	cu. yds.	X	\$17.00 /cu.yd.	=	\$	377,740
4. ESTIMATED MAXIMUM ALLOWABLE COSTS (B-1 plus B-2 and B-3)							\$ 439,507

SANITARY SEWAGE DISPOSAL

District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787
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Briefly describe the work involved in providing the project building with sanitary sewage disposal, defined as a sewage treatment plant or system required by the Pennsylvania Department of Environmental Protection (DEP), or an extension of the sanitary sewer lines from 5 feet outside the project building to connect to a DEP-approved municipal sewage system.

Reimbursement may be requested for: (1.) a sewage system or plant or the waste line extension from the building to connect to a local sewer authority to serve a new school building; or (2.) the modification or replacement of an existing system or plant or on-site line extension, as required by the Pennsylvania Department of Environmental Protection; (3.) tap-in to a municipal sewer authority; and (4.) reserve capacity charges required by a local sewer authority. Only the district's prorated share of the costs to extend a sewer line or to construct a new treatment plant should be requested for reimbursement.

The following are not eligible for reimbursement: (1.) rock excavation; (2.) interior waste disposal lines or excessive exterior lines; (3.) grease, chemical or oil receptors; and (4.) system, plant or line costs for capacity charges beyond this project building's requirements, such as additional capacity for other school buildings or future community capacity needs (costs to be shared by the school district and other current or future property owners are to be prorated).

ACTUAL DOCUMENTATION, INCLUDING THE COSTS IN DOLLARS, FROM THE SEWER AUTHORITY TO SUPPORT ANY CLAIMS FOR TAP-IN FEES OR RESERVE CAPACITY CHARGES MUST BE PROVIDED WITH PLANCON PART F.

The sanitary sewer service will be provided by the City of Bethlehem. The existing City of Bethlehem sanitary sewer is required to be reconstructed to provide adequate capacity for the school project. Two laterals from the proposed school to the City of Bethlehem sewer line are proposed to convey the sewerage from the building.

**COMPLETE THIS SECTION ONLY IF REQUESTING AN EXCEPTION
TO THE MAXIMUM ALLOWANCE FOR SANITARY SEWAGE DISPOSAL**

The maximum allowance for sanitary sewage disposal is limited to the project building's FTE-New unless an exception to use the New and Existing FTE is requested and approved in writing.

ESTIMATED MAXIMUM REIMBURSABLE COSTS

A. REQUIREMENTS FOR SANITARY SEWAGE DISPOSAL

CHARGES FOR TAP-IN TO MUNICIPAL SEWER AUTHORITY	YES	NO	<u>X</u>
RESERVE CAPACITY CHARGES REQUIRED BY LOCAL SEWER AUTHORITY	YES	NO	<u>X</u>
ON-SITE SEWER LINE EXTENSION (enter "N/A" or "None" where applicable)			
LINEAL FEET - <u>459</u>	/	NUMBER OF MANHOLES - <u>1</u>	
OFF-SITE SEWER LINE EXTENSION (enter "N/A" or "None" where applicable)			
LINEAL FEET - <u>841</u>	/	NUMBER OF MANHOLES - <u>4</u>	
OTHER: _____			

B. ESTIMATED MAXIMUM ALLOWABLE COSTS

1. BUILDING FTE - NEW (Part A Approval Letter); EXISTING & NEW IF EXCEPTION GRANTED	<u>940</u>
2. REIMBURSEMENT FACTOR	\$400
3. ESTIMATED MAXIMUM ALLOWABLE COSTS (line B-1 times B-2)	\$ <u>376,000</u>

GENERAL SITE DESCRIPTION (1 of 2)																		
District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787																
MUNICIPALITY: <u>City Of Bethlehem</u> NUMBER OF ACRES - EXISTING SITE: <u>9.5416</u> NUMBER OF ACRES - TO BE ACQUIRED: _____																		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> PROJEC PROJECT BUILDING STATISTICS: Total Number of Students <u>824</u> Total Number of Teachers <u>63</u> Total Number of Administrators and Support Staff <u>33</u> </td> <td style="width: 50%; vertical-align: top;"> PROJECT BUILDING STATISTICS: Total Number of Buses <u>10</u> Parking Spaces Needed <u>102</u> </td> </tr> </table>				PROJEC PROJECT BUILDING STATISTICS: Total Number of Students <u>824</u> Total Number of Teachers <u>63</u> Total Number of Administrators and Support Staff <u>33</u>	PROJECT BUILDING STATISTICS: Total Number of Buses <u>10</u> Parking Spaces Needed <u>102</u>													
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UTILIT UTILITY SERVICE PROVIDED BY: WATER: <u>City of Bethlehem</u> SEWAGE DISPOSAL: <u>City of Bethlehem</u> ELECTRICITY: <u>PPL</u> GAS: <u>UGI</u>																		
FOR EACH ITEM INDICATE YES OR NO FOR THE PROJECT SITE																		
SITE HAS: YES ☒ NO ☐ Existing or potentially acceptable road entrance from an improved public road YES ☒ NO ☐ Relatively safe pedestrian approach																		
SITE PROVIDES ADEQUATE SPACE FOR BUILDING SERVICES AND EDUCATIONAL PROGRAMS <table style="width: 100%; border: none;"> <tr> <td>YES ☒ NO ☐ Project building</td> <td>YES ☒ NO ☐ Landscaping</td> <td>YES ☐ NO ☒ Track</td> </tr> <tr> <td>YES ☒ NO ☐ Service areas</td> <td>YES ☒ NO ☐ Ecology area</td> <td>YES ☒ NO ☐ Football field</td> </tr> <tr> <td>YES ☒ NO ☐ Parking areas</td> <td>YES ☒ NO ☐ Future additions</td> <td>YES ☐ NO ☒ Baseball field</td> </tr> <tr> <td>YES ☒ NO ☐ Bus loading</td> <td>YES ☒ NO ☐ Practice fields</td> <td>YES ☒ NO ☐ Soccer/Hockey field</td> </tr> <tr> <td>YES ☐ NO ☒ Elementary play areas</td> <td></td> <td></td> </tr> </table>				YES ☒ NO ☐ Project building	YES ☒ NO ☐ Landscaping	YES ☐ NO ☒ Track	YES ☒ NO ☐ Service areas	YES ☒ NO ☐ Ecology area	YES ☒ NO ☐ Football field	YES ☒ NO ☐ Parking areas	YES ☒ NO ☐ Future additions	YES ☐ NO ☒ Baseball field	YES ☒ NO ☐ Bus loading	YES ☒ NO ☐ Practice fields	YES ☒ NO ☐ Soccer/Hockey field	YES ☐ NO ☒ Elementary play areas		
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INTERIOR FACILITIES AVAILABLE FOR COMMUNITY USE: <table style="width: 100%; border: none;"> <tr> <td>YES ☐ NO ☒ Multi-purpose Room</td> <td>YES ☒ NO ☐ Gymnasium</td> <td>YES ☒ NO ☐ Cafeteria</td> </tr> <tr> <td>YES ☒ NO ☐ Auditorium</td> <td>YES ☐ NO ☒ Swimming Pool</td> <td>YES ☒ NO ☐ Library</td> </tr> </table>				YES ☐ NO ☒ Multi-purpose Room	YES ☒ NO ☐ Gymnasium	YES ☒ NO ☐ Cafeteria	YES ☒ NO ☐ Auditorium	YES ☐ NO ☒ Swimming Pool	YES ☒ NO ☐ Library									
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SITE AREAS AVAILABLE FOR COMMUNITY USE: <table style="width: 100%; border: none;"> <tr> <td>YES ☐ NO ☒ Elementary Play Areas</td> <td>YES ☒ NO ☐ Football Field</td> <td>YES ☒ NO ☐ Soccer/Hockey Field</td> </tr> <tr> <td>YES ☒ NO ☐ Ecology Area</td> <td>YES ☐ NO ☒ Baseball Field</td> <td>YES ☒ NO ☐ Practice Fields</td> </tr> <tr> <td>YES ☐ NO ☒ Track</td> <td></td> <td></td> </tr> </table>				YES ☐ NO ☒ Elementary Play Areas	YES ☒ NO ☐ Football Field	YES ☒ NO ☐ Soccer/Hockey Field	YES ☒ NO ☐ Ecology Area	YES ☐ NO ☒ Baseball Field	YES ☒ NO ☐ Practice Fields	YES ☐ NO ☒ Track								
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YES ☐ NO ☒ Track																		

GENERAL SITE DESCRIPTION (2 of 2)					
District/CTC: Bethlehem Area School District		Project Name: Nitschmann Middle School		Project #: 3787	
DISTANCE RELATIVE TO PROJECT SITE:					
Nearest railroad	0.25	miles	Sanitary sewer system	_____	feet
Nearest airport	2.4	miles	Storm sewer system	_____	feet
Nearest shopping center	0.25	miles	Stream drainage	700	feet
Nearest business center	0.33	miles	Fire protection	_____	feet
Nearest industrial center	0.25	miles			
GENERAL SITE GRADIENT FOR TOTAL ACREAGE:					
Gradient	Acres	CURRENT CONDITION % of Total	AFTER ROUGH GRADING Acres	% of Total	
1 - 10%	8.166	86.4%	8.877	93.9%	(ROUND TO 1 DEC PL)
11 - 20%	0.447	4.7%	0.216	2.3%	(ROUND TO 1 DEC PL)
Greater than 20%	0.84	8.9%	0.36	3.8%	(ROUND TO 1 DEC PL)
Total	9.453	100.0%	9.453	100.0%	
Provide a brief explanation in the space below if the total acreage includes land that exceeds a twenty percent (20%) gradient.					
Slopes over 20% are primarily manmade slopes from the existing school to the athletic fields.					
FOR EACH ITEM INDICATE YES OR NO FOR THE PROJECT SITE					
CURRENT SITE USE:					
YES ☒ NO ☐ Existing school site	YES ☐ NO ☒ Farmland	YES ☐ NO ☒ Grassland			
YES ☐ NO ☒ Industrial site	YES ☐ NO ☒ City or borough lot	YES ☐ NO ☒ Timberland			
SITE HAS SUFFICIENT ELEVATION TO:					
YES ☒ NO ☐ Avoid flooding from stream					
YES ☒ NO ☐ Avoid flooding from surface water					
YES ☒ NO ☐ Avoid excessive storm water from properties at higher elevations					
YES ☒ NO ☐ Permit good natural drainage					
SITE IS REMOVED FROM:					
YES ☒ NO ☐ Objectionable noise	YES ☒ NO ☐ Non-fireproof structures	YES ☐ NO ☒ Heavy traffic			
YES ☒ NO ☐ Objectionable odors	YES ☒ NO ☐ Unsightly structures	YES ☒ NO ☐ Solid waste landfill			
SITE SHOWS EVIDENCE OF:					
YES ☐ NO ☒ Soil erosion	YES ☐ NO ☒ Sinkholes	YES ☐ NO ☒ Active mines			
YES ☐ NO ☒ Swampy or wet areas	YES ☐ NO ☒ Abandoned wells/cisterns	YES ☐ NO ☒ Active gas wells			
YES ☐ NO ☒ Recent fill	YES ☐ NO ☒ Abandoned cesspools	YES ☐ NO ☒ Active oil wells			
YES ☐ NO ☒ Toxic gases	YES ☐ NO ☒ Abandoned mines	YES ☐ NO ☒ Inactive mines			
YES ☐ NO ☒ Toxic smoke	YES ☐ NO ☒ Abandoned quarries	YES ☐ NO ☒ Inactive gas wells			
YES ☐ NO ☒ Obnoxious Odors	YES ☐ NO ☒ High pressure gas lines	YES ☐ NO ☒ Inactive oil wells			
YES ☐ NO ☒ High tension power lines	YES ☐ NO ☒ High pressure oil lines	YES ☐ NO ☒ Land Fill			

REQUEST FOR PHASED BIDDING		
District/CDC:	Project Name:	Project #:
Bethlehem Area School District	Nitschmann Middle School	3787
The requirements of Act 34 preclude phased approval of work that commits a district to the project before meeting all requirements of Act 34. Examples of work that may not be approved as phased work for Act 34 projects are work that is directly related to the new structure (e.g., ordering structural steel) and site development that would not be required if the addition or new structure were not built. An example of work that could be approved as phased work for Act 34 projects is asbestos removal in an existing wing of a building that would be accomplished even if an addition were not built. Projects that are phased will not be eligible for reimbursement until Part G, "Project Accounting Based on Bids," for the entire project building is approved by PDE. If phased bidding approval is being requested for this project, briefly describe the reasons why this project needs to be phased and the proposed construction schedule. Approval of the "Request for Phased Bidding" does not constitute Departmental approval to enter into construction contracts. Refer to PlanCon Part E instructions for additional PlanCon Part F Phased submittal and approval requirements.		
Not Applicable		

**PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
MINE SUBSIDENCE EVALUATION**

TO BE COMPLETED BY THE SCHOOL DISTRICT OR CTC

DISTRICT/CTC: Bethlehem Area School District
PRJT BLDG NAME: Nitschmann Middle School
MUNICIPALITY: City of Bethlehem

COUNTY: Lehigh
PROJECT #: 3787
SITE SIZE: 9.4536 ACRES

BUILDING TYPE: ☒ NEW BUILDING
☐ ADDITION TO EXISTING BUILDING
☐ ADDITION AND ALTERATION
☐ ALTERATION ONLY

As one of the conditions for the Pennsylvania Department of Education's approval of our proposed site for the above school construction project, we must receive your evaluation of the site with respect to mine subsidence. Attached are the following materials for your consideration:

ALL PRJTS	PAGE #	
<u>x</u>	E04-E05	General Site Description
<u>x</u>		Physical Characteristics of Project Site Drawing
<u>x</u>		U.S.G.S. Topographical Map (7 1/2" series)
		With Site Location
<u>x</u>		Geotechnical Subsurface Investigation Report

The school's contact person is:	<u>Mark Stein</u>	<u>610-867-8635</u>
	Name	Phone Number
The project architect is:	<u>Robin Breslin</u>	<u>610-437-9626</u>
	Name	Phone Number

TO BE COMPLETED BY THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

BASED ON OUR REVIEW OF THE SUBMITTED MATERIALS, THE PROPOSED SITE IS:

RISK OF MINE SUBSIDENCE: NONE ☐ SLIGHT ☐ MEDIUM ☐ HIGH ☐ VERY HIGH ☐
DAMAGE POTENTIAL:

CONDITIONS OR REMARKS:

ATTACHMENTS: YES ☐ NO ☐

Signature, DEP Official	DEP Official's Name, Printed or Typed
DEP Official's Title	DEP Regional Office
	Date

THIS FORM SHOULD BE RETURNED TO THE SCHOOL DISTRICT/CTC TO BE INCLUDED IN THE PART E SUBMISSION FOR THIS PROJECT.

PROJECT INFORMATION SURVEY (1 of 6)

District/OTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787
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COMPLETE ALL ITEMS; IF NOT APPLICABLE, INDICATE IN SPACE PROVIDED

PROJECT SITE PLAN DRAWING:

1. Has the scope of work for the site, building, and/or educational program changed since the PlanCon Part B, Schematic Design, review? If Yes, describe the changes below.

Yes _____ No x
2. Is the bus loading/unloading area separate from the visitor drop-off area? If No, describe method of separation (traffic patterns, signage, personnel directing traffic, etc.).

Yes x No _____
3. How many students walk to the site?

300
4. How many buses are on the site at one time during the school day?

10
5. Is student drop-off and pick-up by automobile separate from bus areas? If No, describe method of separation.

Yes x No _____
6. Is service delivery access restricted during daytime hours? If Yes, describe method.

The loading dock can be restricted during school hours or open. The plan is flexible to accomodate either arrangement the School District chooses.

Yes x No _____
7. Is there any site acquisition anticipated for this project? If Yes, provide information on the acquisition.

Yes _____ No x
8. Are there separate structures on this site that contribute to the educational program of this project building such as a field house or adaptive gym? If Yes, describe.

Yes _____ No x
9. Are the locations of all existing and planned buildings, wells, underground storage tanks, on-site sanitary sewage plants, storm water basins, flood plains, wetlands, potential environmental hazards, right-of-ways, easements, and utility crossings shown on the site plan? If No, describe the location of items not on site plan.

Yes x No _____

PROJECT INFORMATION SURVEY (2 of 6)

District/CDC:	Project Name:	Project #:
Bethlehem Area School District	Nitschmann Middle School	3787

COMPLETE ALL ITEMS; IF NOT APPLICABLE, INDICATE IN SPACE PROVIDED

10. Describe the methods used to minimize potential hazards associated with storm water detention or retention basins:

The stormwater detention and infiltration is being handled in an underground stone bed. There will be no open water hazard.

11. Are there any modular classrooms located on the site. If Yes, describe the timeline for removing the modular classrooms.

Yes _____ No x

12. Describe the type of resilient surface (i.e., sand, gravel, wood chips, etc.) used on the play fields and the method of maintenance of loose material.

There are only natural grass or synthetic fields in the scope of work.

13. List the design standards used in the design of playground equipment.

NA

14. List the age groups for which playground equipment is designed.

NA

15. Are physical barriers installed at outer perimeter of the site to exclude trespassers? If Yes, describe.

Yes x No _____

There will be fencing on three sides of the site. However, the School District encourages community use of the site, so it has an open appearance on the south side.

16. Describe the signage posted on site directing staff and students where to park.

There will be directional signage at selected locations giving directions to the following: Main Entrance, Gym, Auditorium, Visitor Parking, Deliveries, Faculty Parking and Student Drop off.

- 17-a. Describe signage placed at key locations indicating name and address of the school and directing visitors to the main office.

There will be an electronically operated informational sign on Union Boulevard near the Gym entrance. Metal Letters will be placed prominently on the exterior walls.

- 17-b. Is signage illuminated at night? If No, please explain.

Yes x No _____

18. Are PennDOT, county or municipal permits required for changes to roads adjoining the site? If Yes, describe the scope of work and status of permit review.

Yes x No _____

Handicap ramp improvements are proposed for the intersection of 10th Ave/W. Union Boulevard and 9th Ave./W. Union Blvd. Flashing school zone signs are being added along W. Union Blvd. and 8th Ave. Grading in the Rt 378 ROW and connection to utilities in the Rt 378 ROW also require Penn DOT approval.

PROJECT INFORMATION SURVEY (3 of 6)

District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787
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COMPLETE ALL ITEMS; IF NOT APPLICABLE, INDICATE IN SPACE PROVIDED

BUILDING SECURITY ISSUES:

19. If a security analysis of the project building and site has been performed by law enforcement authorities or a security consultant, have their recommendations been adopted? If Yes, describe recommendations.
- Yes x No
- Plans were reviewed with the Chief of Police for Bethlehem. His comments regarding the design were positive.
20. Will project building plans and specifications be forwarded to local law enforcement agencies and fire departments for their future reference?
- Yes x No
21. Are hinges on exterior doors, windows, roof hatches, boiler room doors and power supply room doors fitted with hinge pin protection?
- Yes x No
22. Do dumpster locations near a one-story exterior wall provide easy access for students or trespassers to the roof? If Yes, describe means for restricting access to roof.
- Yes No x
23. Does the project building contain an emergency power back-up system?
- Yes x No
24. Is the building locked during school hours?
- Yes x No
25. Describe the methods of security surveillance.
- CCTV camera system inside and outside the facility tied into a central station monitoring for the school District.
26. Describe the method(s) of communication between the building administration office and the classrooms, duty stations and remote portions of the building or site for general public address, as well as emergency purposes.
- Internal intercom system and a PA system with speaker within and outside the school.

PROJECT BUILDING FLOOR PLAN DRAWING:

27. What documentation was used to determine existing architectural area?
- _____ Field Measurements _____ As-Built Drawings x N/A _____ Other: _____
28. Does the project building share any educational program(s), cafeteria, health suite (nurse), heating, mechanical plumbing or electrical systems with another building on the same or an adjacent site? If Yes, describe.
- Yes No x

PROJECT INFORMATION SURVEY (4 of 6)

District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787
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COMPLETE ALL ITEMS; IF NOT APPLICABLE, INDICATE IN SPACE PROVIDED

29. List the building codes that are applicable to this project.

IBC 2009.

30. Can portions of the building be closed off before and after hours during community activities? If Yes, describe method.

Yes ☒ No ☐

The Auditorium, Gym and Auxillary Gym can be segregated from the Classroom wing by roll down security grilles.

31. Are there existing or new unventilated crawl spaces in the project building? If Yes, describe the methods designed to reduce the formation of mold or fungus.

Yes ☐ No ☒

32. Is any portion of the building more than one story and does that portion of the building have a Department of Labor and Industry classification of ordinary or wood frame construction? If Yes, describe the methods designed to meet health and safety standards related to the use of wood in this building.

Yes ☐ No ☒

33. Is the nurse's telephone acoustically private from the waiting area and exam rooms?

Yes ☒ No ☐

34. Is the health suite near an exterior entrance for ambulance access?

Yes ☒ No ☐

35. Describe safety and security considerations regarding the presence of skylights in the new and/or existing building, if applicable.

All skylights have a requirment specified that they must support 300lbs.

36. Describe the methods planned to eliminate glare on computer screens, playing courts or water surfaces from clerestory windows or skylights in the library, gymnasium or natatorium.

A variety of scunscreens and roll down shades will provide natural light control.

37. Describe the durability of materials on exterior and interior wall surfaces near high pedestrian and/or vehicular traffic areas.

Brick masonry is used in all areas on the exterior walls near high traffic areas. Interior corridors will be glazed ceramic wall tile or painted CMU with an epoxy finish.

PLANCON PROCESSING:

38-a. Is this project subject to Act 34 of 1973?

Yes ☒ No ☐

38-b. If yes, when was the first Act 34 hearing held (M/D/YYYY)?

9/27/2014

39. What is the anticipated bid opening date (M/D/YYYY)?

2/11/2015

PROJECT INFORMATION SURVEY (5 of 6)

District/CTC:

Bethlehem Area School District

Project Name:

Nitschmann Middle School

Project #:

3787

COMPLETE ALL ITEMS; IF NOT APPLICABLE, INDICATE IN SPACE PROVIDED

40. Are bid alternates anticipated that will affect capacity, scheduled area or architectural area? If Yes, describe. Yes _____ No x
- 41-a. Have PlanCon Parts A-D been approved by PDE? If No, describe outstanding issues that are affecting PDE approval. Yes _____ No x
Only A and B are approved. D is being submitted with Part E.
- 41-b. Does the planned project include any of the following spaces: natatorium, district administration offices, daycare/preschool, non-district use (health clinic, public library, etc.)? If Yes, describe. Yes _____ No x
- 41-c. Have there been any changes to the educational specifications for this project since the Part B review? If Yes, describe. Yes _____ No x
42. Is the District/CTC planning to complete any other work on the project building or site while this PlanCon project is under construction? If Yes, describe. Yes _____ No x
43. Is the District planning combined bidding for this project and any other reimbursable or non-reimbursable project? If Yes, submit draft language describing how the individual and combined projects will be bid and how the District intends to choose the lowest responsible bidder for the individual and/or combined bid. Yes _____ No x
44. For any asbestos abatement and any other work that's part of the scope of this PlanCon project, are the drawings and specifications being prepared by a consultant directly contracted with the district/CTC and not contracted with the Architect of Record? If Yes, describe. Refer to the instructions for additional guidance. Yes x No _____
The drawings are being prepared by a consultant and will be bid by the Construction Manager for this project.
45. Is there an adopted municipal comprehensive land use plan, as per the Pennsylvania Municipalities Planning Code? Yes x No _____
46. Is there an adopted county comprehensive land use plan? Yes x No _____
47. Is this project consistent with applicable local and county plans and ordinances? Yes x No _____
48. Is there an adopted multi-municipal or multi-county comprehensive land use plan? Yes x No _____
49. Is there an adopted county or municipal zoning ordinance or a joint municipal zoning ordinance? Yes x No _____
50. Is the proposed project consistent with these comprehensive plans and/or zoning ordinances? Yes x No _____
51. Will this project be financed in whole or in part with QSCB and/or QZAB federal loan? If yes, describe below. Refer to Part F instructions for bid document requirements. Yes _____ No x

PROJECT INFORMATION SURVEY (6 of 6)																		
District/CTC: Bethlehem Area School District	Project Name: Nitschmann Middle School	Project #: 3787																
COMPLETE ALL ITEMS; IF NOT APPLICABLE, INDICATE IN SPACE PROVIDED																		
52. Indicate the anticipated prime contracts (attach additional list if more primes specified). <table style="width:100%; border: none;"> <tr> <td style="width:33%;">☒ General</td> <td style="width:33%;">☒ Plumbing</td> <td style="width:33%;">☐ Asbestos Abatement</td> <td style="width:33%;">☐ Other: _____</td> </tr> <tr> <td>☒ HVAC</td> <td>☒ Electrical</td> <td>☐ Educational Technology</td> <td>☐ Other: _____</td> </tr> <tr> <td>☒ Other: <u>Environmental Remediation</u></td> <td>☐ Other: _____</td> <td>☐ Other: _____</td> <td>☐ Other: _____</td> </tr> <tr> <td>☐ Other: _____</td> <td>☐ Other: _____</td> <td>☐ Other: _____</td> <td>☐ Other: _____</td> </tr> </table>			☒ General	☒ Plumbing	☐ Asbestos Abatement	☐ Other: _____	☒ HVAC	☒ Electrical	☐ Educational Technology	☐ Other: _____	☒ Other: <u>Environmental Remediation</u>	☐ Other: _____	☐ Other: _____	☐ Other: _____	☐ Other: _____	☐ Other: _____	☐ Other: _____	☐ Other: _____
☒ General	☒ Plumbing	☐ Asbestos Abatement	☐ Other: _____															
☒ HVAC	☒ Electrical	☐ Educational Technology	☐ Other: _____															
☒ Other: <u>Environmental Remediation</u>	☐ Other: _____	☐ Other: _____	☐ Other: _____															
☐ Other: _____	☐ Other: _____	☐ Other: _____	☐ Other: _____															
53. Is the architectural area of the addition between 18-20% of the existing building's architectural area? If Yes, verification drawings must be submitted with PlanCon Part F, Construction Documents. Yes _____ No ☒																		
54. Is bidding to be phased? If Yes, submit PlanCon Page E06, Request for Phased Bidding. NOTE: the Board Action date for PlanCon Part F-Phased Bidding must be after the PlanCon Part E, Design Development, Board Action date and before the PlanCon Part F, Construction Documents, Board Action date. Yes _____ No ☒																		
55. Are sanitary sewage tap-in or reserve capacity fees anticipated? If Yes, a letter from the sewer authority indicating the cost and project building name must be submitted prior to PlanCon Part F, Construction Documents, approval. Yes ☒ No _____																		
56. Are sanitary sewage extension costs anticipated? If Yes, a scaled site plan showing the extent of on- and off-site waste line extension from the building to connect to the local sewer authority must be included with the PlanCon Part F, Construction Documents, submission. Yes ☒ No _____																		
57. Are there any buildings, structures, site conditions or site features that are more than 50 years old on this site? If Yes, has the school district contacted the Bureau for Historic Preservation in the Pennsylvania Historical and Museum Commission for an evaluation to determine if the building is of historical significance? If Yes, describe status of review. Yes ☒ No _____																		
The review is complete and was discussed and documented during the Part B review.																		
58. Are delays anticipated regarding any state or local reviews (such as BOCA exceptions, storm water management issues, planning commission reviews, etc.) of the project that could affect the anticipated bid opening date or the date of entering into contracts? If Yes, describe. Yes _____ No ☒																		
59. Are all general, HVAC, electrical, plumbing, mechanical, fire suppression, security and technology systems that are required to make the project building fully operational included in the base bid? If No, explain. Yes ☒ No _____																		
60. Does the school district/CTC plan to specify an owner's controlled insurance program (OCIP)? If Yes, describe. Yes _____ No ☒																		
61. Does the school district/CTC plan to utilize any state or IU contract for equipment, materials and/or labor? If Yes, describe. Yes _____ No ☒																		
62. Does the school district/CTC plan to obtain silver, gold or platinum LEED-NC or two, three or four Green Globes certification for this project building? If Yes, describe. Yes ☒ No _____																		
We are targeting GOLD certification.																		
63. Does the school district/CTC plan to use an approved school facility design published on the Department's School Design Clearinghouse? If Yes, describe. Yes _____ No ☒																		
64. Does the school district/CTC plan to perform any work in/on this facility by way of Act 77? If Yes, describe. Yes _____ No ☒																		

2. *Site Master Plan for the Nitschmann Middle School Construction Project*

INFORMATION:

As part of the project design for Nitschmann Middle School a site master plan was developed to identify and document future improvements at the project site. This plan was reviewed at the November 3, 2014, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the site master plan reviewed and presented at the November 3, 2014, Board Facilities Committee Meeting.

Facilities Items

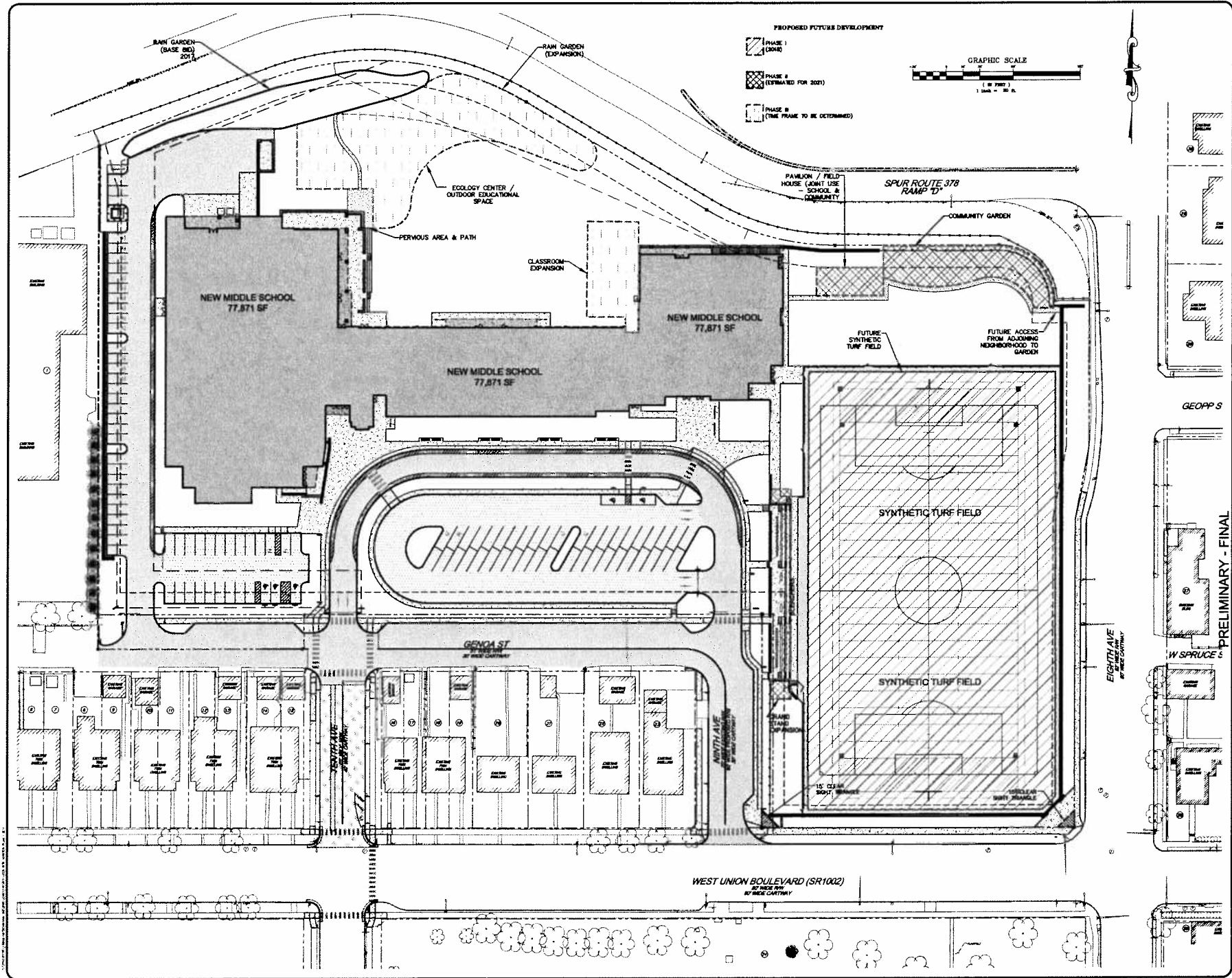
President Faccinnetto asked Director Cann for a motion to approve Facilities Agenda Items 1, 2 and 3.

Director Cann made a motion seconded by Director Bonilla to approve Facilities Agenda Items 1, 2 and 3.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote of the Facilities Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Facilities Agenda Items 1, 2 and 3



BRESLIN RIDYARD FADERO • ARCHITECTS • PLANNERS • ALLENTOWN PENNSYLVANIA

LEAD-SITE MASTER PLAN

NITSCHMANN MIDDLE SCHOOL
BETHLEHEM AREA SCHOOL DISTRICT
CITY OF BETHLEHEM, LEHIGH COUNTY, PENNSYLVANIA

DATE	DESCRIPTION

Terraform
Engineering, LLC
ONE MAPLE STREET, SUITE 200
BETHLEHEM, PA 18018
PH: 610-439-1234 FAX: 610-439-1235

C300

PRELIMINARY - FINAL

GEORP S

W SPRUCE

EIGHTH AVE
BY SIDEWALK

WEST UNION BOULEVARD (SR1002)
BY SIDEWALK

3. *Construction Easement for the Nitschmann Middle School Construction Project*

INFORMATION:

At the November 3, 2014, Board Facilities Committee Meeting, the Board was advised of the need for a construction easement required by the City of Bethlehem that preserves access rights to existing storm and sanitary lines located in a right of way that will be vacated prior to beginning construction. In order to continue the approval process in a timely manner, the Board authorized the administration to execute the construction easement subject to ratification at the next Board Meeting.

The Nitschmann Middle School Project will require execution of documents during design and construction that require timely approvals. Depending when approvals are required, there could be project delays if it is necessary to wait for the next Board meeting to obtain Board authorization to sign.

This information was reviewed with the Board at the November 3, 2014, Board Facilities Committee Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes the following:

- A. That the construction easement required by the City of Bethlehem for access to utilities in the 10th Avenue right of way be ratified.
- B. That the Administration execute documents for the Nitschmann Middle School Project subject to review and approval of D'Huy Engineering and the district solicitor.

Facilities Items

President Faccinetto asked Director Cann for a motion to approve Facilities Agenda Items 1, 2 and 3.

Director Cann made a motion seconded by Director Bonilla to approve Facilities Agenda Items 1, 2 and 3.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote of the Facilities Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Facilities Agenda Items 1, 2 and 3

4. *High School Program of Studies Changes*

INFORMATION:

At the Board Curriculum Committee Meeting on November 3, 2014, the Administration proposed to the Board a more personalized, career pathways-oriented high school educational program. The following priorities contributed to the development of the *2015-2016 High School Program of Studies*:

- Better align the BASD's high school academic program to post-secondary standards.
- Continue moving in the direction of "personalization," "career and college readiness," and "career pathways" to add more rigor and relevance to each student's academic experience.
- Address the challenges presented by the *PA Core Standards*, new PA Graduation Requirements, Keystone Exams, and the *BASD Advanced Placement Program Evaluation*.
- Bring greater consistency to the academic programs across both high schools while recognizing the unique needs of each high school.
- Make cost-neutral adjustments to the academic program 9-12 and make better use of existing time and resources.

Upon review of the recommended changes, additions, and deletions with the Board at the November Board Curriculum Committee Meeting, the Committee's consensus was for the administration to go forward with the changes for the *2015-2016 High School Program of Studies* at Liberty High School and Freedom High School as presented.

RECOMMENDATION:

That the Board of School Directors approves the changes for the *2015-2016 Program of Studies* for Freedom and Liberty High Schools.

Curriculum Items

President Faccinnetto asked for a motion to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

Director Bonilla made a motion seconded by Director Patrick to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

President Faccinnetto asked if there was any discussion regarding these items. There was discussion regarding Agenda Items 5 and 8.

President Faccinnetto called for a roll call vote of the Curriculum Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10

5. *New Textbook Adoption*

INFORMATION:

At the October 6, 2014, Board Curriculum Committee Meeting, information was presented to the Board regarding a new textbook adoption. The new French textbook series below has been reviewed by teacher teams and the department chairs and meet all of the standards for readability, appropriateness, and alignment to academic standards.

D'Accord! –Langue Et Culture Du Monde Francophile (Levels 1,2,3), Vista Higher Learning Publishers, 2015

All costs related to these requests have been included in the Educational Programs Budget for 2014-2015. This information was reviewed at the October 6, 2014, Board Curriculum Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the purchase of: *D'Accord! –Langue Et Culture Du Monde Francophile* (Levels 1,2,3), Vista Higher Learning Publishers, 2015.

Account Code: General Fund-1100-640 Regular Education Instruction Published Materials
Account Balance: \$56,295.93

Curriculum Items

President Faccinnetto asked for a motion to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

Director Bonilla made a motion seconded by Director Patrick to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

President Faccinnetto asked if there was any discussion regarding these items. There was discussion regarding Agenda Item 8.

Director McKeon had a question regarding Agenda Item 5, New Textbook Adoption. Of the \$56,000, how many units/books would be purchased? Dr. Silva responded that \$8,000-\$9,000 will be spent on the purchase.

President Faccinnetto called for a roll call vote of the Curriculum Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10

6. *Safe Schools Initiative Targeted Grant for Equipment*

INFORMATION:

The Pennsylvania Department of Education has announced the availability of Safe Schools Initiative Targeted Grant funding to assist school districts in planning and implementing programs to address school safety. Districts may apply for up to \$25,000 to be used for equipment purchases that increase building security and prevent or reduce violence by and against youth on school property and/or while being transported to and from school.

The administration requests approval to apply for a Safe Schools Initiative Targeted Grant in order to fund digital, two-way radio equipment for Freemansburg, Governor Wolf, Lincoln, Marvine, Spring Garden, Thomas Jefferson, and William Penn Elementary Schools. This technology will enable the schools to establish a radio communication network with one another and the Education Center in order to share relevant, updated, and detailed information in the event of an emergency.

This information was reviewed with the Board at the November 3, 2014, Board Curriculum Committee Meeting.

RECOMMENDATION:

That the administration be authorized to submit an application for Safe Schools Initiative Targeted Grant funding in the amount of \$25,000.

Curriculum Items

President Faccinnetto asked for a motion to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

Director Bonilla made a motion seconded by Director Patrick to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

President Faccinnetto asked if there was any discussion regarding these items. There was discussion regarding Agenda Items 5 and 8.

President Faccinnetto called for a roll call vote of the Curriculum Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10

7. *Community Service Agencies*

INFORMATION:

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

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

RECOMMENDATION:

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

Kids Peace
Lehigh-Northampton Airport Authority/Lehigh Valley International Airport
Muscular Dystrophy Association
Safe Harbor Easton

Curriculum Items

President Faccinnetto asked for a motion to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

Director Bonilla made a motion seconded by Director Patrick to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

President Faccinnetto asked if there was any discussion regarding these items. There was discussion regarding Agenda Items 5 and 8.

President Faccinnetto called for a roll call vote of the Curriculum Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10

Name of Agency/Organization: Kids Peace

Address: 4085 independence Drive, Schnecksville, PA 18078

Phone number: 610-799-8071 **Contact Person:** Gina Stano

Email address: gina.stano@kidspeace.org

Web Site address: <http://www.kidspeace.org>

Number of students requested: varies **Minimum age:** 12

Description of service opportunities:

There are 2 events per year at their Orefield Campus. First is a Family Fun Mud Run in May and the second is the Soccer Invitational in August.

Minimum Time of Service Per Shift or Session: based on volunteers schedule

Hours agency is open to community service students: varies per event

Dress requirements: comfortable, sneakers, volunteer t-shirt is provided

Supervision provided by: Gina Stano, Event Coordinator, or Patrick Slattery, Director of Development or Evelyn Mateo, Food Service

Training and/or orientation: Orientation may be provided before event

Career Pathway : Health and Social Services

Additional information or comments:

This agency carries liability insurance covering students on site. (Y)

This agency participates in court ordered community service activities. (Y)

This agency requires Act 34 (criminal history) clearance for employees. (Y)

This agency conducts events/activities where alcohol is served. (N)

(Parental Waiver is needed if alcohol is served)

Name of Agency/Organization: Lehigh-Northampton Airport Authority/ Lehigh Valley International Airport

Address: 3311 Airport Road, Allentown, PA 18109

Phone number: 610-231-5224 **Contact Person:** Paula Bonstein

Email address: pbonstein@LNAA.com

Web Site address: <http://www.flylv.com>

Number of students requested: varies per event **Minimum age:** varies

Description of service opportunities:

- Holiday Charity Party -Airshow
- Other various events

Minimum Time of Service Per Shift or Session: varies per event

Hours agency is open to community service students: varies per event

Dress requirements: Casual

Supervision provided by: Varies per event

Training and/or orientation: As necessary

Career Pathway : Science, Technology, Engineering and Math

Additional information or comments:

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

Name of Agency/Organization: Muscular Dystrophy Association

Address: 5940 Hamilton Blvd, Suite F Allentown, PA 18106

Phone number: 610-391-1977 ***Contact Person:*** Katrina Schreefer

Email address: kschreefer@mdausa.org

Web Site address: <http://www.mda.org>

Number of students requested: varies per event ***Minimum age:*** 16

Description of service opportunities:

Help with bulk mailings and also special events such as the Muscle Walk

Minimum Time of Service Per Shift or Session: 2 hours

Hours agency is open to community service students: hours available daily/ time can be discussed when student applies to volunteer

Dress requirements: Casual

Supervision provided by: Katrina Schreefer

Training and/or orientation: No, but can be offered/ there is an orientation

Career Pathway : Health and Social Services

Additional information or comments:

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

Name of Agency/Organization: Safe Harbor Easton

Address: 536 Bushkill Drive Easton, PA 18042

Phone number: 610 -258-5540 ***Contact Person:*** Tyler Rogers

Email address: Trogers@safeharboreaston.org

Web Site address: <http://www.safeharboreaston.com>

Number of students requested: 4-6 ***Minimum age:*** 15

Description of service opportunities:

Students will make and serve breakfast (pancakes, sausage, eggs) to residents

Minimum Time of Service Per Shift or Session: Breakfast is at 9:00am on weekends.
Students would need to arrive early to prepare and cook breakfast.

Hours agency is open to community service students: Please contact agency for a
Saturday or Sunday morning dates that you are available.

Dress requirements: casual

Supervision provided by: Staff on duty in the morning but may not be in the
kitchen the entire time with students.

Training and/or orientation: N/A

Career Pathway : Health and Social Services

Additional information or comments:

This agency carries liability insurance covering students on site. (Y)

This agency participates in court ordered community service activities. (Y)

This agency requires Act 34 (criminal history) clearance for employees. (Y)

This agency conducts events/activities where alcohol is served. (N)

(Parental Waiver is needed if alcohol is served)

8. *Lehigh Valley Dual Language Charter School*

INFORMATION:

On July 22, 2014, the Lehigh Valley Dual Language Charter School (“LVDLCS”) submitted a request to the Bethlehem Area School District (the “District”) for an amendment to LVDLCS’s Charter to operate a second location at 714 West Broad Street, Bethlehem, PA 18018. The District has reviewed the request and held a public hearing to obtain information necessary to determine whether the request should be granted or denied.

On September 29, 2014, the District conducted a public hearing, after public notice, at which it received testimony and exhibits from representatives of LVDLCS and comment from the public.

The Board of School Directors and its Administrators have reviewed the application and supplemental information provided by LVDLCS and either attended the public hearing or had an opportunity to review the transcript and record of the public hearing.

The Board finds that the request does not satisfy the requirements of the Charter School Law and, as a contracting party to LVDLCS’s Charter, denies the request for Charter amendment.

RECOMMENDATION:

That the Board of School Directors denies the Lehigh Valley Dual Language Charter School’s request for amendment to the Charter to allow the Lehigh Valley Dual Language Charter School to operate out of 714 West Broad Street, Bethlehem, Pennsylvania 18018.

Curriculum Items

President Faccinetto asked for a motion to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

Director Bonilla made a motion seconded by Director Patrick to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

President Faccinetto asked if there was any discussion regarding these items. There was discussion regarding Agenda Items 5 and 8.

Director Bonilla asked for clarification that Agenda Item 8 yes vote would be to support the denial of the charter school request. Dr. Roy concurred.

President Faccinetto called for a roll call vote of the Curriculum Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10

**BOARD OF SCHOOL DIRECTORS OF THE
BETHLEHEM AREA SCHOOL DISTRICT**

**Resolution Denying the Lehigh Valley Dual Language Charter School Request
for Charter Amendment (Adopted November 17, 2014)**

RESOLUTION

WHEREAS, the Lehigh Valley Dual Language Charter School (“LVDLCS” or “Charter School”) is presently operating under the terms of a Charter Agreement (the “Charter”), initially granted by the Bethlehem Area School District (“BASD”) on or about February 17, 2010¹; and

WHEREAS, pursuant to the terms of the Charter, BASD and LVDLCS agreed that the Charter grant was specifically conditioned upon operation of LVDLCS at its facility located at 551 Thomas St., Bethlehem, Pennsylvania²; and

WHEREAS, pursuant to the terms of the Charter, the Charter is a legally binding agreement between BASD and LVDLCS³; and

WHEREAS, on March 18, 2013, the Charter, with all of its existing conditions, was renewed at the request of the Charter School for a period of five (5) years⁴; and

WHEREAS, pursuant to the terms of the Charter and established Pennsylvania law, the Charter represents a negotiated, legally binding contract between LVDLCS and BASD⁵; and

¹ See Board Documents, 3.

² Specifically, the Charter states: “The granting of this Charter is specifically contingent upon operation of the Charter School for grades Kindergarten through 8 in strict adherence to the terms of the Charter at the facility located at 551 Thomas St., Bethlehem, Pennsylvania, as described by Charter School at the time of its Application . . . [t]he Charter School shall not relocate its facility or add additional facilities at a location other than 551 Thomas St., Bethlehem, Pennsylvania, without the written consent of the BASD School Board.” See Board Documents, 3, Paragraphs 3, 5.

³ See Board Documents, 3, Paragraph 7.

⁴ See Board Documents, 11.

⁵ See The School District of Philadelphia v. Department of Ed., 92 A.3d 746 (Pa. 2014), wherein the Supreme Court of Pennsylvania held that an underlying charter constitutes a legally binding agreement, to which both parties are required to abide; see also 24 P.S. 17-1720-A(a): “[the] written charter shall be legally binding on both the local board of school directors of a school district and the charter school’s board of trustees.”

WHEREAS, as a legally binding contract, the Charter cannot be altered, amended, or changed by unilateral action; changes to the Charter are subject to the mutual assent of the parties⁶; and

WHEREAS, on July 22, 2014, pursuant to the Act of June 19, 1997, Pa. Laws 225, No. 22, as amended, 24 P.S. § 17-1701-A *et seq.*, known as the Charter School Law (“CSL”), LVDLCS requested that BASD approve an amendment to the Charter; and

WHEREAS, more specifically, LVDLCS requested that BASD agree to amend the Charter to permit LVDLCS to operate at a second location known as Seton Academy (the “Facility”), located at 714 West Broad Street, Bethlehem, PA 18018 (the “Request”); and

WHEREAS, on September 29, 2014, BASD conducted a public hearing, after public notice, at which it received testimony and exhibits from representatives of LVDLCS and comment from the public⁷; and

WHEREAS, BASD permitted the record of the public hearing to remain open for submission of written public comment for a period of thirty (30) days following the public hearing; and

WHEREAS, BASD permitted LVDLCS to submit supplemental information following the public hearing; on October 14, 2014, LVDLCS did submit supplemental information; and

⁶ See Appar v. State Employees' Retirement System, 655 A.2d 185, Pa.Cmwlt. 1994; see also Graystone Academy Charter School v. Coatesville Area School District, 99 A.3d 125 (Cmwlt. Ct., 2014) for the holding that because a chartering district grants a charter based upon what is in the charter application, any changes to the charter are subject to the approval of the chartering district. A charter school may make changes to the charter, but any changes are subject to the approval of the chartering district, and if changes are made without amending the charter, the charter school is subject to closure.

⁷ The Pennsylvania Commonwealth Court has held that a charter school in Pennsylvania can operate out of more than one location. Lehigh Valley Dual Language Charter School v. Bethlehem Area School District, 97 A.3d 401 (Cmwlt. Ct., 2014). On September 10, 2014, BASD filed a Petition for Allowance of Appeal from the aforementioned case captioned as Bethlehem Area School District v. Lehigh Valley Dual Language Charter School, 756 MAL 2014. BASD does not waive its position that only a charter school operating within Philadelphia, Pennsylvania can operate in more than one location. Pennsylvania charter schools operating outside of Philadelphia can only operate out of one location.

WHEREAS, the BASD Board of School Directors (the “Board”) and its Administrators have reviewed the Request and supplemental information provided by LVDLCS and either attended the public hearing or had an opportunity to review the transcript and record of the public hearing; and

WHEREAS, the Board has evaluated the Request under the criteria set forth in the CSL; and

WHEREAS, the Board finds that the Request and supplemental information do not satisfy the requirements of the CSL §§ 17-1715-A(4) and (5); and

WHEREAS, this Resolution is adopted on November 17, 2014.

NOW THEREFORE, LVDLCS’s request to amend the Charter to permit the Charter School to operate at a second facility located at 714 West Broad Street, Bethlehem, PA 18018, is hereby denied.

BASD denies LVDLCS’s request for Charter amendment because the Charter School’s use of the Facility would violate the requirements for nonsectarian status mandated in Sections 17-1715-A(4) and (5) of the CSL. More specifically, the proposed second location is owned by the SS. Simon and Jude Parish, a nonprofit religious organization, and the Christian cross is carved into the building structure. N.T., 38; Board Documents, 18, 39-41. Furthermore, Paragraph 5 of LVDLCS’s lease agreement with SS. Simon and Jude Parish states as follows:

Lessee acknowledges that the Leased Premises was formerly used by the Lessor as a Roman Catholic School, and is adjacent to the Church, and rectory, and agrees not to represent the nature of the property’s former use in such fashion that would improperly or immorally reflect upon the values of the Lessor (emphasis added).

The CSL § 17-1715-A(4) requires that a charter school shall be nonsectarian in all operations. Section 17-1715-A(5) prohibits a charter school from “display[ing] religious objects

and symbols on the premises of the charter school”. The clear intent of the aforementioned provisions is to avoid exposing students to items of a religious nature and to maintain the separation of church and state. The Charter Appeals Board has reiterated the CSL prohibition against religious entanglement between religious organizations and charter schools.⁸ Specifically, CAB has held that a charter school’s display of religious symbols is likely to be associated with the charter school, even where there is no evidence that the charter school paid for the religious symbols, and so violates Section 17-1715-A(5) of the CSL.⁹ Further, CAB has found that where religious entanglement between a charter school and religious organization represents more than merely a landlord-tenant relationship that is nonsectarian in all operations, the charter school is in violation of Section 17-1715(A)(4) of the CSL.

The Christian cross displayed at the Facility is clearly a symbol or object imbued with religious symbolism. LVDLCS students and employees will be regularly exposed to this religious symbol upon entering and exiting the Facility. Passers-by and visitors to the Facility will likely associate LVDLCS with this symbol, and with Christianity, in direct contravention of Section 17-1715-A(5). Furthermore, the above-cited language in LVDLCS’s lease agreement imposes sectarian obligations upon a public school in violation of the CSL and represents an unconstitutional entanglement of the Church and Charter School. LVDLCS, as a public school, cannot be directed to adhere to the values of a Christian church in developing curricular offerings and pedagogy.

CONCLUSION

The Board concludes that the deficiencies identified in this Resolution are serious and warrant denial of the Request. Based upon the foregoing, the Request is denied.

⁸ See Ricci J. Hausley Charter School of Business, CAB Docket No. 2001-4 and in re: Mt. Jewett Area Charter School for Academic Excellence, CAB Docket No. 2009-01.

⁹ See in re Mt. Jewett, CAB Docket No. 2009-01.

NOTIFICATION TO CHARTER SCHOOL

The BASD Administration is directed to provide a copy of this Resolution to the Charter School, Charter School Appeal Board, and the Secretary of Education.

RESOLVED this 17th day of November, 2014.

BOARD OF SCHOOL DIRECTORS OF THE
BETHLEHEM AREA SCHOOL DISTRICT

Attest:


Board Secretary

By:


Board President

9. *Student Discipline*

INFORMATION:

The Board of School Directors of the Bethlehem Area School District has received and reviewed student discipline information presented to them.

RECOMMENDATION:

That the Board of School Directors adopts the following:

- A. Waivers relating to Student Numbers 0971655 and 1020516 be approved.

Curriculum Items

President Faccinnetto asked for a motion to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

Director Bonilla made a motion seconded by Director Patrick to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

President Faccinnetto asked if there was any discussion regarding these items. There was discussion regarding Agenda Items 5 and 8.

President Faccinnetto called for a roll call vote of the Curriculum Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10

10. Athletic Trip**RECOMMENDATION:***Staff Attendance*

1. Alison Tannous October 31-November 1, 2014
 Bob Thear (4 Freedom High School Students)
 Mark Wil-Weber (4 Liberty High School Students)
 PIAA Cross Country States Competition
 Hershey, Pennsylvania

Athletics – 3250-580 = \$1,585.52

	Amount	Balance
Estimated Expenses:		
Lodging/Transportation/Meals	\$1,585.52	\$7,246.24
Lodging = 1/night @ \$143.19 x		
8/rooms = \$1,145.52		
Transportation = 89.68/miles @		
\$.56/mile = \$50.22		
Meals = \$20/day x 2 days x 11 = \$440.00		

Curriculum Items

President Faccinnetto asked for a motion to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

Director Bonilla made a motion seconded by Director Patrick to approve Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10.

President Faccinnetto asked if there was any discussion regarding these items. There was discussion regarding Agenda Items 5 and 8.

President Faccinnetto called for a roll call vote of the Curriculum Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Curriculum Agenda Items 4, 5, 6, 7, 8, 9 and 10

11. *Sale of Former Monocacy School Building*

INFORMATION:

The Board of School Directors has determined that the Monocacy School building, 1816 Main Street, Bethlehem, Pennsylvania is unused and unnecessary and therefore wants to sell the building and grounds at a price, which represents fair market value. The sale will realize funds for the District and eliminate the cost of continued maintenance. An offer has been received which represents fair market value.

RECOMMENDATION:

That the Board of School Directors approves the Agreement of Sale for the sale of the former Monocacy School building, 1816 Main Street, Bethlehem, Pennsylvania for \$395,000 contingent upon approval of the Court of Common Pleas of Northampton County pursuant to the requirements of the School Code (24 P.S. §7-707). The Board President shall execute the agreement of sale.

Finance Items

President Faccinnetto asked Director McKeon for a motion to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

Director McKeon made a motion and seconded by Director Bonilla to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Finance Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
BUYER(S): <u>BETHAPP PROPERTIES, LP</u>	SELLER(S): <u>BETHLEHEM AREA SCHOOL DISTRICT</u>

PROPERTY
PROPERTY ADDRESS <u>FORMER MONACACY SCHOOL LOCATED AT 1816 MAIN STR., BETHLEHEM, PA</u>
ZIP <u>18018</u>
in the municipality of <u>CITY OF BETHLEHEM</u>
County of <u>LEHIGH</u> , in the Commonwealth of Pennsylvania.
Identification (e.g., Parcel #: Lot, Block; Deed Book, Page, Recording Date): <u>PIN # N6SE1A 2 9 0204E</u>
Tax ID #(s):

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER	
☒ No Business Relationship (Buyer is not represented by a broker)	
Broker (Company) _____	Licensee(s) (Name) _____
Company Address _____	Direct Phone(s) _____
Company Phone _____	Cell Phone(s) _____
Company Fax _____	Fax _____
Broker is (check only one):	Email _____
☐ Buyer Agent (Broker represents Buyer only)	Licensee(s) is (check only one):
☐ Dual Agent (See Dual and/or Designated Agent box below)	☐ Buyer Agent
	☐ Buyer Agent with Designated Agency
	☐ Dual Agent (See Dual and/or Designated Agent box below)
☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)	

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER	
☐ No Business Relationship (Seller is not represented by a broker)	
Broker (Company) <u>SPERRY VAN NESS IMPERIAL REALTY</u>	Licensee(s) (Name) <u>CHRIS BAJ, CCIM, CPA</u>
Company Address <u>968 POSTAL ROAD, ALLENTOWN, PA 18109</u>	Direct Phone(s) <u>(484) 245-1016</u>
Company Phone <u>(484) 245-1000</u>	Cell Phone(s) <u>(570) 242-4056</u>
Company Fax <u>(610) 266-9268</u>	Fax <u>(610) 266-9268</u>
Broker is (check only one):	Email <u>chris.baj@svn.com</u>
☒ Seller Agent (Broker represents Seller only)	Licensee(s) is (check only one):
☐ Dual Agent (See Dual and/or Designated Agent box below)	☐ Seller Agent
	☐ Seller Agent with Designated Agency
	☐ Dual Agent (See Dual and/or Designated Agent box below)
☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)	

DUAL AND/OR DESIGNATED AGENCY
A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.
By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Buyer Initials: EM

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Seller Initials: [Signature]



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Sperry Van Ness Imperial Realty, 968 Postal Road Suite 200 Allentown, PA 18109
Tom Skeens

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Phone: (484) 245-1003 Fax:

CB-1515 Mar 08

04/11

1. By this Agreement, dated October 31, 2014, Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. **PURCHASE PRICE AND DEPOSITS (4-14)**

(A) Purchase Price \$ 395,000.00
(Three Hundred Ninety-Five Thousand U.S. Dollars), to be paid by Buyer as follows:

1. Initial Deposit, within 5 days of Execution Date, if not included with this Agreement: \$ 10,000.00

2. Additional Deposit within _____ days of the Execution Date: \$ _____

3. _____ \$ _____

Remaining balance will be paid at settlement.

(B) All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. **SETTLEMENT AND POSSESSION (6-13)**

(A) Settlement Date is 30 DAYS AFTER EXPIRATION OF DUE DILIGENCE PERIOD, or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.

2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

☐ **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

4. **DATES/TIME IS OF THE ESSENCE (6-13)**

(A) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(B) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. All changes to this Agreement should be initialed and dated.

(C) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(D) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

5. **FIXTURES AND PERSONAL PROPERTY (4-14)**

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included: _____

65 Buyer Initials: EM

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Seller Initials: MS

(B) The following items are LEASED (not owned by Seller): _____

(C) EXCLUDED fixtures and items: _____

6. ZONING (1-10)

Failure of this Agreement to contain the zoning classification (except in cases where the property [and each parcel thereof, if subdividable] is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: RS

7. FINANCING CONTINGENCY (4-14)

☒ **WAIVED.** This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an appraisal contingency.

☐ **ELECTED.**

(A) This sale is contingent upon Buyer obtaining financing according to the following terms:

First Loan on the Property	Second Loan on the Property
Loan Amount \$ _____	Loan Amount \$ _____
Minimum Term _____ years	Minimum Term _____ years
Type of Loan _____	Type of Loan _____
Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.

(B) Financing Commitment Date _____

(C) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.

(D) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.

(E) Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

8. CHANGE IN BUYER'S FINANCIAL STATUS (4-14)

In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall, within _____ days (5 if not specified) of said change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in income; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.

9. SELLER REPRESENTATIONS (6-13)

(A) Status of Water

Seller represents that the Property is served by:

☒ Public Water ☐ Community Water ☐ On-site Water ☐ None

(B) Status of Sewer

1. Seller represents that the Property is served by:

- ☒ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

2. Notices Pursuant to the Pennsylvania Sewage Facilities Act

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Buyer Initials: SM

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Seller Initials: [Signature]

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).

(E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

(F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

(G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

(H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

10. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

11. BUYER'S DUE DILIGENCE (4-14)

(A) The Property will be transferred in its present condition. It is Buyer's responsibility to determine that the condition of the property is satisfactory within 90 days (30 if not specified). Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. If the result of any inspection reveals that the property is unsuitable for Buyer's needs, Buyer may, within the time remaining, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

(B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed herein) or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION, subject to inspection contingencies elected in this Agreement. Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

(C) Any repairs required by this Agreement will be completed in a workman like manner.

12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed

Buyer Initials: SM

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Seller Initials: MS

value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

(B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within _____ days (10 if not specified) of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or fails within the stated time to notify Buyer whether Seller will comply, Buyer will notify Seller in writing within _____ days (10 if not specified) that Buyer will:
 - a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 26 of this Agreement, OR
 - b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 12 (B) (2) or fails to terminate this Agreement by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in Paragraph 26 of this Agreement.

(C) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

(D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Buyer's failure to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.

13. TAX DEFERRED EXCHANGE (4-14)

(A) If Seller notifies Buyer that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

(B) If Buyer notifies Seller that it wishes to enter into a tax deferred exchange for the Property pursuant to the Internal Revenue Code, Seller agrees to cooperate with Buyer in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Buyer. Seller is aware that Buyer has assigned Buyer's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Seller shall not be required to execute any note, contract, deed or other document providing any liability which would survive the exchange. Buyer shall indemnify and hold harmless Seller against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.

14. COMMERCIAL CONDOMINIUM (10-01)

☒ NOT APPLICABLE.

☐ APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa.C.S. §3101 *et seq.*).

15. TITLES, SURVEYS AND COSTS (4-14)

(A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.

(B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

Buyer Initials: SM

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Seller Initials: MM

(C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(D) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within _____ days (5 if not specified) notify Buyer, in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer.

(E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).

(F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☐ Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.

(G) COAL NOTICE (Where Applicable)

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(H) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____

(I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

☐ Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.

2. **Notice Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

16. MAINTENANCE AND RISK OF LOSS (10-06)

(A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged as a result of any cause whatsoever.

(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR

2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

17. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

18. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the as signs of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania. Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

Buyer Initials: SWL

Seller Initials: [Signature]

20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)

☐ Seller IS a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.

☐ Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:

☒ An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.

☐ A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.

☐ Other: _____

22. REPRESENTATIONS (1-10)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

23. BROKER INDEMNIFICATION (6-13)

(A) Buyer and Seller represent that the only Brokers involved in this transaction are: SPERRY VAN NESS IMPERIAL REALTY

and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.

(B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).

24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-10)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not specified) days after the Settlement Date stated in Paragraph 3(A), or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

Buyer Initials: SM / _____

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Seller Initials: [Signature] / _____

(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:

1. Fail to make any additional payments as specified in Paragraph 2, OR
2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:

1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

(G) ☐ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**

(H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(I) Brokers and licensees are not responsible for unpaid deposits.

25. ARBITRATION OF DISPUTES (1-00)

Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law Arbitration 42 Pa. C.S.A. §7341 *et seq.* This agreement to arbitrate disputes arising from this Agreement will survive settlement.

26. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

27. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, except where required by law. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

29. NOTICE BEFORE SIGNING (4-14)

Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing. **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties. **WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

30. SPECIAL CLAUSES (4-14)

(A) The following are part of this Agreement if checked:

- ☐ Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
- ☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)
- ☐ Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
- ☒ **ZONING APPROVAL FOR MINIMUM 5 UNIT MULTIFAMILY/CONDO CONVERSION**
- ☐
- ☐

Buyer Initials: SM

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Seller Initials: [Signature]

(B) Additional Terms:

Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

BUYER

DATE

BETHAPP PROPERTIES, LP

Mailing Address 890 FRONT STREET, HELLERTOWN, PA 18055

Phone(s) Fax Email

BUYER

DATE

Mailing Address

Phone(s) Fax Email

BUYER

DATE

Mailing Address

Phone(s) Fax Email

AUTHORIZED REPRESENTATIVE

COMPANY

Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 15 P.S. §1311.

SELLER

DATE

BETHLEHEM AREA SCHOOL DISTRICT

Mailing Address 1516 SYCAMORE STR., BETHLEHEM, PA 18017

Phone(s) (610) 861-0500 Fax Email

SELLER

DATE

Mailing Address

Phone(s) Fax Email

SELLER

DATE

Mailing Address

Phone(s) Fax Email

AUTHORIZED REPRESENTATIVE

COMPANY

ADDENDUM/ENDORSEMENT #1 TO AGREEMENT OF SALE

Property: 1815 Main Str. Bethlehem, PA 18018

Seller: Bethlehem Area School District

Buyer: Bethapp Properties, LP

Date of Agreement: October 31, 2014

1. Buyer acknowledges that Seller will continue to market the Property during the due diligence period. Seller may accept "back up" offers which will be effective upon expiration of the due diligence period in the event that Buyer terminates the Agreement of Sale during the due diligence period.

2. The obligation of the Seller to convey the Property to the Buyer is contingent upon Seller's receipt of court approval pursuant to Section 7-707(3) of the Pennsylvania Public School Code of 1949. The Seller will make application for such approval upon expiration of the due diligence period. In the event that Buyer requests that Seller make application for such approval prior to the expiration of the due diligence period, Seller will do so, subject to the proviso that Buyer shall reimburse Seller for all legal fees and costs, including costs of advertising and filing fees, incurred by the Seller in obtaining such approval, in the event that Buyer should elect to terminate the Agreement of Sale during the due diligence period.

3. The Buyer acknowledges and agrees that the deed for the property to be conveyed to the Buyer shall include the following covenant and restriction:

"The Property being conveyed herein shall not be used in whole, or in part, for the operation of a "charter school" or "cyber charter school" as those terms are now defined under the Public School Code of 1949 (24 P.S. §17-1703(a)), or as such terms may be defined by future revisions or amendments to the Public School Code of 1949, without the express written consent of the Grantor herein, which consent may be withheld by Grantor in its absolute discretion."

4. Should Buyer fail to file an application for a hearing before the Bethlehem City Zoning Hearing Board in January of 2015, for the purpose of obtaining zoning approval for conversion of the Property to a five unit multi-family/condominium, Buyer shall be deemed to have waived the requirement that it receive zoning approval for a minimum five unit multi-family/condo conversion as a condition of its obligation to purchase the Property.

5. Notwithstanding paragraph 9(c) of the Agreement of Sale, Buyer acknowledges receipt from Seller of an AHERA asbestos management plan that outlines the location, quantity, and condition of all known asbestos in the building. Seller has requested, but not yet received, a lead paint survey of the Property, which Seller will deliver to Buyer upon receipt.

6. Seller reserves the right to remove all heating fuel from the Property at the time of Settlement, as well as any item of personal property. All permanent fixtures will remain, with the exception of a large stainless steel sink in the basement of the structure on the Property. Seller shall not be required to remove any property, and all personalty remaining on the Property at the time of Settlement shall be deemed to have been abandoned by Seller.

Buyer Initials

ELM

Seller Initials

MS

12. *Real Estate Tax Assessment Appeal Settlements*

INFORMATION:

The District has negotiated proposed settlements with the property owner listed below that has nine parcels increasing the assessment of the properties and will yield an increase in their taxes to the District. The proposed settlements were reviewed with the Board in Executive Session on November 3, 2014.

The District was also notified that Northampton County has negotiated a proposed settlement with the property owner listed in item B below to reduce the assessment of their property and will yield a refund to the property owner. The District Solicitor reviewed this stipulation and execution is recommended. The proposed stipulation was reviewed with the Board in Executive Session on November 10, 2014.

RECOMMENDATION:

That the Board of School Directors approves the proposed stipulations settling the real estate tax assessment appeals as noted below:

	<u>Tax Parcel ID</u>	<u>Address</u>	<u>Municipality</u>	<u>County</u>
A.	M7SW4 20 18 0204	Johnston Drive	City of Bethlehem	Northampton
	M7SW4 20 19 0204	Linden Street	City of Bethlehem	Northampton
	M7SW4 22 1 0204	Linden Street	City of Bethlehem	Northampton
	M7SW4 1 1 0204	Johnston Drive	City of Bethlehem	Northampton
	M7SW4 1 2-1 0204	Johnston Drive	City of Bethlehem	Northampton
	M7SW4 21 31 0204	Johnston Drive	City of Bethlehem	Northampton
	M7SW4 10 6 0204	East Boulevard	City of Bethlehem	Northampton
	642814006215 1	2085 Schoenersville Road	City of Bethlehem	Lehigh
	N7SW1B 3 2 0204	Irene Street	City of Bethlehem	Lehigh
B.	N7NW2 1 19B 1	3015 Easton Avenue	City of Bethlehem	Northampton

Finance Items

President Faccinnetto asked Director McKeon for a motion to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

Director McKeon made a motion and seconded by Director Bonilla to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Finance Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17

13. *Real Estate Tax Assessment Appeal Exemption Agreement***INFORMATION:**

The District has been notified by Lehigh County that the property owner listed below filed an assessment appeal in 2013 requesting a real estate tax exemption which was denied by the Lehigh County Board, and appealed then by the property owner. The District Solicitor has reviewed this appeal and approval of the tax exemption is recommended.

This information was reviewed with the Board in Executive Session on September 15, and November 10, 2014.

RECOMMENDATION:

That the Board of School Directors approves the real estate tax exemption as noted below:

<u>Tax Parcel ID</u>	<u>Address</u>	<u>Municipality</u>	<u>County</u>
641836693489-1	2200 Industrial Drive	City of Bethlehem	Lehigh

Finance Items

President Faccinnetto asked Director McKeon for a motion to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

Director McKeon made a motion and seconded by Director Bonilla to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Finance Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17

14. *Fuel Oil Bid Participation with CIU20 Joint Purchasing Board***INFORMATION:**

For the past several years, the Bethlehem Area School District has participated in the Joint Purchasing Board fuel oil bid with Colonial Intermediate Unit (CIU) 20. Following review of the past pricing for fuel oil between the District's single entity in-house bid and the bids received for the CIU 20 consortium, it is recommended that for the 2015-2016 school year the District continue to participate in the consortium bid. Since the fuel market has become so volatile and costly in the past several years, large volume contracts and keen market timing have proven to be critical in saving dollars. By adding our volume to the remainder of the CIU 20, the District can leverage the buying power and be more attractive to vendors who might provide aggressive pricing to achieve the guaranteed contract. By having the latitude to award the bids as close to the bid opening as possible insures that the pricing is valid and not subject to spot market fluctuations.

It is therefore recommended that the Administration be authorized to participate in the Northampton/Monroe/Pike County Joint Purchasing Board bid and pricing analysis which will be opened December 10, 2014, at 11:00 a.m., reviewed at 2:30 p.m. by all District participants and awarded by the CIU 20 Board of School Directors that evening at their Board meeting. The bid recommendation as awarded will then be presented to the District's Board of School Directors for ratification on December 15, 2014.

This information was reviewed with the Board at the November 10, 2014, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors:

- A. Authorizes the Administration to participate in the Northampton/Monroe/Pike County Joint Purchasing Board fuel oil bid and pricing analysis on December 10, 2014.
- B. Accepts and approves the vendor(s) for fuel oil for the 2015-2016 school year as to be recommended by the Northampton/Monroe/Pike County Joint Purchasing Board and to be approved by the Colonial Intermediate Unit 20 Board of School Directors at their December 10, 2014, Board meeting.

Account Code and Account Title: General Fund 2720-627 Transportation Diesel Fuel
Account Balance: 2015-2016 Budget

Finance Items

President Faccinetto asked Director McKeon for a motion to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

Director McKeon made a motion and seconded by Director Bonilla to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Finance Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17

15. *Masonry Repairs at Donegan Elementary School and East Hills Middle School*

INFORMATION:

The masonry repairs projects at Donegan Elementary School and East Hills Middle School are substantially complete. The contractor, Spotts Brothers, Inc., has agreed to issue credit for unused project material allowance for a total deduct in the amount of (\$5,715.67).

This information was reviewed with the Board at the November 10, 2014, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves a change order credit in the amount of (\$5,715.67) for the unused project material allowance.

Account Code and Account Title: Capital Reserve 4600-450 Construction Services
Account Balance: Monies to be Returned

Finance Items

President Faccinetto asked Director McKeon for a motion to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

Director McKeon made a motion and seconded by Director Bonilla to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Finance Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17

16. *Dental Contract*

INFORMATION:

All school districts alone or jointly with other districts or joint school boards shall employ school physicians and school dentists but only with the approval of the Secretary of Health, and shall compensate them on a basis agreed upon by the school physician or school dentist and the employing district or joint school board.

Dr. Edward Piorkowski is being added for the current school year in addition to the three (3) dentists and the St. Luke's Dental Van that were approved at the August Regular Board Meeting.

This information was reviewed with the Board at the November 10, 2014, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the dental contract with Dr. Edward J. Piorkowski for the 2014-2015 school year at the rate of \$4 per mandated dental screenings.

Account Code and Account Title: General Fund 2400-330 Medical Professional Services
Account Balances: \$17,000

Finance Items

President Faccinnetto asked Director McKeon for a motion to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

Director McKeon made a motion and seconded by Director Bonilla to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Finance Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17

17. *Pinebrook Family Answers Social Services Agreement*

INFORMATION:

At the August Regular Board Meeting, the Board approved a one-year contract with Family Answers for school social worker services for the 2014-2015 school year not to exceed 30 hours per school per week at Freedom and Liberty High Schools at a cost of \$50 per hour.

Family Answers has merged with Pinebrook and they are requesting that a revised contract be executed to reflect the change to Pinebrook Family Answers.

This information was reviewed with the Board at the November 10, 2014, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors approves the revised contract with Pinebrook Family Answers in Allentown, Pennsylvania to reflect the merger of Family Answers with Pinebrook.

Account Code and Account Title: General Fund 2160-300 Social Services Professional Services
Account Balance: \$167,000

Finance Items

President Faccinnetto asked Director McKeon for a motion to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

Director McKeon made a motion and seconded by Director Bonilla to approve Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Finance Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Finance Agenda Items 11, 12, 13, 14, 15, 16 and 17

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

November 1, 2014

Pinebrook Family Answers
402 North Fulton Street
Allentown, Pennsylvania 18102
Attn: Robert M. Jacobs, MPA, Chief Executive Officer

Agreement for Professional Services:

This document serves as a formal service agreement between the Bethlehem Area School District ("District") and Pinebrook Family Answers ("Pinebrook Family Answers"). The District and Pinebrook 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

Pinebrook 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 Pinebrook Family Answers to provide professional services at the District's two High Schools ("Freedom" and "Liberty"), pursuant to the terms set forth below, and Pinebrook Family Answers desires to provide such professional services, pursuant to the terms set forth below.

Professional Services

Pursuant to the terms set forth herein, Pinebrook Family Answers agrees to provide the professional services described on Exhibit A attached hereto (the "Services"). Pinebrook 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. Pinebrook Family Answers shall provide the Services through its employed counselors and/or staff members or through assignees, if applicable, and engaged by Pinebrook Family Answers (each a "Provider"). Pinebrook 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 in 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 Pinebrook Family Answers confirming that any Provider is so credentialed.

Professional Liability Insurance

Pinebrook 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. Pinebrook 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, Pinebrook 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 Pinebrook 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 Pinebrook 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 Pinebrook 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 Pinebrook Family Answers hereunder and Pinebrook Family Answers will be solely responsible for all taxes relating to such payments. The District will issue Pinebrook Family Answers a Form 1099 at the end of the calendar year for income tax purposes.

Indemnification

Pinebrook 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 Pinebrook 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 1, 2014 and shall continue until June 30, 2015 (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 Pinebrook 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

Pinebrook 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 Pinebrook 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 Pinebrook Family Answers and/or a Provider shall have access to, or knowledge of, information of a confidential nature, Pinebrook 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 Pinebrook 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.

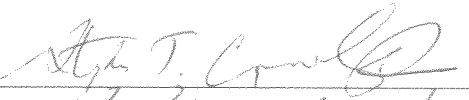
The provisions of the Agreement and any amendments thereto may not be revised or modified except by written amendment upon mutual consent of both Parties.

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:

PINEBROOK FAMILY ANSWERS

By: 
Name: Stephen T. Crowley
Title: Board Chair

BETHLEHEM AREA SCHOOL DISTRICT

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

FEDERAL TAX ID NO.: 23-2112204

EXHIBIT A

Services

General Description

Pinebrook 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 Pinebrook Family Answers or other agencies that are provided outside district facilities.

Fees

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

\$50.00 per hour (1) of Services provided, not to exceed a total of \$100,000.00.

Pinebrook 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 Pinebrook Family Answers the Fees owed hereunder within forty-five (45) days of its receipt of such invoice.

18. *Board Policy Number 323 – Tobacco Use – Administrative Employees – Third Reading*

INFORMATION:

The current Board Policy Number 323 – Tobacco Use – Administrative Employees has been presented and reviewed at the October 13, 2014 and November 10, 2014, Board Human Resources Committee Meetings.

RECOMMENDATION:

That the Board of School Directors approves the attached Board Policy Number 323 – Tobacco Use – Administrative Employees.

Human Resources Items

President Faccinetto asked Director Patrick for a motion to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Director Patrick made a motion and seconded by Director Bonilla to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Human Resources Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29

BETHLEHEM AREA SCHOOL DISTRICT

SECTION: ADMINISTRATIVE
EMPLOYEES

TITLE: TOBACCO USE

ADOPTED: November 15, 2004

REVISED: November 17, 20104

	323. TOBACCO USE
1. Purpose	The Board recognizes that tobacco use during school hours and on school property presents a health and safety hazard that can have serious consequences for the user and the nonuser and the safety of the schools.
2. Definitions 35 P.S. 1223.5	For purposes of this policy, tobacco shall be defined as a lighted or unlighted cigarette, cigar, or pipe; other smoking product or material (e.g., electronic cigarette, personal vaporizer, or electronic nicotine delivery system, and other similar devices, whether containing nicotine or not); and smokeless tobacco in any form.
3. Authority 20 U.S.C. Sec. 7181 et seq 35 P.S. 1223.5	The Board prohibits tobacco use by administrative employees in its school buildings and on any property, buses, vans and vehicles that are owned, leased or controlled by the school district. This includes, but is not limited to, outdoor school athletic and musical events and graduation ceremonies. The Board prohibits tobacco use and possession by administrative employees at school- sponsored activities that are held off school property.
4. Delegation of Responsibility	The district shall annually notify employees about the district's tobacco use policy by publishing such in handbooks, newsletters, posted notices, and other efficient methods.
5. Guidelines SC 1303-A	Incidents of possession, use, and sale of tobacco by any person on school property shall be reported to the Office of Safe Schools on the required form at least once each year. Reference: School Code – 24 P.S. Sec. 1303- State Board of Education Regulations – 22 PA Code Sec. 403.1 School Tobacco Control – 35 P.S. Sec. 1223.5 No Child Left Behind Act of 2001 – 20 U.S.C. Sec. 7114 Pro-Children Act of 2001 – 20 U.S.C. Sec. 7181 et seq.

19. *Board Policy Number 423 – Tobacco Use – Professional Employees – Third Reading*

INFORMATION:

The current Board Policy Number 423 – Tobacco Use – Professional Employees has been presented and reviewed at the October 13, 2014 and November 10, 2014, Board Human Resources Committee Meetings.

RECOMMENDATION:

That the Board of School Directors approves the attached Board Policy Number 423 – Tobacco Use – Professional Employees.

Human Resources Items

President Faccinetto asked Director Patrick for a motion to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Director Patrick made a motion and seconded by Director Bonilla to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Human Resources Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29

BETHLEHEM AREA SCHOOL DISTRICT

SECTION: PROFESSIONAL EMPLOYEES

TITLE: TOBACCO USE

ADOPTED: November 15, 2004

REVISED: November 17, 2014

	423. TOBACCO USE
1. Purpose	The Board recognizes that tobacco use during school hours and on school property presents a health and safety hazard that can have serious consequences for the user and the nonuser and the safety of the schools.
2. Definitions 35 P.S. 1223.5	For purposes of this policy, tobacco shall be defined as a lighted or unlighted cigarette, cigar, or pipe; other smoking product or material (e.g., electronic cigarette, personal vaporizer, or electronic nicotine delivery system, and other similar devices, whether containing nicotine or not); and smokeless tobacco in any form.
3. Authority 20 U.S.C. Sec. 7181 et seq 35 P.S. 1223.5	The Board prohibits tobacco use by professional employees in its school buildings and on any property, buses, vans and vehicles that are owned, leased or controlled by the school district. This includes, but is not limited to, outdoor school athletic and musical events and graduation ceremonies. The Board prohibits tobacco use and possession by professional employees at school- sponsored activities that are held off school property.
4. Delegation of Responsibility	The district shall annually notify employees about the district's tobacco use policy by publishing such in handbooks, newsletters, posted notices, and other efficient methods.
5. Guidelines SC 1303-A	Incidents of possession, use, and sale of tobacco by any person on school property shall be reported to the Office of Safe Schools on the required form at least once each year. Reference: School Code – 24 P.S. Sec. 1303- State Board of Education Regulations – 22 PA Code Sec. 403.1 School Tobacco Control – 35 P.S. Sec. 1223.5 No Child Left Behind Act of 2001 – 20 U.S.C. Sec. 7114 Pro-Children Act of 2001 – 20 U.S.C. Sec. 7181 et seq.

20. *Board Policy Number 523 – Tobacco Use – Support Employees – Third Reading*

INFORMATION:

The current Board Policy Number 523 – Tobacco Use – Support Employees has been presented and reviewed at the October 13, 2014 and November 10, 2014, Board Human Resources Committee Meetings.

RECOMMENDATION:

That the Board of School Directors approves the attached Board Policy Number 523 – Tobacco Use – Support Employees.

Human Resources Items

President Faccinetto asked Director Patrick for a motion to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Director Patrick made a motion and seconded by Director Bonilla to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Human Resources Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29

BETHLEHEM AREA SCHOOL DISTRICT

SECTION: SUPPORT EMPLOYEES

TITLE: TOBACCO USE

ADOPTED: November 15, 2004

REVISED: November 17, 2014

	523. TOBACCO USE
1. Purpose	The Board recognizes that tobacco use during school hours and on school property presents a health and safety hazard that can have serious consequences for the user and the nonuser and the safety of the schools.
2. Definitions 35 P.S. 1223.5	For purposes of this policy, tobacco shall be defined as a lighted or unlighted cigarette, cigar, or pipe; other smoking product or material (e.g., electronic cigarette, personal vaporizer, or electronic nicotine delivery system, and other similar devices, whether containing nicotine or not); and smokeless tobacco in any form.
3. Authority 20 U.S.C. Sec. 7181 et seq 35 P.S. 1223.5	The Board prohibits tobacco use by support employees in its school buildings and on any property, buses, vans and vehicles that are owned, leased or controlled by the school district. This includes, but is not limited to, outdoor school athletic and musical events and graduation ceremonies. The Board prohibits tobacco use and possession by support employees at school-sponsored activities that are held off school property.
4. Delegation of Responsibility	The district shall annually notify employees about the district's tobacco use policy by publishing such in handbooks, newsletters, posted notices, and other efficient methods.
5. Guidelines SC 1303-A	Incidents of possession, use, and sale of tobacco by any person on school property shall be reported to the Office of Safe Schools on the required form at least once each year. Reference: School Code – 24 P.S. Sec. 1303- State Board of Education Regulations – 22 PA Code Sec. 403.1 School Tobacco Control – 35 P.S. Sec. 1223.5 No Child Left Behind Act of 2001 – 20 U.S.C. Sec. 7114 Pro-Children Act of 2001 – 20 U.S.C. Sec. 7181 et seq.

21. *Board Policy Number 904 – Public Attendance at School Events – Third Reading*

INFORMATION:

The current Board Policy Number 904 – Public Attendance at School Events has been presented and reviewed at the October 13, 2014 and November 10, 2014, Board Human Resources Committee Meetings.

RECOMMENDATION:

That the Board of School Directors approves the attached Board Policy Number 904 – Public Attendance at School Events.

Human Resources Items

President Faccinetto asked Director Patrick for a motion to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Director Patrick made a motion and seconded by Director Bonilla to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Human Resources Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29

BETHLEHEM AREA SCHOOL DISTRICT

SECTION: COMMUNITY

TITLE: PUBLIC ATTENDANCE AT
SCHOOL EVENTS

ADOPTED: November 15, 2004

REVISED: November 17, 2014

	904. PUBLIC ATTENDANCE AT SCHOOL EVENTS
1. Purpose	The Board welcomes the public at activities and events sponsored by the school district, but the Board also acknowledges its duty to maintain order and preserve school facilities during such events.
2. Authority SC 511, 775	The Board has the authority to prohibit at a school event the attendance of any individual whose conduct may constitute a disruption. The Board prohibits illegal gambling and the possession and use of controlled substances, alcoholic beverages and weapons on school premises.
3. Guidelines	A schedule of fees for attendance at school events shall be prepared by the Superintendent or designee.
20 U.S.C. Sec. 7181 et seq 35 P.S. 1223.5	<u>Tobacco Use</u> The Board prohibits tobacco use by any persons in its school buildings and on any property, buses, vans and vehicles that are owned, leased or controlled by the school district. This includes, but is not limited to, outdoor school athletic and musical events and graduation ceremonies. The purpose of this policy, tobacco shall be defined as a lighted or unlighted cigarette, cigar, or pipe; other smoking product or material (e.g., electronic cigarette, personal vaporizer, or electronic nicotine delivery system, and other similar devices, whether containing nicotine or not); and smokeless tobacco in any form. The district shall annually notify staff, parents/guardians and members of the public about the district's tobacco use policy by publishing such in handbooks, newsletters, posted notices, and other efficient methods. Members of the public who violate this policy may be asked to leave the premises and, in some cases, may be ejected from the event with no refund if the violation is persistent.

904. PUBLIC ATTENDANCE AT SCHOOL EVENTS - Pg. 2

School Code 24 P.S. Sec. 511, 775, 1303-A, 1317.2 PA Code Title 22 Sec. 403.1, 12.3 18 Pa. C.S.A. Sec. 912 35 P.S. Sec. 1223.5 20 U.S.C. Sec. 7181 et seq 20 U.S.C. Sec. 7114	
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22. *Chief Facilities and Operations Officer Contract Renewal*

INFORMATION:

The Contract for the Chief Facilities and Operations Officer, Mark Stein, expires on June 30, 2015. The Board of School Directors and Mr. Stein have agreed on the terms of a five-year contract renewal commencing on July 1, 2015.

RECOMMENDATION:

That the Board of School Directors reappoints Mark Stein as Chief Facilities and Operations Officer for an additional term of five years effective July 1, 2015, and approves the employment agreement with Mark Stein.

Human Resources Items

President Faccinnetto asked Director Patrick for a motion to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Director Patrick made a motion and seconded by Director Bonilla to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Human Resources Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Dr. Roy introduced Nicholas Takacs as the new Chief Technology Officer. He also wanted to thank the Board for their support in renewing Mr. Giordano's contract as Chief Human Resources Officer, and Mr. Stein's contract as Chief Facilities and Operations Officer

**BETHLEHEM AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF
CHIEF FACILITIES AND OPERATIONS OFFICER**

THIS CONTRACT is made and entered into this 17th day of November, 2014, by and between the Board of School Directors of the Bethlehem Area School District, with offices located at 1516 Sycamore Street, Bethlehem, Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors"), and Mark Stein (hereinafter referred to as "Mr. Stein").

WHEREAS, the Board of School Directors, at a regularly scheduled meeting, duly and properly called on the 17th day of November, 2014, did appoint Mr. Stein as Chief Facilities and Operations Officer of the District for a five (5) year term, commencing on July 1, 2015; and

WHEREAS, the parties agree that Mr. Stein shall perform the duties of Chief Facilities and Operations Officer in and for the building and grounds in the District, as prescribed by the laws of the Commonwealth of Pennsylvania and by the rules and regulations made thereunder by the Board of School Directors; 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. **Incorporation of Recitals.** The above recitals do form a part of this Contract and are incorporated herein by reference thereto.
2. **Term.**
 - (a) The Board has employed Mr. Stein and Mr. Stein hereby accepts said employment as Chief Facilities and Operations Officer of the District for a five (5) year term ("Term" or "Contract Term"), commencing on July 1, 2015 and terminating upon the close of business on June 30, 2020.
 - (b) This Contract shall terminate immediately upon the expiration of the aforesaid Contract Term unless the Contract is sooner modified, terminated, or renewed automatically in accordance with this Contract.
3. **Authority of District and Mr. Stein.** The District, on its own behalf and on behalf of the electors of the District, and Mr. Stein, individually, 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.
4. **Professional Qualifications.**

Mr. Stein covenants that he possesses all of the qualifications that are necessary to serve as the Chief Facilities and Operations Officer and that he will maintain the same throughout the Contract Term.
5. **Duties and Responsibilities.**
 - (a) Mr. Stein agrees to perform faithfully and professionally the duties of Chief Facilities and Operations Officer in accordance with the provisions of the School Code and the rules, regulations, and policies of the Board. The duties and responsibilities of Mr. Stein are set forth in the attached Job Description for the Chief Facilities and Operations Officer, marked

Exhibit "A" and made a part hereof. Mr. Stein's Job Description may be amended from time to time based upon the sole administrative discretion of the District Superintendent. The administration of school policy and the direction of District employees shall be through the District Superintendent. Mr. Stein shall report to the District Superintendent. Mr. Stein shall serve as advisor to regular and special Board meetings and Board facilities committee meetings on matters affecting the District

- (b) Mr. Stein agrees to devote his full time, attention, skills and labor to his employment as Director of Facilities and Operation during the Contract Term, provided, however, that Mr. Stein may undertake consultative work, speaking engagements, writing, lecturing, or others professional activities with prior written approval from the District Superintendent when performed during normal working hours, provided such work does not affect Mr. Stein's duties as set forth in Exhibit "A", as amended pursuant to the District Superintendent's discretion.

6. Compensation – Salary and Benefits.

(a) Salary.

- (i) Effective July 1, 2015, Mr. Stein's annual salary shall be *five hundred* *118,500* **One Hundred and Eighteen Thousand, Fourteen Dollars and 00/100 (\$118,014.00)**, plus any increases thereafter made in accordance with this subparagraph 6(a) ("Salary").
- (ii) Mr. Stein's 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 Mr. Stein.
- (iii) The Board hereby retains the right to adjust Mr. Stein's Salary during the Contract Term; provided, however, that any such adjustment shall not decrease Mr. Stein's Salary during the Contract Term, or through any amendment or extension of this Contract Term, unless agreed to in writing by Mr. Stein.
- (iv) On July 1, 2016, and on July 1st of each subsequent year of this Contract Term, the Board may provide an increase to Mr. Stein's Salary, in its sole discretion, provided that Mr. Stein's performance is not rated unsatisfactory for the immediately preceding school year in accordance with the provisions of this Contract.
- (v) The District, in so adjusting Mr. Stein's Salary, shall not be considered to have entered into a new contract with Mr. Stein or to have extended the Contract Term.

(b) Disability Insurance.

- (i) 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 Mr. Stein, which policy shall provide monthly disability income to Mr. Stein in an amount equal to Seventy Percent (70%) of Mr. Stein's gross monthly Salary as of the date upon which disability payments begin pursuant to this subparagraph 6(b)(i). The policy shall entitle Mr. Stein 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.
- (ii) The obligation set forth in this subparagraph 6(b) shall survive the termination of this Contract, provided, however, that this obligation shall terminate in the event that Mr. Stein's employment with the District is terminated for cause for the reasons specified in Section 5-514 of the Public School Code.

(c) Reimbursements. The District will reimburse Mr. Stein for all reasonable expenses incurred in the performance of his duties, upon presentation by Mr. Stein of a written, itemized account of such expenditures, including, but not limited to:

- (i) The use of a Smart phone and laptop computer with wireless capability; and

- (ii) Mileage for District-related business at the then IRS rate for the use of a private automobile.
- (d) **Professional Associations and Meetings.** The District shall pay the dues for Mr. Stein's memberships in appropriate professional associations, upon the District Superintendent's written approval. Mr. Stein may attend professional meetings at the local, state, and national level at the District's expense upon the District Superintendent's prior written approval.
- (e) **Vacation Leave/Holidays.**
 - (i) Mr. Stein shall carry forward in this Contract Term and be credited on the first day of this Contract Term with all of his unused vacation leave accrued during his employment with the District.
 - (ii) Mr. Stein shall be entitled to up to three (3) days of paid personal leave during each year of this Contract. Personal leave days shall not accumulate from year to year. Unused days will be converted to sick leave, day for day, at the end of each year of this Contract.
 - (iii) Mr. Stein shall receive twenty (20) days of vacation leave with full pay each year of this Contract Term, which shall be credited in full on July 1, 2015 and on July 1st of each subsequent year of this Contract Term. Unused vacation days may be carried over to subsequent years at a rate of ten (10) days per year. Carryover days shall accrue year to year without limit. Mr. Stein agrees to notify the District Superintendent in writing at least five (5) days in advance of 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 District Superintendent in writing as soon as practicable.
 - (iv) On June 30th of each year of this Contract, the District shall pay Mr. Stein his then-current rate of pay for a maximum of five (5) days of unused vacation leave. "Per diem rate of pay" as the term is used throughout this Contract shall equal Mr. Stein's gross annual Salary divided by two hundred and sixty (260).
 - (v) The District shall pay Mr. Stein 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 Mr. Stein his then-current per diem rate of pay for each day of unused vacation.
 - (vi) Mr. Stein shall be entitled to receive, with full pay, all holidays available to twelve (12) month administrative employees covered under the District's then-current Act 93 Instructional Meet and Discuss Agreement ("Act 93 Agreement"), adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). The District's current Act 93 Agreement is attached hereto, made a part hereof and marked Exhibit "B".
- (f) **Act 93 Agreement Benefits.** All benefits not specifically set forth in this Contract shall be no less than those granted to twelve (12) month employees in the Act 93 Agreement. Mr. Stein shall be entitled to any additional benefits obtained or bound by any concessions made by the Instructional Meet And Discuss Group and any benefits obtained or concessions made in a successor Act 93 Agreement. Nothing contained herein shall preclude the District from providing additional benefits and incentives to Mr. Stein as may be agreed to in writing by the parties.

7. Assessment of Performance.

- (a) The Superintendent shall evaluate, in writing, the performance of Mr. Stein at least once a year during the Contract Term, 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 based upon the performance of all duties and responsibilities of Mr. Stein as Chief Facilities and Operations Officer as set forth in Exhibit "A" hereto (as amended pursuant to the District Superintendent's discretion), the provisions of the School Code, and the rules, regulations, and policies of the Board as now or hereafter adopted.

- (b) A copy of the written evaluation shall be delivered to Mr. Stein. Mr. Stein shall have the right to make a written response to the evaluation. The District Superintendent's evaluation and Mr. Stein'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. Mr. Stein's performance shall be deemed satisfactory and Mr. Stein 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.

8. Termination. This Contract may be terminated prior to the end of the Contract Term as follows:

- (a) **For Cause.** Mr. Stein shall be subject to discharge from employment and termination of this Contract for valid and just cause for the reasons specified in Section 5-514 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for Mr. Stein's dismissal and Mr. Stein 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, Mr. Stein 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 Mr. Stein. Mr. Stein shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against Mr. Stein are not sustained and/or should Mr. Stein prevail in any hearing or appeal, the Board shall reimburse Mr. Stein for all legal fees and expenses incurred by Mr. Stein in the proceedings. In the event that Mr. Stein is terminated from employment for valid and just cause pursuant to this subparagraph 8(a): 1) Mr. Stein 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) Mr. Stein shall not be eligible for District medical benefits beyond the effective date of termination.

- (b) **Resignation.** This Contract may be unilaterally terminated at any time without penalty by Mr. Stein's resignation; provided, however, that Mr. Stein gives the Board at least sixty (60) days' written notice prior to the effective date of the resignation unless a lesser time period is mutually agreed upon in writing. If this Contract is terminated in this manner, the District shall immediately pay and provide to Mr. Stein all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, Mr. Stein earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract.

- (c) **Disability.**

- (i) Should Mr. Stein 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 Mr. Stein, will make the performance of his duties impossible, the Board has the option to terminate Mr. Stein's employment, upon sixty (60) days' prior written notice to Mr. Stein; Mr. Stein's date of termination from employment shall not become effective until the date upon which Mr. Stein receives written notice of termination from employment or has exhausted all accrued sick days, whichever last occurs.
 - (ii) Upon termination of Mr. Stein's employment pursuant to this subparagraph 8(c), the District shall immediately pay to Mr. Stein all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, Mr. Stein 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.

- (iii) In the event that Mr. Stein's employment is terminated pursuant to this subparagraph 8(c), Mr. Stein 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.

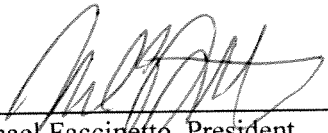
- (d) **Death.** This Contract shall be terminated upon Mr. Stein's death, at which time the District shall pay to Mr. Stein's estate and/or heirs all of the aggregate compensation, salary, and benefits that Mr. Stein earned, accrued, and/or is entitled to under this Contract through the date of Mr. Stein's death.

9. **Reappointment.** The Board shall provide Mr. Stein with periodic opportunities to discuss his relationship with the District 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 Mr. Stein's Contract for another Term, the Board shall notify Mr. Stein in writing by certified mail, no later than November 1, 2019, of the Board of School Directors' intent not to reappoint him. Should Mr. Stein not be so notified, he shall be reappointed at the next regular business Board meeting following July 1, 2020 for a term of five (5) years and the terms and conditions of this Contract shall be incorporated into a successor contract, unless otherwise mutually agreed in writing by the Board and Mr. Stein.
10. **Modification.** This Contract shall not be amended, changed or modified, except in writing approved of and signed by Mr. Stein and approved of by the Board and signed by a duly authorized officer(s) of the Board.
11. **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.
12. **Obligations.** This Contract shall be binding upon and shall inure to the benefit of the District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of Mr. Stein and, to the extent applicable, his personal representatives and heirs.
13. **Statutory Reference.** All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Pennsylvania Public School Code.
14. **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.
15. **Applicable Law/Jurisdiction.** 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, intending to be legally bound hereby, the parties have caused this Contract to be duly executed the day and year first above written.

ATTEST

BETHLEHEM AREA SCHOOL DISTRICT



Michael Faccinotto, President
Bethlehem Area School District
Board of Directors



WITNESS



Mr. Mark Stein

23. *Chief Human Resources Officer Renewal*

INFORMATION:

The Contract for the Chief Human Resources Officer, Russell Giordano, expires on June 30, 2015. The Board of School Directors and Mr. Giordano have agreed on the terms of a five-year contract renewal commencing on July 1, 2015.

RECOMMENDATION:

That the Board of School Directors reappoints Russell Giordano as Chief Human Resources Officer for an additional term of five years effective July 1, 2015, and approves the employment agreement with Russell Giordano.

Human Resources Items

President Faccinnetto asked Director Patrick for a motion to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Director Patrick made a motion and seconded by Director Bonilla to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

President Faccinnetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Human Resources Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Dr. Roy introduced Nicholas Takacs as the new Chief Technology Officer. He also wanted to thank the Board for their support in renewing Mr. Giordano's contract as Chief Human Resources Officer, and Mr. Stein's contract as Chief Facilities and Operations Officer

BETHLEHEM AREA SCHOOL DISTRICT CONTRACT FOR EMPLOYMENT OF CHIEF HUMAN RESOURCES OFFICER

THIS CONTRACT is made and entered into this 17th day November, 2014, by and between the Board of School Directors of the Bethlehem Area School District, with offices located at 1516 Sycamore Street, Bethlehem, Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors"), and Russell Giordano (hereinafter referred to as "Mr. Giordano").

WHEREAS, the Board of School Directors, at a regularly scheduled meeting, duly and properly called on the 17th day of November, 2014, did appoint Mr. Giordano as Chief Human Resources Officer of the District for a five (5) year term, commencing on July 1, 2015; and

WHEREAS, the parties agree that Mr. Giordano shall perform the duties of Chief Human Resources Officer for the District, as prescribed by the laws of the Commonwealth of Pennsylvania and by the rules and regulations made thereunder by the Board of School Directors; 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. **Incorporation of Recitals.** The above recitals do form a part of this Contract and are incorporated herein by reference thereto.
2. **Term.**
 - (a) The Board has employed Mr. Giordano and Mr. Giordano hereby accepts said employment as Chief Human Resources Officer of the District for a five (5) year term ("Term" or "Contract Term"), commencing on July 1, 2015 and terminating upon the close of business on June 30, 2020.
 - (b) This Contract shall terminate immediately upon the expiration of the aforesaid Contract Term unless the Contract is sooner modified, terminated, or renewed automatically in accordance with this Contract.
3. **Authority of District and Mr. Giordano.** The District, on its own behalf and on behalf of the electors of the District, and Mr. Giordano, individually, 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.
4. **Professional Qualifications.** Mr. Giordano covenants that he possesses all of the qualifications that are necessary to serve as the Chief Human Resources Officer and that he will maintain the same throughout the Contract Term.
5. **Duties and Responsibilities.**
 - (a) Mr. Giordano agrees to perform faithfully and professionally the duties of Chief Human Resources Officer in accordance with the provisions of the School Code and the rules, regulations, and policies of the Board. The duties and responsibilities of Mr. Giordano are set forth in the attached Job Description for the Chief Human Resources Officer, marked Exhibit "A" and made a part hereof. Mr. Giordano's Job Description may be amended from time to time based upon the sole administrative discretion of the District Superintendent. The

administration of school policy and the direction of District employees shall be through the District Superintendent. Mr. Giordano shall report to the District Superintendent. Mr. Giordano shall serve as advisor to regular and special Board meetings and Board human resources committee meetings on matters affecting the District.

- (b) Mr. Giordano agrees to devote his full time, attention, skills and labor to his employment as Chief Human Resources Officer during the Contract Term, provided, however, that Mr. Giordano may undertake consultative work, speaking engagements, writing, lecturing, or others professional activities with prior written approval from the District Superintendent when performed during normal working hours, provided such work does not affect Mr. Giordano's duties as set forth in Exhibit "A", as amended pursuant to the District Superintendent's discretion.

6. Compensation – Salary and Benefits.

(a) Salary.

- (i) Effective July 1, 2015, Mr. Giordano's annual salary shall be **One Hundred and Twenty-five Thousand Dollars and 00/100 (\$125,000.00)**, plus any increases thereafter made in accordance with this subparagraph 6(a) ("Salary").
- (ii) Mr. Giordano's 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 Mr. Giordano.
- (iii) The Board hereby retains the right to adjust Mr. Giordano's Salary during the Contract Term; provided, however, that any such adjustment shall not decrease Mr. Giordano's Salary during the Contract Term, or through any amendment or extension of this Contract Term, unless agreed to in writing by Mr. Giordano.
- (iv) On July 1, 2016, and on July 1st of each subsequent year of this Contract Term, the Board may provide an increase to Mr. Giordano's Salary, in its sole discretion, provided that Mr. Giordano's performance is not rated unsatisfactory for the immediately preceding school year in accordance with the provisions of this Contract.
- (v) The District, in so adjusting Mr. Giordano's Salary, shall not be considered to have entered into a new contract with Mr. Giordano or to have extended the Contract Term.

(b) Disability Insurance.

- (i) 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 Mr. Giordano, which policy shall provide monthly disability income to Mr. Giordano in an amount equal to Seventy Percent (70%) of Mr. Giordano's gross monthly Salary as of the date upon which disability payments begin pursuant to this subparagraph 6(b)(i). The policy shall entitle Mr. Giordano 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.
- (ii) The obligation set forth in this subparagraph 6(b) shall survive the termination of this Contract, provided, however, that this obligation shall terminate in the event that Mr. Giordano's employment with the District is terminated for cause for the reasons specified in Section 5-514 of the Public School Code.

- (c) **Reimbursements.** The District will reimburse Mr. Giordano for all reasonable expenses incurred in the performance of his duties, upon presentation by Mr. Giordano of a written, itemized account of such expenditures, including, but not limited to:

- (i) The use of a Smart phone and laptop computer with wireless capability; and
- (ii) Mileage for District-related business at the then IRS rate for the use of a private automobile.

- (d) **Professional Associations and Meetings.** The District shall pay the dues for Mr. Giordano's memberships in appropriate professional associations, upon the District Superintendent's written approval. Mr. Giordano may attend professional meetings at the local, state, and national level at the District's expense upon the District Superintendent's prior written approval.
- (e) **Vacation Leave/Holidays.**
- (i) Mr. Giordano shall carry forward in this Contract Term and be credited on the first day of this Contract Term with all of his unused vacation leave accrued during his employment with the District.
 - (ii) Mr. Giordano shall be entitled to up to three (3) days of paid personal leave during each year of this Contract. Personal leave days shall not accumulate from year to year. Unused days will be converted to sick leave, day for day, at the end of each year of this Contract.
 - (iii) Mr. Giordano shall receive twenty (20) days of vacation leave with full pay each year of this Contract Term, which shall be credited in full on July 1, 2015 and on July 1st of each subsequent year of this Contract Term. Unused vacation days may be carried over to subsequent years at a rate of ten (10) days per year. Carryover days shall accrue year to year without limit. Mr. Giordano agrees to notify the District Superintendent in writing at least five (5) days in advance of 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 District Superintendent in writing as soon as practicable.
 - (iv) On June 30th of each year of this Contract, the District shall pay Mr. Giordano his then-current rate of pay for a maximum of five (5) days of unused vacation leave. "Per diem rate of pay" as the term is used throughout this Contract shall equal Mr. Giordano's gross annual Salary divided by two hundred and sixty (260).
 - (v) The District shall pay Mr. Giordano 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 Mr. Giordano his then-current per diem rate of pay for each day of unused vacation.
 - (vi) Mr. Giordano shall be entitled to receive, with full pay, all holidays available to twelve (12) month administrative employees covered under the District's then-current Act 93 Instructional Meet and Discuss Agreement ("Act 93 Agreement"), adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). The District's current Act 93 Agreement is attached hereto, made a part hereof and marked Exhibit "B".
- (f) **Act 93 Agreement Benefits.** All benefits not specifically set forth in this Contract shall be no less than those granted to twelve (12) month employees in the Act 93 Agreement. Mr. Giordano shall be entitled to any additional benefits obtained or bound by any concessions made by the Instructional Meet And Discuss Group and any benefits obtained or concessions made in a successor Act 93 Agreement. Nothing contained herein shall preclude the District from providing additional benefits and incentives to Mr. Giordano as may be agreed to in writing by the parties.

7. Assessment of Performance.

- (a) The Superintendent shall evaluate, in writing, the performance of Mr. Giordano at least once a year during the Contract Term, 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 based upon the performance of all duties and responsibilities of Mr. Giordano as Chief Human Resources Officer as set forth in Exhibit "A" hereto (as amended pursuant to the District Superintendent's discretion), the provisions of the School Code, and the rules, regulations, and policies of the Board as now or hereafter adopted.

- (b) A copy of the written evaluation shall be delivered to Mr. Giordano. Mr. Giordano shall have the right to make a written response to the evaluation. The District Superintendent's evaluation and Mr. Giordano'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. Mr. Giordano's performance shall be deemed satisfactory and Mr. Giordano 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.

8. Termination. This Contract may be terminated prior to the end of the Contract Term as follows:

- (a) For Cause.** Mr. Giordano shall be subject to discharge from employment and termination of this Contract for valid and just cause for the reasons specified in Section 5-514 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for Mr. Giordano's dismissal and Mr. Giordano 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, Mr. Giordano 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 Mr. Giordano. Mr. Giordano shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against Mr. Giordano are not sustained and/or should Mr. Giordano prevail in any hearing or appeal, the Board shall reimburse Mr. Giordano for all legal fees and expenses incurred by Mr. Giordano in the proceedings. In the event that Mr. Giordano is terminated from employment for valid and just cause pursuant to this subparagraph 8(a): 1) Mr. Giordano 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) Mr. Giordano shall not be eligible for District medical benefits beyond the effective date of termination.

- (b) Resignation.** This Contract may be unilaterally terminated at any time without penalty by Mr. Giordano's resignation; provided, however, that Mr. Giordano gives the Board at least sixty (60) days' written notice prior to the effective date of the resignation unless a lesser time period is mutually agreed upon in writing. If this Contract is terminated in this manner, the District shall immediately pay and provide to Mr. Giordano all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, Mr. Giordano earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract.

(c) Disability.

- (i) Should Mr. Giordano 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 Mr. Giordano, will make the performance of his duties impossible, the Board has the option to terminate Mr. Giordano's employment, upon sixty (60) days' prior written notice to Mr. Giordano; Mr. Giordano's date of termination from employment shall not become effective until the date upon which Mr. Giordano receives written notice of termination from employment or has exhausted all accrued sick days, whichever last occurs.
- (ii) Upon termination of Mr. Giordano's employment pursuant to this subparagraph 8(c), the District shall immediately pay to Mr. Giordano all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, Mr. Giordano 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.

- (iii) In the event that Mr. Giordano's employment is terminated pursuant to this subparagraph 8(c), Mr. Giordano 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.

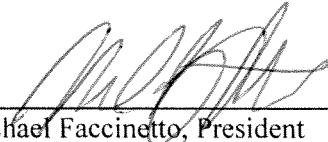
- (d) **Death.** This Contract shall be terminated upon Mr. Giordano's death, at which time the District shall pay to Mr. Giordano's estate and/or heirs all of the aggregate compensation, salary, and benefits that Mr. Giordano earned, accrued, and/or is entitled to under this Contract through the date of Mr. Giordano's death.

- 9. **Reappointment.** The Board shall provide Mr. Giordano with periodic opportunities to discuss his relationship with the District 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 Mr. Giordano's Contract for another Term, the Board shall notify Mr. Giordano in writing by certified mail, no later than November 1, 2019, of the Board of School Directors' intent not to reappoint him. Should Mr. Giordano not be so notified, he shall be reappointed at the next regular business Board meeting following July 1, 2020 for a term of five (5) years and the terms and conditions of this Contract shall be incorporated into a successor contract, unless otherwise mutually agreed in writing by the Board and Mr. Giordano.
- 10. **Modification.** This Contract shall not be amended, changed or modified, except in writing approved of and signed by Mr. Giordano and approved of by the Board and signed by a duly authorized officer(s) of the Board.
- 11. **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.
- 12. **Obligations.** This Contract shall be binding upon and shall inure to the benefit of the District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of Mr. Giordano and, to the extent applicable, his personal representatives and heirs.
- 13. **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.
- 14. **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.
- 15. **Applicable Law/Jurisdiction.** 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, intending to be legally bound hereby, the parties have caused this Contract to be duly executed the day and year first above written.

ATTEST

BETHLEHEM AREA SCHOOL DISTRICT



Michael Faccinotto, President
Bethlehem Area School District
Board of Directors



WITNESS



Mr. Russell Giordano

24. Resignations**RECOMMENDATION:*****A. Instructional***

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Black, Kevin	Liberty Mathematics Teacher	Resignation	December 5, 2014
2.	Gross, Maryann	Broughal Music Teacher	Resignation	On or before December 23, 2014

B. Noninstructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Buckley, Roxanne	Governor Wolf General Kitchen Help	Resignation	October 24, 2014
2.	Cooke, Jennifer	Governor Wolf Teacher Assistant General Duty	Resignation	November 21, 2014
3.	Giammarinaro, Jana	Bus Monitor	Resignation	November 6, 2014
4.	Marquez, Alice	Northeast Teacher Assistant Reading	Retirement	February 25, 2015
5.	Mautino, Nancy	Assistant Director of Business Affairs	Retirement	February 6, 2015
6.	Miller, Christine	Freedom Cook	Retirement	November 1, 2014 <i>change in date</i>
7.	Mongeau, Judy	Bus Driver	Resignation	November 1, 2014
8.	Morrison, Ann	Child Care Assistant Center Supervisor	Resignation	November 13, 2014
9.	Motley, Josephine	Liberty General Kitchen Help	Resignation	October 17, 2014
10.	Ortiz-Fuentes, Irma	Marvine Family Center (.5) 0-3 Secretary/ Clerk, 12 months	Retirement	November 13, 2014
11.	Stapinski, Judy	Northeast General Kitchen Help	Resignation	October 24, 2014
12.	Villa, Nury	Bus Driver	Resignation	October 22, 2014

24. Resignations**RECOMMENDATION:*****C. Miscellaneous***

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Braxmeier, Maria	Broughal Head Field Hockey Coach	Resignation	2014-2015 school year
2.	Turanchik, Maryann	Broughal Assistant Volleyball Coach	Resignation	2014-2015 school year

25. Termination**RECOMMENDATION:*****A. Noninstructional***

	EMPLOYEE NUMBER	ASSIGNMENT	REASON	EFFECTIVE
1.	105500	Liberty C-1 Custodian	Cause	September 18, 2014

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

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Burzynski, Brian	Nitschmann Computer Teacher	Family Medical Leave of Absence	December 2, 2014, until the end of the day on January 26, 2015
2.	Gillespie, Stacia	William Penn Grade 3 Teacher	Family Medical Leave of Absence	October 28, 2014, until the end of the day on November 25, 2014
3.	Hintosh, Jenna	Asa Packer Grade 1 Teacher	Family Medical Leave of Absence	December 8, 2014, until the end of the day on January 30, 2015
4.	Metz, Timothy	East Hills Health & Physical Education Teacher	Family Medical Leave of Absence	October 27, 2014, until the end of the day on November 3, 2014

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

	NAME	ASSIGNMENT	REASON	EFFECTIVE
5.	Smith, Janice	Miller Heights Grade 4 Teacher	Family Medical Leave of Absence	October 27, 2014, intermittently, until the end of the day on January 27, 2015
6.	Yoder, Michelle	Spring Garden Grade 2 Teacher	Family Medical Leave of Absence	December 5, 2014, until the end of the day on January 30, 2015

B. Noninstructional

	NAME	ASSIGNMENT	REASON	EFFECTIVE
1.	Wetherill, Maria	East Hills 0-3 Secretary	Family Medical Leave of Absence	November 2, 2014, intermittently, until the end of the day on November 2, 2015

27. *Nominations***RECOMMENDATION:*****A. Administrative***

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Takacs, Nicholas	Chief Technology Officer	\$110,000, prorated	December 1, 2014

B. Instructional

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Egan, Sarah	Fountain Hill Reading Teacher <i>Long-term Substitute</i>	\$44,355, prorated Bachelor's, Step 1	To be determined, terminating at the end of the 2014- 2015 school year, or upon the return of S. Yerk, whichever occurs first

BETHLEHEM AREA SCHOOL DISTRICT CONTRACT FOR EMPLOYMENT OF CHIEF TECHNOLOGY OFFICER

THIS CONTRACT is made and entered into this 17th day of November, 2014, by and between the Board of School Directors of the Bethlehem Area School District, with offices located at 1516 Sycamore Street, Bethlehem, Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors"), and Nicholas Takacs (hereinafter referred to as "Mr. Takacs").

WHEREAS, the Board of School Directors, at a regularly scheduled meeting, duly and properly called on the 17th day of November, 2014, did appoint Mr. Takacs as Chief Technology Officer of the District for a term commencing on December 1, 2014 and terminating upon the close of business on June 30, 2018; and

WHEREAS, the parties agree that Mr. Takacs shall perform the duties of Chief Technology Officer in and for the building and grounds in the District, as prescribed by the laws of the Commonwealth of Pennsylvania and by the rules and regulations made thereunder by the Board of School Directors; 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. **Incorporation of Recitals.** The above recitals do form a part of this Contract and are incorporated herein by reference thereto.
2. **Term.**
 - (a) The Board has employed Mr. Takacs and Mr. Takacs hereby accepts said employment as Chief Technology Officer of the District for term ("Term" or "Contract Term") commencing on December 1, 2014 and terminating upon the close of business on June 30, 2018.
 - (b) This Contract shall terminate immediately upon the expiration of the aforesaid Contract Term unless the Contract is sooner modified, terminated, or renewed automatically in accordance with this Contract.
3. **Authority of District and Mr. Takacs.**

The District, on its own behalf and on behalf of the electors of the District, and Mr. Takacs, individually, 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.
4. **Professional Qualifications.**

Mr. Takacs covenants that he possesses all of the qualifications that are necessary to serve as the Chief Technology Officer and that he will maintain the same throughout the Contract Term.

5. Duties and Responsibilities.

- (a) Mr. Takacs agrees to perform faithfully and professionally the duties of Chief Technology Officer in accordance with the provisions of the School Code and the rules, regulations, and policies of the Board. The duties and responsibilities of Mr. Takacs are set forth in the attached Job Description for the Chief Technology Officer, marked Exhibit "A" and made a part hereof. Mr. Takacs's Job Description may be amended from time to time based upon the sole administrative discretion of the District Superintendent. The administration of school policy and the direction of District employees shall be through the District Superintendent. Mr. Takacs shall report to the District Superintendent. Mr. Takacs shall serve as advisor to regular and special Board meetings and Board committee meetings¹ on matters affecting the District.
- (b) Mr. Takacs agrees to devote his full time, attention, skills and labor to his employment as Chief Technology Officer during the Contract Term, provided, however, that Mr. Takacs may undertake consultative work, speaking engagements, writing, lecturing, or others professional activities with prior written approval from the District Superintendent when performed during normal working hours, provided such work does not affect Mr. Takacs's duties as set forth in Exhibit "A", as amended pursuant to the District Superintendent's discretion.

6. Compensation – Salary and Benefits.

(a) Salary.

- (i) Effective December 1, 2014, Mr. Takacs's annual salary shall be **One Hundred and Ten Thousand and 00/100 Dollars (\$110,000)**, plus any increases thereafter made in accordance with this subparagraph 6(a) ("Salary").
- (ii) Mr. Takacs's 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 Mr. Takacs.
- (iii) The Board hereby retains the right to adjust Mr. Takacs's Salary during the Contract Term; provided, however, that any such adjustment shall not decrease Mr. Takacs's Salary during the Contract Term, or through any amendment or extension of this Contract Term, unless agreed to in writing by Mr. Takacs.
- (iv) On July 1, 2015, July 1, 2016, and July 1, 2017, the Board may provide an increase to Mr. Takacs's Salary, in its sole discretion, provided that Mr. Takacs's performance is not rated unsatisfactory for the immediately preceding school year in accordance with the provisions of this Contract.
- (v) The District, in so adjusting Mr. Takacs's Salary, shall not be considered to have entered into a new contract with Mr. Takacs or to have extended the Contract Term.

(b) Disability Insurance.

- (i) 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 Mr. Takacs, which policy shall provide monthly disability income to Mr. Takacs in an amount equal to Seventy Percent (70%) of Mr. Takacs's gross monthly Salary as of the date upon which disability payments begin pursuant to this subparagraph 6(b)(i). The policy shall entitle Mr. Takacs 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.
- (ii) The obligation set forth in this subparagraph 6(b) shall survive the termination of this Contract, provided, however, that this obligation shall terminate in the event that Mr. Takacs's employment with the District is terminated for cause for the reasons specified in Section 5-514 of the Public School Code.

¹ Regarding Board committee meetings, as needed upon the request of the District Superintendent.

- (c) **Reimbursements.** The District will reimburse Mr. Takacs for all reasonable expenses incurred in the performance of his duties, upon presentation by Mr. Takacs of a written, itemized account of such expenditures, including, but not limited to:
- (i) The use of a Smart phone and laptop computer with wireless capability; and
 - (ii) Mileage for District-related business at the then IRS rate for the use of a private automobile.
- (d) **Professional Associations and Meetings.** The District shall pay the dues for Mr. Takacs's memberships in appropriate professional associations, upon the District Superintendent's written approval. Mr. Takacs may attend professional meetings at the local, state, and national level at the District's expense upon the District Superintendent's prior written approval.
- (e) **Vacation Leave/Holidays.**
- (i) Upon the commencement of this Agreement, Mr. Takacs shall receive twelve (12) days of vacation leave with full pay. On July 1, 2015 and July 1, 2016, Mr. Takacs shall be credited with twenty (20) days of vacation leave with full pay. Unused vacation days may be carried over to subsequent District fiscal years at a rate of ten (10) days per fiscal year. Carryover days shall accrue from District fiscal year to year without limit. Mr. Takacs agrees to notify the District Superintendent in writing at least five (5) days in advance of 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 District Superintendent in writing as soon as practicable.
 - (ii) Upon the commencement of this Agreement, Mr. Takacs shall be entitled to up to two (2) days of paid personal leave. On July 1, 2015 and July 1, 2016, Mr. Takacs shall be entitled to three (3) days of paid personal leave. Personal leave days shall not accumulate from District fiscal year to year. Unused days will be converted to sick leave, day for day, at the end of each District fiscal year of this Contract.
 - (iii) On June 30th of each year of this Contract, the District shall pay Mr. Takacs his then-current rate of pay for a maximum of five (5) days of unused vacation leave. "Per diem rate of pay" as the term is used throughout this Contract shall equal Mr. Takacs's gross annual Salary divided by two hundred and sixty (260).
 - (iv) The District shall pay Mr. Takacs 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 Mr. Takacs his then-current per diem rate of pay for each day of unused vacation.
 - (v) Mr. Takacs shall be entitled to receive, with full pay, all holidays available to administrative employees covered under the District's then-current Act 93 Instructional Meet and Discuss Agreement ("Act 93 Agreement"), adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). The District's current Act 93 Agreement is attached hereto, made a part hereof and marked Exhibit "B".
 - (vi) For purposes of this subparagraph 6(e), "District fiscal year" shall mean July 1 to June 30.
- (f) **Act 93 Agreement Benefits.** All benefits not specifically set forth in this Agreement shall be no less than those granted in the Act 93 Agreement. Mr. Takacs shall be entitled to any additional benefits obtained or bound by any concessions made by the Instructional Meet And Discuss Group and any benefits obtained or concessions made in a successor Act 93 Agreement. Nothing contained herein shall preclude the District from providing additional benefits and incentives to Mr. Takacs as may be agreed to in writing by the parties.

7. Assessment of Performance.

- (a) The Superintendent shall evaluate, in writing, the performance of Mr. Takacs at least once a year during the Contract Term, 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 based upon the performance of all duties and responsibilities of Mr. Takacs as Chief Technology Officer as set forth in Exhibit "A" hereto (as amended pursuant to the District Superintendent's discretion), the provisions of the School Code, and the rules, regulations, and policies of the Board as now or hereafter adopted.
- (b) A copy of the written evaluation shall be delivered to Mr. Takacs. Mr. Takacs shall have the right to make a written response to the evaluation. The District Superintendent's evaluation and Mr. Takacs'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. Mr. Takacs's performance shall be deemed satisfactory and Mr. Takacs 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.

8. Termination. This Contract may be terminated prior to the end of the Contract Term as follows:

- (a) **For Cause.** Mr. Takacs shall be subject to discharge from employment and termination of this Contract for valid and just cause for the reasons specified in Section 5-514 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for Mr. Takacs's dismissal and Mr. Takacs 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, Mr. Takacs 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 Mr. Takacs. Mr. Takacs shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against Mr. Takacs are not sustained and/or should Mr. Takacs prevail in any hearing or appeal, the Board shall reimburse Mr. Takacs for all legal fees and expenses incurred by Mr. Takacs in the proceedings. In the event that Mr. Takacs is terminated from employment for valid and just cause pursuant to this subparagraph 8(a): 1) Mr. Takacs 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) Mr. Takacs shall not be eligible for District medical benefits beyond the effective date of termination.
- (b) **Resignation.** This Contract may be unilaterally terminated at any time without penalty by Mr. Takacs's resignation; provided, however, that Mr. Takacs gives the Board at least sixty (60) days' written notice prior to the effective date of the resignation unless a lesser time period is mutually agreed upon in writing. If this Contract is terminated in this manner, the District shall immediately pay and provide to Mr. Takacs all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, Mr. Takacs earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract.
- (c) **Disability.**
 - (i) Should Mr. Takacs 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 Mr. Takacs, will make the performance of his duties

impossible, the Board has the option to terminate Mr. Takacs's employment, upon sixty (60) days' prior written notice to Mr. Takacs; Mr. Takacs's date of termination from employment shall not become effective until the date upon which Mr. Takacs receives written notice of termination from employment or has exhausted all accrued sick days, whichever last occurs.

- (ii) Upon termination of Mr. Takacs's employment pursuant to this subparagraph 8(c), the District shall immediately pay to Mr. Takacs all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, Mr. Takacs 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.
- (iii) In the event that Mr. Takacs's employment is terminated pursuant to this subparagraph 8(c), Mr. Takacs 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) Death. This Contract shall be terminated upon Mr. Takacs's death, at which time the District shall pay to Mr. Takacs's estate and/or heirs all of the aggregate compensation, salary, and benefits that Mr. Takacs earned, accrued, and/or is entitled to under this Contract through the date of Mr. Takacs's death.

9. Reappointment.

The Board shall provide Mr. Takacs with periodic opportunities to discuss his relationship with the District 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 Mr. Takacs's Contract for another Term, the Board shall notify Mr. Takacs in writing by certified mail, no later than one hundred and fifty (150) days prior to the expiration of the Contract, of the Board of School Directors' intent not to reappoint him. Should Mr. Takacs not be so notified, he shall be reappointed at the next regular business Board meeting following July 1, 2018, for a term of three (3) years and the terms and conditions of this Contract shall be incorporated into a successor contract, unless otherwise mutually agreed in writing by the Board and Mr. Takacs.

10. Modification.

This Contract shall not be amended, changed or modified, except in writing approved of and signed by Mr. Takacs and approved of by the Board and signed by a duly authorized officer(s) of the Board.

11. 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.

12. Obligations.

This Contract shall be binding upon and shall inure to the benefit of the District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of Mr. Takacs and, to the extent applicable, his personal representatives and heirs.

13. Statutory Reference.

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Pennsylvania Public School Code.

14. 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.

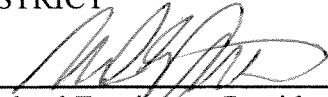
15. Applicable Law/Jurisdiction.

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.

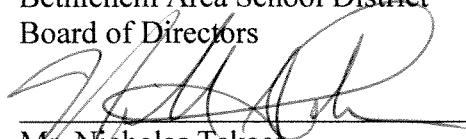
IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST

BETHLEHEM AREA SCHOOL
DISTRICT



Michael Faccinnetto, President
Bethlehem Area School District
Board of Directors



Mr. Nicholas Takacs



WITNESS

27. *Nominations*

RECOMMENDATION:

B. Instructional (continued)

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
2.	Eshbaugh, Rachel	Farmersville Grade 5 Teacher <i>Long-term Substitute</i>	\$44,355, prorated Bachelor's, Step 1	November 18, 2014, terminating at the end of the 2014- 2015 school year, or upon the return of J. Lausch, whichever occurs first
3.	Pearson, MacLean	Liberty Physics Teacher <i>Long-term Substitute</i>	\$44,355, prorated Bachelor's, Step 1	On or after November 18, 2014, terminating at the end of the 2014- 2015 school year, or upon the return of M. Leeson, who has been temporarily reassigned, which- ever occurs first
4.	Webb, Robert	Liberty Special Education Emotional/Learning Support Teacher <i>Professional Employee</i>	\$49,884, prorated Master's, Step 4	On or after November 18, 2014

27. *Nominations***RECOMMENDATION:***C. Noninstructional*

	NAME	ASSIGNMENT	SALARY	EFFECTIVE
1.	Antol, William Drakeford, Gail Koch, Deborah Williams, Crystal	Part-time Bus Drivers	\$17.27 per hour	To be determined upon completion of training/testing
2.	Kurtz, Dale	Governor Wolf Teacher Assistant General Duty, 3 hours daily	\$15.58 per hour	November 18, 2014
3.	Rodriguez, Yaritza	Marvine Family Center Family Development Specialist	\$34,158, prorated Noninstructional Meet and Discuss Category K-12, Step 7	November 18, 2014
4.	Sampson, Jenice	Governor Wolf Teacher Assistant Kindergarten Support 6.75 hours daily	\$15.08 per hour	December 1, 2014 terminating at the end of the 2014-2015 school year

27. *Nominations*

RECOMMENDATION:

D. Miscellaneous

	NAME	ASSIGNMENT	SALARY
1.		Coaches	
		<i>Broughal</i>	
	Chandler, Barbara	Assistant Volleyball	\$1,377
	Reed, Christine	Assistant Field Hockey	1,377
	Reiss, Thomas	Head Cross Country	2,118
		<i>East Hills</i>	
	Williams, Jeremy	Assistant Boys Basketball	2,594
	Howells, Eva	Assistant Girls Basketball	2,203
		<i>Freedom</i>	
	Parra, Anthony	(.5) Assistant Softball	1,790
	McCready, Michael	Boys Basketball	<i>Volunteer</i>
		<i>Liberty</i>	
	Stein, William	Boys Basketball	<i>Volunteer</i>
	Jenkins, Horace, Jr.	Assistant Girls Basketball	4,406
	Parham, James	(.5) Assistant Football	3,243
	Sivick, Bernadine	Head Girls Lacrosse	5,507
	Porrata, Omar	Wrestling	<i>Volunteer</i>
2.		Extracurricular Activity	
		Advisors	
		<i>Freedom</i>	
	Nickens, Tomacene	NAACP Youth Council	\$349
		<i>Liberty</i>	
	Landis, Heidi	Anime Club	388
	Nickens, Tomacene	NAACP Youth Council	349
3.		Fruit and Vegetable Program (hours to be determined)	
	Dzienis, Jayne	Donegan	To be paid regular hourly rate (grant funded)
	Traupman, Linda	Donegan	
	Brauchle, Rosemary	Fountain Hill	
	Colon, Carmen	Fountain Hill	
	Rupert, Gwynn	Freemansburg	
	Read, Helen	Lincoln	
	Price, Lynda	Marvine	
	Transue, Jacqueline	Thomas Jefferson	
	Bruno, Paulette	William Penn	

27. *Nominations*

RECOMMENDATION:

D. Miscellaneous

	NAME	ASSIGNMENT	SALARY
4.		Middle School – Team Leaders	
		<i>Broughal</i>	
	McKellin, Janice	Related Arts (6 person)	\$776
	Putlock, Amy	Related Arts (5 person)	714
		<i>East Hills</i>	
	Ketter-Steger, Kathleen	Related Arts (11 person)	992
	Sparks, William	Related Arts (13 person)	992
		<i>Nitschmann</i>	
	Ellis, Lara	Related Arts (10 person)	992
	Sierra, Trinidad	Related Arts (10 person)	992
		<i>Northeast</i>	
	McLaughlin, Robert	Related Arts (10 person)	992
	Parker, Denise	Related Arts (10 person)	992
5.		Team Leaders	
		<i>Broughal</i>	
	Montanari, Nancy	Grade 7 – 5 person (.5)	\$734
	Wilmore, Karen	Grade 7 – 5 person (.5)	734
6.		Webmaster	
	Bothwell, Dawn	Broughal	\$781, prorated effective exit date of M. Gross
7.	Exceptional students listed on confidential page	Work Experience/Job Training	\$7.25 per hour

E. Substitutes

NONINSTRUCTIONAL	
Fox, Cindy	Romig, Michael
Miceli, Debra	

28. Reassignments**RECOMMENDATION:*****A. Instructional***

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Layton, Jennifer	From: Liberty Special Education Teacher To: District-wide Middle School Level Educational Support Teacher	\$54,733 Master's, Step 9	On or after November 18, 2014

B. Noninstructional

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Andino, Glenda	From: Donegan Child Care, Assistant Center Supervisor, 4.5 hours daily, 12 months, split shift To: Donegan Child Care, Assistant Center Supervisor, 5.5 hours daily, 12 months, split shift	\$12.19 per hour	November 18, 2014
2.	DeLuca, Maria	From: Nitschmann General Kitchen Help 3.5 hours daily, lunch To: East Hills General Kitchen Help 3.5 hours daily, lunch	\$13.93 per hour	November 18, 2014

28. Reassignments**RECOMMENDATION:*****B. Noninstructional***

	NAME	FROM/TO	SALARY	EFFECTIVE
3.	Marushak, Eleanor	From: Liberty General Kitchen Help 3.5 hours daily, lunch To: Thomas Jefferson General Kitchen Help 3.25 hours daily, lunch	\$12.61 per hour	November 18, 2014
4.	Molinaro, Sarah	From: Farmersville Child Care, Aide 2 hours daily, 12 months, straight shift To: James Buchanan Child Care, Assistant Center Supervisor, 4.5 hours daily, 12 months, split shift	\$12.19 per hour	November 18, 2014
5.	Price, Lynda	From: Nitschmann Cook, 7.5 hours daily To: Freedom Cook, 7.5 hours daily	\$16.82 per hour	November 18, 2014

C. Miscellaneous

	NAME	FROM/TO	SALARY	EFFECTIVE
1.	Stallings, Maurice	From: Liberty (.5) Assistant Football Coach To: Liberty 1.0 Assistant Football Coach	\$6,486	2014-2015 school year

Human Resources Items

President Faccinetto asked Director Patrick for a motion to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Director Patrick made a motion and seconded by Director Bonilla to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Human Resources Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Dr. Roy introduced Nicholas Takacs as the new Chief Technology Officer. He also wanted to thank the Board for their support in renewing Mr. Giordano's contract as Chief Human Resources Officer, and Mr. Stein's contract as Chief Facilities and Operations Officer.

29. *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 21, 2014

Repscher, Emily

Calypso/Marvine, Physical Education Teacher

EFFECTIVE: November 16, 2014

Clymer, Jill

Farmersville, Grade 2 Teacher

Torres, Andrea

Northeast, Grade 6 Teacher

Woodring, Margaret

Fountain Hill, Grade 3 Teacher

Human Resources Items

President Faccinetto asked Director Patrick for a motion to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

Director Patrick made a motion and seconded by Director Bonilla to approve Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29.

President Faccinetto asked if there was any discussion regarding these items. Seeing none, he called for a roll call vote for the Human Resources Agenda Items.

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for Human Resources Agenda Items 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29

Budgetary Transfers

RECOMMENDATION:

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

President Faccinetto asked Director McKeon for a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 34); Treasurer's Reports (Page 35); Monthly Bills (Page 36); and Budget Information (Page 37).

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

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

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for the Financial Report/Payment of Bills

November, 2014

**Bethlehem Area School District
2014-15 BUDGET TRANSFERS**

<u>FROM ACCOUNT</u>	<u>ACCT DESCRIPTION</u>	<u>TO ACCOUNT</u>	<u>ACCT DESCRIPTION</u>	<u>AMOUNT</u>	<u>REASON/ITEM PURCHASED</u>
10-2240-610-000-20-240-000-400-0000	Comp Asst Instr-General Supplies	10-1100-610-000-20-240-109-400-0000	Instr- Teaming Supplies	\$ 200.00	Team Expenses
10-2240-767-000-20-240-535-400-0000	Comp Asst Instr-Equip Tech Repl	10-1100-610-000-20-240-109-400-0000	Instr- Teaming Supplies	\$ 300.00	Team Expenses
10-1340-610-000-20-240-000-400-0000	Home Ec- General Supplies	10-1100-610-000-20-240-109-400-0000	Instr- Teaming Supplies	\$ 1,300.00	Team Expenses
10-2380-610-000-20-240-000-400-0000	Principal-Communications	10-1100-610-000-20-240-109-400-0000	Instr- Teaming Supplies	\$ 1,000.00	Team Expenses
10-2220-610-000-20-240-535-400-0000	Tech Spt-General Supplies	10-1100-610-000-20-240-109-400-0000	Instr- Teaming Supplies	\$ 500.00	Team Expenses
10-2220-767-000-20-240-535-400-0000	Tech Spt-Equip Tech Repl	10-1100-610-000-20-240-109-400-0000	Instr- Teaming Supplies	\$ 500.00	Team Expenses
10-2120-610-000-20-240-000-400-0000	Guidance-General Supplies	10-1100-610-000-20-240-109-400-0000	Instr- Teaming Supplies	\$ 100.00	Team Expenses
10-2240-610-000-20-240-000-400-0000	Comp Asst Instr-General Supplies	10-1100-610-000-20-240-120-400-0000	Instr-Art Supplies	\$ 293.13	Art Supplies
10-2120-894-000-20-240-000-400-0000	Guidance-Student Fees	10-1100-610-000-20-240-120-400-0000	Instr-Art Supplies	\$ 97.30	Art Supplies
10-2600-438-000-20-240-642-400-0000	Facilities-Tech Maint	10-1100-610-000-20-240-120-400-0000	Instr-Art Supplies	\$ 247.75	Art Supplies
10-1100-757-000-20-240-535-400-0000	Instr-Equip Tech Orig	10-1100-610-000-20-240-121-400-0000	Instr-Music Supplies	\$ 1,000.00	Music Supplies
10-2380-810-000-20-240-000-400-0000	Principal-Dues & Fees	10-1100-610-000-20-240-121-400-0000	Instr-Music Supplies	\$ 500.00	Music Supplies
10-2380-757-000-20-240-535-400-0000	Principal-Equip Tech	10-1100-610-000-20-240-121-400-0000	Instr-Music Supplies	\$ 500.00	Music Supplies
10-2120-894-000-20-240-000-400-0000	Guidance-Student Fees	10-1100-610-000-20-240-121-400-0000	Instr-Music Supplies	\$ 252.70	Music Supplies
10-3210-810-000-20-240-000-400-0000	Student Activity-Dues & Fees	10-1100-610-000-20-240-180-400-0000	Instr-Science Supplies	\$ 250.00	Science Supplies
10-3210-610-000-20-240-000-400-0000	Student Activity-General Supplies	10-1100-610-000-20-240-180-400-0000	Instr-Science Supplies	\$ 600.00	Science Supplies
10-2240-767-000-20-240-535-400-0000	Comp Asst Instr-Equip Tech Repl	10-1100-610-000-20-240-180-400-0000	Instr-Science Supplies	\$ 460.00	Science Supplies
10-1100-757-000-10-118-535-180-0000	Instr-Equip Tech Orig	10-1100-650-000-10-118-535-180-0000	Instr-Tech Supplies	\$ 190.32	Read 180 Headphones
10-2600-438-000-20-240-642-400-0000	Facilities-Tech Maint	10-1100-810-000-20-240-000-400-0000	Instr-Dues & Fees	\$ 100.00	NAEA Membership
10-1340-640-000-20-244-000-440-0000	FCS-Books/Periodicals	10-1340-432-000-20-244-000-440-0000	FCS-Equip Repairs/Maint	\$ 50.00	Sewing Machine Repairs
10-1360-610-000-30-350-000-500-0000	Business Ed-General Supplies	10-1360-757-000-30-350-535-500-0000	Business Ed-Equip Tech Orig	1 \$ 3,527.78	Broadcasting Equipment
10-1190-610-411-00-000-000-000-0000	Fed Instr Pgms-General Supplies	10-1450-610-432-10-100-000-000-2014	Instr Pgms After Sch-Supplies	2 \$ 726.15	Realign Budget to Actual
10-1801-580-217-10-125-000-000-0000	Pre-K-Travel	10-1801-332-217-10-105-000-000-0000	Pre-K-Sub Teachers	3 \$ 4,950.00	Realign Budget to Actual
10-5900-840-000-00-000-000-000-0000	Budgetary Reserve	10-2120-894-102-30-300-000-000-0000	Guidance-Student Fees Reimb	\$ 15,000.00	PSAT Exam Fees Reimbursable
10-1100-610-000-20-244-000-440-0000	Instr-General Supplies	10-2250-610-000-20-244-000-440-0000	Library-General Supplies	\$ 42.00	Library Supplies
10-2834-324-000-00-000-000-DT0-0000	Staff Dev Non Instr Certified-Train & Dev	10-2260-330-000-00-000-000-DT0-0000	C & I- Other Prof Svcs	4 \$ 10,000.00	LV PBS Education Consortium

November, 2014

**Bethlehem Area School District
2014-15 BUDGET TRANSFERS**

<u>FROM ACCOUNT</u>	<u>ACCT DESCRIPTION</u>	<u>TO ACCOUNT</u>	<u>ACCT DESCRIPTION</u>	<u>AMOUNT</u>	<u>REASON/ITEM PURCHASED</u>
10-2269-580-000-00-000-119-LF0-0000	Special Ed-Travel	10-2271-324-000-00-000-119-LF0-0000	Instr Staff Dev- Training & Dev	\$ 2,700.10	Step by Step Learning
10-1190-329-411-10-105-037-000-0000	Fed Instr Pgms-Other Prof Ed Svcs	10-2271-329-411-10-114-000-000-0000	Instr Staff Dev-Other Prof Ed Svcs	\$ 40,000.00	Step by Step Learning
10-1190-610-411-00-000-000-000-0000	Fed Instr Pgms-General Supplies	10-2271-329-411-10-114-000-000-0000	Instr Staff Dev-Other Prof Ed Svcs	\$ 75,000.00	Step by Step Learning
10-2660-751-000-20-240-000-400-0000	Security-Equip	10-2380-610-000-20-240-000-400-0000	Principal-General Supplies	\$ 300.00	Office Supplies
10-3210-810-000-20-240-000-400-0000	Student Activity-Dues & Fees	10-2380-610-000-20-240-000-400-0000	Principal-General Supplies	\$ 50.00	Office Supplies
10-1100-332-000-00-000-000-000-0000	Instr-Sub Teachers	10-2500-330-000-00-000-000-GA0-0000	Business-Other Prof Svcs	\$ 6,084.00	Interim Business Svcs
10-2380-751-000-30-353-000-530-0000	Principal-Equip Orig	10-2660-751-000-30-353-000-530-0000	Security- Equip Orig	\$ 306.03	2-Way Radio
10-2600-450-000-00-000-000-NE0-0000	Facilities-Construction Svcs	10-2660-758-000-30-350-535-NE0-0000	Security-Equip Tech Orig	\$172,118.61	Security Cameras & Integration
10-2250-767-000-00-000-535-TE0-0000	Library-Equip Tech-Repl	10-2818-348-000-00-000-535-TE0-0000	System Wide Tech Svcs-Prof Tech Svcs	5 \$ 14,557.50	Network Svcs & Support
10-1290-580-000-10-100-119-LF0-0000	Special Ed Other -Travel	10-2834-324-000-00-000-119-LF0-0000	Staff Dev-Non Instr Certified-Training & Dev	\$ 500.00	Mental Health Speaker
10-5900-840-000-00-000-000-000-0000	Budgetary Reserve	10-2840-348-000-00-000-535-TE0-0000	Data Processing-Tech Sprt Svcs	\$ 69,000.00	IT Transformation Project/Interim CIO
10-3250-610-000-30-300-900-DU0-0000	Athletics-General Supplies	10-3250-761-000-30-353-908-DU0-0000	Athletics-Equip Repl	\$ 1,735.00	Swimming Touch Pads
10-3300-329-411-10-100-000-000-0000	Community Svcs-Prof Ed Svcs	10-3300-123-411-20-240-000-000-0000	Community Svcs-Teacher OT	\$ 500.00	Parent Involvement
10-3300-329-411-10-100-000-000-0000	Community Svcs-Prof Ed Svcs	10-3300-123-411-20-242-000-000-0000	Community Svcs-Teacher OT	6 \$ 4,000.00	Parent Involvement
10-3300-329-411-10-100-000-000-0000	Community Svcs-Prof Ed Svcs	10-3300-193-411-20-240-000-000-0000	Community Svcs-Instr Asst OT	\$ 160.00	Parent Involvement
10-3300-329-411-10-100-000-000-0000	Community Svcs-Prof Ed Svcs	10-3300-193-411-20-242-000-000-0000	Community Svcs-Instr Asst OT	\$ 200.00	Parent Involvement
10-3300-329-411-10-100-000-000-0000	Community Svcs-Prof Ed Svcs	10-3300-220-411-20-240-000-000-0000	Community Svcs-Social Security	\$ 50.00	Parent Involvement
10-3300-329-411-10-100-000-000-0000	Community Svcs-Prof Ed Svcs	10-3300-220-411-20-242-000-000-0000	Community Svcs-Social Security	\$ 320.00	Parent Involvement
10-3300-329-411-10-100-000-000-0000	Community Svcs-Prof Ed Svcs	10-3300-230-411-20-240-000-000-0000	Community Svcs-Retirement	\$ 141.00	Parent Involvement
10-3300-329-411-10-100-000-000-0000	Community Svcs-Prof Ed Svcs	10-3300-230-411-20-242-000-000-0000	Community Svcs-Retirement	7 \$ 900.00	Parent Involvement
10-3300-329-411-10-100-000-000-0000	Community Svcs-Prof Ed Svcs	10-3300-635-411-20-242-000-000-0000	Community Svcs-Meals/Refreshments	8 \$ 6,548.00	Realign Budget to Actual

Treasurer's Reports

RECOMMENDATION:

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

President Faccinetto asked Director McKeon for a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 34); Treasurer's Reports (Page 35); Monthly Bills (Page 36); and Budget Information (Page 37).

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

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

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for the Financial Report/Payment of Bills

**Bethlehem Area School District
Treasurer's Report
October 31, 2014**

Fund	Beginning Balance September 30, 2014	Receipts	Disbursements	Ending Balance October 31, 2014
10 - General	22,666,488.62	25,310,411.49	25,899,798.60	22,077,101.51
32 - Capital Reserve	144,379.52	200,257.92	288,516.05	56,121.39
30 - Bond Fund	25,494.08	-	-	25,494.08
50 - Food Service	173,040.68	349,124.79	406,491.61	115,673.86
52 - Daycare	802,507.68	262,077.80	261,129.47	803,456.01
70 - Scholarships	259,308.44	100.01	-	259,408.45
71 - Self Insurance	5,988,747.42	2,457,483.20	2,266,194.31	6,180,036.31
81 - Student Activity	588,745.70	120,716.59	101,315.71	608,146.58
	\$ 30,648,712.14	\$ 28,700,171.80	\$ 29,223,445.75	\$ 30,125,438.19

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	109,367.92	-	-	86,292.33	-	-	-	-	195,660.25
State	9,038,300.07	-	-	4,881.50	-	-	-	-	9,043,181.57
Local*	16,156,532.01	200,000.00	-	257,950.92	262,077.79	100.00	2,457,140.45	120,716.59	19,454,517.76
Interest Earned	6,211.49	257.92	-	0.04	0.01	0.01	342.75	-	6,812.22
Total	25,310,411.49	200,257.92	-	349,124.79	262,077.80	100.01	2,457,483.20	120,716.59	\$ 28,700,171.80

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	16,594,149.84	-	-	378,318.08	247,800.11	-	-	-	17,220,268.03
Operating Expenditures**	5,300,173.42	288,516.05	-	28,173.53	13,329.36	-	2,266,194.31	101,315.71	7,997,702.38
Debt Service	4,005,475.34	-	-	-	-	-	-	-	4,005,475.34
Total	25,899,798.60	288,516.05	-	406,491.61	261,129.47	-	2,266,194.31	101,315.71	\$ 29,223,445.75

*Maturity of \$200K in CDs in Capital Reserve

*Maturity of \$4M in CDs in General Fund

Report of Depositories						
	Wells Fargo	PSDLAF	PA INVEST	PLGIT	KNBT	BTFCU
10 - General	25,517.25	17,589,285.01	2,209,306.20	2,252,993.05		
32 - Capital Reserve		56,121.39				
30 - Bond Fund		25,494.08				
50 - Food Service		115,673.86				
52 - Daycare		803,456.01				
70 - Scholarships		259,408.45				
71 - Self Insurance		6,180,036.31				
81 - Student Activity		513,971.04				
	25,517.25	25,543,446.15	2,209,306.20	2,252,993.05	94,175.54	-
					94,175.54	\$ 30,125,438.19

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
October 31, 2014**

<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	09/23/14	12/16/14	84	\$97,000,000.00	\$97,000,000.00	0.100%		\$22,323.29
	PSDLAF	CD PSDLAF Collateralized CD Pool Term	09/25/14	06/30/15	278	\$5,000,000.00	\$5,000,000.00	0.200%		\$7,616.44
General Fund Total						\$102,000,000.00	\$102,000,000.00			\$7,616.44
Capital Reserve	PSDLAF	CD PSDLAF Collateralized CD Pool Term	09/23/14	12/16/14	84	\$2,900,000.00	\$2,900,000.00	0.100%		\$667.40
Capital Reserve Total						\$2,900,000.00	\$2,900,000.00			\$667.40
Self-Insurance	PSDLAF	CD PSDLAF Collateralized CD Pool Term	09/23/14	12/16/14	84	\$4,500,000.00	\$4,500,000.00	0.100%		\$1,035.62
Self-Insurance Total						\$4,500,000.00	\$4,500,000.00			\$1,035.62

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 for a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 34); Treasurer's Reports (Page 35); Monthly Bills (Page 36); and Budget Information (Page 37).

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

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

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinetto

Motion passes 9-0 for the Financial Report/Payment of Bills

Budget Information

INFORMATION:

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

President Faccinnetto asked Director McKeon for a motion to approve the Financial Reports/Payment of Bills as follows: Budgetary Transfers (Page 34); Treasurer's Reports (Page 35); Monthly Bills (Page 36); and Budget Information (Page 37).

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

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

Yes – Directors Sinkler, Vidanage, Bonilla, Cann, McKeon, Neiman, Ortiz, Patrick and President Faccinnetto

Motion passes 9-0 for the Financial Report/Payment of Bills

Condensed IV Board Summary Report

From 10/01/2014 To 10/31/2014

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
1100 INSTRUCTION - REG PROG ELEM/SECONDARY						
100 SALARY	49,067,696.00	5,834,857.50	9,714,746.82	0.00	19.79	39,352,949.18
200 EMPLOYEE BENEFITS	30,987,268.00	3,029,716.98	8,026,181.60	0.00	25.90	22,961,086.40
300 PURCHASED PROF & TECH	1,712,022.00	79,185.20	319,897.56	0.00	18.68	1,392,124.44
400 PURCHASED PROPERTY SVC	300,258.00	25,544.38	67,884.54	15,872.00	27.89	216,501.46
500 OTHER PURCHASED SVCS	17,255,174.00	1,567,761.28	4,239,351.13	0.00	24.56	13,015,822.87
600 SUPPLIES	1,770,827.68	190,682.09	1,288,890.57	80,753.35	77.34	401,183.76
700 PROPERTY	301,361.06	14,218.44	102,862.70	37,839.28	46.68	160,659.08
800 OTHER OBJECTS	43,043.00	0.00	441.00	143.00	1.35	42,459.00
Total	101,437,649.74	10,741,965.87	23,760,255.92	134,607.63	23.55	77,542,786.19
1200 INSTRUCTION - SPEC PROG ELEMEN/SECOND						
100 SALARY	11,057,588.00	1,304,817.83	2,167,950.19	0.00	19.60	8,889,637.81
200 EMPLOYEE BENEFITS	6,885,169.00	675,068.60	1,836,804.81	0.00	26.67	5,048,364.19
300 PURCHASED PROF & TECH	7,093,753.00	308,030.05	1,189,467.92	0.00	16.76	5,904,285.08
400 PURCHASED PROPERTY SVC	15,535.00	1,294.34	3,725.63	337.39	26.15	11,471.98
500 OTHER PURCHASED SVCS	3,702,927.00	441,527.13	901,708.24	450.00	24.36	2,800,768.76
600 SUPPLIES	161,378.00	1,389.30	27,744.68	11,410.26	24.26	122,223.06
700 PROPERTY	16,500.00	2,281.50	6,186.75	289.90	39.25	10,023.35
800 OTHER OBJECTS	18,500.00	0.00	0.00	0.00	0.00	18,500.00
Total	28,951,350.00	2,734,408.75	6,133,588.22	12,487.55	21.22	22,805,274.23
1300 INSTRUCTION - VOCATIONAL EDUCATION						
100 SALARY	2,805,171.00	288,043.95	484,755.25	0.00	17.28	2,320,415.75
200 EMPLOYEE BENEFITS	1,473,773.00	135,080.71	353,684.67	0.00	23.99	1,120,088.33
300 PURCHASED PROF & TECH	41,296.00	2,071.04	4,650.24	0.00	11.26	36,645.76
400 PURCHASED PROPERTY SVC	14,106.00	1,189.22	9,311.16	0.00	66.00	4,794.84
500 OTHER PURCHASED SVCS	6,673,562.00	793,827.55	2,952,544.20	3,651,562.00	98.95	69,455.80
600 SUPPLIES	68,736.43	8,707.98	33,682.52	30,584.53	93.49	4,469.38
700 PROPERTY	2,895.57	3,527.78	4,533.54	85.00	159.50 (1)	-1,722.97
Total	11,079,540.00	1,232,448.23	3,843,161.58	3,682,231.53	67.92	3,554,146.89

Condensed IV Board Summary Report

From 10/01/2014 To 10/31/2014

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	362,695.00	20,698.82	208,765.36	0.00	57.55	153,929.64
200 EMPLOYEE BENEFITS	89,652.00	5,991.74	59,834.71	0.00	66.74	29,817.29
300 PURCHASED PROF & TECH	1,747,368.00	11,271.70	197,693.92	0.00	11.31	1,549,674.08
400 PURCHASED PROPERTY SVC	0.00	0.00	0.00	0.00	0.00	0.00
500 OTHER PURCHASED SVCS	521,013.85	28,545.02	28,545.02	0.00	5.47	492,468.83
600 SUPPLIES	2,285.49	132.15	2,678.82	0.00	117.20 (2)	-393.33
700 PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
800 OTHER OBJECTS	4,705.00	0.00	4,705.00	0.00	100.00	0.00
Total	2,727,719.34	66,639.43	502,222.83	0.00	18.41	2,225,496.51
1500 INSTRUCTION - NONPUBLIC SCHOOL PGMS						
100 SALARY	21,950.00	0.00	0.00	0.00	0.00	21,950.00
200 EMPLOYEE BENEFITS	6,554.00	0.00	7.53	0.00	0.11	6,546.47
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
700 PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
Total	28,504.00	0.00	7.53	0.00	0.02	28,496.47
1600 INSTRUCTION - ADULT EDUCATION PROGRAM						
100 SALARY	0.00	0.00	0.00	0.00	0.00	0.00
200 EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
300 PURCHASED PROF & TECH	1,000.00	0.00	0.00	0.00	0.00	1,000.00
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	4,000.00	0.00	0.00	0.00	0.00	4,000.00
1700 INSTRUCTION - COMMUNITY/JR COLLEGE ED						
500 OTHER PURCHASED SVCS	2,294,708.00	186,129.41	805,672.64	1,489,035.36	100.00	0.00
600 SUPPLIES	1,000.00	0.00	0.00	0.00	0.00	1,000.00
Total	2,295,708.00	186,129.41	805,672.64	1,489,035.36	99.95	1,000.00

Condensed IV Board Summary Report

From 10/01/2014 To 10/31/2014

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
1800 INSTRUCTION - PRE-K						
100 SALARY	405,783.00	45,610.47	75,416.37	0.00	18.58	330,366.63
200 EMPLOYEE BENEFITS	281,509.00	25,558.48	74,494.83	0.00	26.46	207,014.17
300 PURCHASED PROF & TECH	0.00	1,094.40	1,094.40	0.00	0.00 (3)	-1,094.40
400 PURCHASED PROPERTY SVC	0.00	0.00	0.00	0.00	0.00	0.00
500 OTHER PURCHASED SVCS	14,823.15	186.80	256.85	0.00	1.73	14,566.30
600 SUPPLIES	25,470.57	3,568.74	6,498.89	1,100.00	29.83	17,871.68
700 PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
800 OTHER OBJECTS	3,192.85	1,377.00	1,553.85	0.00	48.66	1,639.00
Total	730,778.57	77,395.89	159,315.19	1,100.00	21.95	570,363.38

Function 1000 - INSTRUCTION						
Total Expenditure	147,255,249.65	15,038,987.58	35,204,223.91	5,319,462.07	27.51	106,731,563.67
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
	147,255,249.65	15,038,987.58	35,204,223.91	5,319,462.07	27.51	106,731,563.67

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
2100 SUPPORT SERVICES - SUPPORT SVCS-STUDENTS						
100 SALARY	5,447,168.00	610,467.75	1,229,335.76	0.00	22.56	4,217,832.24
200 EMPLOYEE BENEFITS	3,011,769.00	287,026.88	803,249.85	0.00	26.67	2,208,519.15
300 PURCHASED PROF & TECH	279,771.00	6,109.60	10,026.48	0.00	3.58	269,744.52
400 PURCHASED PROPERTY SVC	16,491.00	1,258.98	3,776.94	0.00	22.90	12,714.06
500 OTHER PURCHASED SVCS	10,563.00	355.83	649.53	0.00	6.14	9,913.47
600 SUPPLIES	132,521.52	21,394.51	36,097.25	408.26	27.54	96,016.01
700 PROPERTY	6,600.00	0.00	512.13	512.00	15.51	5,575.87
800 OTHER OBJECTS	3,890.00	1,558.34	2,748.34	0.00	70.65	1,141.66
Total	8,908,773.52	928,171.89	2,086,396.28	920.26	23.42	6,821,456.98
2200 SUPPORT SERVICES - SUPPORT SERVICES-INSTRU						
100 SALARY	3,524,395.00	425,835.53	987,278.87	0.00	28.01	2,537,116.13
200 EMPLOYEE BENEFITS	1,963,523.00	195,505.70	575,512.16	0.00	29.31	1,388,010.84
300 PURCHASED PROF & TECH	206,506.00	226,230.10	294,874.60	0.00	142.79 (4)	-88,368.60
400 PURCHASED PROPERTY SVC	16,457.00	1,887.10	4,947.30	0.00	30.06	11,509.70
500 OTHER PURCHASED SVCS	31,549.23	1,725.47	4,844.12	0.00	15.35	26,705.11
600 SUPPLIES	325,205.95	33,783.16	152,906.38	32,828.99	57.11	139,470.58
700 PROPERTY	44,759.70	111.00	2,510.70	4,739.14	16.19	37,509.86
800 OTHER OBJECTS	14,605.00	0.00	9,115.00	0.00	62.41	5,490.00
Total	6,127,000.88	885,078.06	2,031,989.13	37,568.13	33.77	4,057,443.62
2300 SUPPORT SERVICES - SUPPORT SERVICES-ADMIN						
100 SALARY	5,966,764.00	682,159.46	1,992,253.38	0.00	33.38	3,974,510.62
200 EMPLOYEE BENEFITS	3,113,020.00	304,890.84	1,010,513.65	0.00	32.46	2,102,506.35
300 PURCHASED PROF & TECH	1,364,814.00	63,575.95	203,258.54	0.00	14.89	1,161,555.46
400 PURCHASED PROPERTY SVC	153,806.00	9,270.77	29,220.67	0.00	18.99	124,585.33
500 OTHER PURCHASED SVCS	160,081.00	3,463.34	93,419.85	5,765.57	61.95	60,895.58
600 SUPPLIES	53,833.00	2,535.37	19,472.70	2,215.67	40.28	32,144.63
700 PROPERTY	17,442.26	0.00	1,066.98	3,370.19	25.43	13,005.09
800 OTHER OBJECTS	238,827.00	118,000.00	229,671.22	0.00	96.16	9,155.78

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Account Description		Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
Total		11,068,587.26	1,183,895.73	3,578,876.99	11,351.43	32.43	7,478,358.84
2400	SUPPORT SERVICES - SUPP SVC-PUBLIC HEALTH						
100	SALARY	1,287,342.00	149,354.21	241,965.85	0.00	18.79	1,045,376.15
200	EMPLOYEE BENEFITS	873,618.00	82,787.70	232,837.82	0.00	26.65	640,780.18
300	PURCHASED PROF & TECH	20,872.00	387.00	387.00	0.00	1.85	20,485.00
400	PURCHASED PROPERTY SVC	4,871.00	114.19	342.57	0.00	7.03	4,528.43
500	OTHER PURCHASED SVCS	10,800.00	0.00	0.00	0.00	0.00	10,800.00
600	SUPPLIES	33,310.00	7.29	8,440.72	4,955.33	40.21	19,913.95
700	PROPERTY	10,500.00	0.00	-1,501.16	1,501.16	0.00	10,500.00
800	OTHER OBJECTS	0.00	0.00	0.00	0.00	0.00	0.00
Total		2,241,313.00	232,650.39	482,472.80	6,456.49	21.81	1,752,383.71
2500	SUPPORT SERVICES - SUPP SERVICES-BUSINESS						
100	SALARY	817,532.00	93,265.92	274,070.78	0.00	33.52	543,461.22
200	EMPLOYEE BENEFITS	491,997.00	46,951.78	160,230.13	0.00	32.56	331,766.87
300	PURCHASED PROF & TECH	12,575.00	0.00	8,024.00	0.00	63.80	4,551.00
400	PURCHASED PROPERTY SVC	321,633.00	26,319.49	78,823.21	5,107.17	26.09	237,702.62
500	OTHER PURCHASED SVCS	61,200.00	15,052.62	30,294.79	8,893.73	64.03	22,011.48
600	SUPPLIES	25,300.00	165.46	18,898.52	3,000.00	86.55	3,401.48
700	PROPERTY	28,310.00	211.88	211.88	0.00	0.74	28,098.12
800	OTHER OBJECTS	21,660.00	219.00	481.50	0.00	2.22	21,178.50
Total		1,780,207.00	182,186.15	571,034.81	17,000.90	33.03	1,192,171.29
2600	SUPPORT SERVICES - OP/MAINT PLANT SVCS						
100	SALARY	6,804,686.00	752,829.71	2,115,886.46	0.00	31.09	4,688,799.54
200	EMPLOYEE BENEFITS	4,461,081.00	404,160.52	1,390,381.33	0.00	31.16	3,070,699.67
300	PURCHASED PROF & TECH	535,300.00	20,986.81	74,561.11	38,378.00	21.09	422,360.89
400	PURCHASED PROPERTY SVC	3,639,050.00	293,210.43	883,768.76	293,243.80	32.34	2,462,037.44
500	OTHER PURCHASED SVCS	650,270.00	4,915.94	302,315.70	0.00	46.49	347,954.30
600	SUPPLIES	1,914,258.00	61,752.09	288,853.44	9,317.10	15.57	1,616,087.46
700	PROPERTY	241,610.13	0.00	79,198.65	146,609.08	93.45	15,802.40

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Account Description		Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
800	OTHER OBJECTS	8,000.00	104.00	2,509.25	0.00	31.36	5,490.75
Total		18,254,255.13	1,537,959.50	5,137,474.70	487,547.98	30.81	12,629,232.45
2700	SUPPORT SERVICES - STUDENT TRANSP SERVICES						
100	SALARY	2,993,773.00	392,703.18	658,497.22	0.00	21.99	2,335,275.78
200	EMPLOYEE BENEFITS	2,133,865.00	207,436.53	567,770.21	0.00	26.60	1,566,094.79
300	PURCHASED PROF & TECH	62,965.97	7,354.91	52,820.88	0.00	83.88	10,145.09
400	PURCHASED PROPERTY SVC	68,038.00	4,006.29	32,881.34	0.00	48.32	35,156.66
500	OTHER PURCHASED SVCS	913,374.00	1,218.21	72,811.29	0.00	7.97	840,562.71
600	SUPPLIES	961,980.45	65,317.89	124,285.27	0.00	12.91	837,695.18
700	PROPERTY	5,203.58	0.00	1,074.98	4,071.60	98.90	57.00
800	OTHER OBJECTS	400.00	0.00	0.00	0.00	0.00	400.00
Total		7,139,600.00	678,037.01	1,510,141.19	4,071.60	21.20	5,625,387.21
2800	SUPPORT SERVICES - SUPPORT SVCS-CENTRAL						
100	SALARY	1,552,245.00	164,049.42	497,824.04	0.00	32.07	1,054,420.96
200	EMPLOYEE BENEFITS	1,216,131.00	130,695.31	464,260.66	0.00	38.17	751,870.34
300	PURCHASED PROF & TECH	209,333.00	50,693.46	181,987.71	110,517.50	139.73 (5)	-83,172.21
400	PURCHASED PROPERTY SVC	242,504.02	4,447.52	150,704.16	0.00	62.14	91,799.86
500	OTHER PURCHASED SVCS	364,838.00	9,389.85	84,279.25	0.00	23.10	280,558.75
600	SUPPLIES	101,967.98	10,655.87	85,990.75	3,688.10	87.94	12,289.13
700	PROPERTY	334,301.62	23,415.00	254,988.99	2,843.00	77.12	76,469.63
800	OTHER OBJECTS	1,550.00	116.66	567.91	0.00	36.63	982.09
Total		4,022,870.62	393,463.09	1,720,603.47	117,048.60	45.68	2,185,218.55
2900	SUPPORT SERVICES - OTHER SUPPORT SERVICES						
500	OTHER PURCHASED SVCS	102,548.00	0.00	0.00	0.00	0.00	102,548.00
Total		102,548.00	0.00	0.00	0.00	0.00	102,548.00

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
Function 2000 - SUPPORT SERVICES						
Total Expenditure	59,645,155.41	6,021,441.82	17,118,989.37	681,965.39	29.84	41,844,200.65
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
	59,645,155.41	6,021,441.82	17,118,989.37	681,965.39	29.84	41,844,200.65

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
3200 NON INSTRUCTIONAL - STUDENT ACTIVITIES						
100 SALARY	1,522,212.00	388,793.92	461,697.96	0.00	30.33	1,060,514.04
200 EMPLOYEE BENEFITS	471,879.00	97,216.26	134,939.95	0.00	28.59	336,939.05
300 PURCHASED PROF & TECH	181,450.00	11,237.79	51,237.79	0.00	28.23	130,212.21
400 PURCHASED PROPERTY SVC	38,956.00	787.70	10,706.02	0.00	27.48	28,249.98
500 OTHER PURCHASED SVCS	130,449.00	3,218.72	93,989.12	0.00	72.05	36,459.88
600 SUPPLIES	191,200.00	19,886.09	69,046.92	75,421.96	75.55	46,731.12
700 PROPERTY	125,000.00	0.00	1,397.66	107,324.15	86.97	16,278.19
800 OTHER OBJECTS	26,110.00	918.90	11,858.90	140.00	45.95	14,111.10
Total	2,687,256.00	522,059.38	834,874.32	182,886.11	37.87	1,669,495.57
3300 NON INSTRUCTIONAL - COMMUNITY SERVICES						
100 SALARY	183.95	2,689.20	2,873.15	0.00	1561.91	(6) -2,689.20
200 EMPLOYEE BENEFITS	53.42	777.94	831.36	0.00	1556.27	(7) -777.94
300 PURCHASED PROF & TECH	64,548.00	5,137.50	5,137.50	0.00	7.95	59,410.50
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	1,242.94	625.23	1,481.20	0.00	119.16	(8) -238.26
Total	304,028.31	9,229.87	10,323.21	0.00	3.39	293,705.10
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	2,991,284.31	531,289.25	845,197.53	182,886.11	34.36	1,963,200.67
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
	2,991,284.31	531,289.25	845,197.53	182,886.11	34.36	1,963,200.67

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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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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	12,082,854.00	2,145,598.44	4,187,358.40	19,729.51	34.81	7,875,766.09
900 OTHER USES OF FUNDS	11,565,945.00	2,057,854.68	10,767,983.48	233,799.87	95.12	564,161.65
Total	23,648,799.00	4,203,453.12	14,955,341.88	253,529.38	64.31	8,439,927.74
5200 DEBT SVC & TRANSFERS - INTERFUND TRANSFERS-OUT						
900 OTHER USES OF FUNDS	200,000.00	0.00	0.00	0.00	0.00	200,000.00
Total	200,000.00	0.00	0.00	0.00	0.00	200,000.00
5300 DEBT SVC & TRANSFERS - OP TRANS INVOLVING COMP						
900 OTHER USES OF FUNDS	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00
5900 DEBT SVC & TRANSFERS - BUDGETARY RESERVE						
800 OTHER OBJECTS	2,774,684.63	0.00	0.00	0.00	0.00	2,774,684.63
Total	2,774,684.63	0.00	0.00	0.00	0.00	2,774,684.63

Function 5000 - DEBT SVC & TRANSFERS						
Total Expenditure	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Expenditure	26,623,483.63	4,203,453.12	14,955,341.88	253,529.38	57.12	11,414,612.37
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
	26,623,483.63	4,203,453.12	14,955,341.88	253,529.38	57.12	11,414,612.37

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
6000 LOCAL REVENUE						
6111 CURRENT REAL ESTATE TAX	-140,524,351.00	-7,344,842.81	-133,978,115.22	0.00	95.34	-6,546,235.78
6112 INTERIM REAL EXTATE TAX	-1,600,000.00	-56,635.04	-201,433.18	0.00	12.58	-1,398,566.82
6113 PUBLIC UTILITY REALTY	-180,000.00	-191,076.78	-191,076.78	0.00	106.15	11,076.78
6114 PAY IN LIEU -ST/LOCAL	-220,000.00	0.00	-68,140.82	0.00	30.97	-151,859.18
6120 CURRENT PER CAP 679	-200,000.00	-15,708.07	-200,731.08	0.00	100.36	731.08
6141 CURR ACT 511 PC FLAT	-200,000.00	-15,708.06	-200,731.05	0.00	100.36	731.05
6143 CURRENT 511 - LST	-310,000.00	-9,291.65	-84,214.74	0.00	27.16	-225,785.26
6151 CURRENT ACT 511 EIT	-12,900,000.00	-477,396.35	-3,658,842.18	0.00	28.36	-9,241,157.82
6153 CURR ACT 511 REAL EST	-2,000,000.00	-160,205.21	-567,177.33	0.00	28.35	-1,432,822.67
6157 CURRENT 511 MERCANTILE	-2,860,000.00	0.00	0.00	0.00	0.00	-2,860,000.00
6211 DISC TAKEN CURR RE TAX	4,300,000.00	-13,690.57	2,304,930.60	0.00	53.60	1,995,069.40
6212 DISC TAKEN INTERIM RE	0.00	1,019.65	2,046.25	0.00	0.00	-2,046.25
6311 PENALTIES & INT REAL ES	0.00	-18,164.04	-53,441.93	0.00	0.00	53,441.93
6312 PENALTIES & INT INTERIM	0.00	-575.49	-949.51	0.00	0.00	949.51
6411 DELINQUENT REAL ESTATE	-5,052,000.00	-288,996.16	-519,546.99	0.00	10.28	-4,532,453.01
6420 DELINQUENT PC SECT 679	-77,000.00	-12,279.97	-43,771.21	0.00	56.84	-33,228.79
6457 DEL ACT 511 MERC TAXES	-460,000.00	-59,749.48	-355,102.65	0.00	77.19	-104,897.35
6510 INTEREST ON INVESTMENTS	-105,000.00	-6,211.03	-13,221.38	0.00	12.59	-91,778.62
6530 GAINS OR LOSSES ON SALE	0.00	0.00	0.00	0.00	0.00	0.00
6620 DAILY SALES-NON-REIMBUR	0.00	0.00	0.00	0.00	0.00	0.00
6631 SPECIAL FUNCTIONS	0.00	0.00	0.00	0.00	0.00	0.00
6710 ADMISSIONS	0.00	-31,777.00	-82,540.00	0.00	0.00	82,540.00
6740 FEES	-105,000.00	-12,848.00	-12,848.00	0.00	12.23	-92,152.00
6750 DISTRICT ACTIVITY-SPECI	-3,000.00	0.00	0.00	0.00	0.00	-3,000.00
6790 OTHER DIST ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00
6810 REV FROM LOCAL GOV	-25,000.00	0.00	0.00	0.00	0.00	-25,000.00
6821 STATE REV RECD LEAS	-13,000.00	0.00	0.00	0.00	0.00	-13,000.00
6829 STATE REV RECD OTHER	0.00	0.00	0.00	0.00	0.00	0.00
6831 FED REV RECD OTHER	-12,000.00	0.00	0.00	0.00	0.00	-12,000.00
6832 FED PASS THRU IDEA	-1,732,088.00	0.00	0.00	0.00	0.00	-1,732,088.00
6839 FED REV RECD OTHR SRC	0.00	0.00	0.00	0.00	0.00	0.00

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Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
6910 LEASE RENTAL INCOME	-277,500.00	-20,432.88	-82,184.23	-122,140.76	73.63	-73,175.01
6920 CONTRIBUTION & DONATION	-230,440.00	-10,462.02	-81,064.54	-352.15	35.33	-149,023.31
6941 REGULAR SCH TUITION	-180,000.00	0.00	0.00	0.00	0.00	-180,000.00
6942 SUMMER SCHOOL TUITION	-126,000.00	0.00	-57,272.00	-1,795.00	46.87	-66,933.00
6943 ADULT EDUCATION TUITION	-2,600.00	0.00	0.00	0.00	0.00	-2,600.00
6944 RECEIPTS OTHER LEAS IN	-356,000.00	-1,422.76	10,919.04	-11,751.54	0.23	-355,167.50
6970 SVC PROVIDED OTHER FUND	0.00	-1,384.50	-825.42	-67.93	0.00	893.35
6980 REV FROM COMMUNITY SERV	-5,000.00	0.00	0.00	0.00	0.00	-5,000.00
6981 Advertising	-3,400.00	0.00	-1,525.00	0.00	44.85	-1,875.00
6990 MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
6991 REFUNDS OF PRIOR YR EXP	-560,000.00	-4,670.49	-14,341.93	0.00	2.56	-545,658.07
6992 Energy Effic Incentives	-15,000.00	0.00	0.00	0.00	0.00	-15,000.00
6999 OTHER REV	-174,918.00	-69,291.38	-95,483.56	-29,580.29	71.49	-49,854.15
Total	-166,209,297.00	-8,821,800.09	-138,246,684.84	-165,687.67	83.27	-27,796,924.49

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	-166,209,297.00	-8,821,800.09	-138,246,684.84	-165,687.67	83.27	-27,796,924.49
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-166,209,297.00	-8,821,800.09	-138,246,684.84	-165,687.67	83.27	-27,796,924.49

Condensed IV Board Summary Report

From 10/01/2014 To 10/31/2014

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	-27,803,331.00	-3,996,032.00	-7,992,064.00	0.00	28.74	-19,811,267.00
7160 TUITION ORPHANS & CHILD	-275,000.00	-282,310.00	-282,310.00	0.00	102.65	7,310.00
7220 VOCATIONAL EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7250 MIGRATORY CHILDREN	-2,000.00	0.00	0.00	0.00	0.00	-2,000.00
7271 SPECIAL ED SCHOOL AGED	-6,584,843.00	0.00	-2,015,642.00	0.00	30.61	-4,569,201.00
7290 OTHER PROGRAM SUBSIDIES	0.00	0.00	0.00	0.00	0.00	0.00
7292 PRE-K COUNTS	-786,000.00	-49,780.00	-199,120.00	0.00	25.33	-586,880.00
7310 TRANSPORT (REG & ADDTL)	-2,326,844.00	0.00	-141,155.00	0.00	6.06	-2,185,689.00
7320 RENT & SINK FUND PYMT	-1,867,573.00	-863,127.42	-1,132,715.90	0.00	60.65	-734,857.10
7330 HEALTH SERVICES ACT 25	-330,000.00	0.00	0.00	0.00	0.00	-330,000.00
7340 ST PROP TAX REDUCTION	-4,733,948.00	-2,371,881.72	-4,743,762.72	0.00	100.20	9,814.72
7360 SAFE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
7501 PA ACCOUNTABILITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
7505 Ready to Learn -222 src	-2,427,263.00	-699,517.00	-699,517.00	0.00	28.81	-1,727,746.00
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	-3,595,536.00	-611,506.00	-1,184,888.00	0.00	32.95	-2,410,648.00
7820 STATE SHARE RETIRE CONT	-10,284,515.00	0.00	-2,568,855.53	0.00	24.97	-7,715,659.47
Total	-62,167,337.00	-8,874,154.14	-20,960,030.15	0.00	33.71	-41,207,306.85

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	-62,167,337.00	-8,874,154.14	-20,960,030.15	0.00	33.71	-41,207,306.85
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-62,167,337.00	-8,874,154.14	-20,960,030.15	0.00	33.71	-41,207,306.85

Condensed IV Board Summary Report

From 10/01/2014 To 10/31/2014

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
8200 UNRESTRICT GRANT-IN-AID	0.00	0.00	0.00	0.00	0.00	0.00
8514 NCLB - TITLE I	-3,817,038.00	0.00	-453,741.07	0.00	11.88	-3,363,296.93
8515 NCLB - TITLE II	-720,361.00	0.00	-14,581.91	0.00	2.02	-705,779.09
8516 NCLB - TITLE III	-260,179.00	0.00	0.00	0.00	0.00	-260,179.00
8517 NCLB - TITLE IV-21ST CE	0.00	-53,074.58	-104,171.15	0.00	0.00	104,171.15
8580 CHILD CARE & DEV GRANT	-170,290.00	0.00	0.00	0.00	0.00	-170,290.00
8810 SCHL BASED ACCESS PGM	-500,000.00	0.00	0.00	0.00	0.00	-500,000.00
8820 ACCESS RMTS	-70,000.00	0.00	0.00	0.00	0.00	-70,000.00
Total	-5,590,868.00	-53,074.58	-572,494.13	0.00	10.23	-5,018,373.87

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	-5,590,868.00	-53,074.58	-572,494.13	0.00	10.23	-5,018,373.87
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	-5,590,868.00	-53,074.58	-572,494.13	0.00	10.23	-5,018,373.87

Condensed IV Board Summary Report

From 10/01/2014 To 10/31/2014

Account Description	Current Budget	Period To Date Exp/Rcvd	Year To Date Exp/Rcvd	Year To Date Encumbrances	% Used	Available Funds
9000 OTHER REVENUE						
9200 PROCEEDS EXT TERM FINAN	0.00	0.00	0.00	0.00	0.00	0.00
9310 GENERAL FUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
9400 SALE OF FIXED ASSETS	-20,000.00	0.00	0.00	0.00	0.00	-20,000.00
9910 OTH FIN SOURCES	-2,517,671.00	0.00	0.00	0.00	0.00	-2,517,671.00
9990 INSURANCE RECOVERIES	-10,000.00	0.00	0.00	0.00	0.00	-10,000.00
Total	-2,547,671.00	0.00	0.00	0.00	0.00	-2,547,671.00

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	-2,547,671.00	0.00	0.00	0.00	0.00	-2,547,671.00
	-2,547,671.00	0.00	0.00	0.00	0.00	-2,547,671.00

Grand Totals						
Total Expenditure	209,891,689.37	21,591,718.65	53,168,410.81	6,184,313.57	28.27	150,538,964.99
Total Other Expenditure	26,623,483.63	4,203,453.12	14,955,341.88	253,529.38	57.12	11,414,612.37
Total All Expenditures	236,515,173.00	25,795,171.77	68,123,752.69	6,437,842.95	31.52	161,953,577.36
Total Revenue	-233,967,502.00	-17,749,028.81	-159,779,209.12	-165,687.67	68.36	-74,022,605.21
Total Other Revenue	-2,547,671.00	0.00	0.00	0.00	0.00	-2,547,671.00
Total All Revenues	-236,515,173.00	-17,749,028.81	-159,779,209.12	-165,687.67	67.62	-76,570,276.21
	0.00	8,046,142.96	-91,655,456.43	6,272,155.28	0.00	85,383,301.15