

MEMORANDUM

July 23, 2010

TO : BOARD OF SCHOOL DIRECTORS

FROM : STACY M. GOBER, BOARD SECRETARY

SUBJECT : REGULAR MONTHLY MEETING – JULY 26, 2010

The Regular Meeting of the Board of School Directors of the Bethlehem Area School District for July will be held on *Monday, July 26, 2010, at 7:00 p.m. in the Auditorium of East Hills Middle School, 2005 Chester Road, Bethlehem, PA 18017*. The agenda is attached.

SMG:bac

Att.

pc: Dr. Persing

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 – July 26, 2010

1. Roll Call
2. Pledge of Allegiance
3. Silent Meditation
4. Courtesy of the Floor to Visitors (30 minutes allowed)
5. Approval of Minutes
 - March 15, 2010 – Regular Board Meeting*
 - April 26, 2010 – Regular Board Meeting*
 - April 27, 2010 – Public Budget Hearing*
 - July 12, 2010 – Special Board Meeting*
6. Approval of Committee Minutes
 - June 14, 2010 – Board Curriculum Committee Meeting*
 - July 12, 2010 – Board Facilities Committee Meeting*
 - July 12, 2010 – Board Finance Committee Meeting*
 - July 19, 2010 – Board Human Resources Committee Meeting*
7. Financial Report/Payment of Bills
 - Treasurer's Report – Item 27 (Page 42)*
 - Monthly Bills – Item 28 (Page 43)*
8. President's Communication/Special Meetings
9. Superintendent's Report/Federal Program Update
10. Unfinished Business
 - Meeting Minutes Discussion – Mrs. Gober*
11. Recommendations of the Administration
12. Reports of Committees
13. New and Miscellaneous Business
14. Courtesy of the Floor to Visitors (30 minutes allowed)
15. Adjournment

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° Information Item Only

1. ***Authorization to Expend Bond Funds for Freemansburg Elementary School Moisture Damage Remediation and Restoration – Change Order***

INFORMATION:

The Freemansburg Elementary School Moisture Damage Remediation and Restoration project is proceeding on schedule. During the bidding process, we had identified unit costs for additional remediation that might be required. We have encountered additional areas that require remediation. D'Huy Engineering, Inc. and 1Source Safety and Health, Inc. are currently assessing these areas as they are being exposed to identify the additional scope of work.

RECOMMENDATION:

That the Board of School Directors authorizes the administration to issue a change order to Michael R. Serfass Contracting Company to perform the additional remediation at Freemansburg Elementary School at a cost not to exceed \$5,000.

Bond fund account Code: 30-4600450-125-000-00-0000

2. *Authorization to Expend Bond Funds for Old Northeast Middle School Demolition and Site Work – Change Order*

INFORMATION:

The demolition and site improvements at the old Northeast Middle School are on schedule and the asbestos abatement is almost complete. The site erosion and sediment plan is also in place in compliance with the Northampton County Conservation District's requirements. On July 10, 2010, the area was exposed to a significant rainfall that exposed three sinkholes that must be repaired.

RECOMMENDATION:

That the Board of School Directors approves a change order in an amount not to exceed \$30,000 to Vollers Excavating and Construction, Inc. for repair of the sinkholes. The repairs and the cost will be monitored in the field for final payment. These costs will be paid from the project contingency fund.

Bond fund account code: 30-4600450-242-000-00-0000

**3. *Authorization to Restore Capital Reserve Funds – Railing Repairs –
Freedom High School – Change Order Deduct***

INFORMATION:

The Freedom High School Railing Repair Project is substantially complete. The contractor, A. P. Houser, Inc., has agreed to issue credit for unused project material allowance for a total deduct in the amount of \$2,088.

RECOMMENDATION:

That the Board of School Directors approves a change order credit in the amount of \$2,088 to A. P. Houser, Inc., for the unused project material allowance.

Account Code: 23-2600431-300-000-00-0000
Capital Reserve account – monies to be returned

4. *Approval of Curriculum Changes to the High School Program of Studies for the 2010-2011 School Year*

INFORMATION:

At the Board Curriculum Committee Meeting on July 19, 2010, the high school principals reviewed courses that appear in the Program of Studies books for the 2010-2011 school year, but were not approved curriculum by the board.

Mr. LaPorta, principal at Freedom High School, reviewed four courses from Freedom High School, which included Reading Skill Development, AP US History, Math GAP 45, and Biology 1. After discussion with the board, the consensus was given that these courses can be placed on the board agenda for July 26, 2010, for board action.

Mrs. Durante, principal at Liberty High School, reviewed three courses from Liberty High School, which included Reinforcement of Instructional Strategies in English (RISE), Reinforcement of Instructional Strategies in Mathematics (RISM), and the Illick's Mill Project. After discussion with the board, the consensus was given that these courses can be placed on the board agenda for July 26, 2010, for board action.

RECOMMENDATION:

That the Board of School Directors approves that the following courses can be offered at the high schools for the 2010-2011 school year:

Freedom High School

- a. Reading Skill Development
- b. AP US History
- c. Math GAP 45
- d. Biology 1

Liberty High School

- e. Reinforcement of Instructional Strategies in English (RISE)
- f. Reinforcement of Instructional Strategies in Math (RISM)
- g. Illick's Mill Project

5. *Approval of New and Revised Curriculums*

INFORMATION:

Information was distributed and reviewed with the board at the June 14, 2010, Board Curriculum Committee Meeting that described the proposed curriculums.

RECOMMENDATION:

That the Board of School Directors approves the following curriculums:

- a. Elementary Literacy Curriculum
- b. Elementary Academic Integration Curriculum
- c. Elementary Social Studies Curriculum (Updated curriculum received at the July 19, 2010, Board Curriculum Committee Meeting)
- d. Middle School Technology Curriculum
- e. High School Science Curriculum
- f. High School Psychology Curriculum
- g. High School Sociology Curriculum

6. *Renewal of Athletic Trainer Service*

INFORMATION:

At the Board Finance Committee Meeting on March 1, 2010, the board reviewed information regarding two proposals received for renewal of athletic trainer service. At the March 15, 2010, Regular Board Meeting, the board approved a proposal received from Coordinated Health Systems for the 2010-2011, 2011-2012, and 2012-2013 school years. Prior to the contract being signed, a change occurred in the proposal.

At the direction of the solicitor's office, the administration was directed to reopen the two proposals for review. Due to the change in Coordinated Health System's proposal, the administration had determined that the proposal from St. Luke's Hospital/East Stroudsburg University should be awarded as it is the lowest proposal received. The board reviewed this information at the July 12, 2010, Board Finance Committee Meeting. In the meantime, additional updated proposals have been received from both parties. At this time, an updated proposal from Coordinated Health is the lowest proposal received.

The Bethlehem Area School District's athletic trainer service has a renewable contract with an effective date of August 1, 2010. A proposal for a five-year contract (2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015 school years) from Coordinated Health is summarized as follows:

- a. Full-time certified athletic trainer service plus part-time certified athletic trainer service at Liberty and Freedom High Schools to be paid in ten equal installments on the first day of each month starting August 1 of each year.

2010-2011	-	No Charge
2011-2012	-	\$50,000
2012-2013	-	\$50,000
2013-2014	-	\$50,000
2014-2015	-	\$50,000

- b. \$35/hour – Supplemental trainer coverage (on an as needed basis for high school and middle school events).

RECOMMENDATION:

The administration recommends that the Board of School Directors:

- a. Rescind their prior approval that occurred at the March 15, 2010, Regular Board Meeting, for Coordinated Health Systems to provide athletic trainer services for the 2010-2011, 2011-2012, and 2012-2013 school years.
- b. Approve the proposal for athletic trainer service from Coordinated Health for the 2010-2011, 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years.

7. *Student Discipline - #0952856 - Petition*

INFORMATION:

The Board of School Directors of the Bethlehem Area School District has received and reviewed the following petition to return from expulsion from one student.

RECOMMENDATION:

That the Board of School Directors adopts the petition relating to Student Number 0952856.

8. *Student Discipline – #0952229 and #0955148 – Waivers*

INFORMATION:

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

RECOMMENDATION:

That the Board of School of School Directors adopts the waivers relating to Student Numbers 0952229 and 0955148.

9. *No Child Left Behind Act (NCLB), Title I*

INFORMATION:

The Bethlehem Area School District is entitled to receive \$3,021,175 for the 2010-2011 school year under the above federal legislation. The Title I program has received the following allocations over the last three years:

2007-2008 School Year - \$3,455,513
2008-2009 School Year - \$3,320,860
2009-2010 School Year - \$3,083,066

The funding for the 2010-2011 school year will be used for providing rigorous and challenging educational instruction, with specific focus on reading and mathematics. Included in the Title I application budget are teacher and counselor salaries and benefits, administrative costs, staff development in reading and mathematics, and supplies. Funding is also designated to support parent involvement programs and serve three eligible non-public diocesan schools and one faith-based school as mandated by Title I Federal guidelines.

RECOMMENDATION:

That the administration be authorized to submit an application under the No Child Left Behind Act, Title I funds in the amount of \$3,021,175 for the 2010-2011 school year.

10. *No Child Left Behind Act (NCLB), Title II, Part A*

INFORMATION:

The Bethlehem Area School District is entitled to receive \$847,340 for the 2010-2011 school year under the above federal legislation. NCLB Title II, Part A, Eisenhower Professional Development and the Class Size Reduction Initiative have been combined into one program that focuses on preparing, training, and recruiting high-quality teachers.

Title II grant funding is designated for use in hiring highly qualified teachers and reducing class size in order to increase student achievement. District funding for the 2010-2011 school year will be used for staff development, with particular focus on helping elementary teachers enhance their skills for teaching mathematics. Title II funds will also be used for teacher salaries and benefits in order to reduce class size in Kindergarten, Grade 1, and Grade 2.

RECOMMENDATION:

That the administration be authorized to submit an application under the No Child Left Behind Act, Title II, Part A funds in the amount of \$847,340 for the 2010-2011 school year.

11. *Conference/Staff Trip Attendance*

RECOMMENDATION:

That the following conference for staff be approved:

September 24-27, 2010

Association of School Business Officials (ASBO)

Lake Buena Vista, Florida

\$1,499.50

General

October 27-29, 2010

Pennsylvania Association of Colleges and Teacher Educators

Harrisburg, Pennsylvania

507.88

Federal/PA Pact Grant

12. *Field Trip Attendance*

RECOMMENDATION:

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

August 9-15, 2010

(4 Liberty High School Students and 4 Liberty High School Graduates)

Liberty High School Grenadier Band, Fanfare Team (Herald Trumpets) to

Perform in Canada for the Canadian Government

Ottawa, Canada

\$0.00

All expenses paid by Canadian Military and/or Grenadier Band Organization.

13. Resignations**RECOMMENDATION:***Administrative*

1. NAME: **Aulisio, Karen**
ASSIGNMENT: Thomas Jefferson, Principal
REASON: Personal
EFFECTIVE: August 31, 2010
2. NAME: **Metarko, Michael**
ASSIGNMENT: Hanover, Principal
REASON: Change in resignation date
EFFECTIVE: August 7, 2010

Instructional

1. NAME: **Campbell, Patricia**
ASSIGNMENT: Freemansburg, Reading Specialist
REASON: Personal
EFFECTIVE: July 1, 2010
2. NAME: **Clapp, Gail**
ASSIGNMENT: District-wide, School Nurse
REASON: Personal
EFFECTIVE: August 25, 2010
3. NAME: **Howorth, Elaine**
ASSIGNMENT: Nitschmann, (.5)/Northeast, (.5) Family and Consumer Science Teacher
REASON: Retirement
EFFECTIVE: November 2, 2010
4. NAME: **Manzo, Julie**
ASSIGNMENT: District-wide, School Psychologist
REASON: Employee request for reduction from 1.0 to (.5), relinquishing (.5) of contracted position
EFFECTIVE: August 25, 2010
5. NAME: **Wagner, Michael**
ASSIGNMENT: Liberty, Mathematics Teacher
REASON: Personal
EFFECTIVE: August 1, 2010

13. Resignations**RECOMMENDATION:*****Instructional (continued)***

6. NAME: **Werkheiser, Laurie**
ASSIGNMENT: Miller Heights, Academic Integration Specialist
REASON: Employee request for reduction from 1.0 to (.7),
relinquishing (.3) of contracted position
EFFECTIVE: August 25, 2010

Noninstructional

1. NAME: **Barnwell, Stephen**
ASSIGNMENT: Liberty, Support Technologist
REASON: Personal
EFFECTIVE: August 6, 2010
2. NAME: **Diaz, Christina**
ASSIGNMENT: Donegan, ASPIRE Site Coordinator
REASON: Personal
EFFECTIVE: July 30, 2010
3. NAME: **Pesavento, Eileen**
ASSIGNMENT: James Buchanan, Teacher Assistant, Special
Education, Learning Support
REASON: Retirement
EFFECTIVE: June 5, 2010
4. NAME: **Sames, Shirley**
ASSIGNMENT: James Buchanan, Teacher Assistant, General
Duty
REASON: Retirement
EFFECTIVE: June 5, 2010
5. NAME: **Sarkozy, Kalman**
ASSIGNMENT: Liberty, Monitor
REASON: Retirement
EFFECTIVE: September 21, 2010

13. Resignations

RECOMMENDATION:

Miscellaneous

- | | | |
|----|-------------|---|
| 6. | NAME: | Schramko, Mary |
| | ASSIGNMENT: | Child Care, Assistant Center Supervisor |
| | REASON: | Personal |
| | EFFECTIVE: | August 26, 2010 |
| 7. | NAME: | Tate, Janet |
| | ASSIGNMENT: | Grants Facilitator Specialist |
| | REASON: | Personal |
| | EFFECTIVE: | July 1, 2010 |

Miscellaneous

- | | | |
|----|-------------|-------------------------|
| 1. | NAME: | Kunsman, William |
| | ASSIGNMENT: | Bus Driver |
| | REASON: | Retirement |
| | EFFECTIVE: | September 25, 2010 |

14. *Terminations*

RECOMMENDATION:

Noninstructional

1. NAME: **XXX-XX-4565**
 ASSIGNMENT: Liberty, Monitor
 REASON: Reduction in force
 EFFECTIVE: July 1, 2010

2. NAME: **XXX-XX-2162**
 ASSIGNMENT: Liberty, Monitor
 REASON: Reduction in force
 EFFECTIVE: July 1, 2010

3. NAME: **XXX-XX-7942**
 ASSIGNMENT: Freedom, Monitor
 REASON: Reduction in force
 EFFECTIVE: July 1, 2010

15. *Leaves of Absence***RECOMMENDATION:*****Instructional***

1. NAME: **Smith, Michelle**
ADDRESS: Bethlehem
ASSIGNMENT: Freedom, Mathematics Teacher
REASON: Family Medical/Childrearing Leave of Absence
EFFECTIVE: Family Medical Leave to begin August 25, 2010,
until the end of the day on November 18, 2010
Childrearing Leave of Absence to start
November 19, 2010, until the end of the 2010-2011
school year
2. NAME: **Statile, Jessica**
ADDRESS: Bethlehem
ASSIGNMENT: Governor Wolf, Special Education, Learning
Support Teacher
REASON: Childrearing Leave of Absence
EFFECTIVE: August 25, 2010, until the end of the 2010-2011
school year

Noninstructional

1. NAME: **Check, Joanne**
ADDRESS: Hellertown
ASSIGNMENT: Broughal, Teacher Assistant
REASON: General Leave of Absence
EFFECTIVE: October 12, 2010, until the end of the day on
October 29, 2010

16. *Nominations for Appointment***RECOMMENDATION:*****Instructional***

1. NAME: **Cunic, Alicia**
 ADDRESS: Allentown
 COLLEGE, DEGREE: Saint Joseph's University, B.S.
 Kutztown University, Certification
 ASSIGNMENT: Liberty, Biology Teacher
 EXPERIENCE: 1 year, Bethlehem
 STATUS: Long-term Substitute
 SALARY: \$42,900 (Bachelor's +15, Step 2)
 EFFECTIVE: August 25, 2010, and terminating at the end of
 the 2010-2011 school year, or upon the return of
 J. Schmittel

2. NAME: **Doncsecz, Jennifer**
 ADDRESS: Northampton
 COLLEGE, DEGREE: Kutztown University, B.S.
 ASSIGNMENT: Northeast, Special Education, Learning Support Teacher
 STATUS: Temporary Professional Employee
 SALARY: \$41,400 (Bachelor's, Step 1)
 EFFECTIVE: August 25, 2010

3. NAME: **Garman, Mary**
 ADDRESS: Bethlehem
 COLLEGE, DEGREE: Bloomsburg University, B.S.
 ASSIGNMENT: Liberty, Special Education, Learning Support Teacher
 EXPERIENCE: 11 years, Bethlehem
 STATUS: Professional Employee
 SALARY: \$52,244 (Bachelor's +15, Step 12)
 EFFECTIVE: August 25, 2010

Noninstructional

1. NAME: **Benner, Suzanne**
 ADDRESS: Bethlehem
 ASSIGNMENT: District-wide, Health Assistant
 SALARY: \$14.28 per hour
 EFFECTIVE: August 27, 2010

16. *Nominations for Appointment***RECOMMENDATION:*****Noninstructional (continued)***

2. NAME: **Cunningham, Michael**
 ADDRESS: Bethlehem
 ASSIGNMENT: Nitschmann, Support Technologist
 SALARY: \$28,568, prorated (Noninstructional Meet and Discuss, Category K, Step 1) to be adjusted upon completion of Noninstructional Meet and Discuss bargaining agreement
 EFFECTIVE: July 27, 2010
3. NAME: **Ford, Daniel**
 ADDRESS: Bethlehem
 ASSIGNMENT: Liberty, Supplemental Custodian
 SALARY: \$9.00 per hour
 EFFECTIVE: July 27, 2010

Miscellaneous

The following salaries are for the 2009-2010 school year and will be adjusted for the 2010-2011 school year, consistent with Article XXVII of the Collective Bargaining Agreement between the Board of School Directors and the Bethlehem Education Association.

1. **Coaches**
Freedom High School
Baseball
 Head Coach **D'Amico, Nicholas** Continuing \$5,962.00
 Assistant Coach (.5) **Burcin, Robert** Continuing 1,938.00
 Assistant Coach **Schmitt, Eric** Continuing 3,876.00
Boys Basketball
 Head Coach **Stellato, Joseph** Continuing 7,338.00
 Assistant Coach **Mosser, Thomas** Continuing 4,770.00
 Assistant Coach **Vajda, Jason** Continuing 4,770.00
Girls Basketball
 Head Coach **Calabrese, Gerald** Continuing 7,338.00
 Assistant Coach **Garza, Ronald** Continuing 4,770.00
 Assistant Coach **Roth, James** Continuing 4,770.00
 Assistant Coach **Saeger, Jessica** Continuing 4,770.00

16. *Nominations for Appointment*

RECOMMENDATION:

Noninstructional

- | | | |
|----|-------------|------------------------------|
| 1. | NAME: | Christman, James |
| | ADDRESS: | Bethlehem |
| | ASSIGNMENT: | Maintenance, M-2 Electrician |
| | SALARY: | \$24.93 per hour |
| | EFFECTIVE: | August 2, 2010 |

16. Nominations for Appointment**RECOMMENDATION:****Miscellaneous (continued)****1. Coaches (continued)****Freedom High School****Cheerleading**

Head Coach	Zito, Alicia	Continuing	\$4,220.00
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Assistant Coach	Anderson, Nicole	Continuing	2,743.00
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Assistant Coach	Herrera, Pamela	Continuing	2,743.00
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Cross Country

Head Coach	Jordan, Diane	Continuing	5,045.00
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Assistant Coach	Dos Santos, Jose A.	Continuing	3,279.00
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Field Hockey

Head Coach	Innarella, Charis	Continuing	5,962.00
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Assistant Coach	Halper, Jaime	Continuing	3,876.00
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Assistant Coach	Wetmore, Marilyn	Continuing	3,876.00
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Football

Head Coach	Roeder, Jason	Continuing	9,173.00
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Assistant Coach (.5)	Bednarik, Adam	Continuing	2,981.00
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Assistant Coach	Denofa, William	Continuing	5,962.00
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Assistant Coach (.5)	Haas, Bryan	Continuing	2,981.00
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Assistant Coach (.5)	Haberl, Jeffrey	Continuing	2,981.00
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Assistant Coach (.5)	Hornbacker, Timothy	Continuing	2,981.00
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Assistant Coach	Reph, Benjamin	Continuing	5,962.00
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Assistant Coach (.5)	Ruhf, Thomas	Continuing	2,981.00
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Assistant Coach	Shimko, Todd	Continuing	5,962.00
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Golf

Head Coach	Evans, Michael	Continuing	4,220.00
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Rifle

Head Coach	Court, Larry	Continuing	4,220.00
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Boys Soccer

Head Coach	Peters, Karl	Continuing	5,962.00
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Assistant Coach	Sodl, David	New	3,291.00
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Assistant Coach	Wasilick, Raymond	Continuing	3,876.00
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Girls Soccer

Head Coach	Halper, Jamie	Continuing	5,962.00
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Assistant Coach	Gosling, Sarah	Continuing	3,876.00
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Girls Softball

Head Coach	Hollinger, Dennis	Continuing	5,962.00
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Assistant Coach	Borger, Nora	Continuing	3,876.00
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Assistant Coach	Reinhart, Richard	Continuing	3,876.00
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16. Nominations for Appointment**RECOMMENDATION:*****Miscellaneous (continued)*****1. Coaches (continued)*****Freedom High School*****Swimming**

Head Coach	Glaser, Barbara	Continuing	\$7,109.00
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Girls Tennis

Head Coach	Sigmon, Mark	Continuing	4,220.00
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Track

Head Coach	Owens, Arthur	Continuing	7,109.00
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Assistant Coach	Carter, Yvonne	Continuing	4,621.00
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Assistant Coach	Dos Santos, Jose	Continuing	4,621.00
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Assistant Coach	Quintana, James	Continuing	4,621.00
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Boys Volleyball

Head Coach	Yanek, John	Continuing	4,220.00
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Assistant Coach	Cole, Michael	Continuing	2,743.00
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Girls Volleyball

Head Coach	Yoo, Joseph	Continuing	4,220.00
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Assistant Coach	Dando, Timothy	Continuing	2,743.00
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Wrestling

Head Coach	McIntyre, Richard	Continuing	7,338.00
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Assistant Coach	Ackerman, Colin	Continuing	4,770.00
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Assistant Coach	Steiner, John	Continuing	4,770.00
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Liberty High School**Baseball**

Head Coach	Pitsilos, Andrew	Continuing	5,962.00
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Assistant Coach	Rusnak, Jack	Continuing	3,876.00
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Assistant Coach	Sule, Christopher	Continuing	3,876.00
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Boys Basketball

Head Coach	Landis, Chad	Continuing	7,338.00
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Assistant Coach	Bachman, Michael	Continuing	4,770.00
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Assistant Coach (.5)	D'Emilio, Christopher	Continuing	2,385.00
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Assistant Coach	Kashner, Michael	Continuing	4,770.00
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Assistant Coach (.5)	Venanzi, Michael	Continuing	2,385.00
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Assistant Coach	Yasso, George	Continuing	4,770.00
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16. Nominations for Appointment**RECOMMENDATION:*****Miscellaneous (continued)*****1. Coaches (continued)*****Liberty High School*****Cheerleading**

Head Coach	Fiske, Sara	Continuing	\$4,220.00
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Assistant Coach	Scala, Francesca	Continuing	2,743.00
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Assistant Coach	Wallaesa, Lynann	Continuing	2,743.00
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Cross Country

Head Coach	Will-Weber, Mark	New	4,284.00
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Assistant Coach (.5)	Stoyko, Alison	Continuing	1,639.50
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Assistant Coach (.5)	Wakeman, Angela	Continuing	1,639.50
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Field Hockey

Head Coach	Omdahl, Mary Kathryn	Continuing	5,962.00
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Assistant Coach	Cygan, Jane	New	3,291.00
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Assistant Coach	Flanley, Catherine	Continuing	3,876.00
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Football

Head Coach	Brown, David	New	7,789.00
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Assistant Coach	Donahue, Timothy	Continuing	5,962.00
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Assistant Coach	McClarín, Robert	Continuing	5,962.00
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Assistant Coach (.5)	McNulty, Patrick	Continuing	2,981.00
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Assistant Coach	Michael, Barry	Continuing	5,962.00
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Assistant Coach	Shuler, Jeremy	Continuing	5,962.00
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Assistant Coach (.5)	Whitaker, Wayne	Continuing	2,981.00
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Assistant Coach	Wied, Kenneth	New	5,063.00
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Assistant Coach	Yasso, George	Continuing	5,962.00
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Golf

Head Coach	Bradley, Steven	Continuing	4,220.00
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Rifle

Head Coach	Miller, Jody	Continuing	4,220.00
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Boys Soccer

Head Coach	Horvath, Jason	Continuing	5,962.00
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Assistant Coach	Sarkozy, Kalman, Sr.	Continuing	3,876.00
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Assistant Coach	Sarkozy, Kalman, Jr.	Continuing	3,876.00
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16. Nominations for Appointment**RECOMMENDATION:*****Miscellaneous (continued)*****1. Coaches (continued)*****Liberty High School*****Girls Soccer**

Head Coach	Horvath, Jason	Continuing	\$5,962.00
Assistant Coach (.5)	Michael, Erin	Continuing	1,938.00
Assistant Coach (.5)	Sarkozy, Kalman, Jr.	Continuing	1,938.00
Assistant Coach	Terry, Daniel	Continuing	3,876.00

Girls Softball

Head Coach	Giering, Richard	Continuing	5,962.00
Assistant Coach (.5)	Frederick, Lauren	Continuing	1,938.00
Assistant Coach	Lewis, Gerald	Continuing	3,876.00
Assistant Coach (.5)	Pastor, Mark	Continuing	1,938.00

Swimming

Head Coach	Foust, Reik	Continuing	7,109.00
Assistant Coach	Montoro, Michelle	Continuing	4,621.00
Assistant Coach (.5)	Zettlemoyer, Jeffrey	Continuing	2,310.50

Boys Tennis

Head Coach	Schnalzer, Leo	Continuing	4,220.00
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Girls Tennis

Head Coach	Schnalzer, Leo	Continuing	4,220.00
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Track

Head Coach	Bush, Kevin	Continuing	7,109.00
Assistant Coach	D'Emilio, Christopher	Continuing	4,621.00
Assistant Coach	Rice, Fred	Continuing	4,621.00
Assistant Coach	Will-Weber, Mark	Continuing	4,621.00

Boys Volleyball

Head Coach	Ammary, Neiad	Continuing	4,220.00
Assistant Coach	Buffi, Joseph	Continuing	4,621.00

Girls Volleyball

Head Coach	Rohn, Virginia	Continuing	4,220.00
Assistant Coach	Maioriello, Melissa	Continuing	2,743.00

Wrestling

Head Coach	Karam, Joseph	Continuing	7,338.00
Assistant Coach (.5)	Cabrera, Richard	Continuing	2,385.00
Assistant Coach (.5)	Henning, Derron	Continuing	2,385.00
Assistant Coach	Kleckner, Brad	Continuing	4,770.00

16. Nominations for Appointment**RECOMMENDATION:*****Miscellaneous (continued)*****1. Coaches (continued)*****Broughal Middle School*****Boys Basketball**

Head Coach	Hatch, Eric	Continuing	\$3,669.00
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Assistant Coach	Williams, Jeremy	Continuing	2,386.00
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Girls Basketball

Head Coach	Altimare, James	Continuing	3,669.00
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Assistant Coach	McKellin, Janice	Continuing	2,386.00
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Cheerleading

Head Coach	Snell, Sarah	Continuing	2,293.00
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Assistant Coach	Ellis, Stacy	New	1,266.00
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Cross Country

Head Coach	Chruscial, Brant	Continuing	2,293.00
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Field Hockey

Head Coach	Sakelarides, Erin	Continuing	2,293.00
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Assistant Coach	Yoder, Michelle	Continuing	1,491.00
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Football

Head Coach	Hatch, Eric	Continuing	3,669.00
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Assistant Coach	Lyons, Matthew	Continuing	2,385.00
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Soccer

Head Coach	Lyons, Matthew	New	1,948.00
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Assistant Coach	Kelly, James	New	1,266.00
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Softball

Head Coach	Chruscial, Brant	Continuing	2,293.00
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Girls Volleyball

Head Coach	Schomaker, Timothy	New	1,948.00
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Assistant Coach	Kutz, Gina	New	1,266.00
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Intramurals

Supervisor	Snell, Sarah		3,464.00
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East Hills Middle School**Boys Basketball**

Head Coach	John, George	Continuing	3,669.00
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Assistant Coach	Metz, Timothy	Continuing	2,386.00
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Girls Basketball

Assistant Coach	Ferry, Shannon	Continuing	2,386.00
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16. Nominations for Appointment**RECOMMENDATION:***Miscellaneous (continued)***1. Coaches (continued)*****East Hills Middle School*****Cheerleading**

Head Coach	Stelmak, LeeAnn	Continuing	\$2,293.00
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Assistant Coach	Roman, Carolyn	Continuing	1,491.00
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Cross Country

Head Coach	Ayre, Jonathan	Continuing	2,293.00
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Field Hockey

Head Coach	Knowles, Jessica	Continuing	2,293.00
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Assistant Coach	Zehner, Amber	Continuing	1,491.00
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Football

Head Coach	Nawrocki, Matthew	Continuing	3,669.00
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Assistant Coach	Litsch, Erich	Continuing	2,385.00
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Assistant Coach	Metz, Timothy	Continuing	2,385.00
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Soccer

Head Coach	Pearson, Robert	Continuing	2,293.00
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Assistant Coach	Nawrocki, Matthew	Continuing	1,491.00
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Softball

Head Coach	Ayre, Jonathan	Continuing	2,293.00
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Assistant Coach	Goldberg, Stefanie	Continuing	1,491.00
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Girls Volleyball

Head Coach	Ferry, Shannon	Continuing	2,293.00
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Assistant Coach	Kruk, Christine	Continuing	1,491.00
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Intramurals

Supervisor	John, George		3,464.00
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Nitschmann Middle School**Boys Basketball**

Head Coach	Wills, Jr., James	Continuing	3,669.00
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Assistant Coach	Terry, Daniel	Continuing	2,385.00
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Girls Basketball

Head Coach	Wertman, Courtney	Continuing	3,669.00
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Assistant Coach	Rodenbach, Scott	Continuing	2,385.00
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Cheerleading

Head Coach	DeStasio, Jennifer	Continuing	2,293.00
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Assistant Coach	Guerrieri, Tori	Continuing	1,491.00
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Cross Country

Head Coach	Werley, Steven	New	1,948.00
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16. Nominations for Appointment**RECOMMENDATION:***Miscellaneous (continued)*

1. Coaches (continued)			
<i>Nitschmann Middle School</i>			
Field Hockey			
Assistant Coach	Hipp, Kelly	Continuing	\$1,491.00
Football			
Head Coach	Truby, John	New	3,115.00
Assistant Coach (.5)	Downey, Craig	New	1,012.50
Assistant Coach (.5)	Villani, Michael	Continuing	1,192.50
Soccer			
Head Coach	Rodenbach, Scott	Continuing	2,293.00
Assistant Coach	Atkinson, Shannon	Continuing	1,491.00
Softball			
Head Coach	Thear, Tanya	Continuing	2,293.00
Assistant Coach	Getz, Julie	Continuing	1,491.00
Girls Volleyball			
Head Coach	Frankenfield, Andrea	Continuing	2,293.00
Assistant Coach	Rodenbach, Scott	Continuing	1,491.00
Intramurals			
Supervisor	Muller, Laurie		3,464.00
<i>Northeast Middle School</i>			
Girls Basketball			
Head Coach	Soto, Rebecca	Continuing	3,669.00
Assistant Coach	Seaman, Stephanie	Continuing	2,386.00
Cheerleading			
Head Coach	Beisel, Toni	New	1,948.00
Cross Country			
Head Coach (.5)	Klose, Connie	Continuing	1,146.50
Head Coach (.5)	Preletz, Jayne	Continuing	1,146.50
Field Hockey			
Head Coach	Buchanan, Karen	Continuing	2,293.00
Assistant Coach	Brewster, Karen	Continuing	1,491.00
Football			
Head Coach	Sisle, Stuart	Continuing	3,669.00
Assistant Coach	Gross, Jason	Continuing	2,385.00
Soccer			
Head Coach	Fenner, LeRoy	Continuing	2,293.00
Assistant Coach	Buskirk, Michael	Continuing	1,491.00

16. Nominations for Appointment**RECOMMENDATION:*****Miscellaneous (continued)***

1. Coaches (continued)			
<i>Northeast Middle School</i>			
Softball			
Head Coach	Unger, Jamie	Continuing	\$2,293.00
Assistant Coach (.5)	Bowman, Catherine	Continuing	745.50
Assistant Coach (.5)	Shive, Linda	Continuing	745.50
Girls Volleyball			
Head Coach	Shive, Linda	Continuing	2,293.00
Assistant Coach	Cieslak, Kathy	Continuing	1,491.00
Intramurals			
Supervisor	Shive, Linda		3,464.00
2. Department Chairpersons			
<i>Freedom High School</i>			
Business	Jordan, Diane		3,182.00
Fine and Practical Arts	Moran, Michael		3,182.00
Foreign Language	Baylis, Cynthia		3,182.00
Health/Physical Education	Callahan, Bryan		3,182.00
Language Arts	Ziegler, George		2,816.00
Mathematics	Young, Jeffrey		3,182.00
Science	Baltz, Eric		3,182.00
Social Studies	Roman, Donna		3,182.00
Special Education	Calvo, Maureen		3,182.00
<i>Liberty High School</i>			
Business	Martucci, Gregory		3,182.00
English Acquisition	Donnelly, Samuella		3,182.00
Fine and Practical Arts	Long, Kevin		3,182.00
Foreign Language	Norwood, Samuel		3,182.00
Health/Physical Education	Karam, Joseph		3,182.00
Language Arts	Chickey, Natalie		3,182.00
Mathematics	Frank, Judson		3,182.00
Science	Guarriello, Beth		3,182.00
Social Studies	Markovich, Anthony		3,182.00
Special Education	Irvine, Joan		3,182.00
<i>District</i>			
Health Services	Halkins, Kathleen		3,182.00

16. *Nominations for Appointment***RECOMMENDATION:*****Miscellaneous (continued)*****3. Saturday Detention Proctors*****Freedom High School*****Amici, Nancy****Baltz, Eric****Chabot, Sandra****Dees, Teresa****Erdman, Karla****George, Crystal****Guerra, Nicolette****Halper, Jamie****Laughlin, Paula****Lechner, Cathy****Martinez, Louis****Muller, Michael****SALARY: \$32.04 per hour****Roscher, Alexandra****Roscher, Gerald****Strockyj, Sonia****Muth, Diane****O'Connor, Amy****Ott, Jamie****Pfizenmayer, Lisa****Pretopapa, Alesha****Rex, Kristen****Wallaesa, John****Zehner, Amber****Ziegler, George****4. Summer Guidance Counselors*****Liberty High School*****Adelsberger, Tammy****Buck, Randy****Clewell, Sheryl****Dinsmore, Patricia****Kehler, Bruce****Matthews, Amy****SALARY: To be paid per diem rate, not to exceed 70.25 days collectively****Ortiz, Natalie****Rodriguez, Elizabeth****Vázquez, Elizabeth****Vázquez, Kristin****Wuchter, Travis****5. Summer Job Training/Work Experience**

That the exceptional students listed on the confidential page be approved for the summer work experience program.

**6. Summer School ASPIRE/21st Century Community Learning Center Helper
Michael, Ruby****SALARY: \$7.25 per hour**

16. *Nominations for Appointment***RECOMMENDATION:*****Miscellaneous (continued)***

7. **Summer School – Elementary**
Fountain Hill Elementary School
Teacher
Jones, Karen
SALARY: \$32.04 per hour
8. **Summer School – Middle School**
Broughal Middle School
Teacher
Adams, Shayla
SALARY: \$32.04 per hour
9. **Summer School – High School**
Teachers
Achenzie, Jeffrey **Pretopapa, Alesha**
George, Crystal **Sierra, Trinidad**
Leeson, Maureen
SALARY: \$32.04 per hour
10. **Summer Second Language Guide**
Vasquez, Mariangeli
SALARY: \$11.00 per hour

Noninstructional Substitutes**Carvalho, Maria**
Bethlehem**Hymans, Jerome**
Bethlehem**Rush, Kate**
Bethlehem**Diaz, Shelia**
Bethlehem**McLean, Nicholas**
Bethlehem**Tyler, Richard**
Allentown**Dorsey, Maria**
Bethlehem**Merrill, Cathy**
Bethlehem**Wasilick, Raymond, Jr.**
Easton**Ferry, Timothy**
Bethlehem**Pastir, Timothy**
Bethlehem

17. Reassignments**RECOMMENDATION:*****Administrative***

1. NAME: **Campbell, Patricia**
FROM: Donegan, Assistant Principal
TO: Thomas Jefferson, Principal
SALARY: \$101,332 (Instructional Meet and Discuss, Category 3, Step 6, Includes Base Salary, Responsibility Factor, and 1.2 Factor)
EFFECTIVE: July 27, 2010
2. NAME: **Guerrero, Anthony**
FROM: Fountain Hill, Assistant Principal
TO: Northeast, Assistant Principal
SALARY: \$88,117 (Instructional Meet and Discuss, Category 4, Step 8, Includes Base Salary and Responsibility Factor)
EFFECTIVE: July 1, 2010

Instructional

1. NAME: **Andreucci, Robert**
FROM: Liberty, (.6) Chemistry Teacher
TO: Liberty, 1.0 Chemistry Teacher
STATUS: Temporary Professional Employee
SALARY: \$45,390 (Bachelor's +15, Step 6)
EFFECTIVE: August 25, 2010
2. NAME: **Hrycyszyn, Marlice**
ASSIGNMENT: Lead Teacher, Extended School Year Program:
Special Education
FROM: \$22.14 per hour
TO: \$33.14 per hour
REASON: Salary adjustment

Noninstructional

1. NAME: **Walters, Robyn**
FROM: Broughal, (.5)/SPARK, (.5) Supplemental Custodian
TO: Liberty, C-1 Custodian
SALARY: \$14.46 per hour
EFFECTIVE: July 27, 2010

18. *Contractor Services Agreement***INFORMATION:**

In order to facilitate a smooth personnel transition following the retirement of Iris Cintrón, it is recommended that the district contract with Mrs. Cintrón to provide transition training to the new Supervisor of Grants on an as needed basis. Since many of the issues related to grants and their administration are cyclical, it is recommended that this agreement be in place until December 2011 to insure that a full reporting cycle is completed to address any concerns that may arise. The costs associated with these transition services will be attributable to the grants budgets as overhead costs. Although the district is sensitive to minimizing the cost for these services and will utilize Mrs. Cintrón only as necessary, it is unknown specifically how much time is required. It is recommended by the administration that this agreement be approved at a cost not to exceed \$10,000 for the term of the contract.

RECOMMENDATION:

That the Board of School Directors approves the Agreement with Mrs. Cintrón to provide contracted services for grant transition at a cost not to exceed \$10,000.

19. *Memorandum of Agreement Between the Board of School Directors of the Bethlehem Area School District and the PA Joint Board Unite Here, Local 391B Representing Food Service Employees Regarding Hall Monitors*

INFORMATION:

The attached Memorandum of Agreement is a contracted settlement reached with the Fair Labor Relations Board between the PA Joint Board Unite Here, Local 391B Representing Food Service Employees and the district. It was reviewed with the Board of School Directors at Executive Session on Monday, July 19, 2010.

RECOMMENDATION:

That the Board of School Directors approves the following Memorandum of Agreement between the Board of School Directors of the Bethlehem Area School District and the PA Joint Board Unite Here, Local 391B Representing Food Service Employees.

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

IN THE MATTER OF THE EMPLOYES OF :
:
: Case No. PERA-R-10-169-E
:
BETHLEHEM AREA SCHOOL DISTRICT : (PERA-R-4888-C)

MEMORANDUM OF AGREEMENT

The parties hereby stipulate to the following:

1. That the Bethlehem Area School District (District) is a public employer within the meaning of the Public Employee Relations Act (Act) with its principal place of business located at 1516 Sycamore Street, Bethlehem, Pennsylvania 18017-6099.

2. That the Pennsylvania Joint Board, Workers United, SEIU is an employee organization within the meaning of the Act with its principal place of business located at 1017 Hamilton Street, Allentown, Pennsylvania 18101.

3. That the unit deemed appropriate for the purpose of collective bargaining is a subdivision of the employer unit comprised of all full-time and regular part-time food service employees and hall monitors; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

4. That the Association currently represents certain food service employees pursuant to a certification issued by the Board at Case Number PERA-R-4888-C. By its petition, the Association seeks to accrete hall monitors to its existing unit pursuant to the Board's Westmoreland Intermediate Unit procedures.

5. That the employees on the payroll who fall within the aforesaid appropriate unit and are eligible to vote at the election are those employees whose names appear as listed on the attached eligibility list. The School District agrees to submit to the Board and to the employee organization an updated list of employees for the 2010-2011 school year on or before September 1, 2010 who shall be eligible to vote in the election.

6. That in the event that an on-site election is directed, said election be held on Wednesday, September 22, 2010, if possible, in the Dining Room of the Education Center located at 1516 Sycamore Street, Bethlehem, Pennsylvania, between the hours of 3:30 p.m. to 5:30 p.m.

7. That the position on the ballot be vertical as follows: On the top -- Pennsylvania Joint Board, Workers United, SEIU; on the bottom -- No Representative.

8. That three (3) copies of the Order and Notice of Election will be posted by the employer immediately upon receipt.

Bethlehem Area School District

Pennsylvania Joint Board, Workers
United, SEIU

Date: _____

Date: _____

20. *Revisions to Board Policy Number 707 – Use of School Facilities – Fourth Reading*

INFORMATION:

Board Policy 707 – Use of School Facilities was revised and approved by the Board of School Directors at the April 27, 2009, Regular Board Meeting.

Due to some concerns with the board policy, revisions were brought to the board at the August 10, 2009, Board Human Resources Committee Meeting as a first reading. The second reading of the policy was to occur at the August 17, 2009, Regular Board Meeting, but was pulled by the administration in order to address some items.

At the November 9, 2009, Board Human Resources Meeting, the policy was brought back to the board for further discussion, but was pulled off the agenda that evening.

At the January 19, 2010, Board Human Resources Committee Meeting, the policy was brought back to the board as a third reading. There was considerable discussion with the board regarding the policy, and the board made a consensus that the fourth reading should not appear on the January Regular Board Meeting.

At the March 8, 2010, Board Human Resources Committee Meeting, the policy was brought back once again to the board as a discussion item. They were given two versions of the board policy. There was a yellow copy that had all the revisions that have occurred, and a green version that went back to the simple version of the policy. At this committee meeting, the board consensus was for the administration to work off of the green copy of the policy.

Following that meeting in March, the administration followed through on the direction made by the board regarding this policy and had a couple meetings to make sure all information was up to date on this policy. The administration brought it back to the board at the June 14, 2010, Board Human Committee Meeting for discussion. There were concerns whether this policy could be placed on the June agenda for board action, and the consensus was six no's. The board also had a concern that the site manager clause in Class 1A should be changed to read that the site manager should be used at the discretion of the administration, and all seven board members agreed to the change. The final concern from the board was regarding Class 1A and whether the groups should be charged the calculated cost or half the cost. The board consensus was five to charge calculated cost, and two to charge half the cost.

20. *Revisions to Board Policy Number 707 – Use of School Facilities – Fourth Reading*

INFORMATION: *(continued)*

At the July 19, 2010, Board Human Resources Committee Meeting, the administration presented the changes to the policy from the previous meeting and discussion followed. A consensus was taken that Class 1A should be eliminated because the board agreed last month that the groups would be charged the calculated cost, and in essence there would be no need for a Class 1A distinction. The administration was directed to make this change and place this policy on the July 26, 2010, Regular Board Meeting agenda for action.

RECOMMENDATION:

That the Board of School Directors approves the attached revisions made to Board Policy Number 707 – Use of School Facilities.

BETHLEHEM AREA SCHOOL DISTRICT

SECTION: PROPERTY

TITLE: USE OF SCHOOL FACILITIES

ADOPTED: November 15, 2004

REVISED: April 21, 2008
April 27, 2009

	707. USE OF SCHOOL FACILITIES
1. Purpose	The Board recognizes that although the primary purpose of the school buildings, facilities and property is to provide students with an appropriate learning environment, the Board may make school facilities available to individuals and community groups without discrimination and in accordance with this policy, provided the use does not interfere with the educational program of the schools.
2. Authority	The Board directs that use of school facilities may be granted to individuals and community groups for the following types of activities: 1. Instruction in any branch of education, learning and the arts, consistent with the school district's mission. 2. Social, civic and recreational meetings and entertainment, and other uses pertaining to the welfare of the community. 3. Polling places for holding primaries, elections and special elections as permitted or required by state law. 4. Recreation, physical training and athletics, including competitive athletic contests for children and adults.
SC 775	The Board shall establish a schedule of fees for the use of school facilities by approved groups. The fee schedule shall differentiate between ~~profit and nonprofit~~ groups classifications.
3. Delegation of Responsibility	The Superintendent or designee shall implement procedures for requesting and granting permission for use of school facilities and shall distribute the policy and procedures to individuals affected by them. An application for use of school facilities may be disapproved because of noncompliance with established policy and procedures by the Superintendent or designee.

4. Classifications	The classifications ~~scheme~~ established in this policy will be used in determining fees or other requirements. These classifications are provided as guidelines for our lease process. The Bethlehem Area School District will review each lease application individually and assign it to the appropriate classification. <u>Class I – District-Sponsored Activities</u> Class I activities are those that are directly sponsored by the district or those directly supporting district activities. They include activities such as, but not limited to, school programs (open houses, concerts, etc.), college fairs, science fairs, Bethlehem Area School District related union meetings, interscholastic and intramural athletic events, Bethlehem Area School District professional educational and support programs, and approved clubs. This group also includes, but is not limited to; alumni organizations, PTA's, Special Olympics, Boys and Girl Scouts that provide non-primarily athletic programs designed to provide supplemental instructional, character, and developmental activities, block watch groups associated with a police department that lie within the boundaries of the Bethlehem Area School District for activities related to the operation of the political subdivision, ~~district-based youth athletic programs~~ and formally recognized booster groups. As district-sponsored or district supporting activities, building or custodial fees will not be charged and no insurance certificate will be necessary. <u>~~Class IA – District Approved~~ Based Youth Athletic Programs</u> ~~Class IA activities are those district-based youth athletic programs that are voluntarily run~~ administered organizations. As a district approved ~~based~~ youth athletic program, the Class I fee schedule will be applied and custodial and site management fees will be charged at ~~one half~~ the calculated cost. Class IA organizations are those that meet all of the following requirements: ~~a. The organization is a feeder program to Bethlehem Area School District programs.~~ ~~b. The organization is 100% volunteer run~~ a 100% volunteer administered organization. ~~c. The organization is nonprofit.~~ ~~d. The organization does not have plants and physical asset.~~ ~~e. The use of the pool under this classification does not apply.~~ ~~f. Current rosters of team participants, provided to the district, must include no less than 75% of district residents.~~ ~~Any organization that charges admission is automatically considered a Class III group.~~
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Class II – District Based Youth Athletic Programs/Community Service Groups

Class II represents nonprofit organizations that provide services to the communities within the district and include the ~~Boys and Girls Scouts~~, Boys and Girls Club of Bethlehem, community recreation organizations supporting primarily the students of the Bethlehem Area School District, fraternal organizations, and other nonprofit community service groups. **Nonprofit status must be verifiable by an IRS 501(c) determination letter which will be maintained in the district's files.** Class II organizations ~~will be provided use of district facilities without charge, but~~ will be required to pay custodial fees and/or other personnel fees when necessary. ~~Lease~~ **Rental** fees will be charged per Policy 707 Attachment. ~~They will also be required to provide an insurance certificate in with the specified amounts of coverage naming the district as additionally insured~~ **must also be submitted to the district.**

Non-profit status must be verified by meeting one of three categories: 1) A 501(c)3 organization; 2) Verifiable religious organization and political sub-divisions; 3) A copy of the IRS determination letter must be submitted with the application.

~~Any organization that charges admission to an event is automatically considered a Class IV group.~~

Class III – All Other Organizations and Individuals Other Schools

Class III represents exclusively other Pennsylvania elementary or secondary schools, school districts, PIAA or District competitions that are interscholastic in nature. These groups will pay the fees detailed in the approved rental charges, plus custodial fees, utilities, and other personnel fees. Lehigh Valley Conference events shall not be charged a rental fee. An insurance certificate with the specified amounts of coverage naming the district as additionally insured must also be submitted to the district.

Class IV – All Other Organizations and Individuals

Class IV represents all other organizations and individuals requesting use of district facilities. These groups will be required to pay building use fees, custodial fees and/or other personnel fees when necessary, and to provide an insurance certificate with the specified amounts of coverage naming the district as additionally insured.

District employees requesting the use of district facilities in a capacity other than their official district capacity must conform to the same requirements as any of the organizations and individuals as identified in this policy.

5. Guidelines	<u>Application Process</u> An individual or community group requesting permission to use school buildings, facilities or school property must submit a written request on the prescribed application form two (2) weeks in advance of the proposed date to the building principal. The application must specify the portion of the school facilities requested for use; proposed activities; number of individuals participating; and the beginning and ending date, time and duration of the proposed event. Also, the application will specify which, if any, district athletic or facility equipment will be used. Verbal permission will not be given for use of facilities. Each request must be submitted on an Application for Lease form. Along with the completed application, the individual or group must submit the following: 1. Payment of the specified rental fee, in advance of the activity; with the exception of PIAA regional and state playoffs. 2. Evidence of organizational liability to limits required by district guidelines. 3. Documentation evidencing the school district shall be held harmless by the user for any liability that arises from use of school facilities by the individual or group. 4. A specific Camp Application form must be completed for all sports or activity based camps thirty (30) days prior to first day of operations. 5. A Camp Estimated Financial Report form must be completed with the Application for Lease and/or Camp Application. A Camp Final Financial Report form must also be submitted seven (7) business days after the conclusion of the lease. 6. The Bethlehem Area School District defines a camp as a program that provides access to the district's recreational or educational facilities for a limited period of time for the purpose of conducting preseason programs that provide training for primarily Bethlehem Area School District student athletes. Rosters of camp participants, provided to the district, must include no less than 75% of district residents. If the camp's roster does not include 75% district residents, it shall automatically be considered a Class IV organization. <u>Application Evaluation</u> No application to use school facilities shall be approved if the proposed activity should result in any of the following: 1. Conflict with any school-sponsored activity.
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28 Pa. Code § 18.42	2. Access to school facilities closed due to renovations, maintenance, cleaning, the school calendar, or Board action. 3. Access to school facilities containing equipment or furnishings which would be detrimental to the operation of a district program if damaged or operated by an unqualified operator. 4. The proposed use would prevent or encumber district personnel from preparing school facilities for their primary purpose, because of the nature or duration of the activity. The district reserves the right to limit the duration of the lease to promote broad-based community involvement. <u>Record Keeping</u> The Director of Facilities and Operations shall maintain a data base of all lease activities and issue a report monthly to the superintendent and board. <u>Site Manager</u> All events that require a site manager will be charged the current hourly rate. The site manager for any lease must be a board-approved site manager. The superintendent or his designee shall develop and maintain a current job description for the site manager position. <u>Pool Manager</u> All events held at the pool will require a minimum of one (1) pool manager. The pool manager(s) must be a certified lifeguard and must also be board-approved. The district reserves the right to hire more than one pool manager depending upon the number of participants involved in an event in accordance with Pennsylvania Public Bathing Law. The superintendent or his designee shall develop and maintain a current job description for the pool manager position. <u>Board of School Directors Report</u> The Board of School Directors will receive a monthly report of all leased facilities by location, organization, and estimated fees, if applicable. <u>Limitations</u> When individuals and community groups receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:
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SC511 10 P.S. 311 et seq. 20 U.S.C. Sec. 7181 et seq. 35 P.S. 1223.5	1. Individuals shall not use, access or enter upon any portions of the school facilities or their contents not specified in the approved written request form. 2. Individuals shall refrain from any conduct or activities not specifically identified in the approved written request form. 3. When advertising or promoting activities held at school facilities, individuals and community groups shall clearly communicate that the activities are not being sponsored by the school district. 4. School equipment used in conjunction with requested facilities shall be identified when the application is submitted. Users of school equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator, provided by the school. <u>Prohibited Activities</u> The following activities are strictly prohibited in school facilities when individuals and community groups are granted written permission to use said school facilities: 1. Possession, use or distribution of illegal drugs and/or alcoholic beverages. 2. Possession of weapons. 3. Conduct that would alter damage or be injurious to any district property, equipment or furnishings. 4. Conduct that would constitute a violation of the Pennsylvania Crimes Code, and/or state and federal laws and regulations. 5. Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the district. 6. Use of tobacco products. <u>Violations</u> The school district reserves the right to remove from the schools district premises any individual or community group who fails to comply with the terms and conditions of this policy and established procedures. In the event an individual or community group violates this policy or the terms under which permission was granted to use school facilities, the individual or community group forfeits the right to submit future written requests to use school district property, unless otherwise decided by the Board. <u>Fee Schedule</u> Use of school facilities for activities directly related to the educational program and
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School Code 511, 775 PA Code Title 22 Sec. 403.1 10 P.S. 311 et seq 35 P.S. 1223.5 20 U.S.C. Sec. 7181 et seq 20 U.S.C. Sec. 7905	district operations shall be without cost to the users. Other classifications of users will pay based on the board approved Recommended Rental Charges. Rental fees are subject to change via Board approval. Custodial services will be assigned by the district. No direct payment(s) shall be made to any custodian or site manager for services rendered during rental activities. The use of facilities shall be limited to the specific hours stated on the Application for Lease. If use begins earlier than, or runs later than the stated hours, an additional overtime charge will be made on a pro rata basis, plus additional charge(s) for custodial and/or site management service.
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BETHLEHEM AREA SCHOOL DISTRICT
Bethlehem, Pennsylvania

FEE SCHEDULE FOR USE OF SCHOOL FACILITIES

RECOMMENDED RENTAL CHARGES

Class I - District-Sponsored Activities and District Recognized Groups Acting in Support of District Activities (i.e. PTA, Booster Clubs, etc.). ~~Also included in Class I charges is Class IA (i.e. District Based Youth Athletic Programs, Youth Instructional and Developmental Support Programs, and Political Subdivisions within Bethlehem Area School District).~~

Class II - District Based Youth Athletic Programs/ Community Service Groups (i.e. Community Recognized Boards, Non-Profit Organizations, ~~Youth Athletic Programs~~)

Class III - Other schools, school districts, PIAA or District competitions interscholastic in nature.

Class IV - All Other Groups (i.e. Private Individuals, for Profit Organizations)

The daily rate is not to exceed eight (8) hours of use. A prorated hourly charge will be assessed for any use over eight (8) hours.

Facility			Rental Charge
Gymnasium	Class I	High School	N/C
		Middle School	N/C
		Elementary	N/C
	Class II	High School	N/C
		Middle School	N/C
		Elementary	N/C
	Class III	High School	Events/Games \$ 300
		High School Aux.	Events/Games \$ 150
		Middle School	Events/Games \$ 100
		Elementary	Events/Games \$ 50
	Class IV	High School	Practice-Three Hour Maximum \$ 500
			Events/Games \$ 1,000
		High School Aux.	Practice-Three Hour Maximum \$ 200
			Events/Games \$ 500
		Middle School	Practice-Three Hour Maximum \$ 150
			Events/Games \$ 350
		Elementary	Practice-Three Hour Maximum \$ 100
			Events/Games \$ 200
Auditorium: Daily Rate	Class I	High School	N/C
		Middle School	N/C
		Elementary	N/C
	Class II	High School	Activity \$ 350
			Rehearsal \$ 150
		Middle School	Activity \$ 250
			Rehearsal \$ 100

Auditorium (continued)		Elementary	Activity Rehearsal	\$ 75
				\$ 35
	Class III	High School	Activity	\$ 350
			Rehearsal	\$ 150
		Middle School	Activity	\$ 250
			Rehearsal	\$ 100
	Class IV	Elementary	Activity	\$ 75
			Rehearsal	\$ 35
		High School	Activity	\$ 700
			Rehearsal	\$ 200
	Middle School	Activity	\$ 550	
		Rehearsal	\$ 200	
	Elementary	Activity	\$ 200	
		Rehearsal	\$ 100	
All-Purpose Room: Daily Rate	Class I			N/C
	Class II			N/C
	Class III			\$ 100
	Class IV			\$ 150
Cafeteria: Daily Rate (per four hour use)	Class I			N/C
	Class II			N/C
	Class III			\$ 100
	Class IV			\$ 200
Classroom(s): Daily Rate (per four hour use)	Class I			N/C
	Class II			N/C
	Class III			\$ 50
	Class IV			\$ 100
BASD Stadium: Daily Rate	Class I		Rental Lights	N/C
				\$ 200
	Class II		Rental Lights	\$ 300
				\$ 200
	Class III		Rental Lights	\$ 300
				\$ 200
	Class IV		Rental Lights	\$ 1,500
				\$ 200
Frank Banko Field: Daily Rate	Class I		Rental Lights	N/C
				\$ 200
	Class II		Rental Lights	\$ 150
				\$ 200

Frank Banko Field (continued)	Class III		Rental	\$ 150
			Lights	\$ 200
	Class IV		Rental	\$ 500
			Lights	\$ 200
Athletic Fields Seasonal rate is for no more than 12 weeks for use	Class I	High School		N/C
		Middle School		N/C
		Elementary		N/C
	Class II	High School	Daily	\$ 50
			Seasonal	\$ 200
		Middle School	Daily	\$ 25
			Seasonal	\$ 100
		Elementary	Daily	\$ 25
			Seasonal	\$ 100
	Class III	High School	Daily	\$ 50
			Seasonal	\$ 200
		Middle School	Daily	\$ 25
			Seasonal	\$ 100
		Elementary	Daily	\$ 25
			Seasonal	\$ 100
	Class IV	High School	Daily	\$ 100
			Seasonal	\$ 400
		Middle School	Daily	\$ 50
			Seasonal	\$ 200
		Elementary	Daily	\$ 50
			Seasonal	\$ 200
Swimming Pool	Class I		Per Hour	N/C
	Class II		Per Hour	\$ 25
	Class III		Per Hour	\$ 50
	Class IV		Per Hour	\$ 100
Planetarium	Class I		Per Hour	N/C
	Class II		Per Hour	\$ 5
	Class III		Per Hour	\$ 10
	Class IV		Per Hour	\$ 20
Folding Chairs	Class I			N/C
	Class II		Per 100 Chairs	\$ 20
	Class III		Per 100 Chairs	\$ 20
	Class IV		Per 100 Chairs	\$ 25

Moveable Stage	Class I	N/C	
	Class II	\$	50
	Class III	\$	50
	Class IV	\$	75
Auditorium Sound Equipment	Class I	N/C	
	Class II	\$	25
	Class III	\$	25
	Class IV	\$	50

Note 1: The above fees do not include amounts charged when extra school personnel are required. Designated school employees must be present whenever kitchen equipment; special lighting, sound systems, and motion picture projectors are to be used. The charges for these employees will be **billed to the lessee** based on hourly rates. ~~and rates and will be the same for all classes of organizations.~~ Permit holder must clear ~~cafeteria kitchen~~ use with Cafeteria Director. ~~The Bethlehem Area School District will charge for site management when utilizing the facilities at the high schools, which include the gymnasiums, swimming pools, and athletic fields.~~ Stadium cleaning and field prep will be charged at the current hourly rates.

Note 2: Bethlehem Area School District retains the right to regulate the kinds, quality, and prices of any goods or services vended or offered to the public by permit holder and all sub-concessionaire vending on said premises under authority of permit holder, so as to eliminate unreasonable risk of harm to the general public (this is limited by the preemptive right of the United States of America or any agent thereof or another public agency to regulate such price or quality).

Concessionaire will agree to indemnify and save harmless Bethlehem Area School District against any and all loss, damage, costs, and expenses, which Bethlehem Area School District may hereafter suffer, incur, be put to or pay by reason of Concessionaire's Contract, and will agree to pay and discharge forthwith, on demand of Bethlehem Area School District, each and every debt, obligation, or claim which shall be made, assigned, or apportioned against Bethlehem Area School District by any Claimant pursuant to claim proved according to law as a result of the issuance of Concessionaire Contract.

Note 3: The Bethlehem Area School District may revoke a facility usage permit in the event of inclement weather. School district personnel will notify Concessionaire if, at their discretion, this decision is made.

Note 4: Circumstances Requiring a Site Manager:

1. If public spectators are allowed/present.
2. ~~Pool utilization will comply with the following regulations:~~
 - a. ~~Groups must supply or secure their own certified lifeguard(s) and submit current lifeguard credentials with the Application for Lease. The lessee will employ the number of certified lifeguards as required by current public bathing regulations which will be verified at lease signing by district Athletic Directors.~~
 - b. ~~A site manager will be required for all outside pool leases.~~
3. Leases requesting multiple buildings and/or field locations will require a site manager to be present.
4. ~~All Bethlehem Area School District Stadium use will require a site manager and a field attendant(s).~~ The district reserves the right to require the hiring of all ancillary personnel necessary to operate the facility in a safe and secure manner.

21. *Authorization for the BASD Lunch Program to Sell Lunches for the 2010-2011 School Year to Lehigh Valley Dual Language Charter School and Lincoln Leadership Academy*

INFORMATION:

Mrs. Hayes has been contacted by two charter schools to provide satellite lunch service to both Lehigh Valley Dual Language Charter School and Lincoln Leadership Academy. Both schools are within close enough proximity to our other production schools that we can provide this service with no disruption to our own lunch program. Both schools will provide their own staffing to serve the lunches and provide the necessary equipment, such as warmers and refrigeration. The costing has been analyzed and pricing is established to account for the product cost as well as production overhead and delivery to insure that the district lunch program will minimally break even on this service. At no time, do we recommend that the satellite program be subsidized in any way by the district.

RECOMMENDATION:

That the Board of School Directors authorizes for the BASD Lunch Program to sell lunches to Lehigh Valley Dual Language Charter School and Lincoln Leadership Academy at \$1.75/breakfast meal and \$2.50/lunch for the 2010-2011 school year.

**NATIONAL SCHOOL LUNCH, SCHOOL BREAKFAST
AND AFTERSCHOOL SNACK PROGRAMS
INSTRUCTIONS FOR COMPLETING PDE-3086**

When a school or child care institution purchases meals/snacks from another school, the contract that follows, PDE-3086, MUST BE USED. Do Not Retype. If the SFA wants to add more requirements, outline the conditions by continuing the numbering system on Page 3 before submitting to the Pennsylvania Department of Education for review.

****To fill out this form, please start at the top and use the tab button on your keyboard to navigate through the required grey fields. If the question does not pertain to your contract, please enter N/A.***

Upon execution of this contract, both parties must keep one copy with their records.

This contract can only be for a one-year period and cannot contain guaranteed renewal clauses.

A school or child care institution that enters into a contract with a school for the purchase of meals/snacks agrees to abide by the procurement standards outlined in Title 7 of the Code of Federal Regulations (CFR), Part 210.21, 220.16 or 226.22, as applicable, and by the Office of Management and Budget (OMB) Circular A-102. These regulations require that such procurement transactions be conducted in a manner that provides maximum open and free competition. Schools or child care institutions may use any of the four procurement methods outlined in OMB Circular A-102.

On January 13, 1987, the United States Department of Agriculture granted the PDE the authority to approve, on a case-by-case basis, noncompetitive negotiation as a method of procurement when meals are vended from one sponsor to another. ***For the PDE to approve the use of noncompetitive negotiation between sponsors, the following criteria must be met:***

1. The provider must have sufficient facilities and a delivery system adequate to handle the increased production.
2. The proximity of the provider must not be an undue hindrance to the fulfillment of the contract.
3. The provider has not received audit or CRE review findings within the past three years which would indicate that the provider was incapable of preparing proper meals, planning quality menus or maintaining adequate records.

This criteria has been incorporated into Items 12, 13 and 14 of the attached contract (PDE-3086). The PDE will accept the provider's signature on the contract as assurance that the provider has met the criteria specified above, thus resulting in the granting of approval by the PDE for the use of noncompetitive negotiation by the provider.

CONTRACT TO SELL OR PURCHASE MEALS FROM SCHOOLS

The Pennsylvania Department of Education, in providing this contract as a service to schools, does not become a party to this contract. The purchasing sponsor, hereafter referred to as the Purchaser, is the responsible authority, without recourse to the Pennsylvania Department of Education and the United States Department of Agriculture regarding the settlement and satisfaction of all contractual and administrative issues arising under this contract. This includes, but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature.

Made and entered into this date of **July 19, 2010** by and between

Lehigh Valley Dual Language Charter School Bethlehem Pa	Bethlehem Area School District 120481002 Bethlehem Pa
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These meals/snacks will be served at the following locations (*press enter/return to add multiple sites*):

Example: PDE School District, 333 Market Street, Harrisburg, PA 17126

Lehigh Valley Dual Language Charter School
551 Thomas St
Bethlehem Pa 18015

The parties entering into this contract agree to be bound by the United States Department of Agriculture (USDA) regulations Title 7 of the CFR Part 210, Part 220 and/or Part 226, as appropriate.

The Purchaser will order meals/snacks on a weekly basis notifying the Provider **Five (5)** days proceeding the week of delivery. Orders will include totals for each site and each type of meal/snack.

If the Purchaser is another School District, Traditional Food-Based Menu Planning Option will be used.

The Purchaser reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of **One (1) Day**.

If the Purchaser's children will eat meals/snacks on the Provider's premises, the children will be at the building and served at **TBD** for Breakfast, **TBD** for Lunch and **NA** for Snack.

The Provider agrees to supply meals/snacks inclusive of milk to the Purchaser for the prices herein listed:

Meal Type	Daily Estimated Servings	x	Estimated No. Serving Days Per Year	x	Unit Price	=	Estimated Total \$\$
BREAKFAST	125		190		1.75		41,562.50
LUNCH	125		190		2.50		59,375.00
SNACK	Na		NA		NA		Na
GRAND TOTAL OF CONTRACT							100,937.50

Conditions:

1. It is further agreed that the Provider, pursuant to the provisions of federal regulations, will assure that said meals/snacks will meet or exceed the minimum meal pattern requirements as necessary for the stated Menu Planning Option, and will maintain full and accurate records that the purchaser requires to meet its record keeping responsibility on a calendar month basis (supported by invoices, receipts or other records), and shall promptly submit invoices and delivery receipts to the Purchaser.
2. Meals/snacks will be delivered on a daily basis or other mutually agreed upon period of time in accordance with the 21-day menu cycle. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Provider from delivering a specified meal/snack component, the Provider shall notify the Purchaser immediately so substitutions can be agreed upon. The Purchaser reserves the right to periodically suggest menu changes within the Provider's suggested food cost range throughout the contract period.
3. The Provider will bill the Purchaser only for meals/snacks prepared and delivered/picked up at the specified time. Damaged or incomplete meals/snacks shall not be included. Adequate refrigeration or heating will be provided when the Provider delivers meals/snacks or picked up by Purchaser to insure the wholesomeness of food in accordance with state and/or local health codes.
4. The Purchaser will furnish the Provider with the number of meals/snacks, by meal service type, to be delivered to each site when applicable.
5. The Purchaser reserves the right to add or delete sites and provide one week's notice to the Provider.
6. The Provider guarantees that meals/snacks will be delivered within the prescribed time period as mutually agreed upon by both parties.
7. The Provider agrees to retain the records required by the Purchaser for a period of three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress) and, upon request, to make all accounts and records pertaining to the program available to representatives of the Pennsylvania Department of Education, the United States Department of Agriculture and/or the Office of the Inspector General and General Accounting Office for audit or administrative review purposes at a reasonable time and place.

The Provider also agrees to provide the needed information on the amount of food sent to the Purchaser for recording on the Production Records. Recipes and Product Information Sheets will be provided to the Purchaser as required for School Meals Initiative (SMI) reviews. If the Provider is providing meals using the NuMenus Planning Option, a printout of the nutrient analysis of the menus used must be provided to the Purchaser.

8. During the performance of the contract, the Provider agrees as follows: The Provider will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability. The Provider will take affirmative action to ensure that applicants are employed and that employees are treated while employed without regard to their race, color, national origin, age, sex or disability. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause.

9. The Provider will comply with all provisions of Executive Order Number 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
10. It is expressly agreed that in the event of any disagreement or controversy arising between the Provider and the Purchaser as to the interpretation of the specifications or proper performance of this contract, the dispute shall be settled between the Provider and Purchaser within a reasonable period of time and shall be final.
11. The Purchaser shall have the option to cancel this contract if the state or federal government withdraws funds to support the Child and Adult Care Food Program, the National School Lunch Program, the School Breakfast Program and/or the Afterschool Snack Program.
12. The Provider guarantees that it has sufficient facilities to handle the increased meal/snack production resulting from the execution and implementation of the requirements of this contract.
13. The Provider guarantees that it has a delivery system sufficient to provide the meals/snacks as specified in this contract.
14. The Provider guarantees that there has not been any audit or CRE findings or sanctions within the past three years which would indicate that the Provider was incapable of preparing proper meals/snacks, planning quality menus or maintaining adequate records.
15. This contract may be terminated by notice, in writing, given by any party hereto to the other party at least 30 days prior to the date of termination.

It is agreed by the parties hereto that there are no other considerations, favors, promises or interests passing between the parties other than what is expressly stated in this contract.

In witness hereof, this contract is signed and executed this date of July 19, 2010 and will end June 30, 2011

Please sign in BLUE ink.

Signature on Behalf of:

Lehigh Valley Dual Language Charter School
Name of Purchaser

Signature on Behalf of:

Bethlehem Area School District
Name of Provider

Signature of Authorized Representative

Mr. Carlos Lopez

Signature of Authorized Representative

Stacy M. Gober

July 19, 2010

**NATIONAL SCHOOL LUNCH, SCHOOL BREAKFAST
AND AFTERSCHOOL SNACK PROGRAMS
INSTRUCTIONS FOR COMPLETING PDE-3086**

When a school or child care institution purchases meals/snacks from another school, the contract that follows, PDE-3086, MUST BE USED. Do Not Retype. If the SFA wants to add more requirements, outline the conditions by continuing the numbering system on Page 3 before submitting to the Pennsylvania Department of Education for review.

****To fill out this form, please start at the top and use the tab button on your keyboard to navigate through the required grey fields. If the question does not pertain to your contract, please enter N/A.***

Upon execution of this contract, both parties must keep one copy with their records.

This contract can only be for a one-year period and cannot contain guaranteed renewal clauses.

A school or child care institution that enters into a contract with a school for the purchase of meals/snacks agrees to abide by the procurement standards outlined in Title 7 of the Code of Federal Regulations (CFR), Part 210.21, 220.16 or 226.22, as applicable, and by the Office of Management and Budget (OMB) Circular A-102. These regulations require that such procurement transactions be conducted in a manner that provides maximum open and free competition. Schools or child care institutions may use any of the four procurement methods outlined in OMB Circular A-102.

On January 13, 1987, the United States Department of Agriculture granted the PDE the authority to approve, on a case-by-case basis, noncompetitive negotiation as a method of procurement when meals are vended from one sponsor to another. ***For the PDE to approve the use of noncompetitive negotiation between sponsors, the following criteria must be met:***

1. The provider must have sufficient facilities and a delivery system adequate to handle the increased production.
2. The proximity of the provider must not be an undue hindrance to the fulfillment of the contract.
3. The provider has not received audit or CRE review findings within the past three years which would indicate that the provider was incapable of preparing proper meals, planning quality menus or maintaining adequate records.

This criteria has been incorporated into Items 12, 13 and 14 of the attached contract (PDE-3086). The PDE will accept the provider's signature on the contract as assurance that the provider has met the criteria specified above, thus resulting in the granting of approval by the PDE for the use of noncompetitive negotiation by the provider.

CONTRACT TO SELL OR PURCHASE MEALS FROM SCHOOLS

The Pennsylvania Department of Education, in providing this contract as a service to schools, does not become a party to this contract. The purchasing sponsor, hereafter referred to as the Purchaser, is the responsible authority, without recourse to the Pennsylvania Department of Education and the United States Department of Agriculture regarding the settlement and satisfaction of all contractual and administrative issues arising under this contract. This includes, but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature.

Made and entered into this date of **July 19, 2010** by and between

Lincoln Leadership Academy
175390169
Allentown Pa

Bethlehem Area School District
120481002
Bethlehem Pa

These meals/snacks will be served at the following locations (*press enter/return to add multiple sites*):

Example: PDE School District, 333 Market Street, Harrisburg, PA 17126

Lincoln Leadership Academy
1414 E. Cedar St.
Allentown Pa 18109-2308

The parties entering into this contract agree to be bound by the United States Department of Agriculture (USDA) regulations Title 7 of the CFR Part 210, Part 220 and/or Part 226, as appropriate.

The Purchaser will order meals/snacks on a weekly basis notifying the Provider **Five (5)** days proceeding the week of delivery. Orders will include totals for each site and each type of meal/snack.

If the Purchaser is another School District, Traditional Food-Based Menu Planning Option will be used.

The Purchaser reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of **One (1) Day**.

If the Purchaser's children will eat meals/snacks on the Provider's premises, the children will be at the building and served at **TBD** for Breakfast, **TBD** for Lunch and **NA** for Snack.

The Provider agrees to supply meals/snacks inclusive of milk to the Purchaser for the prices herein listed:

Meal Type	Daily Estimated Servings	x	Estimated No. Serving Days Per Year	x	Unit Price	=	Estimated Total \$\$
BREAKFAST	290		178		1.75		90,335
LUNCH	290		178		2.50		129,050
SNACK	Na		NA		NA		Na
GRAND TOTAL OF CONTRACT							219,385

Conditions:

1. It is further agreed that the Provider, pursuant to the provisions of federal regulations, will assure that said meals/snacks will meet or exceed the minimum meal pattern requirements as necessary for the stated Menu Planning Option, and will maintain full and accurate records that the purchaser requires to meet its record keeping responsibility on a calendar month basis (supported by invoices, receipts or other records), and shall promptly submit invoices and delivery receipts to the Purchaser.
2. Meals/snacks will be delivered on a daily basis or other mutually agreed upon period of time in accordance with the 21-day menu cycle. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Provider from delivering a specified meal/snack component, the Provider shall notify the Purchaser immediately so substitutions can be agreed upon. The Purchaser reserves the right to periodically suggest menu changes within the Provider's suggested food cost range throughout the contract period.
3. The Provider will bill the Purchaser only for meals/snacks prepared and delivered/picked up at the specified time. Damaged or incomplete meals/snacks shall not be included. Adequate refrigeration or heating will be provided when the Provider delivers meals/snacks or picked up by Purchaser to insure the wholesomeness of food in accordance with state and/or local health codes.
4. The Purchaser will furnish the Provider with the number of meals/snacks, by meal service type, to be delivered to each site when applicable.
5. The Purchaser reserves the right to add or delete sites and provide one week's notice to the Provider.
6. The Provider guarantees that meals/snacks will be delivered within the prescribed time period as mutually agreed upon by both parties.
7. The Provider agrees to retain the records required by the Purchaser for a period of three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress) and, upon request, to make all accounts and records pertaining to the program available to representatives of the Pennsylvania Department of Education, the United States Department of Agriculture and/or the Office of the Inspector General and General Accounting Office for audit or administrative review purposes at a reasonable time and place.

The Provider also agrees to provide the needed information on the amount of food sent to the Purchaser for recording on the Production Records. Recipes and Product Information Sheets will be provided to the Purchaser as required for School Meals Initiative (SMI) reviews. If the Provider is providing meals using the NuMenus Planning Option, a printout of the nutrient analysis of the menus used must be provided to the Purchaser.

8. During the performance of the contract, the Provider agrees as follows: The Provider will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability. The Provider will take affirmative action to ensure that applicants are employed and that employees are treated while employed without regard to their race, color, national origin, age, sex or disability. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause.

9. The Provider will comply with all provisions of Executive Order Number 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations and relevant orders of the Secretary of Labor.
10. It is expressly agreed that in the event of any disagreement or controversy arising between the Provider and the Purchaser as to the interpretation of the specifications or proper performance of this contract, the dispute shall be settled between the Provider and Purchaser within a reasonable period of time and shall be final.
11. The Purchaser shall have the option to cancel this contract if the state or federal government withdraws funds to support the Child and Adult Care Food Program, the National School Lunch Program, the School Breakfast Program and/or the Afterschool Snack Program.
12. The Provider guarantees that it has sufficient facilities to handle the increased meal/snack production resulting from the execution and implementation of the requirements of this contract.
13. The Provider guarantees that it has a delivery system sufficient to provide the meals/snacks as specified in this contract.
14. The Provider guarantees that there has not been any audit or CRE findings or sanctions within the past three years which would indicate that the Provider was incapable of preparing proper meals/snacks, planning quality menus or maintaining adequate records.
15. This contract may be terminated by notice, in writing, given by any party hereto to the other party at least 30 days prior to the date of termination.

It is agreed by the parties hereto that there are no other considerations, favors, promises or interests passing between the parties other than what is expressly stated in this contract.

In witness hereof, this contract is signed and executed this date of July 19, 2010 and will end June 30, 2011

Please sign in BLUE ink.

Signature on Behalf of:

Lincoln Leadership Academy

Name of Purchaser

Signature on Behalf of:

Bethlehem Area School District

Name of Provider

Signature of Authorized Representative

Mrs. Sandra Figueroa-Torres

Signature of Authorized Representative

Stacy M. Gober

July 19, 2010

22. *Authorization for Partnering with Bethlehem Township for Audit Services Associated with Act 511 Taxes*

INFORMATION:

Bethlehem Township has entered into an agreement with Robert Susko, CPA, to audit individuals, businesses, and other taxpayers for admission to amusements, franchise taxes/fees, mercantile, business privilege, earned income, and occupational privilege taxes. The Township has entered into an agreement whereby they pay the auditor 20 percent of the amount collected. The Township is now interested in partnering with the district to share the 20 percent fee paid to the auditor 50/50. The payments to the contractor are a one time payment as the individuals and businesses are reported to Berkheimer & Associates for placement on the tax rolls. This was discussed at the July 12, 2010, Board Finance Committee Meeting.

RECOMMENDATION:

That the Board of School Directors authorizes the district to partner with Bethlehem Township on their contract with Robert Susko, CPA, to identify non-reporting businesses for tax purposes at a rate of 20 percent of taxes recovered to be shared equally by the school district and Township for the period beginning December 31, 2009, and ending December 31, 2012.

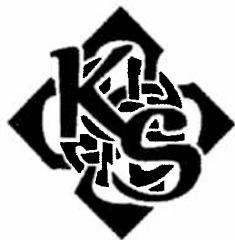
23. *Reappointment of District Solicitor*

INFORMATION:

The Bethlehem Area School District Board of School Directors appointed King, Spry, Herman, Freund & Faul, LLC as solicitors for the Bethlehem Area School District at their January 22, 2008, Regular Board Meeting. The firm has provided the district legal services since 2008 and their current agreement expired June 30, 2010. Attached is the scope of services agreement for the 2010-2011 fiscal year ending June 30, 2011, which includes compensation detail. The proposed rates remain the same as last year. The only addition is the inclusion of a \$75 paraprofessional rate for litigation matters. This is the same rate as the paraprofessional fees for non litigation matters.

RECOMMENDATION:

That the Board of School Directors accepts the attached proposal for the scope of legal services of King, Spry, Herman, Freund & Faul, LLC for the period July 1, 2010, through June 30, 2011.



KINGSPRY

July 9, 2010

JEROME B. FRANK
DONALD F. SPRY II
DOMENIC P. SBROCCHI
KIRBY G. UPRIGHT, LL.M., CPA
KENT H. HERMAN
TERENCE L. FAUL
JOHN E. FREUND, III
JEFFREY T. TUCKER
GLENN M. HAZELTINE
JAMES F. SWARTZ, III*
KEVIN C. REID
PAUL S. FRANK
MICHAEL A. GAUL
ELIZABETH M. KELLY
ELLEN C. SCHURDAK
KRISTINE RODDICK
REBECCA A. YOUNG
DOROTA GASZENICA-KOZAK
JESSICA FRISCH MOYER
LUCAS J. REPKA
ERIN D. GILSBACH
MICHAEL A. SANTANASTO

Ms. Loretta M. Leeson, President of Board of Directors
Bethlehem Area School District
c/o Stacy M. Gober, Assistant to the Superintendent for
Finance and Administration
1516 Sycamore Street
Bethlehem, PA 18017

**RE: Proposal for Scope of Services and Compensation
For Bethlehem Area School District Solicitor**

Dear Ms. Leeson:

This will constitute our proposal for the scope of our legal services to Bethlehem Area School District and as solicitor to Bethlehem Area School District's Board of Directors. If accepted by the Board, this will constitute our agreement to June 30, 2011 or severance, whichever shall first occur.

SERVICES

OF COUNSEL:
E. DRUMMOND KING
JAMES J. RAVELLE, Ph.D., JD.
AFFILIATED WITH:
LAW OFFICES OF IRA WEISS
PITTSBURGH, PA 15219

* Certified Civil Trial
Advocate by National
Board of Trial Advocacy
("A Pa. Supreme Court
Approved Agency")

King, Spry, Herman, Freund & Faul, LLC (KSHFF) will provide comprehensive general counsel, legal consultation services, and representation on all legal matters affecting the Bethlehem Area School District (School District). It is anticipated that, from time to time, after consultation with KSHFF, the School District may engage special counsel as may be recommended by KSHFF, as required by the Attorney's Code of Professional Responsibility, or in the best interests of the School District.

COMPENSATION

1. **Annual Fee:** The School District shall pay to KSHFF the amount of \$16,000 Annual Fee. The services included under the Annual Fee are as follows:
 - All telephone conferences between KSHFF and School District officials involving general legal advice as shall be designated by the Board of Directors;
 - Attendance at one (1) public Board meeting monthly, together with any executive sessions which immediately precede or follow the public meeting.
 - All services not otherwise chargeable.

KING, SPRY, HERMAN, FREUND & FAUL, LLC • ATTORNEYS & COUNSELORS AT LAW
ONE WEST BROAD STREET • SUITE 700 • BETHLEHEM, PA 18018 • TEL: 610-332-0390 • FAX: 610-332-0314

ALLENTOWN • BETHLEHEM • STROUDSBURG

www.kingspry.com

KING, SPRY, HERMAN, FREUND & FAUL LLC

Ms. Loretta M. Leeson, President of Board of Directors

Bethlehem Area School District

July 9, 2010

Page Two

2. **Services outside of Annual Fee – non litigation:** For all other services above the Annual Fee and not involved in litigation, the School District shall be billed at the blended rate of \$120 per hour for professional tasks and \$75 per hour for paraprofessional tasks.
3. **Services outside of Annual Fee - litigation:** For matters where KSHFF represents the School District in litigation, billing will be charged at litigation rates consistent with hourly rates which shall be a blended rate of \$145 per hour for professional tasks and \$75 per hour for paraprofessional tasks. This litigation shall include any circumstances where the School District is contacted by an attorney representing a client; litigation is threatened, actual litigation involving any matter before a court, administrative agency or hearings before the School Board or a hearing officer designated by the Board. This rate shall also apply to employee discipline matters, labor negotiations, and construction matters. Where King Spry is approved defense counsel rates shall be consistent with those rates approved by the carrier, where KSHFF represents the School District before courts, administrative agencies, or in arbitrations. Litigation shall not include student disciplinary cases before the School Board, which will be charged at the non-litigation rate.

KSHFF represents to the School District that it is approved and qualified as defense counsel for the Pennsylvania School Boards Association Insurance Trust endorsed school leaders errors and omissions insurance as well as other writers of educators liability and errors and omissions insurance including AIG. In the event of litigation, an administrative due process request, a claim, or suit within the coverage of the Board of Directors' errors and omissions policy, the School District agrees to submit such claims for coverage and defense, and to request the designation of KSHFF as defense counsel for the School District. In the event of such designation, the School District agrees to accept the hourly rate approved by the insurance carrier.

4. **Non-adversary or Instructional Service:** KSHFF will provide training and instruction in special education and other school law issues as requested to School District faculty and administration at \$125 per hour, which shall be billed separately.

KING, SPRY, HERMAN, FREUND & FAUL LLC

**Ms. Loretta M. Leeson, President of Board of Directors
Bethlehem Area School District**

July 9, 2010

Page Three

5. **Billing:** We will submit itemized invoices on a monthly basis. Litigation matters subject to the approved insurance rate will be invoiced separately from school solicitor services. Bond counsel fees will be paid at closing and will be contingent upon a successful closing.
6. **Reimbursable Expenses:** The School District agrees to reimburse KSHFF payment of out-of-pocket expenses advanced on behalf of the School District including, but not limited to, filing fees for legal documents, advertising, experts, exhibit preparation, extraordinary photocopying, and overnight delivery costs. Long distance telephone charges, ordinary photocopying, and postage will not be charged unless reimbursable by insurance.
7. **Student Discipline**

\$125/hour for preparation and attendance at all student discipline waiver conferences, hearings and preparation of adjudications not to exceed \$60,000.
8. **Special Education Matters**

\$145/hour for consultation, witness prep, representation at resolution sessions and due process hearings.

MUNICIPAL FINANCE AND BOND COUNSEL SERVICES

KSHFF represents and warrants that it is qualified and experienced in the handling of tax-exempt municipal bonds and other municipal finance matters. In the event the School District elects to use the services of KSHFF for purposes of bond counsel in a general obligation financing, KSHFF's fee will be calculated as follows:

	<u>Issue Amount</u>	<u>Fee Amount/ Multiplier</u>
	\$0-\$3.5 million	\$5,000.00
on the first	\$3.5 - 10 million	.0015
on the next	\$10 - 25 million	.0010
	Over \$25 million	.0005

KING, SPRY, HERMAN, FREUND & FAUL LLC

Ms. Loretta M. Leeson, President of Board of Directors

Bethlehem Area School District

July 9, 2010

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Should the financing transaction present unusual issues or complexity, KSHFF&F will advise the School District and arrive at a mutually agreed fee before undertaking the assignment.

All out-of-pocket expenses involving the transaction will be reimbursed to KSHFF.

Where KSHFF acts as bond counsel, School District will have the option to pay KSHFF a total counsel fee equal to 50% of the Bond Counsel fee or to forego such fee. In the event the School District elects to pay KSHFF's total counsel fee, KSHFF will credit such fee against its annual fee spread evenly over six (6) months billing. In the event KSHFF is not Bond Counsel, KSHFF will receive a fee equal to 50% of Bond Counsel's fee for local counsel fees.

PERSONNEL ASSIGNED

KSHFF represents that it has adequate personnel trained in school law and municipal finance to meet the School District's needs. Fees for counsel assigned or who could be assigned to School District's work will be provided in a separate schedule. The primary responsible attorney will be KSHFF partner Donald F. Spry, II, Esquire. Time charges are based upon the professional nature of the task and not personnel assigned. Task assignments shall be at the sole discretion of the primary responsible attorney.

KSHFF represents that it has secured and upon request will provide the District with evidence of Professional Liability Insurance.

KSHFF looks forward to serving the needs of the Bethlehem Area School District.

Very truly yours,

KING, SPRY, HERMAN, FREUND & FAUL, LLC

By: Donald F. Spry II /s/DF
Donald F. Spry, II, Esq.

DFSII/dr

24. *Renewal of Student Accident Insurance 2010-2011***INFORMATION:**

The Bethlehem Area School District's student accident insurance has a renewable annual premium with an effective date of August 1, 2010. A one-year rate-guaranteed proposal from Stocker, Hoffman and Schantz through United States Fire Insurance Company, administrated by A-G Administrators, Inc., P.O. Box 979, Valley Forge Pennsylvania is summarized as follows:

COVERAGE Interscholastic Sports Insurance
Including Band Members, Cheerleaders, Physical Education Class, Intran
Recess, Non-sport Extracurricular Activities and Mandatory Community
Service Activities

Summary of proposals received.

Agent	Carrier	2010-2011 Premium
Myers, Benner Corp.	American Management Advisors, Inc.	\$97,714
Myers, Benner Corp.	Bollinger, Inc.	\$63,840
Myers, Benner Corp.	Bollinger, Inc.	\$62,500
Stocker, Hoffman and Schantz	United States Fire Insurance Company	\$59,700

RECOMMENDATION:

That the Board of School Directors approves the student accident insurance for 2010-2011 as follows:

United States Fire Insurance Company	\$59,700
Stocker, Hoffman and Schantz, Hellertown PA	
Voluntary Student Insurance: (Parent Paid)	
School-Time (Preschool – 12)	\$28.00 per year
24-Hour (Preschool – 12)	\$124.00 per year
Dental Only	\$14.00 per year
Extended Dental	\$7.50 per year

25. *Sale of Property by Northampton County***INFORMATION:**

It has been recommended by Northampton County that property in the district that has been held in the County repository be sold. These parcels have been maintained by Bethlehem Township for some time and it is recommended that the parcels be transferred from the repository to the Township. This property had no tax value to the district while held by the County.

RECOMMENDATION:

That the Board of School Directors authorizes Northampton County to sell the following parcels in Bethlehem Area School District to Bethlehem Township as follows:

M8-SW4-3-9	S. Harvey Road	\$1
M7-SE4-39-1	Sherman Boulevard	\$1
M8-SE4-1-7	Freemansburg Avenue	\$1
M8-SE1-23-13	Hodle Avenue	\$1

26. *Quotations for the \$5,800 - \$15,200 Cost Category***INFORMATION:**

1. Quotations were solicited for:

Emergency Generators – Annual Maintenance and Inspections

The lowest responsible quotation was Crowder Jr. Company, 2184 Industrial Drive, Bethlehem, Pennsylvania 18017 at a cost not to exceed \$6,541.80

The following vendors also were contacted:

Northampton Engines, Inc.	\$7,255
Penn Power Systems	\$10,550

Cabinet Code: NF
Account Code: 10-2600431-000-607-NF-0000

2. Quotations were solicited for:

Inspection of Sprinklers and Fire Pumps - Annual Maintenance and Inspections

The lowest responsible quotation was Victory Fire Protection, Inc., 320 Circle of Progress, Suite 108, Pottstown, Pennsylvania 19464 at a cost not to exceed \$7,150.

The following vendors also were contacted:

Kistler O'Brien	\$8,941
SimplexGrinnell	\$9,575

Cabinet Code: NF
Account Code: 10-2600431-000-607-NF-0000

26. *Quotations for the \$5,800 - \$15,200 Cost Category***INFORMATION:** *(continued)***3. Quotations were solicited for:**

Replacement Hood and Curb Counter Flashing – Gravity Vent Freemansburg Elementary School

The lowest responsible quotation was Pro Com Roofing Corporation, 374 Easton Road, Warrington, Pennsylvania 18976-2418 at a cost not to exceed \$5,270

The following vendors also were contacted:

Dual Temp	\$8,220
H.T. Lyons	\$6,913

Cabinet Code: NF

Account Code: 10-2600431-000-612-NF-0000

Note: On May 4, 2010, a windstorm damaged the gravity vent located on the roof at Freemansburg Elementary School. The damage was reported to the district's insurance company. It is anticipated that the district will receive reimbursement of all costs after the \$5,000 deductible.

27. *Treasurer's Report*

RECOMMENDATION:

That the Board of School Directors approves the Treasurer's Report dated June 30, 2010.

REPORT OF THE TREASURER
June 1 through June 30, 2010

BEGINNING CASH AND INVESTMENT BALANCE

Wachovia Bank - Cash Management	11,064,737.04
Bank of America - General Account	1,996,892.47
Pennsylvania School District Liquid Asset Fund	836,050.66
Wachovia - Worker's Comp Trust Fund	637,380.39
Pennsylvania Local Government Investment Trust	77,994.78
Pennsylvania State Treasurer Invest Program	2,046,815.08
Bank of America Money Market	1,637.87
PSDLAF - Term Investments	3,000,000.00
PSDLAF - 2009B Bond Fund	8,363,614.68
Scholarship Fund	46,466.25
KNBT Bank - Scholarship Fund	118,273.04

TOTAL CASH AND INVESTMENT BALANCE

\$ 28,189,862.26

MONTHLY RECEIPTS

Local Sources	1,818,560.10
State Sources	10,823,547.24
Federal Sources	1,443,647.91
Other Financing Sources	10,138.50

\$ 14,095,893.75

MONTHLY DISBURSEMENTS

Monthly Bills Paid	9,414,412.71
Payroll	14,289,689.85
Debt Service	342,949.78

\$ 24,047,052.34

TOTAL FUNDS AVAILABLE

\$ 18,238,703.67

ENDING CASH AND INVESTMENT BALANCE

		<u>Interest Rate</u>
Wachovia Bank - Cash Management	2,507,463.97	0.250%
Bank of America - General Account	1,996,413.14	0.350%
Pennsylvania School District Liquid Asset Fund	2,353,216.27	varies .073 to .112%
Wachovia - Worker's Comp Trust Fund	637,385.47	0.010%
Pennsylvania Local Government Investment Trust	77,997.30	0.040%
Pennsylvania State Treasurer Invest Program	2,053,024.40	0.200%
Bank of America Money Market	1,638.14	0.200%
PSDLAF - Term Investments	0.00	
PSDLAF - 2009B Bond Fund	8,446,825.69	see attachment
Scholarship Fund	46,466.25	0.947%
KNBT Bank - Scholarship Fund	118,273.04	1.300%

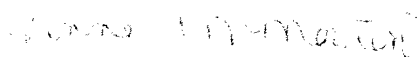
TOTAL CASH AND INVESTMENT BALANCE

\$ 18,238,703.67

Interest Received for June; to be posted in June accounting period

\$ 86,296.68

Respectfully Submitted,



Anne M. Morton
Treasurer

**BETHLEHEM AREA SCHOOL DISTRICT
CD INVESTMENTS**

Date Purchased	Amount Purchased	Interest Rate	Anticipated Interest	Maturity Date	Account	Location
June 14, 2010	\$ 5,000,000.00	0.30%	\$ 4,438.36	September 30, 2010	PSDLAF CD	2009B
June 14, 2010	\$ 1,200,000.00	0.40%	\$ 2,393.42	December 13, 2010	PSDLAF CD	2009B
January 25, 2010	\$ 2,246,825.69	0.12%	\$ 211.85	June 30, 2010	PSDMAX	2009B
April 27, 2010	\$ 117,000.00	1.30%	\$ 1,668.88	May 27, 2011	KNBT Scholarship	
May 7, 2010	\$ 1,273.04	0.60%	\$ 5.20	January 7, 2011	KNBT Scholarship	
May 25, 2010	\$ 46,466.25	0.95%	\$ 331.25	February 19, 2011	BTFCU	

Bethlehem Area School District
Capital Reserve Fund
For the Period of June 1, 2010 thru June 30, 2010

Fund Balance at May 31, 2010	\$	498,956.53
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Expenditures

Financial Management System
 (software, hardware, support services)
 Roof Repairs-Farmersville
 Roof Repairs-Freemansburg
 Roof Repairs-Asa Packer
 Asa Packer Fire Alarm System
 Freedom Railing

\$ -

Fund Balance at June 30, 2010	\$	498,956.53
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The following projects have been approved by the board but have not been completed:

Financial Management System	\$	41,900.26
Pro. Svs. Roof Repairs		
Pro. Svs. Alarm System	\$	2,379.97
Pro. Svs. Railing Repair		
Freedom Railing Repairs	\$	19,058.10

\$ 63,338.33

Estimated Unencumbered Fund Balance	\$	435,618.20
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Bethlehem Area School District
2009B Bond Fund
For the Period of June 1, 2010 thru June 30, 2010

Beginning Fund Balance-May 31, 2010		\$ 3,903,814.67
Revenues		
Expenses		
NEMS Project	429,870.82	
NEMS Prof. Svs	14,826.60	
BMS Project	379,770.84	
Prof. Svs BMS	56,986.61	
LHS Project	-	
Mold Remediation		
Prof Svs Freemansburg	4,700.00	
Buses		
		\$ 886,154.87
Ending Balance-June 30, 2010		\$ 3,017,659.80

The following projects have been approved by the board but have not been completed:

NEMS Project	216,594.31	
BMS Project	2,145,275.06	
LHS Project	70,000.00	
Mold Remediation-Freemansburg	20,000.00	
Buses	-	
Prof. Svs NEMS	43,151.50	
Prof. Svs BMS	13,694.31	
Prof. Svs LHS		
Prof Svs Freemansburg	9,400.00	
		2,518,115.18
Estimated Unencumbered Fund Balance		499,544.62

28. *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.