

January 3, 2017

M-1

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL  
JOINT COMMITTEE  
REGULAR MEETING

The Regular Meeting of the Bethlehem Area Vocational-Technical School Joint Committee was held on the evening of the above date, beginning at 7:02 p.m. at the Bethlehem Area Vocational-Technical School, 3300 Chester Avenue, Bethlehem, PA, for general purposes.

Members Present: Directors Faccinetto, Neiman, Thomasik, Sinkler, Longacre, Eichfeld, Gogel - seven. Absent: Directors Ortiz and Dowling – two.

Others Present: Mr. Adam S. Lazarchak, Executive Director of BAVTS; Mr. Donald F. Spry II, Solicitor, Mrs. Lisa Blank, Business Administrator; Mrs. Susan Fahrenkopf, Secretary/ Treasurer, and interested staff members.

The agenda was approved on the motion of Directors Faccinetto and Neiman and unanimous voice vote.

An Executive Session was held before the regular meeting regarding personnel matters.

The following minutes were approved on motion of Directors Faccinetto and Sinkler and unanimous voice vote:

Reorganization Meeting	December 7, 2016
Regular Meeting	December 7, 2016

The Report of the Secretary/Treasurer for the period ending November 30, 2016, was approved on motion of Directors Faccinetto and Eichfeld and unanimous voice vote.

There were no visitors present, and no public input.

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL  
January 3, 2017

PAYMENT OF BILLS

RECOMMENDATION:

a.) GENERAL BUDGET

That the bills through January 3, 2017 for the General Budget as tabulated on the following pages and certified as to correctness and receipt of materials or services, be paid.

MOTION BY: Director Faccinetto  
SECOND BY: Director Sinkler  
ROLL CALL Motion carried by the following roll call vote: Aye:  
Directors Neiman, Thomasik, Sinkler, Longacre, Eichfeld,  
Gogel, Faccinetto – seven; Nay: none.

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL  
January 3, 2017

To the Members of the Bethlehem Area  
Vocational-Technical School Joint Committee

The administration respectfully submits the following information and recommendations:

1. STAFFING

RECOMMENDATION:

That the following retirement be accepted:

**Robert Kleeman**

Position:	Precision Machining Instructor
Effective:	June 30, 2017

MOTION BY:	Director Eichfeld
SECOND BY:	Director Thomasik
ROLL CALL	Motion carried by the following roll call vote: Aye: Directors Thomasik, Sinkler, Longacre, Eichfeld, Gogel, Faccinetto, Neiman – seven; Nay: none.

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL  
January 3, 2017

2. JOB DESCRIPTIONS UPDATING

INFORMATION:

BAVTS is in the process of updating job descriptions on an as-needed basis. As these are updated, they will be presented to the Joint Committee for review and approval.

RECOMMENDATION:

That the Joint Committee approve the following updated job description (separate packet to be provided at meeting) as presented for a first reading:

- Instructional Assistant
- Math Integration Specialist

MOTION BY: Director Eichfeld  
SECOND BY: Director Thomasik  
ROLL CALL Motion carried by the following roll call vote: Aye:  
Directors Thomasik, Sinkler, Longacre, Eichfeld, Gogel,  
Faccinnetto, Neiman – seven; Nay: none.

## BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL

### Job Description

**Position Title:** Math Integration Specialist  
**Work Unit:** Professional Staff  
**Reports to:** Executive Director, Principal or Supervisor, as assigned

#### GENERAL POSITION REQUIREMENTS

**Education/Certification** Instructional I or II Certification – Secondary Math (7-12)  
 Current (within 1-year) Federal and State Criminal Background  
 and Child Abuse Clearances

**Machinery & Equipment** Program specific, computer, telephone, copy machine.

**Other (skills)** Microsoft Office, Program or trade specific software

#### PRIMARY DUTIES AND RESPONSIBILITIES

##### *Perkins*

- Plans individual and group activities to stimulate progress and competency in related math and academic integration.
- Coordinates plans with Career and Technical Instructors to provide math integration.
- Helps students to develop positive work ethics.
- Adapts instruction for students with special needs, as noted in the student's IEP or as otherwise directed by Administration.
- Works with Instructional Assistants when necessary to implement components of the IEP.
- Collaborates with other teachers to design instruction that complements the vocational-technical curriculum as much as possible.
- Reviews and interprets the P.D.E. academic standards related to the specific academic subject and related content areas and implements the standards through daily instruction.
- Integrates vocational-technical applications of academic principles into the curriculum.
- Models professional, ethical, and appropriate behavior.
- Supervises students as appropriate.
- Completes required paperwork for secondary education programs.
- Uses professional judgment to provide and maintain an educational environment conducive to learning.

##### *General*

- Applies the BAVTS discipline policy to classroom situations.
- Performs hall, cafeteria, bus and other duties as assigned.

**Position Title:**

**Math Integration Specialist**

**REQUIREMENTS OF THE JOB**

***Work Environment:***

The employee occasionally works near moving mechanical parts, such as trade-specific equipment. The employee may occasionally work outdoors when simulating the real-world work environment. Most environments are not air-conditioned nor do they provide access to windows. The noise level is usually moderate to loud, including interruptions from phones, visitors, other employees, students and supervisors.

***Language Skills:***

Ability to read, analyze and interpret general business and technical periodicals, professional journals, technical procedures or governmental regulations; ability to effectively present information in small or large groups or individualized instruction; ability to write reports, take attendance and perform other customary paperwork associated with secondary education; ability to respond to questions from individuals, groups, parents, the general public or other stakeholder groups; ability to speak clearly.

***Mathematics Skills:***

Ability to work with mathematical concepts (fractions, ratios, proportions, percentages, etc.) in order to compute student grades and to perform trade-specific calculations.

***Computer Skills:***

Ability to use computer technology for grading, attendance, e-mail, software applications, internet and other educational activities as required by the Administration.

***Reasoning Skills:***

Ability to apply principles of logical thinking to a wide range of intellectual and practical problems related to secondary students, the world of work and public education issues; ability to deal with a variety of abstract and concrete variables; ability to demonstrate prudent judgment.

**Position Title:** Math Integration Specialist

***Physical Requirements:***

MEASURED IN TERMS OF FREQUENCY

<u>Not At All</u>	<u>Occasionally</u>	<u>Frequently</u>	<u>Constantly</u>
0%	1 – 33%	24 – 66%	67 – 100%

LIFTING

Up to 10 lbs.	Frequently
11 to 20 lbs.	Frequently
Beyond 20 lbs.	Occasionally

BODY MOVEMENTS

Bend/Stoop	Frequently
Climb	Frequently
Kneel	Frequently
Push	Frequently
Pull	Frequently
Twist	Frequently
Stand	Frequently
Sit	Frequently
Walk	Frequently

**TERMS OF EMPLOYMENT**

Salary, Terms, Benefits, and Length of Work Year in accordance with the current Collective Bargaining Agreement. Pre-day, mid-day and post-day duties may account for up to 30% of the work day. Instructional duties account for 70%, or more, of the work day.

Up to 70% of the cost position may be funded by the Perkins Grant in support of the instructional duties. Loss of Perkins funding will require local funding to assume 100% of the financial responsibility.

I have read and understand the responsibilities and requirements of this position and I can perform the essential functions and physical requirements of this job either with  or without  reasonable accommodations. If accommodations are needed, I will provide appropriate documentation to the Executive Director's Office.

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Signature

## BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL JOB DESCRIPTION

**Position Title:** Instructional Assistant

### GENERAL POSITION REQUIREMENTS

**Education/Certification** High School Diploma with Highly Qualified Certification received prior to July 1, 2010 or Associates Degree or 60 post-secondary credits.

**Experience** Work experience academically assisting high school students and in trade area.

**Other (Skills)** Ability to maintain high level of confidentiality. Knowledge of Microsoft Office Suite products.

**Machinery & Equipment** Computer, printer, copier, telephone, fax, calculator, and laminator.

**Reports to** Principal/Supervisor

### ESSENTIAL JOB FUNCTIONS

#### Paraprofessional

- Monitors and provides support to students.
- Assists in the implementation of the specially designed instruction within the Individual Educational Plan (IEP) for all identified students.
- Assists in the vocational assessment of students, as necessary.
- Maintains accurate records as required.
- Provides assistance to staff, students and community members as directed.
- Attends applicable meetings as assigned.

#### General

- Performs assigned duties during non-instructional time periods.
- Additional duties as assigned.



**Position Title:** Instructional Assistant

**TERMS OF EMPLOYMENT**

188 day teacher work year. 7 hours and 20 minutes per day inclusive of a 30-minute duty free lunch. Pre-day, mid-day and post-day general duties account for up to 60 minutes per day. Paraprofessional duties account for 5 hours and 50 minutes per day. Benefits in accordance with the Instructional Assistant agreement.

Up to 80% of the cost position may be funded by the Perkins Grant in support of the paraprofessional duties. Loss of Perkins funding may affect the number of Instructional Assistants that continue to be funded from year to year.

**PHYSICAL REQUIREMENTS OF JOB:**

**MEASURED IN TERMS OF FREQUENCY**

<u>Not At All</u> 0%	<u>Occasionally</u> 1 - 33%	<u>Frequently</u> 34 - 66%	<u>Constantly</u> 67 - 100%
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**LIFTING:**

Up to 10 lbs:	<u>Occasionally</u>
11 to 20 lbs:	<u>Occasionally</u>
Beyond 20 lbs:	<u>Occasionally</u>

**BODY MOVEMENTS:**

Bend/Stoop:	<u>Frequently</u>
Climb:	<u>Frequently</u>
Kneel:	<u>Frequently</u>
Push:	<u>Frequently</u>
Pull:	<u>Frequently</u>
Twisting:	<u>Frequently</u>
Standing:	<u>Frequently</u>
Sitting:	<u>Frequently</u>
Walking:	<u>Frequently</u>

I have read and understand the responsibilities and requirements of this position and I can perform the essential functions and physical requirements of this job either with  or without  reasonable accommodations. If accommodations are needed, I will provide appropriate documentation to the Executive Director's Office.

Signature \_\_\_\_\_

DRAFT

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL  
January 3, 2017

3. AGREEMENT WITH SCHOOL OPERATIONS SERVICES GROUP, INC.

RECOMMENDATION:

It is recommended that the Joint Committee enter into an agreement with School Operations Services Group, Inc. (SOS) for the provision of a Business Consultant.

MOTION BY: Director Eichfeld  
SECOND BY: Director Thomasik  
ROLL CALL Motion carried by the following roll call vote: Aye:  
Directors Thomasik, Sinkler, Longacre, Eichfeld, Gogel,  
Faccinetto, Neiman – seven; Nay: none.

## **BUSINESS CONSULTANT AGREEMENT**

This Agreement is entered into as of the 30th day of December, 2016, between the Bethlehem Area Vocational - Technical School, with its principal place of business being 3300 Chester Avenue, Bethlehem, PA 18020 (hereinafter "Client") and School Operations Services Group Inc., a corporation whose principal place of business is 31 Glenloch Way, Malvern, PA 19355 (hereinafter "Contractor"). Client and Contractor may hereinafter be collectively referred to as the "Parties".

**WHEREAS**, Contractor provides trained, qualified business consultants; and

**WHEREAS**, Client wishes to contract with Contractor for the provision of a qualified business consultant, as further set forth herein, to serve as Business Consultant to Client and perform the duties of Business Manager for Client on an interim basis.

**NOW, THEREFORE**, in consideration of the foregoing and the terms and conditions hereof, and intending to be legally bound hereby, the Parties hereto agree as follows:

### **1. DESCRIPTION OF SERVICES**

Contractor will provide a trained and qualified employee to serve as Client's Business Consultant and fulfill the responsibilities as requested by Client.

Contractor and Client agree that the following conditions shall apply to the Business Consultant while performing duties under this Agreement:

- a. The Business Consultant shall not be an Agent with authority to act on behalf of the Client.
- b. The Business Consultant will not be an authorized signer on behalf of the Client.
- c. The Business Consultant will not be authorized to act as a Construction/Project Manager for construction projects.
- d. The Business Consultant will not receive a performance evaluation by the Client at any time during the term of this Agreement.

During the term of this Agreement, the Business Consultant will be free to set his or her own hours, but shall devote as much of his/her productive time, energy, and abilities to the performance of his/her duties during normal school operation hours. The Business Consultant agrees to provide the Client with his/her work schedule at least 2 weeks in advance.

### **2. TERM**

The term of this Agreement shall be from the date above through June 30, 2017, unless sooner terminated pursuant to the terms and conditions set forth herein. This Agreement may be renewed annually as of July 1st of each year, under the terms and conditions as set forth in these documents, if both Parties agree in writing to such an extension no later than sixty (60) days prior to the expiration of the last contract term. Either party may terminate this Agreement, or an extension thereof, at any time, for any reason by providing sixty (60) days' prior written notice to the other party. Contractor reserves the right, however, to terminate this Agreement upon ten (10) days' prior written notice to Client of Client's failure to render payment for services rendered as required herein. In the event of any termination, this Agreement will continue to govern the Parties' rights and obligations with respect to services performed prior to termination.

### 3. **RATE**

The rate billed to Client will be \$500.00 per day for each 8-hour day or \$250.00 for each 4-hour day that the Business Consultant works. Any hours that Business Consultant works beyond 40 hours per week shall only be as requested by Client and billed at 1.75 times the normal hourly billed rate. Expenses that are a result of requests by Client will be billed as additional expenses, such as mileage, travel, training, etc.; provided, however, that such expenses shall not be incurred without the prior written consent of the Parties as to the cost or rate of each.

### 4. **CONTRACTOR'S RESPONSIBILITIES**

#### **(a) Generally**

Contractor will recruit, interview, select, hire and assign the Business Consultant to the Client. Contractor shall ensure that the Business Consultant is adequately trained, experienced, competent and otherwise qualified to provide said services.

As the Business Consultant's employer, Contractor will: (i) maintain all necessary personnel and payroll records for the Business Consultant; (ii) calculate the Business Consultant's wages and withhold taxes and other government mandated charges, if any; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (i.e., vacation and holiday pay) directly to the Business Consultant; (v) provide for liability and fidelity insurance as specified herein, and (vi) provide workers' compensation and unemployment compensation coverage as set forth herein.

Any issues regarding the performance of the Business Consultant will be addressed by Contractor. At Client's request, Contractor will remove the Business Consultant immediately and replace the Business Consultant within two weeks. Client will not be charged for any days in the interim where services are interrupted. This Agreement will in no way affect the right of Contractor, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate the Business Consultant.

#### **(b) Compliance**

In connection with the performance of this Agreement, Contractor will comply with all applicable laws, regulations and orders, including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act, the Immigration Reform and Control Act, and criminal history record check laws. Specifically, Contractor warrants that the Business Consultant shall be properly screened and vetted pursuant to Pennsylvania law as follows:

- (1) Contractor shall ensure that the Business Consultant shall have the requisite qualifications as required by Pennsylvania law, including but not limited to Act 24, Act 34, Act 114, Act 151. Contractor agrees to bear any and all costs associated with acquiring the required background clearances.
- (2) At all times during the term of this Agreement, Contractor shall comply and ensure that the Business Consultant complies with all applicable requirements of the Pennsylvania Public School Code of 1949 as amended, including but not limited to 24 P.S. §§ 2070.1 et seq., Act 168, Act 24, Act 34, Act 114 and Act 151.
- (3) Prior to the commencement of any services provided by the Business Consultant hereunder, and anytime during the term of this Agreement upon Client's written request, Contractor shall make updated copies of criminal history record information and child abuse clearances the Business Consultant available to Client. Client retains the right to reasonably request updated criminal history record information and child abuse clearances for Business Consultant any time during the term of this Agreement. For purposes of this paragraph, "updated criminal history record information and child abuse clearances" shall mean a criminal history record information and/or

child abuse clearance that has been performed within two (2) weeks of Contractor's submission of the criminal history record information and/or child abuse clearance to Client.

- (4) Contractor further agrees that it shall notify Client immediately upon becoming aware that the Business Consultant was arrested or convicted of any crime under state or federal law. Contractor shall notify Client of such an arrest or conviction within seventy-two (72) hours of Contractor's knowledge of such arrest or conviction. Failure by Contractor to notify Client of such an arrest or conviction within seventy-two (72) hours of Contractor's knowledge of such arrest or conviction shall constitute grounds for immediate termination of this Agreement by Client.
- (5) Contractor shall assure that Business Consultant comply with all applicable Client policies and all applicable local, state and federal laws and regulations.
- (6) Contractor agrees that the failure by Contractor to perform or enforce any of the duties described in this paragraph (b) inclusive shall constitute a material breach of the Agreement entitling Client to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**(c) The Business Consultant**

The Business Consultant shall at all times and for all purposes be deemed an employee of Contractor. The Business Consultant shall not be eligible to receive, nor shall he/she receive, any compensation or benefits from Client nor shall he/she derive any employment related rights or entitlements as related to Client.

Contractor shall be solely responsible for the hiring, compensation, management and evaluation of the Business Consultant.

Contractor shall be solely responsible to pay for any compensation and/or benefits provided to the Business Consultant, as applicable, and to provide for workers' compensation insurance coverage in amounts as required by law as to the Business Consultant. Contractor shall be solely responsible to maintain unemployment compensation insurance coverage for the Business Consultant.

Contractor expressly shall indemnify, save, and hold Client harmless against the payment of any compensation or benefits and all taxes, contributions, or premiums which may be payable under federal, state, or local laws related to the Business Consultant arising out of the performance hereunder. This obligation shall survive the termination of this Agreement.

Its status as independent contractor notwithstanding, Contractor agrees that the Business Consultant shall perform the services outlined herein and all of the duties and responsibilities required of him/her as set forth herein within the stated parameters established by Client and in accordance with all policies and procedures and directions of Client. In particular, Client will be responsible for the specific daily assignment of work. While serving under this Agreement, the Business Consultant shall provide said services at the direction of Client's applicable administrators and shall report directly to Client's applicable administrators. The Business Consultant shall be responsible for the provision of such services and attainment of the specified results as are specifically communicated by Client's applicable administrators. Contractor guarantees that the Business Consultant will satisfactorily perform the services ordered by Client.

Contractor shall be solely responsible for any and all employer obligations under the Patient Protection and Affordable Care Act ("PPACA") with respect to the Business Consultant, and agrees to indemnify and hold harmless Client from any and all claims under the PPACA related to the Business Consultant, and/or that allege or assert the Business Consultant supplied by Contractor is Client's "full time employee" for purposes offering employer-provided health care coverage under

PPACA's shared responsibility provisions. This obligation shall survive the termination of this Agreement.

Contractor shall be solely responsible for any and all obligations under the Fair Labor Standards Act ("FLSA") with respect to the Business Consultant, and agrees to indemnify and hold harmless Client from any and all claims under the FLSA related to the Business Consultant, including but not limited to claims that allege or assert that Client is a joint employer of the Business Consultant. This obligation shall survive the termination of this Agreement.

Contractor agrees that the Business Consultant shall neither accrue seniority with Client nor length of service credit for the purpose of tenure under the Pennsylvania Public School Code of 1949 as amended, for all periods that Business Consultant provides services hereunder. The Business Consultant shall not obtain the status of a participant in any pension program offered by Client to Client's employees, including, but not limited to, the Public School Employees Retirement Fund. Contractor agrees to indemnify and hold harmless Client from any and all claims of the Business Consultant under the Pennsylvania Public School Code of 1949 as amended related to any claims of accrual of seniority and/or participation in any pension program. This obligation shall survive the termination of this Agreement.

#### **5. CLIENT'S RESPONSIBILITIES**

The services to be performed by the Business Consultant will be performed under the direction, and supervision of Client. Client will provide the Business Consultant with: (i) a suitable workplace which complies with all applicable safety and health standards, statutes and ordinances, (ii) all necessary information, training and safety equipment with respect to any hazardous substances, and (iii) adequate instructions, assistance, supervision and time to perform the services requested of them.

Client shall also provide the Business Consultant with all necessary site-specific information such as emergency procedures, school rules and protocols, policies and procedures.

Client agrees to give Contractor prompt written notice of any concern or complaint about the conduct of the Business Consultant. Client will give such notice within two (2) business days from when it learns of the concern or complaint. Client also agrees to cooperate with Contractor with respect to Contractor's independent investigation of such a concern or complaint.

#### **6. PAYMENT FOR SERVICES**

Contractor will invoice Client every fourth week at the address set forth herein. Payment will be due within forty-five (45) days following Client's receipt of the Contractor invoice. In the event of termination of this Agreement, Client will pay Contractor within forty-five (45) days of the date of termination for services performed by the Business Consultant up to the time of termination; provided, however, that if this Agreement is terminated by reason of Contractor's breach, Client shall only be responsible for payment for services rendered up to the time of breach. Client will set up the Business Consultant in the time clock system and will remit the Business Consultant's time cards to Contractor.

#### **7. HIRING OF BUSINESS CONSULTANT**

The Business Consultant may become eligible to be hired by the Client. The Business Consultant will become eligible when he/she has worked a minimum of 520 hours at the Client's Location(s). Beginning upon the date on which the Business Consultant is added to Client's payroll, Contractor shall not charge Client for the Business Consultant and shall not be responsible for paying for liability, workers' compensation, unemployment or FICA insurance, and shall not be responsible for paying any state or federal employer's taxes or any other cost associated with the employment of the Business Consultant so long as he or she is on Client's payroll.

**8. INSURANCE**

During the term of this Agreement, Contractor shall maintain at its expense and keep in full force and effect the following insurances: (1) commercial general liability (including bodily injury, personal injury, products liability, contractual liability, completed operations and property damage) of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; (2) employer's liability coverage with a minimum of One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate; (3) workers' compensation insurance as required by law, or proof of exemption in accordance with applicable law; and (4) property damage insurance in an amount not less than \$100,000. Contractor neither owns or operates any vehicles and therefore, has no automobile insurance. Should the Business Consultant be asked to drive a Client vehicle, he/she shall be covered under Client's automobile insurance.

Contractor shall provide Client with a certificate of insurance evidencing all insurance coverage required by this Agreement and applicable law within ten days of the execution of this Agreement and upon coverage renewal thereafter during the term of this Agreement. The insurances required herein shall include Client as an additional insured and shall be in a form and with companies satisfactory to Client. No such policies of insurance may be reduced, cancelled or non-renewed during the term of this Agreement. If any of the above coverages maintained by Contractor are written on a claims-made basis then upon termination of such coverage Contractor shall provide Client with evidence of "tail" coverage and/or an "extended reporting period" of sufficient duration for Contractor's reasonably foreseeable exposures to loss and/or liabilities arising from this Agreement. The obligations set forth in this Paragraph 8 shall survive the termination of this Agreement.

**9. INDEMNIFICATION BY CONTRACTOR**

Contractor will indemnify, defend and hold harmless Client and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorneys' fees) (collectively "Damages") imposed upon or incurred by Client to the extent arising out of any of the following:

- (a) Contractor's and/or Business Consultant's failure to comply with its obligations under any applicable laws, regulations or orders;
- (b) Contractor's and/or Business Consultant's breach of any obligation contained in this Agreement;
- (c) Any negligent act or omission or intentional misconduct of Contractor, its officers, employees or agents, including but not limited to Business Consultant; and/or
- (d) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Client by and/or Business Consultant or, in the event of death, by his/her personal representative.

**10. INDEMNIFICATION BY CLIENT**

To the extent permitted by law, Client will indemnify, defend and hold harmless Contractor and its directors, officers, employees and agents from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorneys' fees) (collectively "Damages") imposed upon or incurred by Contractor (excluding job-related bodily injury or death of Contractor's employees on assignment to Client) arising out of any of the following:

- (a) Client's failure to comply with its obligations under applicable laws, regulations or orders;
- (b) Client's breach of any obligation contained in this Agreement; and/or
- (c) Any negligent act or omission or intentional misconduct of Client, its officers, employees or agents.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act. The protections and immunities of the Political Subdivision Tort



Act are expressly not waived by Client. Furthermore, Client shall not be responsible or liable for any Damages to the extent they are based on the negligence or intentional acts of Contractor, its employees, agents, representatives, officers, members, directors, and/or assigns, including but not limited to the Business Consultant. Client shall not be responsible or liable for any Damages to the extent they are based on the failure of Contractor, its employees, agents, representatives, officers, members, directors, and/or assigns, including but not limited to the Business Consultant, to fulfill its/their obligations under this Agreement.

**11. NOTIFICATION OF CLAIMS**

In no event will either party be required to indemnify or hold harmless the other for the other's negligence or willful misconduct. Notwithstanding the foregoing, (a) each party shall advise the other party in writing of any claims, notices or other information received by it or of which it becomes aware for which such party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying party to defend such claims or investigate such notice, (b) each party shall provide the indemnifying party with the cooperation and assistance necessary to defend such claim requested by the indemnifying party, and (c) neither party shall settle or compromise any claim admitting the fault, liability or negligence of the other party without the other party's prior written consent, which shall not be unreasonably withheld or delayed.

**12. PERMITS AND LICENSES**

Each party will maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be required with respect to the respective business in which each party is engaged. Contractor shall ensure that the Business Consultant shall maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be required for the Business Consultant's provision of services hereunder.

**13. FORCE MAJEURE**

Contractor will not be responsible for failure or delay in assigning its employees to Client if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God or any other causes beyond the control of Contractor.

**14. NOTICES**

All notices required or sought to be given under this Agreement shall be in writing and shall be deemed to have been made if (i) delivered personally, (ii) sent by certified or registered mail, postage prepaid, or (iii) sent by nationally recognized overnight courier, addressed as shown on the first page of this Agreement. Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

Either party may at any time, in the manner set forth for giving notices to the other party, designate a different name and/or address to which notices to it shall be sent.

**15. COUNSEL FEES**

In the event that either party breaches any provision of this Agreement and the other party retains counsel to enforce any provision hereof, the breaching party shall pay the enforcing party's reasonable counsel fees and costs incurred in the enforcement hereof.

**16. PRIVACY/CONFIDENTIALITY**

(a) Contractor, by executing this Agreement, verifies that it has read, understands and agrees to comply with the laws and regulations relevant to Client's responsibility to protect the privacy and

confidentiality of Client's student, employee, and other information/data. In all ways possible, the privacy, confidentiality and security of all such information and data shall be strictly maintained. Contractor and its employees, officers, agents, and assigns, including but not limited to Business Consultant, agree to abide by all applicable laws, regulations, policies, standards and the like, of any governmental or quasi-governmental entity having jurisdiction, and all of Client's policies pertaining to privacy, student welfare, use of electronic devices, unlawful harassment of students and employees, attire and appearance, drugs and alcohol, health and safety in the workplace, weapons, security, safety, employment, and civil rights, including but not limited to, all requirements of the Family Educational Rights and Privacy Act, the Health Insurance Privacy and Accountability Act, and Client's Acceptable Use of Technology Policy. Client agrees to provide all applicable policies to Business Consultant. Except as necessary to perform its obligations hereunder, Contractor and its employees, officers, agents, and assigns may not use the names of any students and/or any private, confidential, and/or personally identifiable information pertaining to any of Client's students or employees, and/or any of Client's confidential information and/or data, and may not re-disclose any such information to any other person or source.

(b) Contractor acknowledges the confidentiality of Client's data, passwords and other confidential and proprietary information, and hereby agrees not to use or disseminate any of such confidential information except for the express purpose of enabling Contractor to perform its obligations hereunder. Without the prior written consent of Client, Contractor agrees that it will not disclose or distribute any of Client's confidential information or permit any person or entity to have access to any such confidential information, other than Contractor's employees, independent contractors, and such other parties as may reasonably require access for purposes of Contractor's performance hereunder. Contractor agrees that it will not duplicate or distribute to anyone any of Client's confidential information without the prior written consent of Client. Contractor shall use, at a minimum, the same degree of care as to such confidential information as Contractor uses in respect to its own proprietary and confidential information. Upon termination of this Agreement for any reason, Contractor shall immediately return to Client all of Client's confidential information, and shall destroy any confidential information retained by Contractor.

(c) Contractor agrees that the failure by Contractor to perform or enforce any of the duties described in this paragraph 16 inclusive shall constitute a material breach of the Agreement entitling Client to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**17. SECTION HEADINGS**

The Section headings of this Agreement are for the convenience of the Parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties.

**18. SEVERABILITY; WAIVER**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

**19. ASSIGNMENT**

Neither Contractor nor Client may assign this Agreement without the prior written consent of the other party. This Agreement will be binding upon the Parties hereto, and their successors, heirs and assigns, as permitted.

**20. INDEPENDENT CONTRACTOR**

In its performance of this Agreement, Contractor will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Contractor and/or Business Consultant an agent, partner or joint venturer of Client. This Agreement does not preclude Contractor from marketing or selling its services to other entities.

**21. AUTHORITY TO CONTRACT**

Client represents and warrants that it has the right, power, and any requisite authorization to enter into this Agreement. Client represents that it has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement. Client representative who is signing this Agreement represents that he/she has been delegated authority by the subject school board/district to execute this Agreement for Client. Contractor represents that it has satisfied any applicable procedural requirements necessary for it to enter into this Agreement and that the Contractor representative who is signing this Agreement represents that he/she has been delegated authority by Contractor to execute this Agreement on its behalf.

**22. ENTIRETY**

This Agreement is the entire understanding and agreement between the Parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both Parties. Both Parties further represent that the Agreement's terms are clear and unambiguous. To the extent that in the future any term of the Agreement is deemed ambiguous, the Parties expressly agree that neither party shall be deemed the drafter of the Agreement such that the ambiguity would be interpreted in favor of the other party.

**23. GOVERNANCE**

This Agreement will be interpreted under the laws of the Commonwealth of Pennsylvania in effect as of the date of this Agreement. The Parties agree to submit to the exclusive jurisdiction of the Northampton County Court of Common Pleas for any action in law or equity to interpret, enforce, or defend a breach thereof or action seeking a declaratory judgment or injunction.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

**CONTRACTOR: School Operation Services Group Inc.:**

By: Richard H. Krumrine Title: Vice President / Treasurer

\_\_\_\_\_ Date: \_\_\_\_\_

**CLIENT: Bethlehem Area Vocational Technical School:**

By: \_\_\_\_\_ Title: Executive Director

Date: \_\_\_\_\_

ATTEST by: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL

January 3, 2017

4. TUITION-PAID STUDENTSINFORMATION:

The following is a list of tuition-paid students for the 2016-2017 school term who are currently attending Bethlehem Area Vocational-Technical School.

<b>STUDENT ID #</b>	<b>GRADE</b>	<b>PROGRAM/SHOP</b>	<b>TUITION PAID BY</b>
000340872	12	Fashion Industries	Bangor Area School District
000340792	12	Academy for Applied Engineering	Wilson Area School District
000340691	10	Web Design & Development	Nazareth Area School District
000330146	11	Video & Media Arts	Nazareth Area School District
000340799	12	Academy for Applied Engineering	Wilson Area School District
000320587	12	Web Design & Development	Nazareth Area School District

RECOMMENDATION:

That the students listed above be enrolled at BAVTS for the 2016-2017 school term.

MOTION BY: Director Eichfeld  
 SECOND BY: Director Thomasik  
 ROLL CALL Motion carried by the following roll call vote: Aye:  
 Directors Thomasik, Sinkler, Longacre, Eichfeld, Gogel,  
 Faccinnetto, Neiman – seven; Nay: none.

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL  
January 3, 2017

5. AUDIT REPORT

RECOMMENDATION:

That the Audit Report prepared by Gorman & Associates, P.C., for the period ended June 30, 2016, be accepted and spread upon the minutes. The Audit Report will be provided to each Joint Committee member at the meeting.

MOTION BY: Director Eichfeld  
SECOND BY: Director Thomasik  
ROLL CALL Motion carried by the following roll call vote: Aye:  
Directors Thomasik, Sinkler, Longacre, Eichfeld, Gogel,  
Faccinnetto, Neiman – seven; Nay: none.

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL  
 January 3, 2017

J.(1.) WORK PROJECT REPORT

INFORMATION:

The project control report is a list of work that the students complete as an educational experience within their respective shop area. The priority listing for acceptance/rejection of these work orders is as follows:

Projects for Bethlehem AVTS .....	1
Projects for participating school districts.....	2
Projects for non-profit organizations .....	3
Projects for persons who are not employees of BAVTS or sending districts..	4
Projects for BAVTS and attendance area employees and board members.....	5
Void.....	6
Pending Approval .....	7

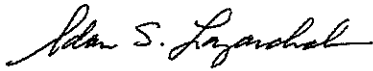
BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL  
January 3, 2017

J.(2.) CONDITION OF THE BUDGET

INFORMATION:

Presented for your information is the statement of the Condition of the Budget ending November 30, 2016.

Respectfully submitted,



Adam S. Lazarchak  
Executive Director

sf

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL  
January 3, 2017

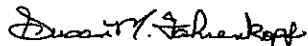
J.(3.) HOUSE PROJECT UPDATE

INFORMATION:

Mr. David Williamson, Construction Project Administrator, informed the Joint Committee members present that the final inspection of the site improvements performed by Empire Services is expected next week. The garage foundation on the existing house has been insulated and backfilled and is ready for construction to begin. The students are expected to be working on site starting next week, weather permitting.

The meeting adjourned at 7:10 p.m. on motion of Directors Faccinetto and Sinkler and unanimous voice vote.

Attest,



Susan M. Fahrenkopf  
Joint Committee Secretary