# 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, Patrick, Recchiuti, White, Dettmar, Makary, Soldridge eight; Absent: Director Schenkel, Eichfeld – two.

Others Present: Dr. Jack Silva, Superintendent of Bethlehem Area School District and BAVTS Superintendent of Record, Mr. Adam S. Lazarchak, Executive Director of BAVTS; Mr. Donald Spry, II, Solicitor; Ms. Sarah Modrick of King Spry, Herman, Freund & Faul, Mrs. Debra Miller, Business Administrator; Mrs. Susan Fahrenkopf, Secretary/Treasurer, and interested staff members.

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

The minutes of the meeting held on August 6, 2024, were approved on motion of Directors Patrick and Recchiuti and unanimous voice vote.

The Report of the Secretary/Treasurer for the period ending July 31, 2024, was approved on motion of Directors Makary and Patrick and unanimous voice vote.

## Ladies and Gentlemen:

Your Treasurer respectfully	submits the following report for	the period ending
Tour Heasurer respection	submits the following report to:	one period and

July 31, 2024

FUND NAME		BALANCE July 1, 2024	RECEIPTS	DISBURSEMENTS	BALANCE July 31, 2024
General	includes PLGIT/CD	2,249,922.28	1,520,509.75	(749,923.49)	3,020,508.54
House Project		145,089.29	2.32	(74.39)	145,017.22
Production		166,454.55	6,903.15	(11,737.25)	161,620.45
	includes PLGIT/CD	3,321,218.23	213,522.99	(262,737.05)	3,272,004.17
Payroll	metades i Boi ii eb	5,549.93	633,993.88	(445,559.63)	193,984.18
Cafeteria		120,366.15	52.55	(605.91)	119,812.79
	includes PLGIT/CD	283,845.45	33,133.04	(29,422.47)	287,556.02
Student Activities	meiddes i borireb	40,846.27	0.86	(138.11)	40,709.02
TOTALS		6,333,292.15	2,408,118.54	(1,500,198.30)	7,241,212.39

# GENERAL, HOUSE PROJECT, PRODUCTION FUNDS, CHECKING ACCOUNT - EMBASSY BANK GENERAL, HOUSE PROJECT, PRODUCTION FUNDS - CASH ACCTS

		GENERAL, HOUSE PROJEC	CT,PRODUCTION	N FUNDS - CASH ACCIS	
	July 1, 2024				1,598,434.06
	RECEIPTS				
		Production	6,900.56		
		Interest	38.04		
		District Contrib.	1,483,354.86		
		District Contrib./Auth.			
		State / Fed Funds	15,185.30		
		Tuition	199.57		
		Other	17,618.84		
		Transfers - PLGIT			
		Inter-Fund Transfers	0.00	1,523,297.17	
	DISBURSEMENTS				
		Prepaid Bills	(126,757.02)		
		Bill Listings			
		Payroll	(620,769.79)		
		OtherAuthority Bond			
		Fees	(375.98)		
		Void Checks			
		Transfers - PLGIT		(747,902.79)	
	July 31, 2024	ADJ BOOK BALANCE			2,373,828.44
TANK DECOMO	TI I A TION	Index 2.1 2024			
BANK RECONC		July 31, 2024	2,381,599.03		
	Bank Balance		2,361,399.03		
	Memo		(0.100.50)		
	Outstanding Checks		(8,108.59)		
	Deposit in Transit	1010	338.00		2,373,828.44
	July 31, 2024	ADJ BANK BALANCE			2,373,020.44

#### Ladies and Gentlemen:

Ladies and Go	entiemen: Your Treasurer respectfully	submits the following report for	the period ending		July 31, 2024
		RNMENT INVESTMENT TRU	IST (GENERAL F	UND)	062 023 06
	July 1, 2024				963,032.06
		Transfers In	0.00		
		Interest	4,118.05		
		P Card purchases	(13,832.34)		
		Transfers Out			
		Transfers Out-CD purch			
	July 31, 2024	ADJ BOOK BALANCE			953,317.77
ANK RECO	ONCILIATION	July 31, 2024			
ALL VIE ALDO	Bank Balance	• •	953,317.77		
	Deposit in Transit				
	Outstanding Checks				
	July 31, 2024	ADJ BANK BALANCE			953,317.77
	341, 31, 2021	Average Yield for July 2024 is 5	.10%		
		CAPITAL RESERVES - EMI	BASSY BANK		
	July 1, 2024				142,337.44
	July 1, 202+	Receipts	200,000.00		
		Interest	4.01		
		Void Checks	0.00	200,004.01	
		Fees			
		Disbursements	(62,737.05)	(62,737.05)	
	July 31, 2024	CONTRACTOR	(02,107,100)		279,604.40
		I. J. 21 2024			
ANK RECO	ONCILIATION	July 31, 2024	270 (04 40		
	Bank Balance		279,604.40		
	Memos		0.00		
	Outstanding Checks		0.00		
	Deposit in Transit	TO THE PART AND THE	0.00		279,604.4
	July 31, 2024	ADJ BANK BALANCE			279,004.40
		THE RESIDENCE AND THE COURSE AND THE COURSE	ICT (CADITAL D	rcedvec)	
	PA LOCAL GOVE July 1, 2024	RNMENT INVESTMENT TRU	JSI (CAPITAL R	eserves)	3,178,880.79
	July 1, 2024	Transfers In	0.00		•
		Interest	13,518.98		
			(200,000.00)		
		Transfers Out CD purch	0.00		
	July 31, 2024	Transfers Out-CD purch ADJ BOOK BALANCE	0.00		2,992,399.7
BANK RECO	ONCILIATION	July 31, 2024	* 000 *00 ==		
	Bank Balance		2,992,399.77		
	Outstanding Checks	ADJ BANK BALANCE	0.00		2,992,399.7
	July 31, 2024				

Outstanding Checks

Memos

# Ladies and Gentlemen:

Your Treasurer respectfully submits the	following report for the p	period ending
---	----------------------------	---------------

July 31, 2024

			NATE DA NITZ		
	X 1 1 2024	PAYROLL FUND - EMBASS	SY BANK		5,549.93
	July 1, 2024	Receipts	633,992.39		-,-
		Interest	1.49		
		Void Checks		633,993.88	
		Fees			
		Disbursements	(445,559.63)	(445,559.63)	
	July 31, 2024				193,984.18
DANIZ DECONCH I	ATION	July 31, 2024			
BANK RECONCILI	nk Balance	July 31, 2024	194,269.18		
	emos		15 1,207110		
	tstanding Checks		(285.00)		
			(200100)		
De	posit in Transit July 31, 2024	ADJ BANK BALANCE			193,984.18
<b></b>	7 3				
		CAFETERIA FUND - EMBAS	SSV RANK		
	11. 1 2024	CAFETERIA FUND - EMIDAS	331 DAINIK		120,366.15
	July 1, 2024	Receipts	50.00		,
		Transfers	50.00		
		Interest	2.55	52.55	
		Interest			
		Disbursements	(605.91)		
		Void Check	0.00	(605.91)	
	July 31, 2024				119,812.79
<u>L</u>	3419 31, 2021				
BANK RECONCILI	IATION	July 31, 2024			
	nk Balance	,	119,860.84		
	emos		0.00		
	itstanding Checks		(48.05)		
	posit in Transit		0.00		
	July 31, 2024	ADJ BANK BALANCE			119,812.79
A THE POSITION OF THE PARTY AND THE POSITION OF THE POSITION O		ADULT EDUCATION FUND	_ FMRASSV RAN	ık	
	July 1, 2024		- ENIBROST BAL	142	283,845.45
	July 1, 2024	Receipts	33,127.06		
		PLGIT Transfers	0.00		
		Interest	5.98	33,133.04	
		ATTOTOGE			
		Disbursements	(29,422.47)		
		Void Checks	0.00		
		PLGIT Transfer	0.00	(29,422.47)	
	July 31, 2024	The state of the s			287,556.02
BANK RECONCIL	IATION	July 31, 2024			
Ва	ank Balance		286,956.02		

0.00

0.00

## Ladies and Gentlemen:

Ladies and Gentlemen: Your Treasurer respectfully	submits the following report for t	he period ending		July 31, 2024
Deposit in Transit		600.00		
July 31, 2024	ADJ BANK BALANCE			287,556.02
	STUDENT ACTIVITY ACCT	-EMBASSY BANK		
July 1, 2024				40,846.27
• •	Receipts	0.00		
	Other			
	Interest	0.86	0.86	
	Disbursements	(138.11)		
	OtherRet'd Check			
	Voided Check	0.00	(138.11)	
July 31, 2024	ADJ BOOK BALANCE			40,709.02
BANK RECONCILIATION	July 31, 2024			
Bank Balance	•	40,709.02		
Outstanding Checks		0.00		
Deposit in Transit		0.00		
July 31, 2024	ADJ BANK BALANCE			40,709.02

EMBASSY BANK	
General Fund	2,381,599.03
Capital Reserve	279,604.40
Payroll Account	194,269.18
Cafeteria Fund	119,860.84

286,956.02 Adult Ed. Fund 40,709.02 Student Activity Fund **PLGIT** 953,317.77 PLGIT General Fund 953,317.77 PLGIT CD (General Fund) 0.00PLGIT Capital Reserve 2,992,399.77 2,992,399.77 0.00PLGIT CD (Cap Reserve) PLGIT Adult Fund 0.00

TOTAL BANK BALANCES 7,248,716.03

PLGIT CD (Adult Fund)

REPORT OF DEPOSITORIES

Respectfully submitted,

0.00

Sugar Takesley

0.00

July 31, 2024

September 3, 2024

# PAYMENT OF BILLS

# **RECOMMENDATION**:

# a.) GENERAL BUDGET

That the bills through September 3, 2024 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 Patrick SECOND BY: Director Soldridge

ROLL CALL Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary,- eight; Nay: none

DESCRIPTION	CERTIFICATION FEE REIMBURSEMENT	CERTIFICATION FEE REIMBURSEMENT	GAS SERVICE	ELECTRIC SERVICE	GAS SERVICE	CELL PHONES	LAWN SERVICE	WATER SERVICE	TUITION REIMBURSEMENT	GAS SERVICE	GAS SERVICE	LEASE RENTAL OF HARDWARE	NOTARY BOND & COMMISSION FEE	PHONE SERVICE	LOST CHECK REPRINT	SEWER BILLING	SUPPLIES, SOFTWARE, EQUIPMENT, TRAVEL	MAINTENANCE & ELECTRONICS SUPPLIES	TUITION REIMB. RATE ADJUSTMENT	TUITION REIMB. RATE ADJUSTMENT	GAS SERVICE	FUEL FOR SCHOOL VEHICLES	LAWN SERVICE	AUTO TECH SUPPLIES	ELECTRICAL & MAINTENANCE SUPPLIES	AUTO TECH SOFTWARE RENEWAL	OFFICE, CLASSROOM, MAINTENANCE SUPPLIES				
AMOUNT	200.00	200.00	83.80	17,548.56	111.38	304.54	1,425.00	1,887.58	918.00	918.00	659.00	459.00	459.00	486.51	1,073.95	2,113.59	38.50	98.14	866.00	55.75	11,624.71	823.96	408.00	375.00	28.72	273.23	1,425.00	96.46	3,867.88	975.00	2,289.50
	❖	\$	\$	Ş	Ş	<b>⊹</b>	❖	\$	s	\$	Ϋ́	❖	Ş	❖	❖	\$	❖	\$	\$	Ş	❖	❖	<b>⊹</b>	\$	\$	\$	\$	\$	Ŷ	∙Λ•	↔
VENDOR	JESSE SCHNECK	MERISSA LONG	NRG BUSINESS MARKETING	PP&L	UGI UTILITIES	VERIZON WIRELESS	WORKHORSE LANDSCAPING & EXCAVATING	CITY OF BETHLEHEM	DANIEL BERARDESCA	JESSE SCHNECK	JORDAN MONTAGUE	MERI LINDENMUTH	TYLER HEFT	UGI ENERGY SERVICES LLC	UGI UTILITIES	CANON FINANCIAL SERVICES, INC.	RECORDER OF DEEDS	SERVICE ELECTRIC CABLE TV	AMERICAN RED CROSS	BETHLEHEM TOWNSHIP	EMBASSY BANK -	HOME DEPOT CREDIT SVCS.	JESSE SCHNECK	TYLER HEFT	UGI UTILITIES	WEX BANK	WORKHORSE LANDSCAPING & EXCAVATING	ADVANCE AUTO PARTS	ALL-PHASE ELECTRIC SUPPLY CO.	ALLDATA CORP.	AMAZON CAPITOL SERVICES
CHECK NUMBER	33269	33270	33271	33272	33273	33274	33275	33276	33277	33278	33279	33280	33281	33282	33283	33284	33285	33286	33287	33288	33289	33290	33291	33292	33293	33294	33295	33296	33297	33298	33299
PREPAY	>-	>	>	>	>	>-	>	>-	>	>	>	>	>	>	>	>-	>	>-	>	>	>	>	>	>	>-	>	>				
CHECK DATE	8/7/2024	8/7/2024	8/7/2024	8/7/2024	8/7/2024	8/7/2024	8/7/2024	8/14/2024	8/14/2024	8/14/2024	8/14/2024	8/14/2024	8/14/2024	8/14/2024	8/14/2024	8/16/2024	8/16/2024	8/16/2024	8/19/2024	8/21/2024	8/22/2024	8/28/2024	8/28/2024	8/28/2024	8/28/2024	8/28/2024	8/28/2024	9/3/2024	9/3/2024	9/3/2024	9/3/2024

MAINTENANCE SUPPLIES VIDEO MEDIA SUPPLIES TECHNOLOGY COMPUTERS & SUPPLIES 24-25 ANNUAL BILLING - STUDENT INFO SYSTEM RETAINER & ENGINEERING FEES ELECTRONICS SUPPLIES GARBAGE REMOVAL SEPT LIFE/LTD INSURNACE	SUMMER MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT SEPT MEDICAL/RX/DENTAL INSURANCE ANNUAL SOFTWARE FEE	,	TROUBLESHOOT CAFE FREEZER  ONLINE CURRICULUM - AUTO TECH  TECHNOLOGY SERVICES/SOFTWARE  WATER TREATMENT  ELECTRONICS SUPPLIES  MILEAGE REIMBURSEMENT  ANNUAL SERVICE 24-25 & MONITORING		INSPECTIONS & REPAIRS CARPENTRY SUPPLIES PEST CONTROL 24-25 SUPPLIES - AUTO TECH PRODUCTION GRAPHICS SUPPLIES 2024 PACTA CO-OP CCONFERENCE
1,964.08 5,522.57 10,703.55 25,243.00 9,559.10 413.84 2,517.20 2,785.17	112.56 124.62 166,949.01 3,736.00	1,180.00 3,830.00 158.00 1,714.49 1,080.96	683.50 4,550.00 854.84 235.00 1,217.76 258.62 15,455.00	3,657.00 5,749.17 1,500.00 60.00 2,397.00	399.41 3,209.22 130.17 66.68 322.04 560.00
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ARAMSCO INC DBA PENN VALLEY CHEMICAL B & H FOTO-VIDEO BIT DIRECT INC. CENTRAL SUSQUEHANNA I.U. CHA CONSULTING INC. CHANEY ELECTRONICS INC. CHRIN HAULING, INC	CONNIE MUSCHKO DEAN RUCH EBTEP FACILITIES MANAGEMENT EXPRESS	GORDON BENNETT PAINTING GOVCONNECTION INC HENDERSHOT DOOR SYSTEMS INC. HERPEL'S AUTO & TRUCK LIFTS HIGHMARK BLUE SHIELD	HSA MECHANICAL INC. ICEV MULTIMEDIA INTEGRA ONE INTEGRITEC INC. JAMECO ELECTRONICS JANELLE SCHAEFFER IOHNSON CONTROLS FIRE PROTECTION LP		MORE MILES AUTOMOTIVE LLC MOYER LUMBER & HARDWARE MOYER PEST CONTROL NAPA AUTO PARTS NEW PRECISION TECHNOLOGY PACTA
33300 33301 33302 33303 33304 33305 33306	33308 33309 33310 33311	33313 33314 33315 33316 33317	33318 33319 33320 33321 33322 33323	33325 33325 33326 33327 33328 33329	33331 33332 33333 33334 33335 33336
9/3/2024 9/3/2024 9/3/2024 9/3/2024 9/3/2024 9/3/2024	9/3/2024 9/3/2024 9/3/2024 9/3/2024	9/3/2024 9/3/2024 9/3/2024 9/3/2024 9/3/2024	9/3/2024 9/3/2024 9/3/2024 9/3/2024 9/3/2024	9/3/2024 9/3/2024 9/3/2024 9/3/2024 9/3/2024 9/3/2024	9/3/2024 9/3/2024 9/3/2024 9/3/2024 9/3/2024

	.39 GRAPHICS SUPPLIES	.15 CLASSROOM & OFFICE SUPLIES	.00 SHREDDING SERVICE	.88 GRAPHICS & MARKETING PRODUCTION SUPPLIES	.00 WORKERS COMP COVERAGE	.25 GRAPHICS SUPPLIES	.00 ONLINE SUBSCRIPTION - AUTO TECH	.07 DRAIN MAINTENANCE PROGRAM	.43 ELECTRONICS SUPPLIES	.51 CLASSIFIED AD & PAPER SUBSCRIPTION	0.00 ONLINE SUBSCRIPTION - WELDING	.00 REPAIRS & REPLACEMENT MOTOR	396.00 PORT O POTTY HOUSE PROJECT	551.42 MAINTENANCE SUPPLIES	824.25 CYLINDER RENTALS & WELDING SUPPLIES	3.40 MASONRY SUPPLIES	3.00 LICENSE & OSHA COURSE	351.77 FEDERAL INTEREST RETURN	3.40 WELDING SUPPIES	).26 DRAIN PIPE REPLACEMENT
467.25	180.39	859.15	200.00	204.88	16,932.00	842.25	1,231.00	299.07	2,770.43	1,676.51	2,100.00	7,825.00	396	551	824	1,790.40	10,499.00	351	2,183.40	4,120.26
↔ ·	s	\$	<b>⊹</b>	\$-	\$	s	❖	❖	❖	❖	\$-	Ş	\$	⊹	\$	φ.	\$	❖	❖	❖
PREFERRED EAP	PREMIUM SIGN SUPPLIES INC.	QUILL CORP.	RICHTER DRAFTING AND OFFICE SUPPLY CO.	SAN MAR CORPORATION	SDIC .	SHARDA PAPER INC	SHOPKEY	STATE CHEMICAL	TESTEQUITY LLC	THE MORNING CALL	TOOLING U - SME	TRANE OF NORTHEASTERN PA.	UNITED SITE SERVICES	W.W. GRAINGER	WILSON PRODUCTS	BON TOOL COMPANY	CAREEERSAFE LLC	DEPT. OF HEALTH AND HUMAN SERVICES	DURAMAX MOBILE	TREFS MECHANICAL INC.
33337	33338	33339	33340	33341	33342	33343	33344	33345	33346	33347	33348	33349	33350	33351	33352	33353	33354	33355	33356	33357

TOTAL

\$ 388,410.31

September 3, 2024

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

The administration respectfully submits the following information and recommendations:

# 1. STAFFING

## **RECOMMENDATION:**

a. That the following appointment be rescinded:

Brandi Wagner

Position: Part-Time Instructional Assistant

b. That the following appointments be approved:

Amber Hunsicker

Position: Part-Time Instructional Assistant (replacement for Brandi

Wagner)

Salary/Benefits: \$24.00 per hour, with no health benefits.

All other terms in accordance with the Instructional Assistants Agreement

Effective: August 26, 2024, pending receipt of

all required paperwork

**Demetrius Chaikalis** 

Position: Custodian

Salary/Benefits: \$19.50 per hour for the 2024-2025 school year

school year, with benefits in accordance with the Custodial and Maintenance Employee Agreement

Effective: September 3, 2024, pending receipt of

all required paperwork

c. Approve the change in title of Michael Galler, Supervisor of Curriculum, to Supervisor of Career and Technical Education, to align with the job description that was approved by the Joint Committee at the April 2, 2024 meeting.

d. That the following individual be granted a Family Medical Leave:

Employee #0352: Effective 8/21/24 – 9/25/24

MOTION BY: Director Faccinetto SECOND BY: Director Patrick

ROLL CALL Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary, - eight; Nay: none

September 3, 2024

# 2. 2024-2025 STIPEND POSITIONS

# RECOMMENDATION:

That the following stipend position(s) for 2024-2025 be approved as presented:

STIPEND DESCRIPTION	NAME	AMOUNT
Supplemental First Aid Officer	Melodie Bloszinsky	\$1,000.00
Supplemental First Aid Officer	Jenifer Stilgenbauer	\$1,000.00

MOTION BY: Director Faccinetto SECOND BY: Director Patrick

ROLL CALL Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary,- eight; Nay: none

September 3, 2024

# 3. COLUMN/SALARY ADJUSTMENTS

# **RECOMMENDATION**:

The following instructors have completed educational requirements to qualify for the following contractual salary schedule change for the 2024-2025 school year.

	CHANGE FROM	CHANGE TO	<u>EFFECTIVE</u>
Tyler Heft	Column A (Intern)	Column A+ (Intern + 9)	August 27, 2024
Daniel Berardesca	Column A (Intern)	Column A+ (Intern +9)	August 30, 2024

MOTION BY: Director Faccinetto SECOND BY: Director Patrick

ROLL CALL Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary, - eight; Nay: none

September 3, 2024

# 4. JOB DESCRIPTION UPDATING

# **RECOMMENDATION**:

That the Joint Committee approve the following job description, presented for a first reading:

• DECA Chapter Advisor A

MOTION BY:

**Director Faccinetto** 

SECOND BY:

Director Patrick

ROLL CALL

Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary,- eight; Nay: none

# BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL JOB DESCRIPTION

Position Title:

**DECA Chapter Advisor A** 

**GENERAL POSITION REQUIREMENTS** 

**Employee Group** 

Professional Staff Member

Reports to

Supervisor of CTE

**ESSENTIAL JOB FUNCTIONS** 

- Responsible for membership rosters based on the guidelines provided by DECA
- Responsible for coordinating/attending local, district, state and national level conferences for BAVTS students.
- Conduct monthly meetings with student membership
- Plan and conduct a community service activity with members
- Plan and conduct a leadership activity with members
- Supervise fundraising to cover the costs of maintaining a Chapter of DECA, Installation
  of officers and recruiting of new members.
- Other duties as assigned.

#### TERMS OF EMPLOYMENT

School year stipend position appointed annually. Work hours concurrent with and in addition to the normal school day. Payment for on-site supervision at DECA local, state, national competitions and events is covered under the Career-Technical Student (CTSO) Advisor Stipend.

Created: August, 2024 Joint Committee Action:

#### **PHYSICAL REQUIREMENTS**

## MEASURED IN TERMS OF

**FREQUENCY** 

 $\begin{tabular}{c|cccc} \hline Not At All & Occasionally & Frequently & Constantly \\ \hline 0\% & 1-33\% & 24-66\% & 67-100\% \\ \hline \end{tabular}$ 

LIFTING

Up to 10 lbs. Occasionally 11 to 20 lbs. Occasionally Beyond 20 lbs. Not at all

## **BODY MOVEMENTS**

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

Created: August, 2024 Joint Committee Action:

September 3, 2024

# 5. BOARD POLICY UPDATING

## **INFORMATION**:

It is requested that the Joint Committee review Section 200, Pupils, Use of Medications, and make any suggestions for changes or clarifications at the September Joint Committee Meeting. This will be the first reading of this policy.

# RECOMMENDATION:

That the Joint Committee approve Section 200, Pupils, Use of Medications, as a first reading.

MOTION BY:

Director Faccinetto

SECOND BY:

**Director Patrick** 

ROLL CALL

Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary,- eight; Nay: none

8/30/24, 10:35 AM BoardDocs® PL



Book Policy Manual

Section 200 Pupils

Title Use Of Medications

Code 210

Status First Reading

Adopted November 5, 2008

Last Revised September 3, 2024

## **Purpose**

The Joint Committee shall not be responsible for the diagnosis and treatment of student illness. The administration of prescribed medication to a student during school hours in accordance with the direction of a parent/guardian or family physician will be permitted only when failure to take such medicine would jeopardize the health of the student or the student would not be able to attend school if the medicine were not available during school hours.

#### Definition

For purposes of this policy, **medication** shall include all medicines prescribed by a licensed health care provider and over-the-counter medicines.

For purposes of this policy, **licensed health care providers** shall include licensed physicians (M.D. and D.O., physician assistants (PA), podiatrists, dentists, optometrists, or certified registered nurse practitioners (CRNP). Written directions from a CRNP for controlled substances must be cosigned by a physician or dentist.

## **Authority**

The Joint Committee directs all school employees to comply with the Pennsylvania Department of Health's Guidelines for Pennsylvania Schools for the Administration of Medications and Emergency Care.

Before any medication may be administered to or by any student during school hours, the Joint Committee shall require the written request of the parent/guardian, giving permission for such administration and relieving the Joint Committee and its employees of liability for administration of medication or the written order of the prescribing physician, which shall include the purpose of the medication, dosage, time at which or special circumstances under which the medication shall be administered, length of period for which medication is prescribed, and possible side effects of medication.

# **Delegation of Responsibility**

The Executive Director, in conjunction with the School's First Aid Officer, shall develop procedures for the administration and self-administration of students' medications.

8/30/24, 10:35 AM BoardDocs® PL

1. Medication and any specific equipment necessary for the administration of medicine shall be provided by the parent/guardian.

- 2. All medications shall be administered by the First Aid Officer or designee, or self-administered by the student, upon written request.
- 3. Medications and any specific equipment for the administration of medication shall be securely stored and kept in the original labeled container(s).
- 4. The First Aid Officer shall maintain a record of the name of the student to whom medication is prescribed, the prescribing health care provider, the dosage and time of administration, and a notation of each instance of administration.
- 5. All employees involved in administering or supervising self-administration of medication shall receive appropriate training from the First Aid Officer before performing this responsibility.
- 6. Students may carry selected medication and may self-administer under controlled conditions with parental/licensed health care provider's written approval. The carrying of medications and self-administration of medication by a student during the school day shall be at the discretion of the First Aid Officer.
- 7. The administrator in charge and First Aid Officer shall review regularly the procedures for administration and self-administration of medications and shall evaluate recordkeeping, safety practices, and effectiveness of this policy.

# Administration of Medication During Field Trips and Other School-Sponsored Activities

The Joint Committee directs planning for field trips and other school-sponsored activities to start early in the school year and to include collaboration between administrators, teachers, First Aid Officer, appropriate parents/guardians and other designated health officials.

Considerations when planning for administration of medication during field trips and other school-sponsored programs and activities shall be based on the student's individual needs and may include the following:

- 1. Assigning school health staff to be available.
- 2. Utilizing a licensed person from the school's substitute list.
- 3. Contracting with a credible agency which provides temporary nursing services.
- 4. Utilizing licensed volunteers via formal agreement that delineates responsibilities of both the school and the individual.
- 5. Addressing with parent/guardian the possibility of obtaining from the licensed prescriber a temporary order to change the time of the dose.
- 6. Asking parent/guardian to accompany the child on the field trip, with proper clearances.
- 7. Arranging for medications to be provided in an original labeled container with only the amount of medication needed.
- 8. Security procedures shall be established for the handling of medication during field trips and other school-sponsored activities.

Legal

24 P.S. 1850.1
 22 PA Code 12.41

24 P.S. 1402

September 3, 2024

# 6. CONFERENCE REQUESTS

# **RECOMMENDATION:**

That Dana Huber, Supervisor of Lifelong Learning, be granted permission to attend the PACTA Workshop for Adult CTE Coordinators in State College, PA, from October 3-4, 2024. The approximate cost is \$505.48.

That Michael Galler, Supervisor of Career and Technical Education, and Kurt Samson, Welding Instructor, be granted permission to attend the Fabtech International Expo in Orlando, Florida, from October 14-17, 2024. The approximate cost is \$2,400.00.

Any conference requests listed above are in the budget.

MOTION BY:

Director Faccinetto

SECOND BY:

**Director Patrick** 

ROLL CALL

Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary, - eight; Nay: none

September 3, 2024

# 7. SNOW REMOVAL SERVICES

# **INFORMATION:**

Cutting Edge Property Services LLC has been the approved snow removal contractor since the 2021-2022 snow removal season. We are extremely satisfied with their services and they have agreed to hold pricing (since the original agreement) for the next three years for snow removal season for their services.

## **RECOMMENDATION**:

That the Joint Committee approve the following agreement for snow removal services with Cutting Edge Property Service LLC for 2024-2025, 2025-2026 and 2026-2027.

MOTION BY:

**Director Faccinetto** 

SECOND BY:

**Director Patrick** 

ROLL CALL

Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary,- eight; Nay: none

# SNOW AND ICE REMOVAL SERVICE AGREEMENT BETWEEN THE BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL AND CUTTING EDGE PROPERTY SERVICE LLC

THIS AGREEMENT is made by and between BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL (hereinafter "BAVTS") with an address of 3300 Chester Ave, Bethlehem, Pennsylvania, 18020, and CUTTING EDGE PROPERTY SERVICE LLC (hereinafter "VENDOR) with an office and place of business at 445 Washington Drive, Walnutport, PA 18088.

#### RECITALS

**WHEREAS**, VENDOR has indicated an interest in performing snow and ice removal services for BAVTS; and

**WHEREAS**, BAVTS is interested in utilizing the professional services of VENDOR to perform snow and ice removal services.

**NOW THEREFORE**, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Property Locations.</u> Subject to the terms and the conditions set forth in this Agreement, VENDOR shall perform snow and ice removal services at the following BAVTS property locations (hereinafter referred to collectively and individually as the "Property"):

- (a) BAVTS' property at 3300 Chester Avenue, Bethlehem Township, Pennsylvania (BAVTS' main location); and
- (b) BAVTS' property located at 3266 Hecktown Road, Bethlehem Township, Pennsylvania upon specific request by BAVTS.

# 2. <u>Areas of Snow/Ice Removal.</u>

- (a) <u>Snow plowing/shoveling.</u> VENDOR shall plow/shovel the snow upon the Property as follows:
- (i) 3266 Hecktown Road, Bethlehem Township: Entrance road and cul-de-sac leading to driveways; and
- (ii) 3300 Chester Avenue, Bethlehem Township: All parking lots, driveways, exterior entrances, walkways, stairways, loading dock, and handicap access ramps (not blocking any fire hydrants/electrical equipment).
- (b) <u>Ice removal.</u> VENDOR shall apply de-icing materials supplied by BAVTS upon the Property as follows:
- (i) 3266 Hecktown Road, Bethlehem Township: Entrance road and cul-de-sac leading to driveways; and
- (ii) 3300 Chester Avenue, Bethlehem Township: All parking lots, driveways, and exterior entrances, walkways, stairways, loading dock, and handicap access ramps.
- 3. <u>Snow/Ice Removal Services.</u> For purposes of this Agreement, VENDOR shall perform snow and ice removal services as follows:

- (a) Should two (2) or more inches of snow fall upon the Property, VENDOR shall perform snow and ice removal services upon the Property automatically and without BAVTS' prior request.
- (b) In the event that (i) less than two (2) inches of snow fall upon the Property; or (ii) ice accumulates (and less than two (2) inches of snow fall) upon the Property, and as such BAVTS desires VENDOR to provide snow and/or ice removal services, BAVTS shall be required to contact VENDOR to request the performance of services hereunder.
- (c) VENDOR acknowledges and agrees that BAVTS' objective in entering into this Agreement is to ensure that the aforementioned areas of the Property are free of snow and ice prior to the start of each school day. As such, VENDOR shall use its best efforts to consult with BAVTS regarding the necessary response time and expected completion time to provide snow/ice removal services hereunder in a timely manner.
- (d) Any areas that accumulate snow/ice bordered by a curb will require that the snow be moved so that it is not pushed/piled over the top of the curbing. Any additional equipment required will be provided by VENDOR and included in the rate schedule in section 5. Price.
- 4. <u>Term of Agreement</u>. The term of this Agreement shall commence on the date of the execution of this Agreement and will continue through April 30, 2027; however, this term may be subject to earlier termination as provided in this Agreement.

# 5. <u>Price</u>.

(a) BAVTS agrees to pay VENDOR for snow and ice removal services pursuant to the following rate schedules:

equipment, fuel, repairs and manager	ow. Rates shall include all necessary labor, materials, ment services for snow and ice removal.
equipment, fuel, repairs and manager	ment services for snow and ice removal.
3300 Chester Avenue Property - pricing to include everyth	ning Cost
but salt and ice melt	·
Less than 1"	Salt/ice melt only
Less than 1" - if plowing requested by BAVTS	\$ 2,015.00
1"-1.99"	\$ 2,515.00
2"-3.99"	\$ 2,975.00
4" - 5.99"	\$ 3,275.00
6" - 7.99"	\$ 3,675.00
8"-9.99"	\$ 4,125.00
10"+ Specify pricing structure if not flat fee	Hourly
Hourly Rate	
3266 Hecktown Road Property - pricing to include everyth but salt and ice melt	
Less than 1"	Salt/ice melt only
Less than 1" - if plowing requested by BAVTS	\$ 200.00
1"-1.99"	\$ 275.00
2"-3.99"	\$ 325.00
4" - 5.99"	\$ 375.00
5" - 7.99"	\$ 425.00
8"-9.99"	\$ 475.00
10"+	Hourly
10"+ Specify pricing structure if not flat fee  Hourly Rate	
Hourry Nate	
Removal Rate from BAVTS Property	\$ 165.00 price per load
C. It / DAY/TC to average product)	\$ 95.00 price per ton applied
Salt (BAVTS to supply product)	2 33.00 price per con apprior

Hourly Rate Method - Applicable for 10 or more inches		
Hourly rates for the equiplment available for use and listed b equipment, fuel, repairs and manager	pelow. Rates shall include all necessary labor, mater ment services for snow removal.	ials,
	Hourly Rate	
Truck with plow 6' - 7'6"	\$ 150.00	
Truck (min. 10,000# GVWR or larger) with plow 8' - 10'	\$ 155.00	
Truck (min. 17,500# GVWR or larger) with plow larger than 10'	) <sup>'</sup> \$ 155.00	
Skidsteer/track loader/Bobcat	\$ 125.00	
Skidsteer/track loader/Bobcat with snowbox	\$ 135.00	
Front end loader/backhoe	\$ 160.00	
Front end loader/backhoe with snowbox	\$ 200.00	
Articulating loader 5+ ton with snowbox	\$ 235.00	
Laborer with shovel	\$ 50.00	
Laborer with snowblower	\$ 60.00	
Sidewalk clearing device non-snowblower (i.e. ATV w/		
plow) Specify, if other than ATV w/ plow		
	\$ 75.00	
Salt (BAVTS to supply product)	\$ 95.00 price per ton applied	
Removal Rate from BAVTS Property	\$ 165.00 price per load	

- (b) In the event that BAVTS requests that snow be physically removed from the Property, VENDOR shall charge \$165.00 per load of snow removed.
- 6. Payment. Payments due from BAVTS to VENDOR hereunder shall be made within ten (10) business days of BAVTS' receipt of VENDOR's invoice thereof.
- 7. <u>BAVTS Obligations.</u> BAVTS Supervisor of Building and Grounds and VENDOR shall walk through entire property to review all locations to be plowed within the agreement. Based upon this pre-season walkthrough, the VENDOR will determine will determine and place snow markers where they are best utilized for their employees who

will be on-site. Unless otherwise determined by mutual written agreement, markers shall be placed before the first day of November and removed after the last day in April. VENDOR will be responsible for any damage to sod, curbing, or other piece of the Property not properly marked by VENDOR that may occur during VENDOR's performance in accordance with this Agreement.

# 8. <u>VENDOR Obligations.</u>

- (a) <u>Insurance.</u> VENDOR shall maintain workers' compensation insurance and liability insurance in amounts required by the Commonwealth of Pennsylvania at all times during the term of this Agreement. At the commencement of this Agreement, VENDOR shall provide BAVTS with satisfactory proof that VENDOR's workers' compensation insurance and liability insurance is in effect. BAVTS retains the right to request satisfactory proof of VENDOR's workers' compensation insurance and liability insurance at any time during the term of this Agreement.
- (b) <u>Background Checks</u>. At the commencement of this Agreement, VENDOR shall provide BAVTS with copies of recent background checks for all of VENDOR's then-current employees. Upon the hiring of any new employee during the term of the Agreement, VENDOR shall provide BAVTS with a copy of said employee's recent background check. BAVTS retains the right to reasonably request recent background checks for VENDOR's employees at any time during the term of this Agreement. For purposes of this subparagraph 8(b), "recent background check" shall mean a background

check that has been performed within two (2) weeks of VENDOR's submission of the background check to BAVTS.

- 9. <u>Indemnification</u>. Except as otherwise set forth herein, and except as may be caused by the acts or omissions of BAVTS, its employees, agents, affiliates, associates or officers, VENDOR shall indemnify, defend, and hold harmless BAVTS from any and all actions, liabilities, claims, damages, suits, liens, judgments, attorneys' fees and costs arising out of, resulting from, or related in any way to VENDOR's performance under or regarding this Agreement. VENDOR's obligation to indemnify BAVTS pursuant to this Paragraph 9 shall survive the expiration or termination of this Agreement for any reason.
- 10. <u>Termination</u>. Either party may, without prejudice to any other right or remedy it may have, immediately terminate this Agreement, by written notice to the other party, if either of the following events occurs:
- (a) Either party materially breaches any provision of this Agreement and fails to cure such breach within ten (10) days of written notice of breach given by the other party; or
- (b) Either party becomes insolvent, makes an assignment for the benefit of creditors, files a petition for bankruptcy, becomes the subject of any receivership proceeding, or admits in writing its inability to pay its debts generally as they become due.

In the event of termination hereunder, VENDOR shall be compensated only for services performed in accordance with this Agreement and up to the date of termination.

- 11. <u>Choice of Law</u>. This Agreement shall be interpreted according to the laws of the Commonwealth of Pennsylvania. 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.
- 12. <u>Integration.</u> This Agreement represents the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, contracts, understandings, negotiations, and other arrangement.
- 13. <u>Severability.</u> All agreements and covenants contained in this Agreement are severable, and in the event any of them are held to be invalid by any competent court, this Agreement will be interpreted as invalid agreements or covenants were not contained in this Agreement.
- 14. <u>Waiver.</u> The failure to enforce or require the performance at any time of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions and shall not effect either the validity of this Agreement or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- 15. <u>Amendment and Modification</u>. This Agreement may be amended, modified or supplemented only by the written agreement of BAVTS and VENDOR.
- 16. <u>No Assignment.</u> This Agreement shall not be assigned or subcontracted, whether individually or by operation of law, by either party hereto.

- 17. <u>No Waiver of Immunity.</u> Nothing in this Agreement shall be construed to waive or reduce BAVTS' rights pursuant to the Political Subdivisions Tort Claims Act.
- 18. <u>Notices.</u> Any notice, request, demand, statement or payment shall be given in writing, by facsimile, email, mail, and shall be delivered to the recipient to the addresses for each party as provided herein.
- 19. <u>Authority</u>. The parties executing this Agreement represent and warrant to each other that they have the full right, power, capacity and authority to execute and deliver this Agreement, and that they have duly and properly performed all acts required to authorize them to carry out this Agreement and the transactions contemplated by it.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have hereunto set their hands and seals on the year and date specified below.

DATE:	
DATE.	Title:VENDOR
DATE:	
DATE.	Title:

September 3, 2024

## 8. CONTINUING EDUCATION

# a. LEASE AGREEMENT WITH PRIMERA FOOD SAFETY SOLUTIONS, LLC

## **RECOMMENDATION:**

That the Joint Committee approve the attached one-year lease agreement with Primera Food Safety Solutions, LLC, for the purpose of conducting ServSafe training. This agreement was prepared using a template that was originally developed by the BAVTS solicitor.

# b. 2024-2025 CONTINUING EDUCATION INSTRUCTORS

# **RECOMMENDATION:**

That the following individual be approved as Continuing Education Instructor for the 2024-2025 school year, at the hourly rate listed, pending receipt of all required paperwork:

Name	Course	Salary
Danielle Loucks	Clinical Nursing Skills	\$28.00/hour

MOTION BY:

**Director Faccinetto** 

SECOND BY:

**Director Patrick** 

ROLL CALL

Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary, - eight; Nay: none

## **LEASE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2024, by and between the Bethlehem Area Vocational-Technical School, with a business address of 3300 Chester Avenue, Bethlehem, Pennsylvania 18020 (hereinafter called "Lessor"), and Primera Food Safety Solutions, LLC, with a business address of 34 Lynnwood Dr., Allentown, PA 18109 (hereinafter called the "Lessee"). Lessor and Lessee may hereinafter be collectively referred to as the "Parties".

**WHEREAS**, Lessee wishes to lease space located on the premises of 3300 Chester Avenue, Bethlehem, Pennsylvania, which is property owned by Lessor; and

WHEREAS, Lessor is agreeable to leasing space to Lessee, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

# **Section 1. Leased Premises:**

- (1) Lessor hereby leases to Lessee classroom space located within Lessor's building located at 3300 Chester Avenue, Bethlehem, Pennsylvania (the "Building"), plus the nonexclusive use of restrooms, parking, sidewalk and driveway areas on the premises of the Building (the "Leased Premises").
- (2) Lessee specifically acknowledges that it has inspected the Leased Premises and all fixtures contained therein and accepts the same, without reservation, in an "as is" condition.

#### Section 2. Term:

The term shall be the 2024-25 BAVTS school year, ending on the 6th day of June, 2025, unless sooner terminated pursuant to this Agreement (the "Term"). This Agreement may be renewed for additional one (1) year terms, at the mutual written agreement of the Parties; provided, however, that Lessee must provide Lessor notice of intent to renew by May 1, 2025, and Lessor must respond within sixty (60) days thereafter.

# **Section 3. Possession:**

It is understood and agreed that Lessee shall operate its ServSafe program within the Leased Premises, at such dates and times that shall be agreed upon by the Parties. With the prior consent of Lessor, which shall not be unreasonably withheld, Lessee will be provided with limited access to the Leased Premises prior to the commencement of each session for set up and transition purposes. Lessee shall not have access to the Leased Premises except as specifically set forth herein (i.e., during sessions and with prior approval for set up/transition purposes).

#### Section 4. Use of Premises:

- (1) The Leased Premises may be used only for the direct purpose of Lessee operating its ServSafe program.
- (2) The Leased Premises may only be used after 3:30 pm and vacated by 9:30 pm on days the school building is open and in session for daytime students.
- (3) Except as otherwise permitted by prior written consent of Lessor, Lessee shall only access and use the Leased Premises pursuant to this Agreement on such dates and times as when Lessor's property at 3300 Chester Avenue, Bethlehem, Pennsylvania is otherwise open to its employees and/or students.
- (4) Lessee shall not use or suffer or permit to be used the Leased Premises or any part thereof for any purpose or use in violation of any law or ordinance or any regulation of any governmental authority or in any manner that will constitute an unreasonable annoyance to any occupant of Lessor's property, or a nuisance, or for any hazardous purpose, or in any manner that will violate, suspend, void or serve to increase the premium rate of, or make inoperative, any policy or policies of insurance on Lessor's premises.

# **Section 5. Rental Payments:**

Lessee agrees to pay the Lessor the sum of One Hundred Fifty Dollars and 00/100 (\$150.00) per session, at least one (1) month prior to each session during the Term of this Agreement. Lessee shall also pay as additional rent the sums described in Section 12 of this Lease if applicable.

# Section 6. Security Deposit:

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

#### Section 7. Payment of Taxes:

Lessor represents that the Leased Premises are currently exempt from real estate taxes. Lessor will cooperate in any effort to maintain the property as exempt from real estate taxes. If Lessee's use and/or occupancy of the Leased Premises causes any change in this tax-exempt status, Lessor may terminate the Lease upon thirty (30) days prior written notice to Lessee.

## Section 8. Subletting:

Lessee may not assign or sublet the Leased Premises or any part thereof without Lessor's prior written consent, which shall not be unreasonably withheld.

# Section 9. Improvements:

The Leased Premises is leased in "as-is" condition and no improvements are therefore required by Lessor or Lessee during the term of this Lease. If Lessee desires for any additions, alterations, and/or improvements to be made to the Leased Premises, Lessee shall submit a written request to Lessor and Lessor, in its sole and absolute discretion, may deny such request. Under circumstances where Lessor approves the request, Lessor and/or its contractors shall complete the additions, alterations, and/or improvements and issue an invoice to Lessee for all costs associated therewith.

#### Section 10. Utilities:

During the Term of this Lease Agreement, Lessor shall be responsible for payment of one hundred percent (100%) of the metered charges for electric, gas, trash and recycling, water and sewer, and for providing and paying for telephone and Internet service. Cable is not available in the Leased Premises. If Lessor has computers available, it may also offer the use of the computers to Lessee during the Term of this Lease Agreement. Lessor shall not be responsible for any break in any of the aforementioned services that are not the direct result of Lessor's actions and/or failure to act.

**Section 11. Use of Technology:** Lessor may provide Lessee with a Laptop Cart with a maximum of 20 laptops for the use during the sessions at the cost of Fifty Dollars and 00/100 (\$50.00) per session. The request must be in at least one (1) week prior to each session.

# Section 12. Maintenance and Repairs:

Lessee will, at its cost and expense throughout the Term of this Lease Agreement, maintain in good condition the interior of the Leased Premises, and will keep the same in good order and condition and will make necessary repairs thereto. If maintenance required to be made to the Leased Premises by Lessee hereunder is not made within ten (10) days after written notice delivered to Lessee by Lessor, Lessor may, at its own option, make such repairs and/or maintenance, and Lessee shall pay to Lessor, upon demand, the cost such repairs and/or maintenance as additional rent hereunder.

Lessor shall be responsible for all preventative maintenance associated with the Leased Premises. Lessor shall be solely responsible for replacement of mechanical systems and all related costs Lessor shall maintain in good condition and keep in good repair the exterior and structural components of the building, including the roof, foundation, walkways, sidewalks, and parking areas, and shall keep the walkways, sidewalks, and parking areas clear of all obstructions. Any repairs that have to be made will be made promptly upon notification in writing by the Lessee. Lessor shall be responsible for snow removal from all designated walkways, sidewalks, and parking areas.

Lessor shall be responsible for the provision of custodial and garbage removal services upon the Leased Premises to the extent that Lessor regularly provides such services on Lessor's property.

#### Section 13. Insurance:

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

- (1) Fire Insurance Lessee shall keep its interest in and to all equipment and property in the Leased Premises insured against loss or damage by fire and other hazards. Lessor shall, similarly, keep its interest in the Leased Premises insured.
- (2) Personal Injury and Property Damage Insurance Lessee shall maintain a policy of insurance with a limit of no less than One Million Dollars (\$1,000,000.00) covering

liability for bodily injury, property damage, and machinery insurance during the Term of this Lease.

- (3) Commercial General Liability Insurance: Lessee shall maintain a policy of insurance with a limit of no less than One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$1,000,000.00) aggregate.
- (4) Workers Compensation Insurance: Lessee shall maintain a policy of insurance as required by the laws of the Commonwealth of Pennsylvania. The workers' compensation insurance must contain a waiver of subrogation in the customary form.
- (5) Other Insurance Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by Lessor against other insurable hazards as are commonly and reasonably insured against for the type of business activity that Lessee will conduct. Lessee shall name the Lessor as an additional insured on its policies of insurance or otherwise provide a waiver of subrogation in the customary form.
- (6) All insurance required hereunder shall be written with responsible companies licensed to do business in the Commonwealth of Pennsylvania. Upon Lessor's request, a Certificate of Insurance evidencing Lessee's property/casualty insurance, provided by the company issuing the policy, shall be provided to the Lessor, or when appropriate, to the holder of any mortgage. The company issuing Lessor's policy shall provide a Certificate of Insurance evidencing Lessor's Property/Liability insurance to Lessee.

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

## Section 14. Indemnity:

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

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

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

# Section 15. Damage by Casualty:

In the event that any casualty damage occurs to the Leased Premises, then this Lease Agreement shall be terminated at the option of either party hereto and advance rent paid by Lessee shall be repaid to Lessee. Notice of such terminations shall be in writing by the party electing to terminate and must be given within thirty (30) days after such destruction occurs.

# Section 16. Condemnation:

In the event that all or a substantial part of the Leased Premises shall be acquired or condemned by eminent domain, for any public use or purpose, so as to materially affect its use by Lessee, in the reasonable judgment of the Lessee, then this Lease Agreement shall cease and be terminated and Lessor shall have no claim against Lessee for the value of any unexpired term of this Lease, and any rental paid by Lessee in advance of the date of condemnation for any portion of the Lease term subsequent to the date of condemnation shall be repaid by Lessor to Lessee.

# **Section 17. Surrender of Premises:**

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

# Section 18. Defaults of Lessee:

Any one or more of the following shall constitute a default by the Lessee hereunder: If the Lessee, during the term of this Lease Agreement or any renewal thereof:

- (1) Does not pay in full when due and payable all rent, minimum and additional, herein agreed to be paid by Lessee; or
- (2) Violates or fails to perform or otherwise breaches in a material fashion any covenant or provision hereof; or
- (3) Abandons the Leased Premises; or
- (4) Becomes bankrupt or insolvent, or files any debt or proceedings, or takes or has taken against Lessee in any court pursuant to any statue, either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if it makes an assignment; provided, however, that if an involuntary proceeding shall be

swayed or dismissed within sixty (60) days of filing, the same shall not constitute a default by Lessee under this Section; or

(5) This Lease may be terminated by Lessee if Lessee's governing body approves a discontinuance and complete cessation of the programming and services offered by Lessee in or on the Leased Premises and does not provide for such services elsewhere in its plan of services. Lessor shall receive thirty (30) days written notice of such action by the Lessee's governing body. In such event Lessee shall surrender the Leased Premises no later than July 1 of any Lease year.

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

#### Section 19. Remedies of Lessor:

In the event of default by the Lessee as provided in Section 19 hereof, and in any or either of such events of default at the sole options of the Lessor:

- (i) Termination:
  - This Lease and the Term hereby created, or renewal term hereof, shall, at the sole option of Lessor, terminate and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by performance of any provision of this Lease Agreement.
- (ii) Entry and Possession:
  - After notice of default has been given to Lessee by Lessor, and after the expiration of the period within which Lessee may cure any default as provided herein, Lessor may enter the Leased Premises for such purposes as may be permitted by law and may, after ten (10) days written notice to Lessee, remove the property and personnel of Lessee, and store the property in a public warehouse at the expense of the Lessee. Lessor shall give oral and written notice to the Lessee of the location of said public warehouse within twenty-four (24) hours of said removal. Entry and possession pursuant to this subsection shall constitute terminations of the Lease and upon termination, Lessor may recover from the Lessee all damages resulting from the breach including the cost of recovering the Leased Premises.
- (iii) Lease:
  - Lessor may lease the Leased Premises, or any part or parts thereof, to such person or persons as may be in Lessor's reasonable business judgment be deemed best suited, and Lessee shall be liable for any loss of minimum or additional rent, for the balance of then current Term; and
- (iv) Remedies Cumulative: All of the remedies hereinbefore given to Lessor and all rights and remedies given

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

#### Section 20. Notices:

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

#### **Section 21. Successors:**

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

#### Section 22. Waiver:

The waiver of Lessor or Lessee of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of future breaches, if any, or such term, covenant or condition herein contained. The subsequent acceptance of rent herein under by Lessor shall not be deemed to have been waived unless such waiver is in writing by Lessor or Lessee.

#### Section 23. Recording:

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

#### Section 24. Entire Agreement:

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

#### Section 25. Severability:

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

Section 26. Discrimination: Each of the Parties hereto covenant and agree that where applicable respectively, they shall not discriminate against any person for any reason by reason of gender, race, creed, color, sexual preference, national origin, disability, ancestry, age or other legally protected status.

Section 27. Force Majeure: Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, hurricane, tornado, snowstorm, epidemic, pandemic, accident, explosion, casualty, virus or other malicious software, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, act of terrorism, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

Section 28. Clearances/Background Checks: Lessee represents that it has in its respective possession and will at all times while this Agreement is in effect have in its respective possession copies of criminal history record<sup>1</sup> information and child abuse clearances<sup>2</sup> (collectively, "Eligibility Report"), which Eligibility Report shall never be older than five (5) years from date of issuance, for Lessee's then-current employees, volunteers, and/or independent contractors who may, in his/her capacity as an employee, volunteer, and/or independent contractor, have direct contact with children on the Leased Premises and/or on surrounding Lessor's property while utilizing the Leased Premises hereunder ("Personnel"). At any time during the Term of this Agreement, in the event that Lessor has a reasonable suspicion that Lessee's Personnel has been charged with, arrested for or convicted of any statute covered by the Eligibility Report or named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report or an indicated child abuse report, Lessor retains the right to reasonably request that Lessee have an Eligibility Report conducted within two (2) weeks of such request, and forward the results thereof to Lessor promptly upon receipt of the results of the Eligibility Report by Lessor. Notwithstanding the foregoing, Lessor may request that the Personnel who is the subject of the request not enter onto the Leased Premises until the Eligibility Report is obtained and reasonably approved by Lessor. Lessee further agrees that it shall notify Lessor immediately upon (and within seventy-two (72) hours of) becoming aware that any of its Personnel have been charged with, arrested for or convicted of any statute covered by the Eligibility Report or named in the Statewide database an alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report or an indicated child abuse report.

<sup>&</sup>lt;sup>1</sup> Indicating that such individual has not been arrested for or convicted of any "Reportable Offense" as enumerated in 24 P.S. §§ 1-111(e) and/or 1-111(f.1).

<sup>&</sup>lt;sup>2</sup> Indicating that such individual is not named in the Statewide database as the alleged perpetrator in a pending child abuse investigation or as the perpetrator of a founded report or an indicated child abuse report. {01059005}

Section 29. Authority: The parties executing this Agreement represent and warrant to each other that they have the full right, power, capacity and authority to execute and deliver this Agreement, and that they have duly and properly performed all acts required to authorize them to carry out this Agreement and the transactions contemplated by it.

Section 30. Choice of law; Jurisdiction: 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,** Lessor and Lessee have hereunto set hands and seals this day first above written.

WITNESS:	BETHLEHEM AREA VOCATIONAL- TECHNICAL SCHOOL
Name: Susan M. Fahrenkopf Joint Committee Secretary	Name:
WITNESS:	Primera Food Safety Solutions, LLC
	Name:
	Title:

September 3, 2024

#### 9. RWAN INTERNET AND DDOS MONTHLY COST AGREEMENT

#### **INFORMATION:**

Attached is the agreement with Colonial IU 20 for our internet access, along with the cyberattack (DDOS) prevention/mitigation service.

#### **RECOMMENDATION:**

That the Joint Committee approve the attached agreement between Bethlehem Area Vocational-Technical School and Colonial Intermediate Unit 20 for RWAN Internet and DDos Services effective July 1, 2024 - June 30, 2026 for Internet Access Charge and for DDoS (Cloudflare) Protection effective July 1, 2024 – June 30 2025.

MOTION BY: Director Faccinetto SECOND BY: Director Patrick

ROLL CALL Motion carried by the following roll call vote: Aye:

Directors Faccinetto, Patrick, Recchiuti, Schenkel, White, Demko,

Dettmar, Makary,- eight; Nay: none



Dedicated to your children and the people who serve them

6 Danforth Drive
Easton PA 18045-7899

p 610-252-5550

f 610-252-5740

www.ciu20.org

Bethlehem Area Vocational Technical School RWAN Internet and DDoS Monthly Cost July 1, 2024 - June 30, 2026 - Internet Access Charge July 1, 2024 - June 30, 2025 - Distributed Denial of Service (Cloudflare) Protection

Internet Access Charge¹ - (E-Rate Eligible)	\$69.11
PTD Internet (7/1/2024 - 6/30/2026) - \$45.44	
PAIUnet Internet (7/1/2024 - 6/30/2025) - \$23.67	
Distributed Denial of Service (Cloudflare) Protection	\$227.19
Internet and DDoS Sub Total	\$296.30
Estimated E-Rate Credit (Effective E-Rate Discount 79%)	\$54.58
Estimated Monthly Net Due	\$241.72

RWAN Member acknowledges and understands that CIU20 will execute master service agreements with third party vendors to facilitate the RWAN Member's receipt of Internet and Distributed Denial of Service (DDoS) services at the prices set forth above. In order to do so, CIU20 is contractually bound to PenTeleData for a two (2) year period through June 30, 2026 for the internet access service, to PAIUnet for a one (1) year period through June 30, 2025 for internet access service, and to Central Susquehanna Intermediate Unit (CSIU) for a three (3) year period through June 30, 2025 for Cloudflare DDoS protection. In the event that RWAN Member seeks to terminate this Service Order for the internet access service with CIU20 prior to June 30, 2026, and/or seeks to terminate this Service Order for DDoS protection with CIU20 prior to June 30, 2025, RWAN Member agrees to pay for any early termination charges that CIU20 incurs from PenTeleData, PAIUnet, and CSIU.

The purpose of this service order is to update the internet access charge for the next two (2) years, as the current RWAN agreement that is currently in place until June 30, 2030, only has pricing for internet access service until June 30, 2024. CIU20 bids out internet service every few years to make sure that consortium members receive the best rate for internet service. In addition, this service order also updates the DDoS charge for the next one (1) year. If the consortium's average utilization increases during the term of the contract, it is possible that the charge associated with DDoS above could increase proportionally with the increase of bandwidth utilization.

<sup>&</sup>lt;sup>1</sup> The specific quantity of Internet bandwidth being charged to each RWAN member is based on each LEAs # of students relative to the other RWAN members. The total quantity being purchased across the RWAN is 20 Gbps. CIU20 anticipates that there will be adequate capacity to enable each RWAN member to have access to ample bandwidth to meet your needs. CIU20 does not anticipate the need to rate limit the Internet usage at this time.

Docusign Envelope ID: 8D5776E0-E160-4D82-9863-06E17107BCBD



6 Danforth Drive Easton PA 18045-7899 ρ 610-252-5550 f 610-252-5740 www.ciu20.org

Dedicated to your children and the people who serve them

	er Name - Bethlehem	Area Vocational Technical School	
Dr.420hristopher S. Wolfel	08/28/2024 Date	Signature of Authorized Individual	Date
Olisha Kalapay  MenoAlishadadkalapay  Secretary to the Board	8/29/2024 Date	Printed name of Authorized Signatory	
		Title of Authorized Signatory	

September 3, 2024

#### J.1. <u>CAPITAL NEEDS</u>

#### **INFORMATION:**

The Administration has been reviewing the capital needs of the school. We have identified the following items:

\$ 60,000.00	A/C for Precision Machining
\$150,000.00	Cosmo program renovations
\$650,000.00	Annex RTU replacement (5)
\$450,000.00	Cafeteria/Culinary/Bake Shop RTU (3)
\$305,000.00	Front Entrance Safety - Main Building
\$ 75,000.00	Annex Exterior Door Column Repair - Carpentry & Building
	Trades
\$ 75,000.00	Mezzanine Railing
\$ 60,000.00	Van/Vehicle to be purchased

We will be meeting with D'Huy Engineering to refine our estimates and plan to present projects for the Summer of 2025 for your consideration in the upcoming months. Funding for the proposed projects would be through the Capital Reserve Fund.

### BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL September 3, 2024

#### J. 2. 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	
Projects for persons who are not employees of BAVTS or sending districts	
Projects for BAVTS and attendance area employees and board members	5
Void	6
Pending Approval	7

	*TYPES: 1- BAVTS staff; 2- BAVT	S students; 3- Ger	*TYPES: 1- BAVTS staff; 2- BAVTS students; 3- General Public; 4-BAVTS Interfund; 5-Schools/Township; 6- NON-Profits	5- NON-Profits					
# OM	REQUESTER	SHOP	Description	Request Date	*Туре	Completion Date	Materials Cost	Total Cost	Paid Date Paid Status
25-1	Glenn Milositz	Graphics	Visitor/Tresspassing Signage					\$0.00	
25-2	Glenn Milositz	Graphics	Vinyl Window Coverings for Identifies Program Areas					\$0.00	
25-3	Glenn Milositz	Graphics	Reflective Room Letter/Number Vinyl Signage					\$0.00	
25-4	Mike Galler	Culinary Events	End of Summer Luncheon	08/05/24	4	08/06/24	\$ 500.00	\$500.00	
25-5	Marketing	Baking	Baked Goods for Northampton Open House	08/14/24	4	08/21/24	\$ 100.00	\$100.00	
25-6	Mike Galler	Food Truck	Meals for Substitute Meeting (08/20/2024)	08/16/24	4	08/20/24	\$ 216.00	\$216.00	
25-7	Karen Mustonen	Graphics	Business Cards	08/21/24	4			\$0.00	
25-176	Jennifer Klo	Auto Tech	Brakes not working properly	08/23/24	ਜ			\$0.00	
25-177	Connie Muschko	Auto Tech	Check ball joint, rod and sway bar	08/23/24	П			\$0.00	
25-178	George Lockenbill	Auto Tech	Fuel pump replace & oil change	08/27/24	2			\$0.00	
25-376	The Arc of Lehigh Valley	Food Truck	Food Truck event	03/18/24	n	07/19/24	1,983.75	\$1,983.75	Paid 07/19/24
25-377	King Spry	Food Truck	Food Truck Event 09/17/2024	08/08/24	3			\$0.00	
25-378	Bridges Foundation	Culinary Events	Luncheon for 09/17/2024 Board Meeting	08/08/24	9			\$0.00	
25-379	Skills USA Clayshoot	Food Truck	Food Truck Event 09/06/2024	08/06/24	9			\$0.00	
25-380	FAB Olympics	Food Truck	Food Truck Event 09/28/2024	08/08/24	9			\$0.00	
25-381	Jesse Schneck	Culinary Events	08/30/2024 Rehearsal Dinner	08/21/24	1			\$0.00	
25-427	Maria Womer Stiffinella	Graphics	Business Cards	03/08/24	1		7.50	\$7.50	
25-428	Dawn Sutter	Graphics	Put BAVTS logo on shirts provided	08/01/24	-			\$0.00	
25-429	Greta Wilmot	Graphics	Repair Book Binding	08/14/24				\$0.00	
25-430								\$0.00	
25-431								\$0.00	
25-432								\$0.00	
75.433								\$0.00	

September 3, 2024

#### J. 3. CONDITION OF THE BUDGET

#### **INFORMATION**:

Presented for your information is the statement of the Condition of the Budget ending July 31, 2024.

Respectfully submitted,

Adam S. Lazarchak Executive Director

Idan S. Layarchel

Sf

## CONDITION OF BUDGET REVENUE/EXPENSE REPORT July 31, 2024

		ORIGINAL	YEAR-TO-DATE	BUDGET
ACCOUNT NUMBER	DESCRIPITION	BUDGET	ACTIVITY	BALANCE
10.6510.000.000.000	INTEREST ON INVESTMENTS	10,000.00	4,152.67	5,847.33
10.6720.000.000.000	BOOKSTORE SALES	•	1	0.00
10.6821.000.000.000	RECEIPTS IU 13 - OTDA GRANT	1	1	0.00
10.6910.000.000.000	RENTALS	6,000.00	1,000.00	5,000.00
10.6920.000.000.000	CONTRIBUTIONS AND DONATIONS	250.00	•	250.00
10.6946.000.000.000	PRIOR YEAR EXCESS REVENUES FOR TRANSFER	ı	•	00.00
10.6946.001.000.000	RECEIPTS FROM BASD	7,052,064.00	927,904.86	6,124,159.14
10.6946.002.000.000	RECEIPTS FROM NASD	3,140,829.00	413,265.00	2,727,564.00
10.6946.003.000.000	RECEIPTS FROM SVSD	1,080,587.00	142,185.00	938,402.00
10.6949.000.000.000	TUITION - ADULT DAY REGULAR	ı		0.00
10.6950.000.000.000	TUITION FROM OTHER DISTRICT	,	ı	0.00
10.6980.000.000.000	REV. FROM COMMUNITY SERVICE ACTIVITIES	100,000.00	1	100,000.00
10.6990.000.000.000	MISCELLANEOUS REVENUE	2,000.00	1	2,000.00
10.7220.000.000.000	VOCATIONAL EDUC. SUBSIDY	1,143,686.00	•	1,143,686.00
10.7220.000.240.000	PDE EQUIPMENT GRANT	25,000.00	ī	25,000.00
10.7230.000.000.000	OTHER STATE GRANTS			0.00
10.7362.000.360.000	PCCD ACT 55 GRANT	140,000.00	1	140,000.00
10.7509.000.219.000	SUPPLEMENTAL EQUIPMENT GRANT	300,000.00	•	300,000.00
10.7810.000.000.000	SOC. SEC. REIMBURSEMENT	224,172.00	•	224,172.00
10.7820.000.000.000	RETIREMENT REIMBURSEMENT	1,027,329.00	1	1,027,329.00
10.8521.000.663.000	FEDERAL	345,982.00	•	345,982.00
10.8742.000.988.000	GEER GRANT - COVID-19 CARES ACT	1	i	0.00
10.8745.000.991.000	GEER GRANT II	1	j	0.00
10.8755.000.998.000	ARP ESSER GRANT	1	I	0.00
10.9400.000.000.000	PROCEEDS FROM SALE OF FIXED ASSETS	ı	ı	0.00

13,109,391.47

1,488,507.53

14,597,899.00

TOTALS FOR GENERAL FUND

TOTAL REVENUES

1,488,507.53 13,109,391.47

14,597,899.00

# CONDITION OF BUDGET REVENUE/EXPENSE REPORT July 31, 2024

		ORIGINAL	BUDGET	YEAR-TO-DATE	5	BUDGET
ACCOUNT NUMBER	DESCRIPTION	BUDGET	REVISIONS	ACTIVITY	ENCUMBRANCES	BALANCE
				i c	00 000 000	77 707 10
10.1110.000.000.000	ACADEMIC PROGRAM	641,430.00	•	57,439.94	5/2,503.59	31,480.4/
10.1240.000.000.000	SPECIAL EDUCATION	671,226.00	1	27,550.81	451,654.27	192,020.92
10 1330 000 000 000	HEALTH OCCUP. PROGRAM	528,568.00	•	23,622.08	405,443.45	99,502.47
10 1342 000 000 000	HOME ECONOMICS PROGRAM	922,443.00	ı	37,057.37	668,722.25	216,663.38
10 1370 000 000 000	TECHNICAL PROGRAM	158,257.00	1	6,577.52	101,651.17	50,028.31
10 1380 000 000 000	TRADE & INDUSTRY PROGRAM	4,717,375.00	ı	147,742.05	2,772,984.06	1,796,648.89
10 1200 000 000 000	HIGHER EDUCATION	10,000.00	•	•	•	10,000.00
10 2100 000 000 000	STUDENT SERVICES	1,510,698.00	,	78,884.90	1,263,716.77	168,096.33
10.2720.000.000.000	STAFF DEVELOPMENT - INSTRUCTIONAL	120,768.00	ı	1	18.27	120,749.73
10 2310 000 000 000	BOARD SECRETARY	3,631.00	1	•	101.99	3,529.01
10.2310.000:000.000	BOARD TREASURER	1,655.00	,	•	143.29	1,511.71
10.2350.000.000.000	I EGAL SERVICES	60,000.00	1	•	1	60,000.00
10.2350.000.000.000	OFFICE OF THE DIRECTOR	459,370.00	1	25,542.15	303,323.75	130,504.10
10.2380.000.000.000	OFFICE OF THE PRINCIPAL	628,778.00	•	32,619.28	400,287.41	195,871.31
10.2380.000.000.000	PUIDII HEALTH - FIRST AID	105,901.00	ı	4,900.14	78,462.51	22,538.35
10.2440.000.000.000	BUSINESS OFFICE	631,795.00	i	32,642.71	397,081.41	202,070.88
10.2600.000.000.000	OPERATIONS & MAINTENANCE	2,210,628.00	ı	155,767.60	332,205.83	1,722,654.57
10.2660.000.000.000	SECHBITY SERVICES	57,628.00	1	•	•	57,628.00
10.2830.000.000.000	STAFF DEVELOPMENT - NON-INST.	29,000.00	•	1,786.00	1,842.60	25,371.40
10 2840 000 000 000	DATA PROCESSING - TECHNOLOGY	657,615.00	•	17,198.79	270,984.23	369,431.98
10.2340.000.000.000	SCHOOL SPONSORED ACTIVITIES	106,528.00	,	1	27.76	106,500.24
10.3210.000.000	WEI FARE ACTIVITIES	5,000.00	,	,	•	5,000.00
10.3350.000.000.000	COMMINITY SERVICES	109,605.00	1	5,029.24	2,184.65	102,391.11
10.4300.000.000.000	IMPROVEMENT PROJECTS		1	1	1,382.11	(1,382.11)
10 4600 000 000 000	IMPROVEMENT EXPENSES	75,000.00	1	ì	17,408.71	57,591.29
10 5100 000 000 000	REFUND OF PRIOR YEAR RECEIPTS	•	ı	•		1
10:2130:000:000	CAPITAL RESERVE TRANSFERS	100,000.00	•	I	•	100,000.00
10:3230:000:000	FOOD SERVICE TRANSFERS	50,000.00	•		•	50,000.00
10:3231:000:000:000	HOLISE PROJECT FIND TRANSFER		1	•	•	•
10.5220.000.000.000	BUDGETARY RESERVE	25,000.00	1	•	1	25,000.00
	TOTAL FOR GENERAL FUND	14,597,899.00	1	634.360.58	8,042,130.08	5,921,408.34
	TOTAL EXPENSES	14,597,899.00	1	634,360.58	8,042,130.08	5,921,408.34

EXCESS OF REVENUE OVER EXPENSES

TOTAL EXPENSES

854,146.95

September 3, 2024

#### J. 4. HOUSE PROJECT UPDATE

Mr. Lazarchak informed the Joint Committee that Mr. Moser, the Construction Project Instructor, will be starting to take students over to the house. As he is not comfortable with using a sheetrocking vendor, he will be taking this task on himself with the students.

#### **UNFINISHED BUSINESS**

Director Faccinetto inquired about a letter that was sent from the solicitor for Saucon Valley advising that they had voted to pass the revised Articles of Agreement that their District had presented to the JC just days before the July meeting and not the Articles that the Joint Committee passed and recommended to the three sending districts. Director Faccinetto asked Director Dettmar if Saucon Valley's Board plans on voting for the recommended Articles; Director Dettmar responded that he believes that "what was passed is where we are at."

Mr. Lazarchak asked if all the districts had to vote, even if it is a "no" vote, as it was a recommendation made by the Joint Committee, as this was, with a 7-2 affirmative vote at the July meeting. Attorney Spry responded that a Board cannot be compelled to vote. Mr. Lazarchak then asked what would happen if a district refused to vote on a budget, to which Attorney Spry responded "then you wouldn't have a budget."

Attorney Spry was then questioned regarding the next steps that need to be taken. He responded that if the districts are clearly not going to come to an agreement, then dissolution/separation needs to be looked into. As his firm would have a conflict of interest, independent counsel would need to be sought by the three districts. Meanwhile, Attorney Spry would need to work with the administration at BAVTS to put together a "punchlist" of the items that need to be dealt with.

There have been discussions in this regard for almost two years and no progress has been made. It was suggested that there needs to be either a peaceful exit for Saucon Valley or a dissolving and starting of something new as two districts very much want to continue and expand the program. Director Soldridge added that delaying this is unfair to stakeholders, such as employees, students, parents, and Co-op employers who have invested their time and effort to make this school successful. Also, individual boards will now be impacted financially. Director White commented that we owe it to the taxpayers as well, since every delay results in addition cost and now there will be the cost of legal fees. Director White requested additional information on the dollar amount that each delay is costing.

#### NEW BUSINESS

Mr. Galler extended his thanks to the sending districts for a smooth start to the school year; there were no issues with transportation.

September 3, 2024

#### NEW BUSINESS, Cont'd.

Ms. Huber extended an invitation to the Joint Committee members to attend the Bethlehem Rotary's annual Taste and Tunes event, scheduled for Sunday, October 13 from 3-6 p.m. at DeSales University. The Bridges Foundation will be the beneficiary of 50% of the proceeds. Tickets are \$100 for "heavy" hors d'oeuvres and open bar; \$75 without the open bar option.

Director White commented on a shovel guitar that was in the room as a prop for a presentation that was made recently to the LCTI administration, at their request, regarding our strategies for positive school culture. Mrs. Lindenmuth, Graphic Communications Instructor, explained that the guitar was created in the Precision Machining program, but had components from each cluster of programs, including a strap made from an old chef's coat. This was an item in the silent auction at the recent Bridges Gala; Mr. Lazarchak was the lucky bidder and displays this in his office.

Director Makary inquired how the presentation to LCTI was received. As there were several members of the presentation team in attendance, they shared that it was a very successful event and we are looking forward to continuing to work with them and any other schools that may be interested in sharing ideas in order to give students a unique educational experience.

There being no further business, the meeting was adjourned at 7:40 p.m. on a notion by Director Makary, seconded by Director Patrick, and all present voting in favor.