

BETHLEHEM AREA SCHOOL DISTRICT  
BOARD OF SCHOOL DIRECTORS  
SPECIAL BOARD MEETING

SEPTEMBER 8, 2009

Special Meeting of the Board of School Directors of the Bethlehem Area School District was held on Monday, September 8, 2009, at 6:35 p.m. in the Dining Room at the Education Center, 1516 Sycamore Street, Bethlehem, Pennsylvania.

SPECIAL  
MEETING

The Board Secretary called the roll:

Members present: Directors Amato, Cann, Dexter, Follweiler, Haytmanek, Koch, McKeon, Tenaglia and Leeson – 9

Members absent: None

MEMBERS  
PRESENT

Others present: Dr. Joseph A. Lewis, Superintendent of Schools; Donald F. Spry II, Solicitor; Thomas K. Washington, Assistant Board Secretary; administrators, members of the press, and other interested citizens and staff members.

OTHERS  
PRESENT

At this point of the meeting, the Pledge of Allegiance was recited.

PLEDGE OF  
ALLEGIANCE

President Leeson requested a moment of silent meditation.

MOMENT OF  
SILENCE

President Leeson offered courtesy of the floor to visitors. Speakers are asked to come to the podium, stating their name and address. Public comment in the first session is limited to 30 minutes. Speakers are limited to three minutes each. The board requests that, when possible, all individuals supporting a like position on a topic select a speaker to present their views to avoid repetition. If that is not possible, all are welcome to speak. As per school board policy, generally, speakers are limited to taxpayers, residents, or employees of this school district. At the conclusion of the regular school board meeting, another block of time will be allocated for public comment. At that time, the same rules will apply. It is asked that speakers observe proper decorum, without personal attacks towards a specific individual or individuals. It is not the custom for the board to enter into a dialogue at these meetings about concerns. However, the board does listen with care to issues raised. Speakers will receive responses, in some form, by the administration.

COURTESY  
OF THE FLOOR  
TO VISITORS

The following individuals addressed the Board of School Directors:

1. Lorna Velasquez – 210 Tenth Ave, Bethlehem –

Ms. Velasquez stated that she values the Board's time and commitment to the students and community. She hopes that her statements and questions are received with open hearts and minds. She stated that she has faith that they will unite and decide to give the children the opportunity to receive the education that they deserve. She stated that most of the current research supports early intervention as key to the success of at risk students who are encountering difficulty. It is her understanding that following the August

17<sup>th</sup> board meeting, there was an effort made by central administration to reallocate money on the state application for Title funds so that the cost for transportation to SPARK would not come from the general operating budget. She noted that it was almost three weeks ago. She asked why the board waited until this evening to call a special board meeting and is this issue going to be discussed at this meeting. Also she asked if it was too late to resubmit the application to include the transportation cost for SPARK. Lastly, she asked that if it is too late, will bussing for SPARK students be one of the first items to be reinstated once the state funding comes through.

2. Michele Deegan – 2034 Montgomery Street, Bethlehem –

She handed a petition to the board containing additional parent signatures. She stated that she is present to talk to the board about her daughter, Emma. She stated that three years ago her daughter was a first grader at Spring Garden Elementary School. She noted that a few weeks into the year, her daughter's teacher sent a note home indicating that Emma was having trouble learning to read. She stated that she and her husband were not surprised since they had been working at home with their daughter. However their evening reading time was frustrating for all of them as they were unable to help her "unlock the door to reading readiness". Her teacher recommended that she participate in the school's Reading Recovery program. She recalled that at the time they were skeptical about the program since she would be pulled out of her classroom and miss material, whether she would be ostracized by fellow classmates, and whether she really needed this extra help. She stated that they went along with the teacher's recommendation and let Emma leave her classroom to focus on her reading skills. She noted that Emma remained in Reading Recovery until March of that year. Her daughter brought home books that were appropriate to her reading level and they worked closely with her reading specialist to learn how to help her. She reported that her daughter not only learned to read but has excelled and is in the district's Pegasus program. She noted that her daughter was lucky because she was identified for remediation and received it in a supportive learning environment with an excellent reading specialist. She stated that she is present at this meeting because she is worried about first graders today and in the future. She continued that students like her daughter who might fall behind in first grade and who might continue to lag behind academically without appropriate intervention. She stated that at the heart of our country's values are equality and social justice and that our education system is the driving force behind the attainment of these goals. She further referenced empirical studies that show that reading is the keystone to educational attainment. Without strong reading skills, people are less likely to excel in school, minimizing their opportunities for future advancement. She concluded that they all can agree that the budget needs correction, however she urged the board to not repair it on the backs of the students most in need. She noted that Spring Garden is a very diverse school of about 500 students but has only one reading specialist. She recognized that some board members have supported the restoration of Reading Recovery in this year's budget. She urged the entire board to reconsider supporting this vital program and to remember their responsibility to all children so that students like her daughter who might otherwise might fall between the cracks will have equal opportunity to succeed.

3. Trinity Spradley – 1228 Marvine Street, Bethlehem –

Ms. Spradley stated that her son started at the SPARK program last week and loves it. She noted that she had three rides who have now been very discouraged while picking him up from waiting in line. She noted that her neighbor picked him up last week and had to wait for 25 minutes. She stated that there is no one to pick him up. She expressed concern about removing him from the program. She stated that there is no other program in the district or in the area. She asked who will they have to do their homework with and where are they going to put these kids when the parents start taking their children out of the program. She noted about the buses. She called attention to the district calendar cover illustration of fish. She equated taking the children out of the SPARK program with fish out of water.

4. Jim Laverty – 5015 Long Drive, Bethlehem –

Mr. Laverty stated that he is representing concerned citizens of the Bethlehem Area School District. He reminded the board that they still have an ongoing interaction and exchange on email from the first letter that they had submitted regarding some specific recommendations about the budget and going forward concerning financial practices. He noted that a follow-up was sent on August 15<sup>th</sup> that asked the board if they could prepare a response to the group prior to the next regular board meeting on September 21<sup>st</sup>. He asked for a week's lead time to "digest" it and that the board provide comment at that regular board meeting and they will be prepared to provide further comment.

5. Bart Ueberroth – 3842 Oakland Road, Bethlehem

Mr. Ueberroth noted that he and his wife are divorced and they share custody of their children. He stated that last year they took the bus from his wife's house to school and when they were with him they took the bus from his house to school. He noted that it worked very well. They never had a capacity issue on the busses. However, he found out this year that children of joint-custody arrangements were going to be denied transportation on the busses. He said that when he called he was not given any answers that made any sense to him. He noted that his 13 year-old daughter is now faced with walking 2 miles to school by herself across very busy roads and as she is walking to school a half-full bus passes her and she is not allowed to get on that bus. He is not aware of the reason why. He asked the board to rescind this decision and allow joint-custody children to ride the busses that they rode before and come up with some other equitable solution. He stated that he was also told that there were a lot of people complaining about this situation.

6. Aurea Ortiz – 1628 E 6<sup>th</sup> Street, Bethlehem –

Ms. Ortiz quoted the SPARK mission statement – "Early success and lifelong learning through family connections and community collaboration." She commented that this mission statement reminds us that we all have to work together for our community and our children. She noted that with deep

respect she addresses the board to ask that the SPARK transportation be put back in the agenda. She desires to find a solution that would benefit all the SPARK students. She stated that SPARK is a program that works. The program is for 3- and 4-year old children who show some of the following at risk elements which are based upon assessment. She stated the criteria to be a single teenage parent, a family member with a serious illness, a family member with alcohol or drug dependency, a child development delay, a parent with limited formal education, a language other than English spoken at home, a family receiving government assistance. She stated that SPARK does not look at cultural socioeconomic differences. It focuses on at-risk children. It is inclusive and provides not only an equal opportunity for poor families and families with students with disabilities which are extremely important but it also includes working families that have been hit hard with this economy and fall under one of the other criteria mentioned. She noted that the criteria does not mention that a person must have a means of transportation to qualify for SPARK. She noted that by cutting SPARK transportation student attendance will diminish. She believes that families and children will not receive important basic social medical services. Without transportation, SPARK will no longer be a program for all students. She stated that the criteria will service only those families who can provide transportation and students eligible for transportation based on their IP. She stated that if a person does not have a car their child will be less likely to attend SPARK. She claims that if “we” are serious about equal access to education, “we” can’t cut this vital transportation service. She suggests looking at the possibilities in which the needed funds can be acquired to restore SPARK transportation. She suggested looking at TITLE 1 stimulus funds to fund SPARK transportation. She noted that the SPARK parents are willing to work with the board and that the board is willing to work with the SPARK parents. She further noted that the group is interested in working together to make the lives of the residents better and to make the future of all children brighter. She noted that there are differences in cultures, socioeconomic classes and education levels but they all have a passion to provide all children with an equal and quality education.

7. John Laspisa – 1330 Livingston Street, Bethlehem –

Mr. Laspisa noted that he is representing the parents of the children. He stated that he has a partial disability that makes it difficult for him to get around. He stated that he relied on the school transportation for both his nephew and his daughter when they each went to the SPARK program. He recognized the faculty and teachers of the SPARK program for the work they accomplish with the students. He also noted that not providing transportation for the students has created a great inconvenience for the parents and the students. He stated that if his transportation becomes unreliable his son would not have a way to get to SPARK which would put his future in jeopardy. He noted that this could be the same situation for many other families. He requested that the board consider putting SPARK transportation back into the budget.

8. Rashema Jones – 919 High Street, Bethlehem –

Ms. Jones stated that she is a parent to one of the hundred students that attend

the SPARK pre-K program. She stated that she felt the need to address the board not only because of the decision to end the transportation to SPARK but to also to try to illustrate how beneficial it is for safety reasons. She claims that as parents they are trying to get their kids to school every day but that every day they put their kids lives in danger, literally. She claims that the students are dragged out of their vehicles by SPARK staff, walked in front of and behind parked cars to stand in front of school to wait for arriving students just to follow the same routine at dismissal time. She noted that this is being done twice a day, ten times a week. She believes that is too many times for her child to be hurt. She feels that this is dangerous and unjust for these children. She believes that as a citizen and a taxpayer her child has a right to receive a decent education in a safe environment. She asked the board why this is not being provided to her child. She further asked the board to put themselves in her place and have their child or grandchild go through this on a daily basis just to receive a beginning foundation to their education. She noted that this practice is insane. She acknowledged that it is working now but cautioned about winter and the increased potential for accidents to occur. She feels that her child's safety is more important than her education. She asked the board who would be held responsible in the event of an accident. She noted that she feels that this could be prevented by providing the bus service. She stated that she hopes that it will not take an accident to have the bus restored. She believes that safety should be the first priority.

9. Joe Parrish – 3529 Lord Byron Drive, Bethlehem –

Mr. Parrish stated that he is a taxpayer and the parent of a first and fourth grader who attend Asa Packer Elementary School in Hanover Township. He also stated that he is a veteran Pennsylvania public school teacher. He noted that he is in attendance at the meeting to address the reduction in time for the guidance counselor and especially the reading specialist at Asa Packer. He claimed that it is obvious from the reading PSSA test scores that the students have been performing at a high level. He attributed this to the fact that the students who struggled in lower grades received intense support from a full-time Reading Specialist on a daily basis. He noted from the developmental reading assessment that was given to last year's kindergarten class that approximately one third of the first grade students or 20 students will be in need of reading support this school year. He believed that his daughter may fit into this category. He suggested that with only a half-time reading specialist students will be placed into large groups and will not be able to be seen on a daily basis. He continued that the district cannot allocate funds for tutoring due to the current financial crisis. He further stated that because of the state of our national economy parents will be less likely to provide tutoring and will also not be able to help in schools as in previous years due to increased work commitments. He predicted that inevitably student performance will not meet previous achievements. He continued that it is his understanding that reading specialist time has been significantly increased in some of the districts other elementary schools. He recalled from his 14 years of teaching experience that he taught in classrooms that have contained the sons and daughters of doctors and lawyers sitting alongside the sons and daughters of welfare recipients. He stated that low socioeconomic status does not doom a child to be at risk or a below average reader. He continued to

state that the opposite is also true that wealth does not prevent a child from being at risk or a poor reader. He perceived that the decision made by the board was based on stereotype or misperception. He stated that all students in the district deserve the same educational advantages. Regardless of outside environmental factors, research shows that students who are poor readers at the end of first grade almost never acquire average level reading skills by the end of elementary school. He stated his heartfelt, respectful request that the board reconsider their decision. He noted that up to this point he always felt very confident sending his children to school in the Bethlehem Area School District because of its fine teachers, resources, and schools. Unfortunately, he noted that he does not feel the same way now. He stated that his daughters deserve the same educational opportunities as other children in the district. He thanked the board for their time and for the opportunity to address the board.

10. Melissa Carreras – 4115 Tamarak Trail, Bethlehem –

Ms. Carreras stated that she is representing many parents of Miller Heights Elementary School who are concerned about the recent cuts in reading at their school. She noted that at the August Bethlehem Area School District board meeting many program and staff cuts were made. She commented that millions of dollars of cuts were made even after 18 people pleaded with the board to keep the programs, teachers, etc. She observed that the majority of the cuts impacted the elementary schools. Significant cuts were made that affected the small reading groups being used at their school. She stated that they believe the board is under the impression that they have had some reading support teachers giving one-on-one assistance but that it not the case. She clarified that the Reading Recovery trained teachers were one of the same that were cut. She noted that with the elimination of the reading positions at the last regular board meeting, Miller Heights lost the half-time reading support teacher who worked with small groups of first graders. She continued to explain that these small groups were the first graders who were not reading at grade level and that these are the students who will continue to struggle with reading for the rest of their school years unless they receive that extra help. She noted that the teachers that were lost were trained to identify exactly what students needed help with. They could identify if the child was learning by meaning, Phonics, sound, etc. She further noted that they are extensively trained in reading strategies and were using these strategies to help the children read without struggling. She related how she has known the rewards that extra reading help has given to her son. She further stated after being identified as a student that needed reading assistance and despite her efforts in working with her son at home he still needed additional help. She continued that she knew that Miller Heights Elementary School had the resources to help her son become a better reader and bring him up to grade level reading. She noted that she is worried that many first graders will not receive the additional support this year. She stated that elementary school is a critical time to identify children with reading problems and get them the extra help that they need. She relayed that several parents shared with her that the Reading Recovery training got their child back on track and reading at grade level. She stated that enabled the students to keep up with the rest of their classmates and improved their confidence. It also allows teachers to better manage their classroom as most

children are near the same level. If children in elementary school cannot read at grade level, they will not improve without reading intervention. It will cause them to struggle at the middle and high school levels and make a negative impact on PSSA scores. She implored the board to reinstate at least a half-time reading support teacher at Miller Heights Elementary School. She stated that it would provide someone on staff to pool the additional groups of first grade kids in small groups and work with them. Currently there is only one reading specialist teacher on staff to provide reading assistance to over 500 children. She believes that is not adequate. She stated that the group is in attendance at the meeting because she does not believe that the board realizes that the cut of the staff at Miller Heights that provides extra reading assistance to small groups of the first grade children. She feels that it is too much to reinstate a half-time person back at Miller Heights Elementary School. She thanked the board.

11. Francis Ryan – 1213 Lorraine Avenue, Bethlehem –

Mr. Ryan stated that he is a professor of History at Moravian College. He noted that he has been following the current debate about the funding for SPARK in terms of transportation and reading specialists. He wanted to bring some scholarly background into the issue. He indicated that he wanted to make absolutely clear that American historians debate many, many of the issues that came out of the great society issues of the 60's and many of the programs that that instituted that deal with education. He noted that one of the things that is not debated is how important and how effective preschool education and funding for students as they begin in their twilight years. He stated that that there is absolute consensus across the historic profession and indeed he believes within the political spectrum as well. He impressed upon the board that this is something that has been debated and looked into and that he believes that it is not their job to research these issues. He then offered his assistance should the board want more information about these issues.

12. Carol Obando-Derstein – 1812 Cloverdale Road, Bethlehem –

Ms. Obando-Derstein stated that she speaks firsthand about how important access to quality, early childhood education is to children. She continued to say that she sees it and lives it every day because of her three year old who is benefiting greatly from quality preschool. She added that because of what she does for a living she sees the devastating effect of not having access to quality early learning experiences. She agreed that Dr. Ryan and Aurea Ortiz gave very compelling information on how important early childhood education is. She said that the vast amount of statistics cannot be refuted. She believes that investing in early learning reaps many benefits to children themselves, their families, and of course their community. She continued that in addition to the long term benefits that Dr. Ryan cited, there are also short term returns. She referenced the study that Cornell University released last spring that demonstrated how investing in early childhood education has a multiplier effect. She stated that they found for every dollar spent through PA's Pre-K Counts and HeadStart supplemental, there was \$2.10 circulated into the State's economy and \$2.17 was circulated because of ChildCare Works and Keystone Stars. She asked the board why they would not want to

restore transportation to children that need it if they know how important it is that they have access to quality early childhood education. She asked why they would not want to continue to reap the benefits in the form of long term and short term savings. She pointed out that not having a responsible state budget is taking a devastating toll on the early learning community. She noted that throughout the state and particularly in the Valley Pre-K Counts classes are being put on hold, some HeadStart classes are being furloughed, parents are not getting assistance through subsidized childcare, people are getting laid off or furloughed, and children are left in limbo. She further stated that some parents cannot work because they do not know what to do with their children. She noted a tremendous opportunity for the Bethlehem School District to do right by these students enrolled in SPARK. She remarked that close to 60 students out of the 240 students enrolled have not been attending SPARK because of the lack of transportation. She encouraged the Board to help these children to have the opportunity for early quality education and to prevent further suffering like the countless other children suffering right now in the Valley. She stated that it seems simple to be a part of the solution, not part of the problem. She asked the Board to give all children a chance to succeed, not just the ones whose parents can drive them there or those who have an IP that do have access to transportation. She quoted Ben Franklin, “An investment in knowledge always pays the best interest.”

13. Amy Miller – 2124 Eleventh Street, Bethlehem Township –

Mrs. Miller stated that when she and her husband were married a year ago they were looking for a place to live. She stated that her husband is from Nazareth and she is from Whitehall. She noted that one thing they considered when looking for a place to live was specifically the education for our children. She indicated that she works in the behavior health field and has dealt with many different children with special needs as well as regular education children with her education degree from Penn State University. She noted that education is primary in their household. It is something that is held at a high standard in their household as well. She recalled that she heard very good things about the SPARK program and the Bethlehem School District from her colleagues. She stated that this was her primary goal in looking for a place to live and now they live in Bethlehem. She noted that they have four children, one in first grade at Miller Heights Elementary School, two at the SPARK on Linden Street, and one at the Boys and Girls Club on Fritch Drive. She pointed out that they do have a transportation delay. She explained that some days things run a little smoother with picking up her youngest daughter at school. She recalled that the first week she was about 20 minutes late, rushing through traffic trying to get to her. Now she said they are being asked to pick up their two children at SPARK on Linden Street about 20 minutes before the end of the school day. She expressed that she is grateful to have them in school and that the early pick up is not a problem however, she noted that they are molding the values of the children and their ideals of what kind of place education holds in their life. She noted that as lifelong learners they are constantly learning in no matter what career or field that they are in or even just as parents and raising families as community members. She asked the board to reconsider the transportation for SPARK for safety issues as well with the kids coming in and out. She

noted that with the parents driving there will always be those that are getting out of their cars and coming in and those who have multiple children at different locations that need to be delivered and picked up. She thanked the Board for their time.

President Leeson called for the approval of the minutes from the August 10, 2009 – Board Human Resources Committee Meeting.

APPROVAL OF  
REGULAR/  
COMMITTEE  
MINUTES

President Leeson asked for a motion to accept. She acknowledged Director McKeon’s motion and Director Tenaglia’s second. She called for all in favor to signify by saying “aye”. Directors complied. She called for all opposed. Hearing none, the motion passed 9 to 0.

President Leeson indicated that an executive session was held to discuss the bus driver negotiations and personnel. She further noted that they have the opportunity to hear from one more search company this Thursday evening. The information will be on the website. She informed those in attendance of the meeting scheduled for Thursday in the event that anyone would like to attend. She further noted that the meeting will be held at the Education Center between 6:00 and 7:30pm and that the information will be posted on the website.

PRESIDENT’S  
COMMUNICATIONS

Dr Lewis pointed out that on page 13 of the agenda there is a change in the calculation on a particular hire. Teacher #14 on page 13 should show one year of experience, Step 2 at a salary of \$47,134.

SUPERINTENDENT’S  
REPORT

President Leeson called for any unfinished business from the Board. There was none.

UNFINISHED  
BUSINESS

Dr. Lewis noted that they are pulling item #2 – Election of Board Secretary. He clarified for the public that the Board did approve an assistant secretary who is Mr. Washington and that he is present at the table and will carry on those duties until the Board has had time to review and make an appointment.

RECOMMENDATIONS  
OF THE  
ADMINISTRATION

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1. *Agreement Between the Board of School Directors and the Teamsters Local No. 773 Covering the Bus Drivers and Bus Monitors*

**RECOMMENDATION:**

That the attached Agreement between the Board of School Directors and the Teamsters Local No. 773 covering the Bus Drivers and Bus Monitors be approved as presented.

The administration's recommendations 1, 3, 4, 5, 6, 7, & 8 were considered together.

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BOARD OF SCHOOL DIRECTORS  
BETHLEHEM AREA SCHOOL DISTRICT  
BETHLEHEM, PENNSYLVANIA**

**AND**

**TEAMSTER LOCAL NO. 773  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**



**COVERING  
BUS DRIVERS AND BUS MONITORS  
September 1, 2009  
to  
August 31, 2014**

## **NOTIFICATION OF NONDISCRIMINATION**

It is the policy of the Bethlehem Area School District not to discriminate in their educational programs, activities or employment practices based on race, color, national origin, sex, disability, age, religion, ancestry or any other legally protected classification. This policy is in accordance with State and Federal laws, including Title VI of the Civil Rights Act of 1964, as amended, Title IX of the Discrimination Act of 1975, and the Americans with Disability Act of 1990.

For information about your rights contact the Supervisor of Minority Affairs, Governmental Programs and Grants, 1516 Sycamore Street, Bethlehem, Pennsylvania 18017, phone (610) 861-0500, ext. 60228.

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# **AGREEMENT BETWEEN BOARD AND BUS DRIVERS AND BUS MONITORS**

THIS AGREEMENT is made effective the 1st day of September, 2009, by and between the Board of School Directors of the Bethlehem Area School District, hereinafter called the "Board," and Teamsters Local Union No. 773, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union."

## **ARTICLE I DURATION OF AGREEMENT**

1. The terms of this Agreement shall begin September 1, 2009, and shall continue in full force and effect until August 31, 2014.
2. The Board and the Union acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act of the Commonwealth of Pennsylvania and constitutes the entire agreement between the parties for the duration of the life of said Agreement; each party waiving the right to bargain collectively with each other with reference to any subject matter, issue, or thing whether specifically covered herein or wholly omitted herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement. By mutual agreement; evidence in writing signed by both parties, provisions of this Agreement may be renegotiated. The refusal by either party to renegotiate shall be deemed final and not subject to the grievance procedure.

## **ARTICLE II RECOGNITION**

The Board hereby recognizes the Union as the exclusive collective bargaining agent for all bus drivers and bus monitors as certified and determined by the Pennsylvania Labor Relations Board. Within the Agreement references to bus drivers/drivers will apply to bus drivers only; references to bus monitors will apply to bus monitors only; references to employee(s) will apply to both the bus drivers and the bus monitors. In the event there is entirely no reference made, said language will apply to both bus drivers and bus monitors.

## **ARTICLE III MANAGEMENT RIGHTS**

The Union recognizes the exclusive right of the Board to determine its operating policies and manage its business in the light of experience, judgment and changing conditions. The management of the Bethlehem Area School District's premises and equipment and direction of the working forces, including the right to hire, classify, assign, discipline and transfer; to determine the qualifications of and select employees for promotion; to suspend or discharge for proper cause; to establish reasonable working rules; to establish working schedules and conditions; to prepare job titles and definitions and determine the work to be performed by employees; to relieve employees from duty because of lack of work or for other legitimate reasons; and to change, modify or move any equipment, premises or type of service rendered to the public is vested exclusively with the Board unless otherwise specifically provided in this Agreement.

It is understood and agreed, however, that the functions of the Board referred to in this Article III are not all inclusive and that the omission of any of the usual inherent and fundamental rights of the Board does not constitute a waiver of such rights by the Board.

## **ARTICLE IV UNION STATUS, PROBATION, AND DUES CHECK OFF**

1. All new employees in the bargaining unit shall serve a probationary period of 60 working days, prior to which they may be summarily dismissed by the Board without challenge, but the Union may represent such probationary employees in handling grievances other than those relative to dismissal, but such grievances shall not be subject to arbitration.
2. Employees who are not members of the Union and, in addition all persons who shall become employees covered by this Agreement, if added to membership in the Union, shall be admitted without discrimination and on fair and reasonable terms and conditions in accordance with the provisions of the Constitutions and by-laws of the Union.
3. The Board agrees to deduct Union dues from the pay of each employee from whom it receives written authorization and will continue to make such deductions while the authorization remains in effect. Fifty (50%) percent of dues payments will be deducted twice monthly from members who receive two full paychecks in the month by each employee following receipt of the

dues deduction authorization, and remitted to the Secretary Treasurer **or designee** of the Union by the 15<sup>th</sup> of each month. Members who miss a deduction will be billed for the shortage on the subsequent billing. The district will deduct the additional amount along with the regular deduction in the next monthly cycle or cycles. No deductions for Union dues will be made from the pay of employees whose services with the Board terminate before the end of a pay period.

The Union and the District agree that the total dues payment amount deducted from a member's check in a single pay cycle will not exceed the total of the member's full regular monthly dues amount.

4. Newly hired employees may, following the completion of thirty (30) calendar days from his/her date of hire, apply for and become members the Union. In the event the newly hired employee does not apply for said membership, he/she shall automatically be subject to the terms and provisions under Article XIII, Fair Share, of this agreement. All employees who have joined the Union or who join the Union in the future must remain a member for the duration of the Collective Bargaining Agreement. Any employee may resign from the Union during the period of 15 days prior to the contract expiration date.
5. The District agrees to make payroll deductions to the Federal Credit Union.
6. Notices of Union meetings may be posted at designated places.
7. Nothing contained in this Agreement shall be construed so as to require the Board to violate any applicable law.

## **ARTICLE V SENIORITY, VACANCIES, OVERTIME, LAY-OFF, ROTATING WHEEL**

1. Seniority as used herein shall refer to the length of continuous service, ability to perform the work required and physical fitness. The length of continuous service refers to the length of continuous service within each employee category. Where the ability to perform the work required is relatively equal and physical fitness is not a factor, length of continuous service shall prevail in determining an employee's seniority.

An employee's seniority date shall be determined by the date and time that an individual actually commences work within his/her employee category. Prior

to beginning employment each individual must be qualified, able and physically fit to perform the work required. In the event that two (2) or more employees begin employment on the same day, a lottery system utilizing the drawing of playing cards, highest to lowest card drawn, conducted in the presence of at least one (1) individual from both Management and the Union, shall determine each newly hired employee's seniority position.

2. In the event a lay-off occurs, the District shall seek volunteers, starting with the most senior employee within the employee category, to determine who will be laid off. Employees who volunteer will be laid off in order of seniority from most senior to least senior. When all volunteers have been laid off, other employees shall be laid off in reverse order of their seniority; that is, the least senior will be laid off next. If there are no volunteers, employees shall be laid off in reverse order of their seniority. Employees shall be rehired within the employee category in the reverse order of their lay-off. In case an employee has been laid off or "bumped", the employee shall have the right to "bump" within five working days any employee within their current employee category in the bargaining unit with less seniority, provided that the employee has the skill, ability, seniority, and qualifications to perform the work available without further training in accordance with the employer's requirements. This privilege is limited to one "bump" for each employee for each lay-off. Employees who exercise their bumping rights will be compensated at the rate of the new job.
3. Employees absent from work due to sickness who are unable to perform their work for a period not exceeding one year (disability on job – two years) shall retain their seniority rights; provided the period of sickness is verified by a physician. The Board reserves the right to have the employee examined by a physician approved by the District. The District has the right to terminate the employment of any employee who does not return and re-establish seniority within the timelines of one year for illness and two years for injury on the job. All employees must work six days in 30 calendar days, excluding Christmas break, summer break, approved leaves and excused absences, to hold seniority.
4. Employees absent from work for legitimate reasons other than sickness for a period not exceeding thirty calendar days of work shall retain their seniority rights.
5. An employee may, upon request and approval of the administration receive a leave of absence for a period of not less than five working days and not in excess of three months with the following restrictions:

- a. Each employee is restricted to a maximum of two leaves of absence per school year.
- b. A maximum of six drivers and two monitors can be authorized to be on a leave at the same time. Leaves shall be granted in the order received up to the maximum allowable amount of six.
- c. Requests shall be made in writing no less than 25 days prior to commencement of the requested leave, unless otherwise approved by administration.
- d. Employees on a leave of absence who are asked to report for scheduled work will only be offered this work after everyone on the seniority list. Employees will be permitted to return to their bid run early, if available.

Any leave in excess of one month must be approved by the Board. Such requests shall be made in writing no less than 25 days prior to the commencement of the requested leave. The Board reserves the right to extend such leave and to discipline and/or dismiss employees who are on unauthorized leave.

6. The Board agrees to post all job vacancies, including new positions, at designated places for seven calendar days at which time members of the bargaining unit may apply for consideration in filling the position. Employees within each employee category shall have first right in filling the position however, in the event there are no applicants from within the same employee category, all bidders from the other employee category shall receive consideration in filling the position by seniority, and be paid that employee category rate. Probationary employees may participate in bidding procedures in seniority order. The Board agrees to post all vacated runs within each bidding cycle. The bidding cycle is defined as seven calendar days, excluding holidays. Run attachments will be added on by seniority and will remain as part of the original bid run until the end of the current school year. Employees shall be limited to two (2) successful bids per school year, within each run category, for regular a.m., p.m., and/or midday runs.
7. In the event run that is bid is deleted, the affected employee shall be afforded the opportunity to bump a less senior employee, within their employee category as bus driver or bus monitor. Additionally, in the event any bided midday or after school assignment is deleted; the affected employee shall be afforded the opportunity to bump a less senior employee within their employee category as bus driver or bus monitor.

8. A temporary opening is one which occurs as a result of the absence of a regularly scheduled driver. These runs will be posted during the bidding cycle. All stand-by drivers shall be qualified to drive all equipment and shall be paid their highest rate. Temporary runs shall be assigned according to seniority to those who are available and will be paid their highest rate. Availability slips must be in by 3:00 p.m. Friday. Stand-by drivers not putting in availability slip on time will be put at the bottom of the list for the following week. When a temporary run becomes a regular run, it is posted for bid and shall be awarded accordingly. If no one bids for such run, it will be assigned to the driver with the least seniority and the rate will be paid according to the classification. All runs not bid are to be posted monthly until filled.

All midday and after school bided runs shall have a back-up driver; these back-up positions shall be subject to bidding and awarded according to seniority. In no event, unless authorized by the District, shall the combination of these assignments be in excess of forty (40) hours in a week.

Back-up drivers are to replace primary drivers when the primary drivers are absent (assignment can not exceed 40 hours per week). At the end of a one-year period, the primary run shall be reposted and the back-up driver shall revert back to his/her back-up position.

9. Employees, in seniority order, will be given an opportunity to choose only one exam run for public or nonpublic schools each time it is offered. Employees interested in extra midday assignments must place their name on the sign-up sheet at the office prior to 8:00 a.m. daily. Available midday runs consist of early dismissals and kindergarten runs that cannot be completed by the regular bid driver or back-up driver. The deadline for the afternoon sign-up is not later than 1:00 p.m. Employees that sign-up shall be offered the available run(s) according to seniority. Employees will be given the opportunity to accept or pass on only one (1) extra assignment as described herein per day.
10. A rotation wheel is a list of drivers, listed according to seniority who are available and who desire to drive extra runs; namely, field trips, sporting activities and similar events. Every driver is required to either pick a trip or "pass" when it is his/her turn. A driver who refuses a run or accepts a run on the rotating wheel will have his or her name placed at the bottom of the list. It is to be recognized that this does not require the Board to make extra runs available to members of this bargaining unit.

All daily vacancies other than AM and PM runs and mid-day runs which need to be fulfilled and have not yet been picked will go on a 2nd rotation wheel called the daily vacancy wheel (this will apply to all field trips). Work selected from the daily vacancy wheel will continue from the last pick. This subsection cannot be grieved. The last run awarded will be the first run canceled. Drivers with mid-day and/ or after school assignments can not pick on the daily vacancy rotation wheel for extra work, when that extra work results in a substitute, other than the back-up assigned their regular assignment.

11. In order for a driver to participate on the rotation wheel, said driver must work a minimum of eight days of the prior thirty-day work period. Field trips cannot be used to calculate the eight day work week requirement. Only days that include to and from school will be considered.
12. If two or more runs are available at any one time, the senior driver has the choice of run.
13. Regular bided runs shall not exceed 40 hours per week. Current and future employees whose runs exceed 40 hours per week will be required to eliminate a run(s) of their choice in order to comply with the 40-hour limitation. This section applies only as long as the Fair Labor Standards Act provisions for payment of overtime in excess of 40 hours per week remain in effect. If the overtime provisions are modified or eliminated in the Fair Labor Standards Act, this section will reflect those eliminations and/or modifications to the weekly hour limitation.
14. All overtime pay shall be based on hours in excess of 40 hours per week. Exceptions to this are runs which occur on selected holidays (as identified in Article V, Section 15) and Sundays, which will be paid at time and a half.
15. When there is an early dismissal and a greater earning potential exists, the employee shall have the right to the greater earning potential. Where no difference exists, management shall assign which runs shall be completed by the regular employee.
16. All authorized overtime shall be compensated at the rate of time and one-half for the holidays:

July 4	Thanksgiving
Memorial Day	Labor Day
President's Day	Christmas
	New Years

In the event the District or any other school serviced by the District schedules school on any of the above-mentioned holidays, the overtime clause will be suspended and employees shall be compensated at their regular contractual rate.

Should the official School District Calendar be changed, altered or modified and schools are in session on other than originally scheduled days, all bargaining unit employees will be available for regular duty on all rescheduled days.

Employees who work a minimum of 150 days in the previous fiscal year (July 1 – June 30) shall receive holiday pay for Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day. All medically documented absences restricting employees from working will count as part of the 150 days required to be eligible for holiday pay. The amount of pay for holidays will be calculated by taking the total number of hours worked during the previous fiscal year divided by the total number of days worked in the previous fiscal year to establish the average number of hours to be paid. For clarification: documented hospitalization plus recovery period from that event will count as part of the 150 days required to be eligible for holiday pay.

17. Overnight trips will be paid at a minimum of 8 hours per day plus time worked over 8 hours each day. Expense money will be issued prior to leaving. The expense money will include, but not be limited to: room, meals, fuel, and tolls. Employees returning from an overnight trip will be paid a minimum of eight hours. It is expected that the employee complete any portion of their regularly scheduled shift that remains on the return date. Overnight trips are defined as an extracurricular activity that requires transportation service that is scheduled out of town, over multiple day periods, with off duty times even though the driver is required by the District to stay with the group. Also, students and chaperones receive overnight room accommodations and meal allowances.

## **ARTICLE VI SUBCONTRACTING**

For the duration of this Agreement, the Board agrees that the customary work of driving District vehicles as currently performed by members of this bargaining unit shall not be contracted to an outside contractor as long as there are qualified employees available from among present and/or laid off employees eligible to

return to work, except, however, the Board may subcontract work if the requirements of available employees and equipment make such subcontracting necessary.

It is to be recognized that this Article VI does not limit the Board's right to eliminate runs, manage its business, or direct its work force in a manner which is consistent with Article III of this Agreement; furthermore, the provisions of this Article VI of this Agreement apply only to customary driving duties and do not limit the Board's right to modify existing work practices.

## **ARTICLE VII GRIEVANCE PROCEDURE AND ARBITRATION**

A grievance is defined as any alleged misinterpretation or misapplication of a specific article or section of the provisions of this Collective Bargaining Agreement. For the purpose of settling grievances, the Board recognizes such shop steward as the Union may designate to represent it. Should grievances arise, there shall be no suspension of work and all such grievances shall be settled promptly in the following manner:

**Step 1:** Any employee who believes he or she has a grievance shall, within five working days from the day the grievance arose, discuss the matter with the immediate supervisor and shop steward in an attempt to arrive at a satisfactory settlement. Disposition of the grievance shall be made by the immediate supervisor within three working days after its presentation.

**Step 2:** If the grievance is not resolved in Step 1, it shall be reduced to writing on a form provided by the employer. Such grievance shall specify article or section of the contract grieved and shall be signed by the aggrieved employee and the steward and submitted to the immediate supervisor within three working days after the supervisor's Step 1 answer. A copy shall be retained by the steward and another shall be mailed to the Union Office by the District. Disposition of the grievance shall be made by the immediate supervisor after discussion with the Union's designated representative within three working days after its presentation.

**Step 3:** If the grievance is not resolved in Step 2, the aggrieved employee or Union shall have three working days, following the reply in Step 2, to present the grievance in writing to the Superintendent of Schools or his/her designated representative and the representative designated by the Union shall meet within five working days with the parties involved. The Superintendent will give the

Union his/her written decision on the grievance no later than the fifth working day following said meeting, unless the time is mutually extended in writing.

**Step 4:** If the grievance is not resolved in Step 3, the aggrieved employee and/or Union shall present, within three working days following the reply of the Superintendent, the grievance to the Board. The Board shall review the grievance and, if necessary, in Executive Session, hold a hearing no later than the next regular meeting, replying to the grievance in writing within five working days.

**Step 5:** If the action in Step 4 fails to resolve the grievance to the satisfaction of the Union, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195. If the grievance fails to meet the criteria of Section 903, the decision of the Board in Step 4 shall be final.

The arbitrator shall in no way alter, modify, change, amend, add to or subtract from the provisions of this Agreement.

The cost of the services of the arbitrator shall be shared equally by the Union and the Board. Any other costs incurred by this process shall be borne by the party incurring same.

Failure to comply with the time limits set forth shall be considered an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. Failure of any administrator at any step to communicate a decision to the employee within the specified time limits shall permit said employee to proceed to the next step. Time limits may be extended by mutual agreement in writing.

## **ARTICLE VIII REPRIMAND, SUSPENSION AND DISCHARGE**

1. The employee shall receive written disciplinary reprimands from his/her immediate supervisor for unsatisfactory performance of duties. Such reprimands will be made upon the form entitled "*Notice of Official Reprimand – Noninstructional Personnel.*" Employees are required to sign these reprimands; however, the employee's signature does not constitute an admission of guilt. Copies of such notice shall be sent to the steward and Union within 15 days. After the third written reprimand within a one-year period and after a mandatory hearing, the employee may be suspended or discharged by the Board.

The School District shall take disciplinary action for proper cause in the following order:

- a. written reprimand
  - b. written reprimand
  - c. written reprimand and a mandatory meeting, which may result in:
    - 1) possible suspension without pay or
    - 2) possible discharge
  - d. suspension without pay
  - e. discharge
2. The Board shall give an employee a three-day written notice of suspension or discharge and the reason therefor. Copies of such notice shall be sent to the steward and Union.
3. No notice of suspension or discharge need be given to any employee before he/she is discharged for the following reasons:
- a. Calling or participating in an unauthorized strike, walkout, slowdown, or sit-down.
  - b. Drinking of any alcoholic beverage or being under the influence of liquor or drugs during working hours (including lunchtime and breaks).
  - c. Proven or admitted immoral conduct, theft or dishonesty.
  - d. Unprovoked physical assault upon the Board's representative or the public during working hours.
  - e. Proven negligence resulting in a serious accident while on duty.
  - f. Unauthorized failure to report for work or to leave work.
  - g. Falsifying employment records, sickness or any other cause of absence or other reports.
  - h. Arrest, conviction and the serving of a prison sentence.
  - i. Engaging in gainful employment in the same category during a leave of absence, except where the leave is expressly granted for this purpose.
  - j. Engaging in unauthorized personal activities during working hours.
4. If any employee is discharged or suspended as provided for in this Article, the Board shall continue to make the required contribution for Health and Welfare, Pension and Life Insurance, if any, pending final disposition of said discharge or suspension.

5. Any employee discharged must be paid in full for all wages owed him/her by the Board by the next regularly scheduled payday.
6. A discharged or suspended employee shall advise the Union, in writing, within five working days of such action, of his/her desire to appeal the discharge or suspension. Such notice of appeal shall be made to the Superintendent of Schools, in writing, within ten working days from the date of discharge or suspension. Failure to comply with the time limits set forth herein shall constitute a waiver of any future appeal.
7. Should it be proven that an injustice has been done to a discharged or suspended employee, he/she shall be fully reinstated and compensated at the usual rate of pay for lost work. If the Union and the Superintendent are unable to agree as to the settlement of the case, the matter must be submitted within five working days through the grievance procedure at Step 4.
8. Any employee testing positive for any controlled substance or alcohol shall be referred a substance abuse medical professional, who shall determine what assistance and/or treatment the employee needs to resolve problems associated with the abuse. The District will not be financially responsible for any costs associated with the required assistance and/or treatment. No disciplinary action shall be taken against the employee provided he/she completes the recommended assistance/treatment program. The employee will not be assigned work during the period of assistance and/or treatment and will have no further rights to bided assignments nor will the employee be able to bump employees assigned to their previously bided assignment(s) upon their return to work. The employee's bided assignment will be posted. Employees will not be allowed to return until the District receives confirmation from the treating licensed medical professional that the substance abuse issues have been eradicated. Upon return to work the employee will return to the standby pool and be eligible to bid on any available runs. Failure to return to work within three months of absence due to substance abuse identification will result in termination of the employee. This provision would be a one time only basis for each bargaining unit employee.

Employees who refuse required drug and/or alcohol testing are considered testing positive, and will not be given the one time option to resolve their substance abuse issue and return to work. Employees who are uncooperative in responding to scheduled testing will also be considered testing positive, and will not be given the one time option to resolve their substance abuse issue and return to work. Both employees refusing testing and being uncooperative in responding to scheduled tests will be terminated.

## **ARTICLE IX STRIKE PROHIBITION**

1. During the term of this Agreement, the Union and the members of the bargaining unit will not cause, sanction or take part in any strike (whether sitdown, stay-in, sympathetic, general or of any other kind), walkout, picketing, stoppage of work, retarding of work or boycott, whether of a primary or secondary nature, or any other interference with the operation and conduct of the Board's business. The Board agrees that there shall be no lockout during the term of this Agreement.
  
2. In the event the member(s) of the bargaining unit violate the provisions of this Article and such violation is not instigated, called, sanctioned, condoned, or participated in by the Union or any of its officers, the Board will not institute proceedings against the Union as an entity, or its officers, to collect damages for that violation, providing that the Union and its officers shall in good faith take the following action when notified by the Board of the occurrence of a violation:

Promptly, not later than within 8 hours, issue a public statement and furnish the Board with a signed statement, both of which shall be in effect that the work interruption is unauthorized by the Union, in violation of this Agreement and that any picket lines which may be established are to be ignored; and, refrain from giving any aid, encouragement, or support of any sort wherever to employees who are violating the provisions of this Article.

The Board shall, nevertheless, have the right to discharge any employees who participate in such action as prohibited in this Article and such discharge shall not be protested by the Union.

## **ARTICLE X STATUTORY SAVINGS CLAUSE**

It is not the intention of either party of this contract to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is held unlawful or void by any tribunal

having the statutory authority to do so, the remainder of the Agreement shall remain in full force and effect.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

1. Any employee who is required by the District to participate in seminars, training sessions or like events shall be compensated at his/her regular hourly rate. Attendance at such events does not entitle the employee to overtime pay.
2. All drivers will be given fifteen (15) minutes for pre-trip inspection of his/her vehicle for the first run of the driver's work day and then paid five (5) minutes for each subsequent shift on the same bus.
3. Employees may be required to remain on the premises after completion of the job assignment for the remainder of the reporting time period.
4. Physician's statement will be required after the fourth day of absence.
5. All standby periods will be for 1-1/2 hours unless the driver takes a bus on the road. If the driver takes a bus on the road, the guarantee will be for 1-1/2 hours of pay.
6. Eligibility for life insurance will be established when an employee completes 150 days of work (July 1 – June 30) in the preceding fiscal year and will continue uninterrupted until employment ceases. The life insurance benefit for drivers shall be \$31,000 for the duration of this agreement. The life insurance benefit for bus monitors shall be \$20,000 for the duration of this agreement.

Medically documented absences restricting the employee from working will count as part of the 150 days required to be eligible for the life insurance policy.

7. Drivers will arrive to pick up students for field trips at the designated starting time of the trip.
8. Drivers who are not eligible for benefits may, at their expense, participate in the preferred provider organization group (PPO) including the prescription coverage or its equivalent, as follows:
  - a. Newly hired drivers will be eligible on the 1st of the month following 30 consecutive days of employment; otherwise,

b. There will be an open enrollment period during August, with coverage to be effective September 1st, for drivers who did not join when first eligible.

9. The preferred provider organization group (PPO) including the prescription coverage or its equivalent (PPO) will be paid by the Board for drivers (1) who work an average of 4.25, hours or more per day from previous school year (excluding in-service and snow days) and (2) who satisfy the 150 work day eligibility rule. Clarification: Any medically documented absence restricting the employee from working will count as part of the 150 days required to be eligible for health care coverage. New drivers hired after the beginning of the school year but prior to the second semester must work a minimum of 85% of the scheduled workdays remaining in the school year. The scheduled workdays begin with the first day worked for seniority purposes. Drivers who wish to participate shall contribute \$25 biweekly toward their medical premiums through payroll deduction for 20 pays per year for years 1, 2 & 3; \$26 biweekly for years 4 & 5.

The open enrollment period is during August, with coverage to be effective September 1st, for drivers who did not join when first eligible.

10. Death in the Family: Employees absent on account of death in the immediate family or household, from the date of death until and including one calendar day after the funeral not to exceed four working days, shall be compensated at full salary. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild or near relative who resides in the same household, or any person with whom the employee has made his or her home at the time of death.

One-day absence to attend the funeral of a near relative shall be compensated at full salary. Near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. For clarification, this does not include uncle-in-law, aunt-in-law, nephew-in-law, and niece-in-law.

Employee's average pay as calculated on the current days/hours report shall be used to determine the salary to be paid for bereavement. At the beginning of each school year and prior to September 15 last year's average hours shall be used. New employees will be paid a total of three hours (3) per day as if they are regularly available for AM and PM shifts.

11. Summer Runs: All summer runs shall be posted for bid and awarded by seniority within each employee category. Employees within each employee

category shall have first right in filling the assignment, however, in the event there are no applicants from within the same employee category, all bidders from the other category shall receive consideration in filling the position, by seniority. Employees will receive the pay appropriate for the employee category in which they are assigned.

Employees shall be permitted to bid more than one (1) run as long as any additional assignment does not conflict with any other assignment.

In the event any new run is added after the initial bidding is completed, unassigned employees shall be afforded the opportunity to bid and be awarded runs as described in the first paragraph of this section.

If a run is deleted, the affected employee shall be afforded the opportunity to bump a less senior employee within the employee category. In the event the affected employee's deleted assignment is outside his/her regular category, he/she shall be permitted to bump any less senior employee within that employee category who's assignment is also outside his/her regular employee category.

Employees shall be required to submit a weekly availability sheet, as outlined in Article V, section 8 if he/she wishes to be considered for summer fill-in work. This shall also include any drivers who may also be performing monitor duties. These assignments shall also be bid and awarded as outlined in the first paragraph of this section.

In the event a summer run is reduced by 50% or more due to a change in the length of the program, up to and including the first week of the summer schedule, the affected employee shall have the right to bump a less senior employee.

12. All runs will be posted until May 15 of each year.

## **ARTICLE XII JOB CLASSIFICATION AND WAGES**

1. An Internal Revenue Service (IRS), Section 125, Medical Savings Account (MSA) will be implemented.

- The combined hourly compensation for each employee is of an hourly wage plus an amount given in lieu of all fringe benefits not included herein. The combined hourly compensation is as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Wages- Drivers	\$17.68	\$17.68	\$17.68	\$18.21	\$18.77

New drivers:

\$1.50 less per hour for first year of employment

\$1.00 less per hour years two (2) through five (5)

\$0.50 less per hour years six (6) through ten (10)

after completion of ten (10) years of employment, the driver would receive the regular rate.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Wages- Monitors	\$11.00	\$11.00	\$11.33	\$11.67	\$12.02

The distribution of the combined hourly compensation between hourly wages and in lieu of benefits is dependent upon hours worked weekly and is explained in Article XIII.

- All drivers must qualify to drive school bus within the probationary period provided for in this Agreement. All drivers must be qualified according to the physical requirements as set forth by the Pennsylvania Department of Transportation to drive a school bus.

The District will pay for a one-time audiology test when driver fails the District administered hearing examination. The driver shall pay for all other special diagnostic tests that are necessary beyond the District administered physical.

- All wages shall be determined from the preassigned start time to the punchout time on the time card or time verified on the time sheet. Employee wages will be calculated on a minute by minute basis.

## **ARTICLE XIII FAIR SHARE**

Each member of the bargaining unit represented by the union that does not become a member of the union following the completion of thirty (30) calendar days from his/her date of hire shall be required to pay a fair share fee based on the Public Employee Fair Share Fee Law, PL 1993, June 2, PL 45, No. 15 Section 1; 43 PS 11021.1 et seq.

“Fair Share Fee” shall mean the regular membership dues required of members of Teamsters Local 773 less the cost, for the previous fiscal year, of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Bargaining Agent as exclusive representative.

Three categories of employees will be created:

- Group 1 – Employees who work over 30 hours weekly
- Group 2 – Employees who work more than 15 hours up to and including 30 hours weekly
- Group 3 – Employees who work up to and including 15 hours weekly

The group to which an employee belongs will be determined by that employee’s average hours per day in the prior year times five workdays in a week (July 1 through June 30).

Group designations will be effective on Sept. 1 and remain unchanged until August 31.

If an employee has no average hours from the preceding year, the employee’s group designation will be determined after 60 workdays, at which time Fair Share fees will commence. The group designation will remain in effect, based on the average hours per day for the 60 workdays, until the next Sept 1.

For newly hired drivers working under the progression rate language the step back wage will be deducted from the hourly wage rate.

The combined hourly compensation (hourly wage plus ‘in lieu of’) for someone in Group 1 is divided into 88% hourly wages and 12% “in lieu of”.

The combined hourly compensation (hourly wage plus ‘in lieu of’) for someone in Group 2 is divided into 75% hourly wages and 25% ‘in lieu of’.

The combined hourly compensation (hourly wage plus ‘in lieu of’) for someone in

Group 3 is divided into 50% hourly wages and 50% ‘in lieu of’.

The Fair Share Fee is based exclusively on the hourly wage as set forth in the table below:

**DRIVERS GROUP 1 – WITHOUT BENEFITS**

<b>Year</b>	<b>Combined Hourly Compensation</b>	<b>Hourly Wage</b>	<b>In Lieu of</b>
1	\$17.68	\$15.56	\$2.12
2	\$17.68	\$15.56	\$2.12
3	\$17.68	\$15.56	\$2.12
4	\$18.21	\$16.02	\$2.19
5	\$18.77	\$16.52	\$2.25

**DRIVERS GROUP 1 – WITH BENEFITS**

<b>Year</b>	<b>Combined Hourly Compensation</b>	<b>Hourly Wage</b>	<b>In Lieu of</b>
1	\$17.68	\$17.45	\$0.23
2	\$17.68	\$17.45	\$0.23
3	\$17.68	\$17.45	\$0.23
4	\$18.21	\$17.92	\$0.29
5	\$18.77	\$18.41	\$0.36

**DRIVERS GROUP 2 – WITHOUT BENEFITS**

<b>Year</b>	<b>Combined Hourly Compensation</b>	<b>Hourly Wage</b>	<b>In Lieu of</b>
1	\$17.68	\$13.26	\$4.42
2	\$17.68	\$13.26	\$4.42
3	\$17.68	\$13.26	\$4.42
4	\$18.21	\$13.66	\$4.55
5	\$18.77	\$14.07	\$4.70

**DRIVERS GROUP 2 – WITH BENEFITS**

<b>Year</b>	<b>Combined Hourly Compensation</b>	<b>Hourly Wage</b>	<b>In Lieu of</b>
1	\$17.68	\$15.15	\$2.53
2	\$17.68	\$15.15	\$2.53
3	\$17.68	\$15.15	\$2.53
4	\$18.21	\$15.55	\$2.66
5	\$18.77	\$15.97	\$2.80

**DRIVERS GROUP 3 – WITHOUT BENEFITS**

<b>Year</b>	<b>Combined Hourly Compensation</b>	<b>Hourly Wage</b>	<b>In Lieu of</b>
1	\$17.68	\$8.84	\$8.84
2	\$17.68	\$8.84	\$8.84
3	\$17.68	\$8.84	\$8.84
4	\$18.21	\$9.11	\$9.10
5	\$18.77	\$9.39	\$9.38

**MONITORS GROUP 1 – WITHOUT BENEFITS**

<b>Year</b>	<b>Combined Hourly Compensation</b>	<b>Hourly Wage</b>	<b>In Lieu of</b>
1	\$11.00	\$9.68	\$1.32
2	\$11.00	\$9.68	\$1.32
3	\$11.33	\$9.97	\$1.36
4	\$11.67	\$10.27	\$1.40
5	\$12.02	\$10.58	\$1.44

**MONITORS GROUP 2 – WITHOUT BENEFITS**

<b>Year</b>	<b>Combined Hourly Compensation</b>	<b>Hourly Wage</b>	<b>In Lieu of</b>
1	\$11.00	\$8.25	\$2.75
2	\$11.00	\$8.25	\$2.75
3	\$11.33	\$8.50	\$2.83
4	\$11.67	\$8.75	\$2.92
5	\$12.02	\$9.02	\$3.00

**MONITORS GROUP 2 – WITHOUT BENEFITS**

<b>Year</b>	<b>Combined Hourly Compensation</b>	<b>Hourly Wage</b>	<b>In Lieu of</b>
1	\$11.00	\$5.50	\$5.50
2	\$11.00	\$5.50	\$5.50
3	\$11.33	\$5.67	\$5.66
4	\$11.67	\$5.84	\$5.83
5	\$12.02	\$6.01	\$6.01

Upon request, the Board will provide the Union with a list of the names and addresses of all bargaining unit members.

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

---

**WITNESS:**

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**TEAMSTERS LOCAL UNION  
NO. 773 AFFILIATED WITH  
INTERNATIONAL  
BROTHERHOOD OF  
TEAMSTERS**

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**Business Agent**

**WITNESS:**

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**MEMORANDUM OF UNDERSTANDING  
NUMBER ONE  
BETWEEN  
BOARD OF SCHOOL DIRECTORS  
AND  
TEAMSTERS LOCAL NO. 773  
ON BEHALF OF THE  
BUS DRIVERS AND BUS MONITORS**

The District maintains the right to continue current subcontracting practices during the life of the Agreement. The District further agrees that it will not, on a wholesale basis, subcontract the transportation operation as it is currently defined.

**MEMORANDUM OF UNDERSTANDING  
NUMBER TWO  
BETWEEN  
BOARD OF SCHOOL DIRECTORS  
AND  
TEAMSTERS LOCAL NO. 773  
ON BEHALF OF THE  
BUS DRIVERS AND BUS MONITORS**

**NOTE:** By mutual agreement, the Union and Administration agree that, if the absenteeism becomes higher than the current rate of absenteeism this article will be reinstated.

**UNEXCUSED ABSENTEEISM**

After seven (7) days of unexcused absences in a year, employees will receive a warning regarding absenteeism. After nine (9) days of unexcused absences in a year, the employee will be suspended without pay for five (5) working days. After eleven (11) days of unexcused absences within a year, the employee will be suspended for an additional five (5) working days without pay. After thirteen (13) days of unexcused absences within a year, the employee will be suspended for five (5) additional working days without pay. After fifteen (15) days of unexcused absences within a one-year period, a recommendation for termination of employment will be given to the Board of School Directors.

An employee absent for any portion of his/her scheduled run(s) will be charged proportionately (1/3, 1/2, 2/3 or 1).

Unexcused absences are defined as those absences not covered by a doctor's note or prior approval of the administration for requests such as, but not limited to, death in the immediate family, birth of a child in the immediate family, etc.

No annual review of absences will be placed in an employee's personnel file.

Employees who have accumulated only one unexcused absence per school year shall have that unexcused absence removed at the end of the school year.

**2. *Election of Board Secretary for the Bethlehem Area School District***

**INFORMATION:**

Mr. Stanley Majewski was appointed board secretary for the Bethlehem Area School District for a four-year term. The term has expired, and the board must elect a board secretary.

**RECOMMENDATION:**

- a. That \_\_\_\_\_ be elected board secretary for the four-year term beginning \_\_\_\_\_.
- b. That the board secretary be bonded in the amount of \$50,000.

**3. *Election of Board Treasurer for the Bethlehem Area School District***

**INFORMATION:**

Anne M. Morton was elected interim board treasurer on July 28, 2008. Since she has been in the position for in excess of one year, the election should be changed to board treasurer and the interim removed from the appointment.

**RECOMMENDATION:**

That Anne M. Morton be elected board treasurer and be bonded in the amount of \$1,000,000.

The administration's recommendations 1, 3, 4, 5, 6, 7, & 8 were considered together.

#### 4. *Special Education Settlement Agreement*

**INFORMATION:**

The parents of Student Number 0943746 of the Bethlehem Area School District, who is eligible for special education services under the Individuals with Disabilities Education Improvement Act (IDEIA), along with the appropriate personnel from the Bethlehem Area School District, met to discuss issues surrounding the free and appropriate public education (FAPE) being provided to this student. Both parties met in an attempt to avoid complex, time-consuming due process litigation and to move forward in the best interest of the student.

This information was discussed with the Board of School Directors in Executive Session on Monday, August 17, 2009, with the administration and counsel.

**RECOMMENDATION:**

That the Board of School Directors approves the settlement in Lieu of FAPE resolving all disputes between the Bethlehem Area School District and the parent on behalf of Student Number 0943746, including any claims arising under any provision of federal or state law, relating to the student's educational program that have or could have arisen between the family and the Bethlehem Area School District up to the date of the Agreement. By accepting the terms of the Agreement, the parent acknowledges and agrees that the parent releases and forever discharges the Bethlehem Area School District from any claim or demand of any kind concerning the education of the student, as outlined in the Agreement. The Bethlehem Area School District hereby acknowledges and agrees that it has been fully informed of its respective rights, fully understands those rights, and understands the terms of the entire Agreement, consisting of (16) paragraphs.

The administration's recommendations 1, 3, 4, 5, 6, 7, & 8 were considered together.

**5. Resignations**

**RECOMMENDATION:**

*Administrative*

1.     NAME:                             **Majewski, Stanley J., Jr.**  
       ASSIGNMENT:                   Assistant to the Superintendent for Finance  
  and Administration  
       REASON:                         Retirement  
       EFFECTIVE:                     February 8, 2010

## 5. *Resignations*

### RECOMMENDATION:

#### *Instructional*

1.     NAME:                     **McAndrew, Carrie**  
       ASSIGNMENT:            Freedom, Special Education Teacher  
       REASON:                 Personal  
       EFFECTIVE:             August 31, 2009
  
2.     NAME:                     **Nolan, Sean**  
       ASSIGNMENT:            Miller Heights, (.4) Academic Integration  
                                  Specialist  
       REASON:                 Personal  
       EFFECTIVE:             June 10, 2009
  
3.     NAME:                     **Reybitz, Sandra**  
       ASSIGNMENT:            Regional Academic Standards Academy  
       REASON:                 Retirement  
       EFFECTIVE:             June 10, 2009
  
4.     NAME:                     **Schutt, Tina**  
       ASSIGNMENT:            Freedom, Mathematics Teacher  
       REASON:                 Personal  
       EFFECTIVE:             June 10, 2009
  
5.     NAME:                     **Zavar, Kristen**  
       ASSIGNMENT:            Donegan, English as a Second  
                                  Language/Reading Recovery Teacher  
       REASON:                 Personal  
       EFFECTIVE:             July 3, 2009

## 5. *Resignations*

### RECOMMENDATION:

#### *Noninstructional*

1. NAME: **Ackland, Nicola**  
ASSIGNMENT: Regional Academic Standards Academy,  
Teacher Assistant  
REASON: Retirement  
EFFECTIVE: June 5, 2009
2. NAME: **Arner, Bonnie**  
ASSIGNMENT: James Buchanan, Teacher Assistant, General  
Duty  
REASON: Personal  
EFFECTIVE: June 6, 2009
3. NAME: **Foxe, Cindy**  
ASSIGNMENT: East Hills, Teacher Assistant, Special  
Education, Emotional Support  
REASON: Personal  
EFFECTIVE: June 6, 2009
4. NAME: **Geosits, Patricia**  
ASSIGNMENT: SPARK, Teacher Assistant  
REASON: Personal  
EFFECTIVE: September 9, 2009
5. NAME: **Massey, Patricia**  
ASSIGNMENT: Nitschmann, General Kitchen Help  
REASON: Personal  
EFFECTIVE: June 5, 2009
6. NAME: **Naqvi, Alla**  
ASSIGNMENT: Freedom, General Kitchen Help  
REASON: Personal  
EFFECTIVE: June 4, 2009

**5. Resignations**

**RECOMMENDATION:**

*Noninstructional (continued)*

- |    |             |   |
|----|-------------|---|
| 7. | NAME:       | <b>Sheehan, Colleen</b>                       |
|    | ASSIGNMENT: | Freemansburg, Teacher Assistant, General Duty |
|    | REASON:     | Personal                                      |
|    | EFFECTIVE:  | June 5, 2009                                  |
| 8. | NAME:       | <b>Thomas, Sandra</b>                         |
|    | ASSIGNMENT: | Non-public, Teacher Assistant                 |
|    | REASON:     | Personal                                      |
|    | EFFECTIVE:  | August 25, 2009                               |
| 9. | NAME:       | <b>Zimmerman, Charlotte</b>                   |
|    | ASSIGNMENT: | Education Center, Administrative Assistant    |
|    | REASON:     | Retirement                                    |
|    | EFFECTIVE:  | October 7, 2009                               |

The administration's recommendations 1, 3, 4, 5, 6, 7, & 8 were considered together.

**6. *Leaves of Absence***

**RECOMMENDATION:**

***Instructional***

1.     NAME:                     **Brubaker, Kristen**  
       ADDRESS:                Northampton  
       ASSIGNMENT:            Freedom, Biology Teacher  
       REASON:                 General Leave of Absence  
       EFFECTIVE:             September 11, 2009, until the end of the day on  
                                      September 11, 2010
  
2.     NAME:                     **Bullard, Michelle**  
       ADDRESS:                Lehighton  
       ASSIGNMENT:            Freedom, Mathematics Teacher  
       REASON:                 Childrearing Leave of Absence  
       EFFECTIVE:             September 17, 2009, until the end of the first  
                                      semester of the 2009-2010 school year

The administration's recommendations 1, 3, 4, 5, 6, 7, & 8 were considered together.

## 7. *Nominations for Appointment*

### RECOMMENDATION:

#### *Instructional*

1.     NAME:                     **Cleffi, Jessica**  
        ADDRESS:                 Bethlehem  
        COLLEGE, DEGREE:       East Stroudsburg University, B.S.  
        ASSIGNMENT:             Liberty, Special Education, Emotional Support  
   Teacher  
        STATUS:                 Long-term Substitute  
        SALARY:                 \$40,800, prorated (Bachelor's, Step 1)  
        EFFECTIVE:             August 26, 2009, terminating at the end of the 2009-  
   2010 school year, or upon the return of M. DeLillo
  
2.     NAME:                     **Davis, Kayla**  
        ADDRESS:                 Bethlehem  
        COLLEGE, DEGREE:       Moravian College, B.A.  
        ASSIGNMENT:             Liberty, (.75) English Teacher  
        STATUS:                 Long-term Substitute  
        SALARY:                 \$30,600 (Bachelor's, Step 1)  
        EFFECTIVE:             August 24, 2009, terminating at the end of the 2009-  
   2010 school year, or upon the return of L. Sage
  
3.     NAME:                     **Hynes, Erica**  
        ADDRESS:                 Bethlehem  
        COLLEGE, DEGREE:       West Chester University, B.S.  
        ASSIGNMENT:             Liberty, Health and Physical Education Teacher  
        STATUS:                 Long-term Substitute  
        SALARY:                 \$40,800, prorated (Bachelor's, Step 1)  
        EFFECTIVE:             August 26, 2009, terminating at the end of the 2009-  
   2010 school year, or upon the return of K. McHenry
  
4.     NAME:                     **Iannello, Joseph**  
        ADDRESS:                 Media  
        COLLEGE, DEGREE:       Kutztown University, B.S.  
        ASSIGNMENT:             Freedom, Special Education, Learning Support Teacher  
        STATUS:                 Temporary Professional Employee  
        SALARY:                 \$40,800, prorated (Bachelor's, Step 1)  
        EFFECTIVE:             September 2, 2009

## 7. *Nominations for Appointment*

### RECOMMENDATION:

#### *Instructional (continued)*

5.     NAME:                             **Laudenslager, Katie**  
        ADDRESS:                         Hellertown  
        COLLEGE, DEGREE:             Bloomsburg University, B.S.  
        ASSIGNMENT:                    Freedom, Mathematics Teacher  
        EXPERIENCE:                    1 year, Bethlehem  
        STATUS:                         Long-term Substitute  
        SALARY:                         \$41,100 (Bachelor's, Step 2)  
        EFFECTIVE:                     August 24, 2009, terminating at the end of the 2009-2010 school year, or upon the return of J. Evans
6.     NAME:                             **McCauley, Justin**  
        ADDRESS:                         Bethlehem  
        COLLEGE, DEGREE:             West Virginia University, B.S.  
        ASSIGNMENT:                    Liberty, (.8) Health and Physical Education Teacher  
        STATUS:                         Long-term Substitute  
        SALARY:                         \$32,640, prorated (Bachelor's, Step 1)  
        EFFECTIVE:                     August 26, 2009, terminating at the end of the 2009-2010 school year, or upon the return of M. Laubach
7.     NAME:                             **Mickus, Ann**  
        ADDRESS:                         Emmaus  
        COLLEGE, DEGREE:             College of William and Mary, B.A.  
   Temple University, B.S.  
   Widener University, M.Ed.  
        ASSIGNMENT:                    Freedom, (.3) Mathematics Teacher  
        EXPERIENCE:                    5 year, Bethlehem  
   4 years, Pennsylvania  
        STATUS:                         Professional Employee  
        SALARY:                         \$15,294, prorated (Master's, Step 10)  
        EFFECTIVE:                     August 31, 2006



## 7. *Nominations for Appointment*

### RECOMMENDATION:

#### *Instructional (continued)*

12.    NAME:                   **Vazquez, Thomas**  
        ADDRESS:               Bethlehem  
        COLLEGE, DEGREE:     Pennsylvania State University, B.S.  
        ASSIGNMENT:           Freedom, Social Studies Teacher  
        EXPERIENCE:           1 year, Bethlehem  
        STATUS:                Long-term Substitute  
        SALARY:                \$41,100 (Bachelor's, Step 2)  
        EFFECTIVE:            August 24, 2009, terminating at the end of the 2009-2010 school year, or upon the return of K. Sobrinski
13.    NAME:                   **Wrobel, Anastasia**  
        ADDRESS:               Bethlehem  
        COLLEGE, DEGREE:     Swarthmore College, B.A.  
                                   LaSalle University, M.A.  
        ASSIGNMENT:           Nitschmann, (.6) Language Arts Teacher  
        EXPERIENCE:           3 years, Bethlehem  
                                   4 years, Pennsylvania  
        STATUS:                Professional Employee  
        SALARY:                \$29,271 (Master's, Step 8)  
        EFFECTIVE:            August 24, 2009
14.    NAME:                   **Yanney, Erica**  
        ADDRESS:               Womelsdorf  
        COLLEGE, DEGREE:     Universidade Federal do Rio de Janeiro, B.A.  
                                   Universidade Federal do Estado do Rio de Janeiro, M.A.  
                                   Kutztown University, Certification  
        ASSIGNMENT:           Liberty, Vocal Music Teacher  
        EXPERIENCE:           1 year, Pennsylvania  
                                   1 year, Brazil  
        STATUS:                Temporary Professional Employee  
        SALARY:                \$47,935, prorated (Master's +45, Step 3)  
        EFFECTIVE:            August 26, 2009

7. *Nominations for Appointment*

RECOMMENDATION:

*Instructional (continued)*

15.	NAME:	<b>Yenca, Catherine</b>
	ADDRESS:	Allentown
	COLLEGE, DEGREE:	Clarion University, B.S.
	ASSIGNMENT:	District-wide, Mathematics Coach
	EXPERIENCE:	1 year, Bethlehem 6 years, Pennsylvania
	STATUS:	Long-term Substitute
	SALARY:	\$46,262 (Bachelor's +15, Step 8)
	EFFECTIVE:	August 24, 2009, terminating at the end of the 2009-2010 school year

**7. *Nominations for Appointment***

**RECOMMENDATION:**

***Substitutes***

***Instructional***

**Andreucci, Robert**  
Center Valley

**Burch, William, Jr.**  
Allentown

**Scherr, Richard, Jr.**  
Perkasie

The administration's recommendations 1, 3, 4, 5, 6, 7, & 8 were considered together.

## 8. *Reassignments*

### RECOMMENDATION:

#### *Instructional*

1. NAME: **Deater, Anthony**  
 FROM: Liberty, 1.0 Social Studies Teacher, Temporary Professional Employee  
 TO: Freedom, (.3) Social Studies Teacher, Temporary Professional Employee/(.7) Permanent Day-to-Day Substitute  
 SALARY: \$12,330, (.3) Social Studies Teacher (Bachelor's, Step 2)/\$100.00 per day, prorated, Permanent Day-to-Day Substitute  
 REASON: Change in assignment  
 EFFECTIVE: (.3) Social Studies Teacher, August 24, 2009  
 (.7) Permanent Day-to-Day Substitute, September 28, 2009, until the end of the day on May 14, 2010
  
2. NAME: **Frederick, Lauren**  
 ASSIGNMENT: Liberty, Health and Physical Education Teacher  
 FROM: Temporary Professional Employee  
 TO: (.8) Temporary Professional Employee/  
 (.2) Long-term Substitute  
 SALARY: \$41,400 (Bachelor's, Step 3)  
 REASON: Change in status  
 EFFECTIVE: August 24, 2009, with the Long-term Substitute position terminating at the end of the 2009-2010 school year, or upon the return of M. Laubach
  
3. NAME: **Garcia, Daniel**  
 ASSIGNMENT: Freemansburg, Grade 4  
 FROM: Temporary Professional Employee  
 TO: Long-term Substitute  
 SALARY: \$41,100, prorated (Bachelor's, Step 2)  
 REASON: Change in assignment  
 EFFECTIVE: August 24, 2009, terminating at the end of the 2009-2010 school year, or upon the return of S. Winfelder

**8. Reassignments**

**RECOMMENDATION:**

*Instructional (continued)*

- |    |  |   |
|----|--|---|
| 4. | NAME:<br>FROM:<br>TO:<br><br>STATUS:<br>SALARY:<br>REASON:<br>EFFECTIVE: | <b>Wilderotter, Paulette</b><br>Governor Wolf, (.5) Instructional Support Teacher<br>James Buchanan, (.2)/Miller Heights, (.2) Academic<br>Integration Specialist<br>Professional Employee<br>\$20,795 (Master's +15, Step 10)<br>Change in assignment<br>August 24, 2009 |
| 5. | NAME:<br>FROM:<br>TO:<br>STATUS:<br>SALARY:<br>REASON:<br>EFFECTIVE:     | <b>Wilmore, Karen</b><br>Broughal, (.4) Science Teacher<br>Broughal, (.7) Science Teacher<br>Temporary Professional Employee<br>\$29,540 (Bachelor's +15, Step 2)<br>Successful Candidate<br>August 24, 2009  |

**8. Reassignments****RECOMMENDATION:***Noninstructional*

1.     NAME:                   **Howey, Amy**  
       FROM:                 0-3 Secretary/Clerk, 12 months  
                               Assistant Superintendent for Curriculum and  
                               Instruction Office  
       TO:                    Confidential Secretary  
                               Assistant Superintendent for Curriculum and  
                               Instruction Office  
       SALARY:               \$38,584 (Category I, Step 8)  
       REASON:               Successful Candidate  
       EFFECTIVE:            October 8, 2009
  
2.     NAME:                   **Lotti, Theresa**  
       FROM:                 0-3 Secretary/Clerk, 12 months  
                               (.5) Early Childhood/(.5) Special Education  
       TO:                    0-3 Secretary/Clerk, 12 months  
                               Maintenance, Emergency Management and Readiness  
       SALARY:               \$19.30 per hour  
       REASON:               Successful Candidate  
       EFFECTIVE:            August 24, 2009

The administration's recommendations 1, 3, 4, 5, 6, 7, & 8 were considered together.

President Leeson called for a motion to accept the Recommendations of the Administration. Director Haytmanek made the motion to accept and Director Koch seconded the motion. Director Leeson asked if anyone would like to pull any items from the agenda for discussion. Seeing none, Director Leeson called for a roll call vote on agenda items 1, 3, 4, 5, 6, 7, & 8. The question was called with roll call as follows: Yea, Directors Amato, Cann, Dexter, Follweiler, Haytmanek, Koch, McKeon, Tenaglia, Leeson – 9

ROLL CALL –  
ITEMS 1, 3, 4, 5, 6, 7, & 8

The motion passed 9 – 0.

The administration's recommendations 1, 3, 4, 5, 6, 7, & 8 were considered together.

President Leeson inquired if there was any new or miscellaneous business to address.

NEW AND  
MISCELLANEOUS  
BUSINESS

Director Koch asked the board to consider discussing the item of transportation for the SPARK children. She stated that she understands that a vote was held and that the budget is done and that the decision was made on what was known two weeks ago. She understood that there is some new information that if it was brought up it would even come out of (inaudible). She asked if the person who has the information could present it to the board. President Leeson recognized Director Tenaglia. Director Tenaglia asked if the board would like to hear the several points of order of if they would be ruled on individually. It was decided to hear them individually. Director Tenaglia stated point of order number one as the motion for reconsideration. Director Koch clarified her intention was to have new information presented and not to reconsider the previous motion as it stood. Mr. Spry confirmed that it would not be a motion for reconsideration because that meeting ended and a new meeting is underway. His opinion is that it would be new business. He also stated that it would be an addition to the agenda so that if it was a vote it would require six (6) votes.

Director Tenaglia stated the second point of order – this item was voted on previously as part of recommendation number 1. The motion was made to divide the question. That motion was defeated on a 4-4 vote. He asked if this matter can be brought up again since it was voted part of recommendation number 1. Mr. Spry commented that he thinks it can be brought up because it is a separate meeting and not a continued meeting. He continued that at another meeting a board member has the right to bring it up again since it was not part of the original agenda there would have to be six (6) votes to pass it.

Director Tenaglia presented another question regarding a voting matter. He asked should this item be brought back up to be voted on would it not be a transfer of budgeted funds and under the policy of Section 8 006 require a two thirds majority of the board. Mr. Spry responded that if it is a transfer of budgetary funds it is a six (6) vote requirement.

Director Koch indicated that this was not what she was suggesting and restated that she thinks the board discuss the issue to find out if there is another way of funding this item.

Director Dexter observed that the item sounds like something they would normally discuss in committee. (next comment is inaudible)

Director Koch responded that it may be but they have also in the past discussed new and miscellaneous business at this particular part of the agenda.

President Leeson clarified that Director Koch is asking that the board discuss this item now. Director Koch confirmed her statement. President Leeson asked if there is new information to be brought forward. Mr. Spry interjected that it would be procedurally appropriate to have a motion made to receive this information and request a second. The motion would require six (6) votes to pass. Director Koch made a motion to receive new information. Director Haytmanek seconded the motion. President Leeson called for a vote on whether the board is interested in receiving this information at this meeting. She indicated that it would require a two thirds vote/six (6) members. Director Dexter asked if there is information to be given. Director Koch responded by saying that it is her understanding that there is. Director Dexter moved to amend Director Koch's motion. She moved that the board receives the information to be brought forth at a designated committee meeting to be determined by the Superintendent's cabinet. Director Koch did not accept the amendment. President Leeson asked for a second to the amendment. Director Cann seconded the amendment. President Leeson called for discussion on the amendment. Director Cann commented that if there is more information on this issue that it is given to the board for review. She stated that she is unaware as to why it would be kept from the Board. President Leeson called for any further discussion on the amendment. Director Follweiler commented that she agrees that this is a very important issue and she recalls in previous meetings where the Board discussed the budget cuts she asked if there was any other way to fund or to keep from making any of the cuts. She recalled that it was the recommendation of the administration that there was not. She believes that new information needs to come and there needs to be full discussion and this should be schedule at a committee meeting. Director Amato stated that he did not agree because if there is new information out there that could reinstate transportation for SPARK the board better do it tonight and not put it off. Dr. Lewis asked for a clarification on the new information. He directed the question to Director Koch to determine if the information was disseminated from his office. If this was the case, Dr. Lewis felt he needed to clarify what Direct Follweiler said that they did not have that information during budget time. Director Koch responded that she did not know and that he would have to ask the person who told her that they had new information. President Leeson asked Director Koch if there was new money available. She confirmed that that is what she was told. President Leeson stated that they board was not under the impression that there was new money available. She confirmed this with Dr. Lewis. He concurred. Director McKeon commented that the budget still is not settled and that they are getting more hints that it will be less than what they anticipated and that they anticipated 60% of what they originally thought they would get. In addition, he continued that if the current legislation goes through as proposed, the federal government stands the possibility of withholding all the stimulus money. Right now there are three states that are attempting to supplant the state obligation with federal money. If they do that, the federal stimulus package will not come to the state and all probability they are just Race to the Top program about \$14 billion will be shared among the states and we will be excluded from that. He warned the board to be careful about how to approach this discussion. President Leeson

commented that if there is new information to be heard that it should come through the administration. She stated that she would be happy to hear new information as early as next week but that it needed to come through the administration by way of a vetting process.

Mrs. Koch commented that she can remember many times when she heard from the board that it is so important that they listen to the community. She pointed out that they are present. She noted that she understands about the money and that there are things that need to be cut. She continued that she is looking at the “little, tiny people” present and that every day that the board waits there is a chance that there is an accident waiting to happen. She also commented that she does not want them to drop out of the program because they can’t get there. President Leeson agreed with Director Koch’s point and that every board member also does. She continued that they also need clear and accurate information on which their decisions need to be based concerning issues as important as this one.

President Leeson called for any further discussion. She recognized Director Amato. He stated that he had heard that there is Title I money that could be shifted in to take care of the transportation issue for SPARK. He asked if this was true. He further asked that if that money was moved would there be something else effected or if this is money that is there as Title I money that is not earmarked for something. Dr. Lewis answered that money can be moved and that it does make a shortfall in some other areas. It is spread out over the nine of twelve areas that have been identified. Its impact is softer than if it is taken from one single area. He continued that the answer is that Title I money can be used for that purpose. He further noted that the solicitor commented that the board would still need to pass something like that with a vote of 6 to 3 before Mrs. Cintron could file an amended Title I application. President Leeson noted that to clarify there is no new money and that this would be taking money from another program or multiple programs to fund. Dr. Lewis requested that if someone knows of new money that he would appreciate them contacting the administration immediately so that they could verify that information.

President Leeson again asked for any other discussion on the amendment. She recognized Director Dexter. She stated that in light of the fact that the administration knows of no new money and Mrs. Koch is not able to identify with clear specificity what it is, she is going to withdraw her motion to amend so there is no need to vote on it if Director Cann will agree to withdraw her second. She further noted that she is unable to identify what is before the board so she does not even want to list it for a committee meeting unless something comes to Dr. Lewis’ attention in which case he does not need the board’s consent if there is new money. He can always bring that to the board.

President Leeson asked Director Cann if she would like to withdraw her second. Director Cann indicated that she would. President Leeson brought attention back to Director Koch’s mention and Director Haytmanek’s second and asked for any further discussion on the motion to discuss the proposal. President Leeson acknowledged Director Follweiler. She asked for clarification on the motion that was to hear someone who was to come to the podium to present new information about money of which even Dr. Lewis and cabinet are unaware. Director Koch commented that this was her understanding. Director Follweiler asked if it was a private donation. Response was inaudible.

Seeing no other discussion on the motion, President Leeson called for a roll call vote on the motion. The question was called with roll call as follows: Yea, Directors Amato, Follweiler, Haytmanek, Koch – 4. Nay, Directors Cann, Dexter, McKeon, Tenaglia, Leeson – 5

The motion defeated 4 – 5.

President Leeson asked for any further new or miscellaneous business. Hearing none, the meeting moved to Courtesy of the Floor.

President Leeson called for courtesy of the floor.

COURTESY OF THE  
FLOOR TO VISITORS

1. Steven Antalics – 737 Ridge Street, Bethlehem –

Mr. Antalics stated that he can understand the confusion because he has attended some citizen meetings. He recalled that at one of the meetings a person stated that he was informed by the Superintendent that there was \$80,000 available and that the Superintendent polled the Board and apparently from the polling of the Board came up with the idea that there was a 5 to 4 vote against the \$80,000. He noted that this is what was said at a public meeting. He continued that at a second public meeting he checked with a number of people and they confirmed that they had heard the same thing. He noted that this is very troubling and upsetting to him in a sense that it creates an atmosphere. If in fact that were true, this would imply a violation of the Sunshine Law. He asked that if it is not true where did it come from because the people who have heard it seem to speak with a certain degree of authority. He continued to ask if there is something going on to undermine the quality of the board. He stated that he is telling factually what he heard and that his comments are not meant to attack anyone. Dr. Lewis commented that what he is saying is hearsay and asked if Mr. Antalics had a question. Mr. Antalics continued stating that the comments have affected a lot of people in the community because it was spread around the community and it was very clearly stated at the public meeting at city center.

President Leeson commented that the board does not usually comment on issues brought up at this point of the meeting but that she would allow Dr. Lewis to comment at this time. Dr. Lewis stated that he had never made a public statement. He continued that he has spoken to his cabinet and his directors about possible use of funds. That is the extent. He stated that if things leaked out of those discussions he cannot control rumors nor innuendos. He certified that he made no statement and he stated to the board in an email that the information that they have is the information that he has. He further stated that the board has a lot of tough decisions to make and this is one of them. He continued that if someone has new money he is wondering why it has not been vetted through the proper channels which would have been his self or his business manager. He stated that that did not occur so he was not prepared to speak to that issue nor did he say that there was funding out there. He stated that he did not know of it.

President Leeson confirmed that there have been no votes taken privately

but they have all been taken in public. She continued that if there is a rumor out there that the board has taken a vote on any type of funding issue that is not true. She assured the public that everything has been done in public.

2. Bill Exaros - 513 Kevin Drive, Bethlehem –

He stated that his concern and the reason he is there is because he is a taxpayer. He does not have children any longer in the Bethlehem School District. His two boys graduated from the district after having participated in sports. He participated in sports and he loves sports. He noted that he does not understand the priority of the board. He noted that the priority as he understands it is to educate children. It is not to let athletics take equal part of the budget or relatively speaking as academics. He noted that if they are to cut a program or programs that they should start with athletics. He referred to California's pay to play. He commented about the \$1.6 million budget for interscholastic and intra-scholastic sports. He observed that is almost the amount needed to eradicate the problem in the budget at the present time. He further commented that he does not want to see sports die but that there are club sports. He referred to Liberty's hockey team that plays in the winter time as a club sport. He continued with the lacrosse club sports. He suggested that instead of doing away with an educational program that benefits the children that they should do away, unfortunately for a time, with the athletics. He noted that the budget could be transferred to help education the children. He commented on the display "Shaping the Future, One Child at a Time". He continued that taking away special school programs does not give credit to the slogan.

President Leeson commented that the board has cut about \$15 – 20 million dollars out of budgets in the last two years during which time athletics has been cut. She continued that they certainly can look again but that athletics has been cut over the past two years.

3. Teresa Donate - 472 Greenwood Avenue, Bethlehem –

Ms. Donate asked the board if they are aware that there is money that can be transferred within one of the Title I grants to cover the \$80,000 shortage for transportation. Several board members confirmed that they just talked about this issue. Ms. Donate accused the board of trying to make it look like they are talking about new money. She noted that there is no new money. She stated that the issue is that the board can possibly transfer the money and yet there will be other areas affected like athletics. She noted that the board has the future of the children in their hands. She pointed out that there is \$80,000 that could be transferred right now and the board is choosing not to do it. She asked the board that since they have the opportunity why they don't do it. She further acknowledges that board knows that there is no new money. She urges the board to move the funds for the sake of the children. She goes on to recognize that this is a very difficult situation but she is urging the board to consider making the transfer for the children.

4. Albert – Bethlehem

Mr. Albert stated that he is before the board to address the possibility of restoring funds to some of the critical programs that had been cut. Among the issues is the moratorium on demolishing and expenditure of construction demolition to create the extremely expensive athletic fields that would be built at each middle school on the carcasses of the demolished buildings. He noted that the board budgeted or borrowed between \$10 – 11 million to carry on that project. He referred to his article in the Morning Call where he stated that the board has the potential to forego or defer that activity and equated it to how the casino has stopped construction on its hotel. He suggested that the money saved from the construction project be used to refinance or restructure the debt. He noted that would free up some of the \$22 million in debt service. He continued that it would also potentially make that money available to save these programs. He claimed that it would also not require the district to forego fields for either school because both middle schools old buildings only cover half of the targeted area for athletic fields. He suggested that there could be a football field built on the empty space in front of Northeast. There could be half of a football field built on the otherwise three fourths field planned for the Broughal site. He claimed that in both of those cases those fields would be adequate for the short term and it would free up additional millions of dollars to build additional fields later on. He continued that he inquired at the athletic departments at various colleges and was told that the average price for a field is \$200,000. He noted that the district plans to spend \$11 million to build a couple of practice fields for the middle schools. He recalled that he asked the board a long time ago to offer a request for proposal for alternatives to the demolition of the buildings and the planned construction of these extremely expensive fields. He noted that the request was not taken up by a previous board and asked that this board reconsider this request. He restated that there is \$11 million at stake. He indicated that the district could restructure their debt and that they have a long-term planned potential income with the casino and the revenue surrounding that project against which could restructure the debt. He noted that with restructuring the district could reduce the current debt service and make all the money that has been cut from the programs for children in need available to them. He acknowledges that the current board did not create this situation but that the State did this to the district. However, they have a chance to ask for a little leeway on these construction projects and take that money and use it for the children who have been cut by this programming.

President Leeson requested a motion for adjournment. Directors Dexter and McKeon moved to adjourn the meeting. The meeting was adjourned at 8:35 p.m.

ADJOURNMENT

Attest,

Thomas K. Washington  
Assistant Board Secretary