



Bethlehem Area School District

Shaping the future. One child at a time.

**Public Hearing of the
Board of Directors of the
Bethlehem Area School District
on the Charter School Request for Charter Amendment
Lehigh Valley Dual Language Charter School**

**Monday, September 29, 2014
East Hills Middle School
6:00 p.m.**

Agenda

1. Call to Order
2. Roll Call
3. Introductory Remarks by Solicitor
4. Presentation by Lehigh Valley Dual Language Charter School Representatives
5. Questions from School Board Members
6. Comments by BASD Administration
7. Public Comment
8. Closing Remarks
9. Motion to Adjourn

1
2 PUBLIC HEARING OF THE
3 BOARD OF DIRECTORS
4 OF THE BETHLEHEM AREA SCHOOL DISTRICT
5 ON THE CHARTER SCHOOL REQUEST FOR
6 CHARTER AMENDMENT LEHIGH VALLEY DUAL
7 LANGUAGE CHARTER SCHOOL
8

9 * * *

10 PUBLIC HEARING

11 Taken in the East Hills Middle School
12 Auditorium, Bethlehem, Pennsylvania, on Monday,
13 September 29, 2014, commencing at 6:00 p.m.,
14 before Deborah K. Marshall, Registered
Professional Reporter.

15 BEFORE:

16 DR. JOSEPH ROY, SUPERINTENDENT
17 SHANNON PATRICK
18 ANGELA SINKLER
19 CRAIG NEIMAN
20 ROGELIO ORTIZ
21 MICHELLE T. CANN
22 BASILIO BONILLA
23 MICHAEL FACCINETTO, PRESIDENT
24 DONALD SPRY, ESQ., SOLICITOR
25

* * *

26 VERITEXT LEGAL SOLUTIONS
27 MID ATLANTIC REGION
28 4949 Liberty Lane, Suite 200
29 Allentown, PA 18106

1 APPEARANCES:
 2
 3 MAC MAIN LAW GROUP LLC
 4 BY: BRIAN H. LEINHAUSER, ESQ.
 5 101 Lindenwood Drive, Suite 160
 6 Malvern, PA 19355
 7 -- For LV Dual Language
 8 Charter School
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1 MR. FACCINETTO: Welcome to the
 2 Hearing held today, Monday, September 29th.
 3 This is a public hearing by the Board of School
 4 Directors of Bethlehem Area School District on
 5 the request of the Charter Amendment to the
 6 Lehigh Valley Dual Language Charter School.
 7 I'll take roll at this time. Mr.
 8 Vidanage? Mrs. Sinkler?
 9 MS. SINKLER: Here.
 10 MR. FACCINETTO: Mrs. Patrick?
 11 MS. PATRICK: Here.
 12 MR. FACCINETTO: Mr. McKeon? Mr.
 13 Bonilla?
 14 MR. BONILLA: Here.
 15 MR. FACCINETTO: Mrs. Cann?
 16 MS. CANN: Here.
 17 MR. FACCINETTO: Mr. Ortiz?
 18 MR. ORTIZ: Here.
 19 MR. FACCINETTO: Mr. Neiman?
 20 MR. NEIMAN: Here.
 21 MR. FACCINETTO: We have seven
 22 members present. I'll turn it over to our
 23 solicitor to continue the hearing.
 24 MR. SPRY: Thank you, Mr. President.
 25 This is a hearing which is being convened under

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1 the Pennsylvania Charter School Law. And it is
 2 being convened to consider a request of the
 3 Lehigh Valley Dual Language Charter School to
 4 amend its charter to operate a second location.
 5 And on the record, I'm stating that
 6 by conducting the hearing, the Bethlehem School
 7 District Board of Directors is not waiving its
 8 right to appeal the Lehigh Valley Dual Language
 9 Charter School versus Bethlehem Area School
 10 District Commonwealth Court case, which is
 11 docketed at 2010 CD 2013. And it's not waiving
 12 its right to contend that the Charter School law
 13 does not authorize a Charter School outside of
 14 Philadelphia to operate in more than one
 15 location.
 16 However, the Commonwealth Court
 17 decision is the law. And it's not waiving its
 18 right to deny an amendment to the negotiated
 19 charter, if that's appropriate.
 20 The procedure will be that there's a
 21 stenographer who is stenographically recording
 22 these proceedings, so I would ask anyone who is
 23 going to speak, to speak so that the
 24 stenographer on the far left can hear.
 25 I've had marked and provided to

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1 counsel for the Charter School a document that
2 I've marked as Board 1. It contains a number of
3 items that I think will be discussed tonight.
4 Certainly the Charter School has a
5 right to present any other documents it deems
6 appropriate.
7 (Board Exhibit No. 1 was marked for
8 identification.)
9 MR. SPRY: I'm going to ask anybody
10 that may speak during the proceedings, to be
11 sworn.
12 (Witnesses sworn.)
13 MR. SPRY: Mr. Leinhauser, on behalf
14 of the Charter School, are you ready to proceed?
15 MR. LEINHAUSER: Yes. Thank you.
16 Ladies and gentlemen, my name is Ryan
17 Leinhauser. I'm counsel for Lehigh Valley Dual
18 Language Charter School.
19 As you are aware, Lehigh Valley Dual
20 Language Charter School was chartered by the
21 Bethlehem Area School District under a charter
22 issued in December of 2009.
23 A copy of that charter is in the
24 exhibit packet that Mr. Spry provided to the
25 panel. I will note or direct your attention to

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1 Page 4 of that exhibit, which is within the
2 original charter provided by the Bethlehem Area
3 School District, specifically Paragraph 5 on
4 that page, which reads as follows: The Charter
5 School shall not relocate its facility or add
6 additional facilities at a location other than
7 551 Thomas Street, Bethlehem, Pennsylvania,
8 without the written consent of the Bethlehem
9 Area School Board.
10 It is that written consent that we
11 are here to seek this evening. This was an
12 issue clearly contemplated by the parties at the
13 outset of granting this charter, that the school
14 might need to relocate or add a facility. We
15 seek simply to add a facility at this time.
16 As you are aware, there was a renewal
17 of this charter in 2013 for five years by the
18 board. In addition to that, the school had
19 sought and now continues to seek the addition of
20 a second location as early as last year.
21 At this time, Mr. Lopez and Mrs.
22 Pluchinsky will identify a few exhibits in
23 addition to what is in your binder and offer
24 testimony related to questions that were raised
25 during the exchange of documents between the

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1 district's counsel and my office, related to
2 questions that might be relevant to the use of
3 the second facility.
4 Before we go down that road, I want
5 to call the board's attention to the Charter
6 School law and what's required for the
7 application for a use of the facility under the
8 Charter School law.
9 In the Charter School law itself,
10 Section 1719 reads, In terms of use of a
11 facility, a description of, an address of, the
12 physical facility in which the Charter School
13 will be located and the ownership thereof and
14 any lease agreements are the elements that are
15 required to be identified for approval of the
16 location.
17 In addition to that there's a Section
18 1722, which simply addresses facilities and
19 reads as follows. I understand a portion of
20 this section is under dispute between the
21 parties. But the section I'll be referring to
22 tonight is not that section. The Charter School
23 may be located in an existing public school
24 building, in a part of an existing public school
25 building, in a space provided on privately owned

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1 site, in a public building or in any other
2 suitable location.
3 Lehigh Valley Dual Language Charter
4 School believes that it has found a suitable
5 location. It has provided the district with a
6 lease, which is enclosed in the packet that's in
7 front of you. There were several questions
8 asked by the district related to the use of that
9 facility, which were identified in letters
10 received from your office.
11 I'm going to offer the lease for your
12 reference. It starts on Page 18 of the exhibit
13 packet that Mr. Spry provided. With that said,
14 I'm going to go through questions identified by
15 counsel for the district related to the request
16 for the use of the school's facility.
17 For purposes of the record -- let's
18 make sure I get the exact address correct. The
19 address of the new facility, 623 Sixth Avenue in
20 Bethlehem. The location is contained within the
21 district. It satisfied that requirement of the
22 Charter School law.
23 So, on Page 30 of the exhibit binder
24 was a list of questions that were requested for
25 address from the Charter School. Going through

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1 them in order I'll seek to address those through
2 testimony from the witnesses sitting to my left.
3 LISA PLUCHINSKY having been first
4 duly sworn, was examined and testified as
5 follows:
6 * * *
7 DIRECT EXAMINATION
8 BY MR. LEINHAUSER:
9 Q Ms. Pluchinsky, I've handed a
10 document to you. I'm going to ask if you can
11 identify that for the record?
12 A It is a Board of Trustees meeting of
13 the Lehigh Valley Dual Language Charter School
14 on August 26th, 2014.
15 Q Were you present at that meeting?
16 A Yes, I was.
17 Q Are you familiar with the Minutes?
18 A Yes, I am.
19 Q One of the questions the board has
20 asked us to identify or address is whether or
21 not the lease agreement that was submitted to
22 the District for review was approved at a public
23 meeting of the Charter School. Is that
24 identified in the Minutes of this meeting?
25 A Yes, it is. On Page 3 of the

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1 Minutes, there's an update on the lease
2 agreement. 623 Sixth Avenue. The agreement is
3 a month-to-month lease as mentioned. It was
4 called for motion and approved and seconded.
5 And all of the information was passed
6 unanimously. Motion granted.
7 MR. SPRY: Mr. Leinhauser, could you
8 have that marked as Charter 1?
9 MR. LEINHAUSER: Charter 1 would be
10 fine.
11 MR. SPRY: I'll mark this one as
12 Charter 1. I've marked the August 26, 2014,
13 Board of Trustees meeting Minutes as Charter 1.
14 (Charter Exhibit No. 1 was marked for
15 identification.)
16 BY MR. LEINHAUSER:
17 Q The next issue that the district
18 raised for additional information in its
19 correspondence to my office was how rent was
20 determined. And Mr. Lopez assisted in the --
21 well, let me step back. By way of introduction,
22 in case you're not familiar, Ms. Pluchinsky,
23 could you identify for the record what you do
24 for the Charter School?
25 A My name is Lisa Pluchinsky. I'm the

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1 principal at Lehigh Valley Dual Language Charter
2 School.
3 Q How long have you served in that
4 role?
5 A This is my third year as principal,
6 my fifth year with the school.
7 Q What did you do before you were
8 principal?
9 A I was the instruction coordinator.
10 CARLOS LOPEZ, having been first duly
11 sworn, was examined and testified as follows:
12 * * *
13 DIRECT EXAMINATION
14 BY MR. LEINHAUSER:
15 Q Mr. Lopez, would you identify what
16 you do for the school for the record?
17 A Good evening. My name is Carlos
18 Lopez. I'm one of the founders of the Lehigh
19 Valley Dual Language Charter School. I
20 currently serve on the Board of Trustees as the
21 treasurer. I have the pleasure of being a
22 teacher of Bethlehem Area School District for
23 about 12 years. Also, was the first Spanish
24 immersion teacher in the state of Pennsylvania,
25 was a regional superintendent of schools in the

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1 school district of the city of Philadelphia, as
2 well as superintendent of schools in the city of
3 York.
4 Q Did you participate in the
5 application process for this Charter School?
6 A Yes, I did.
7 Q That was approved by the district in
8 2009?
9 A Yes, it was.
10 Q When did the school open?
11 A The school opened in July of 2010.
12 Q Okay. One of the questions that the
13 district has directed to our attention was how
14 rent was determined for the lease that the
15 school has entered into with the diocese. Could
16 you describe for me how that was determined?
17 A Yes. About four, five years ago, we
18 even entered into a conversation with the
19 Bethlehem Area School District about potentially
20 leasing the Rosemont Building. And at that time
21 the conversation started at potentially leasing
22 that building at \$8 a square foot.
23 When we went to the Lehigh Valley
24 Dual Language Charter School at 551 Thomas
25 Street, we were able to acquire a lease four

1 years ago, after the Bethlehem Area School
2 District had leased that building. And I
3 believe when they leased it, they had leased it
4 for about \$5 a square foot. We were able to
5 negotiate with the Parish. And they leased the
6 building to us for about \$4 a square foot. But
7 that has increased over the last four years.

8 When we had the opportunity of having
9 a discussion with Monsignor Baver of the Saint
10 Jude Parish, which is the Parish that owns 623
11 Sixth Avenue, they entered into a conversation
12 with us to lease their 19,989 square foot
13 building at \$7 a square foot.

14 And I had the opportunity to meet
15 with the board of the Lehigh Valley Dual
16 Language Charter School, we discussed it, and
17 they authorized the CEO to negotiate a contract
18 at \$6.50 a square foot. And she was able to
19 successfully negotiate that amount.

20 We consider this to have been more
21 than fair market value, understanding that there
22 are charter schools in our region, in our area,
23 that have leased their building at \$15 a square
24 foot. There's one that has leased their
25 building at \$20 a square foot, and a third one

1 school in the County of Lehigh, consisting of
2 approximately 19,998 square feet, parentheses,
3 and then it says the leased premises, closed
4 paren.

5 There's a semi colon in there. That
6 is the leased premises. That is what we've
7 leased. There is no restriction on that leased
8 premises.

9 In addition to the premises, the
10 building itself, which we have exclusive
11 possession of, we've also obtained from the
12 Parish, the use of the lawn and the school
13 parking lot for recess, physical education --
14 and they define the parameters of that starting
15 at North Street fence to 16' from the cafeteria
16 exit door in the school, approximately 100
17 square feet -- for use of other activities
18 during the school hours, which are between 6
19 a.m. and 4 p.m. The additional space is
20 exclusive to our use during that period, the
21 outside space, for which there is no additional
22 charge in the lease.

23 I suspect that there was a misreading
24 of that paragraph, believing that the school
25 only had use of the building between 6 a.m. and

1 that we investigated was leasing their building
2 at \$12 a square foot.

3 MR. LEINHAUSER: The next question
4 goes to the terms of the lease in terms of the
5 use of the lease premises. And to be quite
6 frank with the board, I don't understand the
7 question that they're asking.

8 The question is, explain why the
9 Charter School is not given exclusive possession
10 of the leased premises. But the lease, as
11 written, clearly provides the school exclusive
12 possession of the leased premises.

13 I believe I understand what the
14 misunderstanding is, and I would be happy to
15 clarify for the board. The definition of leased
16 premises, which is on Page 19 of the exhibit
17 packet -- Page 19 of the exhibit packet, Page 2
18 of the lease -- I'm sorry, 18. I'm sorry. Page
19 1, Paragraph 1 of the lease.

20 Definition of leased premises on that
21 page reads, lessor hereby leases to lessee the
22 building known as Saint Simon and Jude school, a
23 non-profit, with its local office at 730 West
24 Broad Street, Bethlehem, Pennsylvania 19018
25 [sic] in the city of Bethlehem for use as a

1 4 p.m. That's not accurate. We have exclusive
2 use of the building 24 hours a day, seven days a
3 week.

4 Mr. Lopez has spoken to Monsignor and
5 confirmed that all Parish activities have been
6 moved out of the facility. They've been
7 relocated to either the church basement or some
8 other building that the church has access to.

9 So I just want to make that
10 clarification for the record. The Parish will
11 use the parking lot during non-school hours for
12 Mass and other things that they may do. But as
13 to the building itself, which is the subject of
14 our request here, we have exclusive use of that
15 facility for the entire leased term.

16 MR. SPRY: I think -- you may have
17 answered it. The board can certainly follow up
18 after your presentation.

19 The question, I think, arose as to
20 whether or not the church was going to be using
21 the building at times other than the 6 to 4; in
22 other words, when school was out.

23 MR. LEINHAUSER: Church won't be
24 using the building at all. The building is ours
25 for our use at any time we need it. They are

1 not going to be using that facility during any
2 of those periods of time. My office and the
3 board have confirmed that with the pastor. He
4 sent me a nicely worded letter saying we're not
5 using that building. We've moved all our
6 activities out. So it's our building for our
7 use exclusively.

8 The next question I think is tied --
9 question four is tied, I believe, to question
10 three because I believe the board was
11 misunderstanding what the split -- or believing
12 there was a split in use. Of course they would
13 naturally question why we pay all of the
14 utilities for a facility we only have partial
15 use of. Clearing up the first question, I hope
16 that that alleviates the second question as
17 well.

18 MR. SPRY: That's correct.

19 MR. LEINHAUSER: The fifth question
20 on Page 30 asks for an explanation of an initial
21 lease that was forwarded to the district for
22 review. And to be quite frank, it was an effort
23 at transparency on the part of the school. We
24 were in the process of negotiating lease terms
25 with the owners of the premises. We wanted to

1 keep the district apprised of our progress in
2 that regard.

3 The proposed lease was not accepted.
4 And the final lease that was entered into was
5 the one that would be binding on the parties.
6 But when I sent that to you, that was in the
7 process of negotiations with the owner. That's
8 why we forwarded it on. We wanted to keep the
9 district in the loop as to what we were doing.

10 Question six deals with a paragraph
11 in the lease that asks an explanation why
12 signage is subject to the ordinance rules and
13 restrictions of Hanover Township. To be quite
14 frank, the last leased premises that were leased
15 under this form was in Hanover Township. And
16 that paragraph had not been revised. That said,
17 the lease requirements or signing requirements
18 for Hanover Township are of no moment in terms
19 of suitability of the school. So although it
20 may be anomalous in its restrictions, we're
21 happy to comply with whatever request from the
22 Diocese. It doesn't hinder our ability to
23 educate children in any way. So unless it was
24 an impediment in our ability to use the building
25 going forward, I don't believe that it's an

1 issue for the school.

2 The next question on Page 30 of the
3 exhibit tab asks for explanation as to what
4 action the school is or has taken to remove
5 religious symbols and icons from the proposed
6 facility. I'll direct that question to Mr.

7 Lopez, as he's familiar with the process that
8 the landlord undertook to remove those objects.

9 MR. LOPEZ: Last Monday I met with
10 Monsignor Baver. And at 12 noon, he had
11 somebody from the Allentown Diocese come and
12 remove all of the icons and religious symbols
13 that were in the building.

14 BY MR. LEINHAUSER:

15 Q Were you in the building today?

16 A Yes, I was.

17 Q They weren't returned or sent back to
18 the school?

19 A They were not.

20 Q Are there any religious symbols in
21 any of the classrooms?

22 A There are not.

23 Q Question eight, Page 30, requests how
24 will the Charter School transport store catered
25 food for the students and whether the plan

1 complies with all the health department
2 requirements. Mr. Lopez?

3 A As we have done with the 551
4 location, we plan on working with the Bethlehem
5 Area School District and their provider to be
6 able to provide breakfast and lunch for students
7 at 623 Sixth Avenue.

8 (Charter Exhibit No. 2 was marked for
9 identification.)

10 BY MR. LEINHAUSER:

11 Q Mr. Lopez, I'm going to place before
12 you a document that's been marked for purposes
13 of the record as Charter 2. Do you recognize
14 this?

15 A Yes, I do.

16 Q What is this?

17 A It is the city of Bethlehem,
18 Pennsylvania, Bureau of Health license.

19 Q License to operate a public eating
20 and drinking place?

21 A That's correct.

22 Q What is the date on that document?

23 A This was issued to us on the 8th of
24 August, 2014. And it says that this place of
25 business has been inspected and approved. And

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1 it names the Lehigh Valley Dual Language Charter
2 School, address at 623 Sixth Avenue,
3 Proprietor, Lehigh Valley Dual Language Charter
4 School, with an expiration date of 11/30/2014.
5 Q I'm going to ask you -- I'll offer
6 this to the panel.
7 Mr. Lopez, did you inquire as to why
8 the expiration date for the license is November
9 of 2014?
10 A I actually asked our CEO to inquire.
11 And the response that she received was that this
12 was a set date. And in her talking to Ms.
13 Yolanda Rivera of the city of Bethlehem,
14 Department of Health. She was informed that
15 about a month before the license expires, she
16 expects that we will submit a request for
17 renewal. And they will send someone from the
18 city to inspect the kitchen again and issue a
19 new certificate.
20 Q That's a fixed date related to the
21 facility?
22 A That is correct.
23 Q So every November, whoever is using
24 that facility, would have to have it renewed
25 regardless?

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1 A Thirty days in advance.
2 Q Turning to Page 31 in the exhibit
3 binder. Question 10 is whether the Charter
4 School has received approvals for the fire alarm
5 system in the kitchen range hood. Are you
6 familiar with the process related to that, Mr.
7 Lopez?
8 A Yes, I am.
9 (Charter Exhibit No. 3 was marked for
10 identification.)
11 BY MR. LEINHAUSER:
12 Q I'm placing before you a document
13 identified as Charter 3. Do you recognize that
14 document?
15 A Yes, I do. It is from the city of
16 Bethlehem Bureau of Zoning. And it's entitled
17 temporary certificate of occupancy. And it was
18 issued to the Lehigh Valley Dual Language
19 Charter School at 623 Sixth Avenue with a
20 condition. And that's why it was temporary.
21 And the condition --
22 Q What's the condition?
23 A The condition is as follows. The
24 following item must be corrected within 30 days.
25 Bullet 1. The hood suppression system must be

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1 tied into the fire alarm monitoring station and
2 an A/V alarm is required. Bullet two.
3 Occupants were notified not to use the stove,
4 oven, grill protected by the hood suppression
5 system until corrections were made.
6 Q Did you use the stove, oven, or grill
7 prior to having that issue addressed?
8 A We have not.
9 Q Have you had that issue addressed?
10 A Yes, we did.
11 (Charter Exhibit No. 4 was marked for
12 identification.)
13 BY MR. LEINHAUSER:
14 Q I'm going to place before you a
15 document that's been marked for the record as
16 Charter 4. Do you recognize that?
17 A Yes, I do.
18 Q What is that?
19 A It is the city of Bethlehem Bureau of
20 Zoning certificate of occupancy.
21 Q Did you contact the city of Bethlehem
22 and ask them to come and reinspect the premises
23 after this initial temporary certificate was
24 issued?
25 A Yes, we did. We contacted Lieutenant

Page 25

1 Coplan.
2 Q Did they come and reinspect the
3 facility?
4 A Yes, they did.
5 Q As a result of that reinspection, was
6 a permit certificate of occupancy granted?
7 A Yes. It was granted on 9/8/2014.
8 Q Did they check to ensure that the
9 hood suppression system was tied into the fire
10 alarm like it was supposed to be?
11 A Yes, they did.
12 Q Item 11 on this list inquires as to
13 whether thermometers have been installed in the
14 premises.
15 Did you check the building to see if
16 there were thermometers present in all of the
17 classrooms?
18 A Yes. Yes, I have.
19 Q And in fact, did you find
20 thermometers in each of the classrooms?
21 A Yes, I did.
22 MR. LEINHAUSER: We were at the
23 facility today when the school that was
24 operating there prior to us was operating.
25 There was a central clock system installed. On

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1 those clocks that are on the wall, each one
2 contains an individualized thermometer. So even
3 when your inspection was going on, they were
4 actually already installed. If you looked at
5 the clock on the wall, in the corner it tells
6 you the temperature of each classroom. So
7 thermometers were always in the building, but we
8 confirmed that as of today.
9 (Charter Exhibit No. 5 was marked for
10 identification.)
11 BY MR. LEINHAUSER:
12 Q I'll take the next issues out of
13 order. Charter 5. Mr. Lopez, do you recognize
14 what has been marked for the record as Charter
15 5?
16 A Yes, I do.
17 Q What is that?
18 A It is the Seton Academy three year
19 reinspection asbestos period surveillance
20 document given to us by the Allentown Diocese
21 dated August 22, 2012.
22 Q What premises is this applicable to?
23 A 623 Sixth Avenue, Bethlehem,
24 Pennsylvania.
25 Q This will be -- there was a question

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1 from one of the inspectors about having an
2 asbestos plan in place and present at the
3 facility. Is a copy of this currently at the
4 facility?
5 A Yes.
6 Q Where is it located?
7 A In the main office.
8 MR. LEINHAUSER: I offer that as
9 Charter 5.
10 Returning to the communications from
11 the Bethlehem Area School District's counsel,
12 Item 12 and 13 request whether ADA accessible
13 ramps will be installed at North Street of the
14 school and whether the first floor of the
15 building will be modified to become ADA
16 compliant.
17 I'll submit two items for
18 consideration by the board. First item is a
19 brief memorandum from my office. As I'm sure
20 you were all aware, being custodians of old
21 buildings, ADA compliance requirements are
22 applicable or become applicable to a facility
23 that is being newly tasked or renovated.
24 This facility has been in existence,
25 as the cornerstone indicates, since 1966. It

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1 was always used as a school and it continues to
2 be used as a school So as such, there is no
3 obligation under the law for our school to bring
4 the building into ADA compliance.
5 It is, as you'll read from the memo
6 -- and your counsel will, of course, advise you
7 as to what the law is. It is our position that
8 we are not required to bring the building in its
9 entirety or sections of the building into ADA
10 compliance.
11 BY MR. LEINHAUSER:
12 Q That said, Mr. Lopez, with regard to
13 Items 12 and 13, have you had discussions with
14 the landlord regarding ADA compliance ramp at
15 North Street and the school and with regard to
16 ADA accessibility in the bathrooms of the first
17 floor?
18 A Yes. Yes, I have.
19 Q What did you ask of the landlord?
20 A We asked for the landlord to add a
21 ramp on North Street, which is on the first
22 floor, entering what is now identified as the
23 auditorium/cafeteria.
24 Q Did you ask them to do anything else?
25 A We also asked them to make both

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1 bathrooms on the first floor ADA accessible.
2 Q Did the landlord agree to make those
3 two modifications?
4 A Yes, they did.
5 Q Have they begun the process of
6 installing the ramp or contracting to have that
7 work completed?
8 A They have met with the city
9 officials, have obtained a permit, submitted
10 drawings for the ramp. The city officials made
11 some modifications to the drawings.
12 In addition, they have ordered doors
13 that will be installed in the bathrooms on the
14 first floor that will be ADA -- that will make
15 those bathrooms ADA accessible.
16 MR. LEINHAUSER: D'Huy Engineering
17 Services issued a letter dated September 2nd
18 which is in the exhibit packet that addresses
19 various issues, many of which have been
20 addressed by the testimony that's been offered
21 thus far.
22 In terms of the certificate of
23 occupancy on Page 32 of the exhibit binder,
24 that's been submitted to the record and is
25 currently present.

1 On Page 33 of the exhibit binder, it
2 describes school code and general guidelines.
3 As I'm sure the panel is aware, not all sections
4 of the school code facility requirements are
5 applicable to charter schools. Charter school
6 law identifies only a limited number of the
7 facility codes that are applicable to the
8 charter schools.

9 So, for example, Section 737
10 requirements for ventilation and thermometers,
11 although it's not directly applicable, we comply
12 with them nonetheless. Obviously you can't
13 educate children in a room that has no
14 ventilation. So the windows all open. The
15 building has air conditioning in about half to
16 two-thirds of the facility. There's heat in all
17 of the classrooms. So in terms of student
18 education and comfort, that's not going to be an
19 issue.

20 BY MR. LEINHAUSER:

21 Q To date, as far as contracted work,
22 has there been any contracted work on the part
23 of the school in the facility, Mr. Lopez?

24 A The only contracted work that we had
25 at the facility was to have three bids to come

1 and shampoo rugs for, I believe, five different
2 classrooms on the first floor.

3 Q Did you have -- how did you decide
4 which bid to accept?

5 A We accepted the lowest bid.

6 Q Do you recall the approximate amount
7 of that?

8 A I believe it may have been under
9 \$400.

10 Q Any other contracted work that the
11 school has done?

12 A No.

13 Q There was a question about the
14 proposed nurse's area. For purposes of the
15 record, when you enter the facility, was there
16 an office identified as the nurse's room?

17 A Yes, there was.

18 Q Was there an adjacent room also
19 identified as the principal's office?

20 A That is correct.

21 Q The question here, Item 3 on Page 33
22 of the exhibit binder, says that proposed
23 nurse's area has a bathroom but the area is
24 small and does not have a separate waiting or
25 partitioned and sick area as well as an exam

1 area.

2 Does the school have a plan on how to
3 address that concern raised by Mr. Fazil?

4 A Yes, we do. We actually believe that
5 one of the things that we can do is switch the
6 nurse's office with the principal's office.
7 Because the principal's office has a very small
8 waiting area. Both offices also have individual
9 and private bathrooms.

10 Q Is that what the school plans to do
11 to address that concern?

12 A Yes, we do.

13 Q The fire alarm system was checked by
14 the city inspectors?

15 A Yes, it was.

16 Q Some of these have been addressed so
17 I'll skip those because I already addressed
18 them.

19 Item 7 identifies phones, intercom
20 and other communications. Each room should be
21 tested and verified. Does the school have a
22 plan to address the communications issue?

23 A Yes, we do. As soon as we receive
24 approval from the Bethlehem Area School District
25 we'll be able to use this facility.

1 Q There are phones in each of the
2 classrooms?

3 A There are phones in each of the
4 classrooms.

5 Q You said those phones will be
6 activated once approval is received to use the
7 facility?

8 A That is correct.

9 Q Just for clarity and purposes of the
10 record, has the school used the facility at all
11 for the education of any students since they've
12 entered into the lease?

13 A Since we've entered into the lease,
14 we do have our CEO and the administrative
15 assistant who have located their offices there,
16 but we have not used the facility for any
17 educational programming.

18 Q Just because this is the lawyer in
19 me. Prior to entering into the lease, did you
20 use the facility at all?

21 A No, we haven't.

22 Q Item 12 on Page 34 of the record
23 identifies the question as to whether or not
24 there is hot water at the facility. Does the
25 facility have hot water?

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1 A Yes, it does.
2 MR. LEINHAUSER: I note there were
3 some photos of the building in the packet. I
4 assume that the school board members are
5 familiar with the city of Bethlehem and
6 certainly familiar with this location or at
7 least have taken the opportunity to drive by. Of
8 course, if you would like, you're welcome to
9 come see the facility.
10 Unless there are any other issues, I
11 believe that the school has satisfied its
12 obligations to address the questions that
13 currently have been raised. If there are any
14 other questions, we'd be happy to address those.
15 MR. SPRY: Counsel, I'm going to mark
16 the memorandum -- the legal memorandum as
17 Charter 6 just for reference purposes.
18 MR. LEINHAUSER: That's fine.
19 (Charter Exhibit No. 6 was marked for
20 identification.)
21 MR. SPRY: Does any member of the
22 administration have any questions?
23 MR. LEINHAUSER: I did have one
24 other.
25 (Whereupon, Lisa Pluchinsky was

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1 recalled as a witness.)
2 * * *
3 DIRECT EXAMINATION
4 BY MR. LEINHAUSER:
5 Q Ms. Pluchinsky, you participated in
6 the plan for implementing the second facility at
7 the Lehigh Valley Dual Language Charter School?
8 A Yes, I did.
9 Q Are you familiar with the
10 requirements of the school's charter?
11 A Yes, I am.
12 Q And you're responsible for the
13 education of the students at the Charter School?
14 A Well, um, along with my monthly
15 staff. Yes.
16 Q Will there be any changes to the
17 educational program at the dual language Charter
18 School as a result of that second facility?
19 A No. As I had shared originally in
20 July of 2013 during my presentation, we are not
21 suggesting changing our charter or our
22 educational programming in any way. Our charter
23 indicates that we will be K to 8. We are
24 delivering that K to 8 50/50 dual language model
25 to all grades. We quite simply are out of space

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1 in our current location and can no longer do
2 that where we are.
3 By moving to a second location, we
4 are doing nothing more than implementing our
5 educational program in two locations.
6 MR. LEINHAUSER: That's all I have.
7 MR. SPRY: Do the members of the
8 administration have any questions before I ask
9 the board whether they have any questions?
10 MR. LEINHAUSER: Forgive me. My
11 apologies. In one of the conversations I had
12 with your solicitor's office, there was a
13 question about additional staff hiring or things
14 of that nature related to the school.
15 Obviously, the school's initial charter and the
16 Charter School law dictate hiring practices in
17 its program. There's never been an issue with
18 regard to ratios of teachers and certified and
19 highly qualified at the school.
20 BY MR. LEINHAUSER:
21 Q And Ms. Pluchinsky, will any of the
22 schools's hiring practices change as a result of
23 adding another facility?
24 A No. Not at all.
25 Q And the school is currently in

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1 compliance with its obligation under the Charter
2 School law and its charter regarding certified
3 teachers?
4 A Yes, it is.
5 Q And highly qualified teachers?
6 A Yes.
7 MR. LEINHAUSER: Now I'm done.
8 MR. SPRY: Members of the board, any
9 questions? Administrator?
10 DR. ROY: Just a couple of quick
11 questions. At the start, Mr. Leinhauser had
12 mentioned that in the lease -- I'm sorry, the
13 charter agreement, Number 5 refers to not
14 relocating or adding additional facilities
15 without the written consent of the school board.
16 I guess I just for the record want to
17 be clear that -- and ask the question, did the
18 Charter School receive the written consent of
19 the board prior to entering into the lease we've
20 been discussing?
21 MR. LOPEZ: No, we have not.
22 DR. ROY: My second question is that
23 we referenced -- and thank you, I thought it was
24 very helpful the way you went through all the
25 questions.

1 We talked about moving religious
2 symbols inside of the building. I'm wondering
3 if there's been any discussion about addressing
4 the religious symbols on the exterior. That's
5 actually why those pictures were included, I
6 think.

7 MR. LEINHAUSER: There has been a
8 discussion. At present the plan that the school
9 would like to propose is the purchase of a sign
10 for the outside of the building. Although I
11 will preserve my right to raise a waiver
12 argument against the district as the identical
13 symbol is outside of 551 Thomas Street, which
14 the district approved five short years ago with
15 no objection.

16 So if the district demands that we
17 incur that expense, we'll be happy to do so. We
18 certainly have no interest in representing the
19 school to be anything other than it is, which is
20 a public school open for public education.

21 So if that is a condition of use for
22 the facility, we will, of course comply with it.
23 Purchase of the sign and hanging it on the side
24 of the building we believe would address -- over
25 that particular location, only one that I'm

1 aware.

2 DR. ROY: There's two or three. In
3 looking at the picture.

4 MR. LEINHAUSER: But I would submit
5 that seems somewhat disingenuous on the part of
6 the board to raise that concern now, since they
7 did not raise it five years ago when the initial
8 charter was granted at Thomas Street.

9 DR. ROY: I guess I do have one last
10 question. Has there been any conversation with
11 the district -- I know there hasn't been with me
12 but it may have been with others in the district
13 -- about the need to alter the food service
14 agreement and whether that is possible for the
15 school -- food service to deliver food to the
16 second location?

17 MR. LOPEZ: Not to my knowledge.

18 MR. SPRY: School board members?

19 MR. FACCINETTO: A couple of
20 follow-up questions. Just for clarification,
21 you had mentioned in the letter of September
22 22nd -- or July 22, 714 West Broad Street, the
23 lease lists 730 West Broad Street. Then you
24 spoke of 623 Sixth Avenue. What is the proper
25 address?

1 MR. LOPEZ: The owner of the property
2 is at 730 West Broad Street. That is the Saint
3 Simon and Jude Parish. That's why there is a
4 discrepancy between the addresses.

5 MR. FACCINETTO: That is the address
6 of the Parish. Thank you.

7 I turn your attention to Page 19 of
8 the booklet, Section 5, use of premises. The
9 leased premises may be used for typical school
10 purposes as limited to the education of
11 elementary school-aged students. You are
12 proposing a middle school. Further down,
13 appropriate for an elementary school. Again,
14 your proposed use is a middle school. I think
15 this lease needs to be cleaned up in that
16 aspect.

17 MR. LEINHAUSER: If I might respond
18 to that.

19 MR. FACCINETTO: Sure.

20 MR. LEINHAUSER: Elementary school
21 definitions vary. The diocese dictated the
22 lease. I don't know if you're familiar or not,
23 but in diocese terms, elementary students are
24 any students 8th grade or lower. So I'm happy
25 to request that they make the modification. But

1 the understanding of the parties entering into
2 this lease is that children in 6th, 7th, and 8th
3 grade, in their mind, are elementary school
4 students.

5 MR. FACCINETTO: Fair enough. Thank
6 you.

7 The last sentence of Paragraph 5, use
8 of premises, lessee shall not commit or permit
9 any acts on the premises or use or permit the
10 use of the premises in any way that contravenes
11 the teachings of the Roman Catholic church.
12 That is unacceptable from this board's
13 standpoint. That limits current curriculum,
14 future curriculum, freedom of expression of
15 students, possible projects related around
16 science or health matters. We cannot in good
17 faith, agree to a facility that is leased under
18 the terms that provide no other opinion than
19 that of the Roman Catholic church.

20 I turn your attention to Page 24,
21 Number 16. You address is part of Hanover
22 Township. But then in between Paragraph 16 and
23 17 there's a random partial sentence. For
24 clarification, I think the lease should be
25 cleaned up. This is an executed lease. You've

1 already made payments. I think it -- it should
 2 be proper.
 3 Final question, on the very last page
 4 where the signatures are, I know it is signed by
 5 Monsignor Bayer, who is the pastor of the
 6 Parish. But since he was leasing the facility,
 7 does he have the approval of the Diocese of
 8 Allentown?
 9 MR. LOPEZ: It is my understanding in
 10 the conversations with Monsignor Bayer that he
 11 does. He had to receive a letter of approval, I
 12 believe from the bishop.
 13 MR. LEINHAUSER: I'm familiar with
 14 the process that they engage in. The pastor of
 15 the Parish is not permitted to enter into a
 16 lease without it first being approved by the
 17 diocese.
 18 MR. FACCINETTO: Thank you. Going
 19 back for one moment -- I apologize. The issue
 20 with the committed to the teachings of the Roman
 21 Catholic church, in your own words you're
 22 operating a public school open for public
 23 education. I just don't see how that's possible
 24 with that sentence in there.
 25 That's all the questions I have. Mr.

1 Bonilla.
 2 MR. BONILLA: Ms. Pluchinsky, you
 3 said that you attended the meeting on August
 4 26th. But here it says that you were excused
 5 absence.
 6 MS. PLUCHINSKY: Yes. I should have
 7 clarified that. I called into the meeting.
 8 MS. CANN: A couple questions.
 9 Section 2 says that at the time being, it's a
 10 month-to-month lease, but it requires 60-day
 11 notice to cancel. How is that a month-to-month
 12 obligation?
 13 MR. LEINHAUSER: By operation of law,
 14 notice of termination of any lease is equivalent
 15 to the full length of the term of the lease, in
 16 this case month to month or as modified by the
 17 parties.
 18 Monsignor's been quite generous in
 19 allowing us to enter into a month-to-month lease
 20 until we determine the outcome of these
 21 proceedings with the district. Obviously we
 22 would like to move them along quickly. But we
 23 also did not want to bind the school to a yearly
 24 lease on the off chance that this proceeding
 25 takes too long and we wouldn't want to pay rent

1 --
 2 MS. CANN: It's not technically a
 3 month-to-month lease.
 4 MR. LEINHAUSER: Technically, it is.
 5 It declares itself to be month to month.
 6 MS. CANN: With two months' notice to
 7 cancel.
 8 MR. LEINHAUSER: Understood. Unless
 9 the lease term is shorter than two months, in
 10 which case the term notice is required is the
 11 length of the lease, which is one month.
 12 MS. CANN: I didn't see an end of the
 13 lease in here. It just says month to month.
 14 There is no end.
 15 MR. LEINHAUSER: Right. Month to
 16 month is a legal term of art.
 17 MS. CANN: I understand. But I'm
 18 saying you said that if the remaining term of
 19 the lease was less than two months, then it
 20 would be a month. But there is no end of term.
 21 MR. LEINHAUSER: If your question is
 22 can we terminate the lease on 30 days notice, I
 23 submit to you for the record we can.
 24 MS. CANN: With written 60-day
 25 notice.

1 MR. LEINHAUSER: I'm just telling --
 2 we participated in the negotiations. Monsignor,
 3 of course, knows that this is a procedure that
 4 we have to go through to get approval to use the
 5 facility. When, hopefully, the district
 6 approves use of the facility we intend to enter
 7 into a yearly lease for the premises. But
 8 through those conversations we've become aware
 9 of our issues and has notified us that if we
 10 need to cancel, a month notice is all that would
 11 be required.
 12 MS. CANN: Speaking of going to a
 13 yearly lease, Section 3 says the terms to be
 14 determined at that time. So when you change to
 15 a yearly lease, if you do, the terms could be
 16 anything. The rent could be changed. Any term
 17 could be changed. That's really wide open.
 18 We'd be approving a wide open change of any
 19 terms.
 20 MR. LEINHAUSER: If the district's
 21 desire is to review any year-long lease that we
 22 would enter into, we'd be happy to submit it for
 23 its review.
 24 Conversations with the Monsignor have
 25 been that the basic terms of the lease would be

1 similar to or identical to these. 6.50 a square
2 foot would be the premises, the rent. If he
3 came back to us and said he wants \$9 a square
4 foot, obviously that's a substantial increase in
5 cost and doesn't bear itself out in the
6 marketplace.

7 MS. CANN: I'm just bringing up that
8 that's what it says.

9 MR. LOPEZ: I'm going to share this
10 with you as well. I had the opportunity of
11 speaking directly as well with Mrs. Perez, the
12 CEO, and the Monsignor. Part of the discussion
13 was that the lease would be year to year for the
14 duration of the length of our charter, with a
15 possible increase of anywhere from 2 to 4
16 percent.

17 That is something that after we
18 received permission from the Bethlehem Area
19 School District to use this building, that along
20 with cleaning up some of the issues that have
21 been pointed out by the board presently that we
22 would include. Therefore, it would make it
23 predictable from year to year what the interest
24 would be.

25 MS. CANN: And that would be a good

1 thing. I'm just saying that -- and your lawyer
2 would tell you this. That terms regarding real
3 estate mean nothing until they're in writing.

4 MR. LEINHAUSER: Ms. Cann, I hope you
5 do appreciate the efforts that the school went
6 to, to limit its exposure financially. Signing
7 a five year or three year or four year lease,
8 obligating itself to pay rent for a facility
9 long term that this board may or may not see fit
10 to approving would obviously be inappropriate
11 financially.

12 So we negotiated a month-to-month
13 term with the Monsignor, on the understanding
14 that when, hopefully, we achieve approval from
15 the district, we would negotiate that longer
16 term lease with terms like increases in rent on
17 an annual basis and things of that nature. But
18 the basic framework of the agreement, 6.50 a
19 square foot to start and things of that nature,
20 are laid out here in this lease to give the
21 district a sense of what the lease will hold.

22 I will submit that this is the
23 framework of any agreement that we will go
24 forward. Additionally, I would note for the
25 board, as I'm sure you're aware, you have

1 oversight capacity over Lehigh Valley Dual
2 Language Charter School. If you asked for the
3 lease, it is a public record. We, of course,
4 would turn it over to you. If you found that
5 they engaged in inappropriate negotiations of
6 the lease to the benefit of a landlord, that's
7 obviously a basis for the district, if you chose
8 to, to seek sanctions against the school,
9 including revocation if it wanted to.

10 So considering the financial track
11 record of the school that sits before you today
12 and its fiscal responsibilities, I would hope
13 that you would give them the benefit of the
14 doubt that they would not seek to squander its
15 limited assets on an exorbitant rent for the
16 facility when its main objective here is to
17 educate students.

18 MS. CANN: A couple other things. In
19 Paragraph 12, it requires that the lessor will
20 make necessary repairs to the premises and
21 invoice lessee. Why not bid, contract or lowest
22 bidder, at least some sort of solicitation?
23 Where is the cost control in saying that the
24 lessor is going to -- is the only person that
25 can make repairs and then charge you?

1 MR. LEINHAUSER: Which portion of
2 Paragraph 12 are you referring to?

3 MS. CANN: Fourth line down. Almost
4 at the end of it. The cost of preventive
5 maintenance -- actually it's right before that
6 -- above that. Keep the same in good order and
7 condition and lessor will make necessary
8 repairs, they're to invoice lessee for the full
9 reimbursement thereof.

10 MR. LEINHAUSER: I'm sorry, I do not
11 see where you're --

12 MS. CANN: Okay. Paragraph 12.
13 Maintenance and repairs. Lessee will at its
14 cost and expense, through the term of this lease
15 agreement, maintain in good order and condition
16 the interior of the leased premises and will
17 keep the same in good order and condition and
18 Lessor will make necessary repairs thereto.
19 They're to invoice lessee for the full
20 reimbursement thereof.

21 MR. LEINHAUSER: For ordinary
22 maintenance items. Is that what you're asking
23 about?

24 MS. CANN: Well, you tell me. In
25 addition, the next sentence says the cost of

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1 preventive maintenance shall be the
2 responsibility of lessee, and I'm not even sure
3 what that means. What is preventive
4 maintenance? That, as well, will be done by the
5 lessor and then has to be reimbursed by the
6 lessee. It doesn't sound like you're allowed to
7 have anybody do any work anywhere or anything
8 other than the lessor. And then they just
9 charge you.

10 MR. LEINHAUSER: What's the question?
11 Is that the term of the lease?

12 MS. CANN: Is that -- yes. Is that
13 what is going to happen?

14 MR. LEINHAUSER: That if there's an
15 item that needs to be repaired, we would report
16 it to the landlord, asking them to repair it.
17 And then if there is a bill related to that,
18 then they would submit it to us for payment. Is
19 that the question?

20 MS. CANN: Yeah. Do you think that's
21 appropriate?

22 MR. LEINHAUSER: I think that's a
23 term in hundreds of leases that I've reviewed
24 throughout my legal career.

25 MS. CANN: Maybe not one where

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1 there's taxpayer money involved.

2 MR. LEINHAUSER: Since I represent
3 multiple charter schools, I'll submit to you
4 that it is.

5 MS. CANN: So whoever the church
6 hires, you just got to pay it?

7 MR. LEINHAUSER: For ordinary
8 maintenance items or -- you're talking about
9 ordinary maintenance items. A window gets
10 broken or a door lock is busted.

11 MS. CANN: How about the rug
12 cleaning?

13 MR. LEINHAUSER: We paid for that.

14 MS. CANN: I know that. But that's
15 not what you were supposed to do, apparently.

16 MR. LEINHAUSER: I wouldn't consider
17 that an ordinary maintenance item. An ordinary
18 maintenance item is removal of garbage and, you
19 know, repair of a broken window. Things of that
20 nature. Is your fear that the Diocese would
21 inappropriately and exorbitantly charge the
22 Lehigh Valley Dual Language Charter School for
23 repairs in order to gouge them?

24 MS. CANN: That it might be more than
25 the lowest acceptable provider. I just don't

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1 see why they are the only provider of these
2 repairs.

3 MR. LEINHAUSER: I'll give you the
4 reasoning behind the clause. But they own the
5 property. We are leasing it from them. And so
6 to the extent that we may be a temporary tenant
7 in the facility, they have say over who fixes
8 things and how they want them fixed. That's why
9 it's a common term in leases that the landlord
10 or the landowner gets to say who fixes what
11 might get broken.

12 To the extent that a bill came in
13 that we believed to be exorbitant, of course we
14 would consult or challenge that, as is our
15 fiscal responsibility as taxpayers, and discuss
16 that with the landlord.

17 MS. CANN: And further on in that --
18 I just wanted to ask about this. A couple lines
19 down. That the lessor is responsible for the
20 placement of any items that would become
21 obsolete or do not work because of the age or
22 due to the condition of the equipment or the
23 building as it was upon commencement of the
24 lease.

25 I'm asking you whether you think it's

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1 appropriate that you might have to be
2 responsible to make any repairs to things that
3 needed to be replaced maybe a year from now, two
4 weeks from now, three years from now that did
5 not have to be replaced as of the commencement
6 of the lease. You know, it's not your building.
7 You're not the owner.

8 MR. LEINHAUSER: That says lessor?
9 Not lessee shall be responsible?

10 MS. CANN: Right. As it was upon
11 commencement of the lease. So if it was not
12 deemed necessary work to the structure or other
13 parts of the building upon the commencement of
14 the lease but, you know, maybe two or three
15 years down the road, deteriorated enough that it
16 needed replacement, then it would be the lessee.
17 Because it says only things that needed
18 replacement as of the commencement of the lease
19 are the lessor's responsibility.

20 MR. LEINHAUSER: I'm sorry. I don't
21 understand what your objection is.

22 MS. CANN: Do you see that the lessor
23 agrees it will replace equipment or do work to
24 the building itself, if it was necessary,
25 because of the building's condition as of the

1 commencement of the lease? If the condition of
2 the building deteriorates over time, suddenly
3 it's not the owner's responsibility, it's yours,
4 to do that replacement.

5 MR. LEINHAUSER: That's not what it
6 says. It just says they'll be responsible for
7 things that wear out. If the roof wears out,
8 that's their responsibility.

9 MS. CANN: What do you think the
10 phrase -- due to the condition of the equipment
11 or the building as it was upon the commencement
12 of this lease? Why is that phrase in there
13 then?

14 MR. LEINHAUSER: That's an or
15 provision in the paragraph, not an and. So you
16 read them in the disjunctive, which would mean
17 lessee shall be responsible for the replacement
18 of any item that had become obsolete. Shall be
19 responsible for the replacement of any item that
20 does not work because of age. Shall be --

21 MS. CANN: Well, I can read that --

22 MR. LEINHAUSER: If I -- I'm happy to
23 listen to your question but I'm just trying to
24 respond to your objection.

25 MS. CANN: Sure. Go ahead. I'm

1 MR. LEINHAUSER: If it's in there
2 now, they're assuming responsibility to replace
3 it. So for example, if they want the windows
4 replaced, that's their responsibility. If they
5 want the roof fixed, that's their
6 responsibility. If they want the heater done,
7 their responsibility.

8 If the air conditioner breaks down,
9 it's in the building now, it's their
10 responsibility. If it's something that we add
11 to the facility, then we are assuming the
12 responsibility for repair of those items.

13 MS. CANN: I totally understand the
14 second half of that paragraph. At best it's
15 very ambiguous when it says that they're only
16 responsible for things that happen to the
17 condition of the building after the commencement
18 of the lease. That's -- I think it can be
19 looked at.

20 MR. LEINHAUSER: If I might respond
21 to that comment, it's not about choice. It's
22 about reading the term of the lease as it was
23 written and intended by the parties in terms of
24 understanding the intent going into it. The
25 understanding is if it's in the building today

1 sorry.

2 MR. LEINHAUSER: Lessor shall be
3 responsible for the replacement of any item that
4 becomes obsolete due to the condition of the
5 equipment, shall be responsible for the
6 replacement of any item due to the condition of
7 the equipment or the building as it was on the
8 commencement of the lease.

9 So they're assuming responsibility
10 for those four items. If something becomes
11 obsolete that's in the building today, they're
12 assuming responsibility to pay for that if it
13 becomes obsolete.

14 So --

15 MS. CANN: Well, there's still the
16 part that it doesn't work because of age due to
17 the condition of the equipment or the building
18 as it was.

19 MR. LEINHAUSER: If it's in the
20 building today, they're assuming responsibility
21 to replace or -- repair or replace it. Because
22 the next paragraph -- sentence goes on to say
23 things that we installed in the building, we
24 would be responsible for.

25 MS. CANN: I totally get that part.

1 and it becomes obsolete, that it's their
2 responsibility to replace it.

3 MS. CANN: I just wish it would be
4 clearer. Just two more things. Further down in
5 that paragraph, starting at the left margin, the
6 word lessor. Shall be solely responsible for
7 replacement of mechanical systems and all
8 related costs.

9 Then why on Page -- the very next
10 page in Subsection B does it say that the lessee
11 has to have machinery insurance? It may be
12 referring to two totally different things but I
13 just wanted to understand that. Why is the
14 lessee needing machinery insurance?

15 MR. LEINHAUSER: Well, we do have --
16 machinery insurance covers more than just the
17 physical plant of the building. We'll have
18 computers in the building. We'll have other
19 items in the building that may be covered by
20 those insurance policies.

21 MS. CANN: Lastly, Section 18 about
22 mechanic's liens. It basically says the lessee
23 has to take care of or prevent or if it happens
24 take care of the mechanics's liens. It would
25 seem to me it should say any mechanic's liens

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1 that are resulting from or authorized by the
2 lessee or are the responsibility of the lessee.
3 Because the lessor can certainly do its own work
4 and have a problem in that regard.
5 MR. LEINHAUSER: Right. We can't
6 cause a mechanic's lien to be put on the
7 property unless we're a party to the contract.
8 So this provision indicates that we'll pay a
9 contractor's material because if we've
10 contracted with them we should pay them.
11 If the Diocese or the Parish
12 contracts with someone to do work in our
13 facility and doesn't pay them and a lien is put
14 on, that's not as a result of our conduct. That
15 would be a result of their conduct. And that's
16 not something that we would be responsible for
17 in any event. If it was a contract we're
18 responsible to pay, we would pay it.
19 MS. CANN: I understand. Thank you.
20 MR. BONILLA: Two quick questions.
21 Page 4, Paragraph 5 says that the Charter School
22 shall not relocate its facility or add
23 additional facilities at a location other than
24 551 Thomas Street, Bethlehem PA without the
25 written consent of the Bethlehem Area School

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1 Board.
2 I was on this board back in February
3 of 2013, when this charter was renewed. I
4 believe you may have been aware that you were
5 going to need another second location at that
6 time. Why wasn't a second location added into
7 your charter at that time?
8 MR. LOPEZ: I would like to answer
9 that by saying that it was our understanding
10 that we had communicated that we were expanding
11 to include middle school grades, that we had
12 engaged the Bethlehem Area School District years
13 prior, in a conversation about leasing the
14 Rosemont Building, with the understanding that
15 that was the purpose.
16 And so in hindsight, I believe that
17 it would have been to our advantage to have
18 communicated that even more clearly to you back
19 in February of 2013.
20 MR. BONILLA: And the second question
21 in the same paragraph. As it states, it says it
22 will not -- shall not relocate its facility or
23 add additional facility other than at this
24 location. You have added another location,
25 entered into a lease and began using another

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1 facility. Is that not a violation of your
2 charter? Because you did not have approval of
3 this board.
4 MR. LEINHAUSER: We haven't added a
5 location. We've leased some space.
6 MR. BONILLA: You're using it --
7 MR. LEINHAUSER: If you'll let me --
8 I would be happy to finish answering your
9 question, if you'll allow me.
10 We have leased space from a potential
11 landlord that we would like to use pursuant to
12 our charter. At present all it is, is office
13 space. Nothing more. There is no education
14 being done there. There is no educational work
15 being done. It's a space with an office.
16 If this board's conclusion is going
17 to be that we have added a facility by leasing
18 an office --
19 MR. BONILLA: My question would be,
20 would it be done at that location if it had
21 nothing to do with the Dual Language Charter
22 School?
23 MR. LEINHAUSER: Ms. Perez uses it.
24 But it's not a facility for the school. We
25 haven't identified it as an address for the

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1 school anywhere except in our application to the
2 district to utilize the facility. We notified
3 the district that we intended to pursue this
4 facility. We entered into negotiations on terms
5 proposed for the lease of this facility with the
6 knowledge of the district.
7 If the district had an objection to
8 us going forward and entering into a proposed
9 lease of this facility, I wish that they would
10 have spoken up a month ago, when we were having
11 these conversations.
12 I certainly have had much contact
13 from your solicitor's office and never once did
14 they say we think you might want to hold off on
15 signing the lease.
16 MR. BONILLA: You're the Charter
17 School's attorney. Wouldn't you have suggested,
18 hey, let's go to Bethlehem Area School Board and
19 get approval as it says in our charter?
20 MR. LEINHAUSER: We have been coming
21 to the Bethlehem Area School District for 13
22 months, seeking approval for a second facility.
23 And I have spoken to your solicitor's office and
24 received communications from them multiple times
25 over the last 60 days related to just this

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1 question.
2 So to sit here and say -- if I might
3 finish. To sit here and say that we have not
4 sought the approval of the district --
5 MR. BONILLA: It doesn't say the
6 district. It says the Bethlehem Area School
7 District board, school board. This is the
8 school board. You've come to meetings in the
9 past and addressed this board, but never once
10 have you asked this body here for consent to
11 begin to spend taxpayers' money on another
12 location that is being used for the dual -- the
13 Charter School.
14 MR. LEINHAUSER: I will submit to you
15 to refer to your own board meeting Minutes from
16 last July, 2013, wherein we made just that
17 request. I will also refer you to the lengthy
18 litigation proceedings that the school and the
19 district have engaged in with regard to our
20 right to use the second facility as confirmed by
21 the Commonwealth Court.
22 For you to sit there and say that we
23 have never asked permission of the board to use
24 the second facility is inaccurate.
25 MR. BONILLA: The hearing is a

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1 different location. That was on the south side
2 Fountain Hill area. This is a separate location
3 that we're here for. We never had a hearing on
4 this location before. So we never said anything
5 regarding this location.
6 MR. LEINHAUSER: So when your
7 solicitor's office communicates with my office
8 on behalf of your board, am I not to accept a
9 communications -- those communications from the
10 board? I need to know going forward in these
11 matters, because if I need to directly address
12 the board going forward at every opportunity,
13 I'm happy to do that, although reluctant to
14 spend the taxpayer's money in that fashion. If
15 communication with your solicitor's office
16 suffices, I would like to continue to utilize
17 that method, and I would ask you to give me
18 direction in that regard.
19 DR. ROY: I think if I could just
20 help out here. I think Mr. Bonilla's point is
21 that the Charter School entered into a lease
22 without the written consent of the school
23 district.
24 MR. BONILLA: That's correct. That's
25 all I have.

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1 MR. SPRY: Anything further on behalf
2 of the Charter School, Mr. Leinhauser?
3 MR. LEINHAUSER: In further response
4 to Mr. Bonilla's questions, Mr. Lopez has
5 notified me that he did seek advice regarding
6 the use or which offices of Charter School
7 personnel could be in a separate location and
8 not be in violation of the school's charter.
9 And one of the offices that was
10 identified as an appropriate office to be held
11 off site was the CEO's office. So pursuant to
12 that advice that the school received, they have
13 the CEO's office off site currently.
14 In addition to that, I note for the
15 record, as I said previously, we have not
16 entertained any parents or students at this
17 facility. We have not conducted school business
18 related to parents or students at the facility.
19 The only use of the facility at this
20 time has been by the school's CEO.
21 MR. SPRY: Move your admission of
22 Charter 1 through --
23 MR. LEINHAUSER: 6, I believe.
24 MR. SPRY: Very well. They are
25 received.

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1 Doctor Roy, on behalf of the
2 administration, is there any presentation that
3 the administration wishes to make regarding the
4 facility?
5 DR. ROY: Well, Mr. Stein was going
6 to speak to the D'Huy report but I think Mr.
7 Leinhauser went through it item by item so I
8 think it would just be redundant to do that.
9 MR. SPRY: Any response from the
10 administration to any of the other items
11 presented by the Charter School?
12 DR. ROY: Not at this time. I just
13 want to make clear that the D'Huy report is in
14 the record.
15 MR. SPRY: Yes.
16 DR. ROY: We don't need Mr. Stein to
17 speak to it to have it in the record. Is that
18 correct?
19 MR. SPRY: Yes. That's correct.
20 It's a part of Board 1. The document speaks for
21 itself. Mr. Leinhauser addressed it in his
22 presentation.
23 Very well. Does the Charter School
24 rest? I'm going to open it to public comment.
25 MR. LEINHAUSER: I'll reserve the

1 right to supplement the record. Otherwise we
 2 have no further information at this time.
 3 MR. SPRY: At this time the Charter
 4 School has made its presentation. And the
 5 administration has chosen not to make a
 6 presentation.
 7 If anyone wants to make public
 8 comment, now is the time to do that. The other
 9 option you have is that there will be a 30-day
 10 period after tonight, that would be until
 11 October 29th of 2014, to make comment.
 12 And this will be on the website. But
 13 your comments can be sent in written form to the
 14 solicitor for the Bethlehem Area School
 15 District, 1 West Broad Street, Bethlehem, PA
 16 18018. You don't have to write that down. If
 17 you pull the website up, it would be on that.
 18 So you have two opportunities. One
 19 is public comment can be made tonight. If you
 20 make it tonight, we ask that you limit your
 21 comments to three minutes and that you state
 22 your name and address so that the stenographer
 23 can transcribe it.
 24 Is there anyone that wishes to make a
 25 public comment? If so, you could come to the --

1 MR. LEINHAUSER: If I may inquire.
 2 Has the District provided a translator for the
 3 evening? Do you have a translator?
 4 DR. ROY: Our translator had to leave
 5 for a family emergency. I apologize.
 6 MR. LEINHAUSER: I'm sorry to hear
 7 that. Would you object if we offered a
 8 translator?
 9 DR. ROY: I would appreciate that.
 10 DARANGELIZ STUART SOTO: My name is
 11 Darangeliz Stuart Soto. I have three kids. One
 12 is in fourth grade, one is in sixth, and one in
 13 eighth grade. They're wonderful. They have
 14 four and threes in school, A. They're well
 15 respected and everything. We live in Allentown,
 16 me and my partner, and they go on the bus every
 17 day to go to school.
 18 The seventh grade student, he go to
 19 school from 3:30 to 6:30 because, as far as I
 20 know, the Lehigh Valley Dual Language Charter
 21 School, they doing everything they can to keep
 22 education forward. Because I know they're
 23 talking about taxpayer, a bunch of number which
 24 I'm not familiar. But my responsibility, it
 25 seems the same as the Charter School, is the

1 education of my kids.
 2 I support my child's education
 3 because they have always been bright students.
 4 Right now this is in Bethlehem. Get up, go to
 5 school Saturdays. Because the school board and
 6 the school, Bethlehem district, don't make up
 7 their mind in their head for this stuff. For me
 8 the point is here, everything is on paper.
 9 Everything -- they comply with everything.
 10 Everything -- like the school, 623 Sixth Avenue,
 11 it was Seton Academy before. If that was under
 12 the Bethlehem School District or it was just
 13 private?
 14 MR. SPRY: That was a church school.
 15 DARANGELIZ STUART SOTO: Another
 16 part, it seems like the religious icons, and all
 17 that stuff -- I'm not Catholic. I'm a
 18 Christian. They don't go to school to be
 19 taught about religious. They go to school for
 20 an education, to become a better womans and men.
 21 All I know that if these doesn't get
 22 fixed, I would have to have my kids separated.
 23 Allentown -- don't get me wrong. I like it, to
 24 live there. But when it comes to education, I
 25 prefer Bethlehem. Because the Charter School,

1 public school, Charter School would teach more.
 2 They're at advantage.
 3 It don't matter if they're in public
 4 or private, they're always going to have good
 5 grades. Because they -- they are. But it's so
 6 hard to keep moving a child from one place to
 7 another and keep changing. That has to impact
 8 in some way. It gets tired to go to school at
 9 nighttime and on Saturdays just to keep them
 10 with the program.
 11 Because they need 309 hours or
 12 something like that to graduate? They have to
 13 have that time completed for him to graduate.
 14 He's in 8th grade. This is the last year
 15 probably.
 16 But I just wish somebody would fix
 17 this. Because we got to wait 30 more days.
 18 Right?
 19 MR. SPRY: Yes. It's open 30 days
 20 for other people to comment.
 21 MR. DARANGELIZ STUART SOTO: Okay.
 22 That's all I have. Thank you.
 23 MR. SPRY: Thank you.
 24 RAIZALIE ROMAN: Good evening. My
 25 name is Raizalie Roman, 1703 F Tacoma Court,

1 Allentown, Pennsylvania 18109.
 2 I thank you for your time tonight. I
 3 am a product of the education here in Bethlehem.
 4 And I feel the same that I feel that the
 5 Bethlehem schools, you know, are better for the
 6 children. That's just my personal opinion as a
 7 parent. I'm also a school board member of the
 8 Lehigh Valley Dual Language Charter School.
 9 I now have two children at the
 10 school. I can say that I have seen my daughter
 11 excel very much since she started at the Charter
 12 School. She did go to kindergarten at the
 13 public schools and was bored. She didn't feel
 14 challenged. I feel that the model at the
 15 Charter School, doing the dual language, which
 16 will be of great benefit later on in her life
 17 and career path.
 18 I'm a registered nurse. I see how
 19 beneficial it is to be bilingual, if possible,
 20 and in any career that is going to be beneficial
 21 to the children nowadays.
 22 They also really are in tune with
 23 other areas that they can learn, from trying to
 24 get the grants for after school activities.
 25 And she just really developed holistically as an

1 individual.
 2 I would plead as a parent to please
 3 consider that the administration of the school
 4 really care about our children and we have
 5 always felt that. And the parents know that as
 6 well.
 7 And the teachers are very in tune
 8 with our children's needs and are great
 9 communicators with us. It is, for me, more
 10 comforting than having my child in a larger
 11 school where they might be looked at as a
 12 number.
 13 And I know that, you know, we are
 14 doing the best that we can to be in compliance
 15 with everything within the law, but focusing
 16 that, you know, we are just trying to have the
 17 space that we can to properly continue to
 18 provide the great education to these children.
 19 Thank you.
 20 MR. SPRY: Thank you.
 21 ADALEE KING: Good evening. My name
 22 is Adalee King. It's A-D-A-L-E-E. I have three
 23 children that attend the Charter School. I have
 24 a fifth grader, a fourth grader, and a second
 25 grader.

1 My children very much prospered in
 2 that school. We can tell by the report cards.
 3 Not only the reports cards, but when we get the
 4 PSSA's, that confirms to us that our children
 5 are learning at a proper level.
 6 My son has some problems, in a
 7 round-about way. And I know this because of
 8 other parents, that my kids go to an exceptional
 9 school. I have open communications with the
 10 teachers daily. Any problems or concerns that I
 11 have, I know without a shadow of a doubt that I
 12 can go to Miss P and I know that she will work
 13 with us to help any problems that we incur.
 14 My children are very much -- I don't
 15 want to say sheltered, but in a way, they are.
 16 They're not used to big school surrounding.
 17 They go to a small school. The area that we
 18 live in is very rural. I'm very concerned that
 19 next year, my fifth grader is going to be thrown
 20 into a huge middle school if the Charter School
 21 isn't approved.
 22 She's going to be lost. I mean she's
 23 going to be 12 years old. She is going to be
 24 absolutely lost. She is going to be thrown away
 25 from her friends and all her teachers that she

1 has grown to love and be very comfortable in.
 2 She's going to be thrown into a huge school into
 3 a mix that she's not ready for. I mean she's
 4 simply not ready for.
 5 I would strongly encourage you guys
 6 to really consider the impact that you guys
 7 would be making on our children and families if
 8 you don't consider opening up the middle school.
 9 I mean, I could sit here and give you a long
 10 sobbing story, but I know without a shadow of a
 11 doubt, my -- we don't speak English. My husband
 12 and I do not speak English.
 13 My children have learned so much from
 14 this school and I have so much comfort with them
 15 going to this school it is unbelievable.
 16 Just the other day we were at Sam's
 17 Club and some guy comes up to me. He talks to
 18 me in Spanish. I have no clue what he's saying.
 19 I don't speak Spanish. My daughter looks to me
 20 and she says, Mom, he's looking for milk in a
 21 can. I'm like, really? You got all that from
 22 his conversation? She said yeah. Maybe he's
 23 looking for evaporated milk. Let's go see if we
 24 can help him out. I was absolutely floored that
 25 my fifth grader was able to communicate with a

1 guy in Spanish. It floored me.
 2 And just like the lady before me
 3 said, they'll prosper in life by knowing two
 4 languages. I've always heard the story that a
 5 single language person always looks at the box
 6 one way. If you're a dual language speaker, you
 7 tend to look out the box and you tend to look
 8 more into other options.
 9 And I think my kids are getting a
 10 great benefit from doing that. I would strongly
 11 encourage you guys to really consider opening up
 12 the school.
 13 MR. SPRY: Can we have your address?
 14 I forgot to get that.
 15 ADALEE KING: Sure. It's 2443 South
 16 Tenth Street, Allentown, PA 18013.
 17 MR. SPRY: Thank you.
 18 JOCELYN BURGOS: Hi, my name is
 19 Jocelyn Burgos, 189 Shiloh Court in Whitehall,
 20 Pennsylvania.
 21 I do want to say I do have two kids
 22 in Lehigh Valley Dual Language Charter School.
 23 I have one in fourth grade and one in second
 24 grade.
 25 My son did go to kindergarten in

1 Fountain Hill School District. He was moved out
 2 of that school because he was getting bored. I
 3 moved him over to Lehigh Valley Dual Language
 4 Charter School, and I have seen him blossom,
 5 along with my second grader.
 6 We relocated to Whitehall about eight
 7 months ago. And I had a tough decision as to
 8 take him out of Lehigh Valley Dual Language
 9 Charter School due to transportation or go to
 10 Whitehall School District.
 11 I took my kids every single day,
 12 morning and afternoon, from last February until
 13 June, so my kids can attend Lehigh Valley Dual
 14 Language Charter School.
 15 During the summertime, I had enrolled
 16 them in Whitehall School District. And my heart
 17 just was not in it. My kids have learned and
 18 have gotten such good relationships with their
 19 teachers, it was hard for me to pull them away
 20 from there.
 21 With my fourth grader soon going to
 22 middle school, I just feel that at this point,
 23 if this is not approved for these kids, they're
 24 being cheated out of an education, and also the
 25 bond they have with their teachers.

1 This is not just about tax payers and
 2 anything. This is about a relationship these
 3 teachers have built with the parents, also.
 4 You know, my kids come home every
 5 single day. My daughter loves her teachers.
 6 She talks about them so highly. My son also
 7 talks about their teachers. I've never heard
 8 once that they're unhappy in the school.
 9 They have made great progress. I
 10 will say, my son, one out of five kids, exceeded
 11 his PSSA's with Lehigh Valley Dual Language
 12 Charter School. If it wasn't for his teachers
 13 and that Saturday education that they do from
 14 February on so they can test and practice for
 15 the PSSA's, my son would have never gotten there
 16 without their support.
 17 So while you are considering if this
 18 is going to be approved or not, don't only think
 19 about the taxpayers and the money. Think about
 20 the kids, their education. You know, we are
 21 here for their education and nothing else. So
 22 please consider that in terms of considering
 23 approving the middle school for the kids.
 24 SANTIAGO CASTILLO: (Speaking
 25 Spanish.) My name Santiago Castillo.

1 THE INTERPRETER: He said -- my name
 2 is -- I don't know if you need my name, too.
 3 THE COURT REPORTER: Yes.
 4 THE INTERPRETER: Janirca Vazquez,
 5 J-A-N-I-R-C-A, V-A-Z-Q-U-E-Z. I am a teacher at
 6 Lehigh Valley Dual Language Charter School, and
 7 I can translate for him.
 8 His name is Santiago Castillo.
 9 S-A-N-T-I-A-G-O. His last name Castillo,
 10 C-A-S-T-I-L-L-O.
 11 SANTIAGO CASTILLO: (Speaking
 12 Spanish.)
 13 THE INTERPRETER: He is here tonight
 14 along with the rest of the parents who are here
 15 tonight, with the same -- under the same common
 16 denominator. He has two kids at Lehigh Valley
 17 Dual Language Charter School.
 18 SANTIAGO CASTILLO: (Speaking
 19 Spanish.)
 20 THE INTERPRETER: I am hoping that
 21 tonight we can end in good terms because we know
 22 that education is important and a nation without
 23 education will be lost.
 24 SANTIAGO CASTILLO: (Speaking
 25 Spanish.)

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1 THE INTERPRETER: I would like to
2 thank the board and educators and all of the
3 teachers. And we appreciate your rules that the
4 Board of Education has.
5 SANTIAGO CASTILLO: (Speaking
6 Spanish.)
7 THE INTERPRETER: I think that we are
8 in a marriage. And in a marriage there should
9 not be a divorce. Because when there is a
10 divorce, the only parties that end up getting
11 hurt are the children.
12 SANTIAGO CASTILLO: (Speaking
13 Spanish.)
14 THE INTERPRETER: I think that we
15 should put all of our personal opinions aside
16 and make a decision based on the benefit of our
17 students.
18 SANTIAGO CASTILLO: (Speaking
19 Spanish.)
20 THE INTERPRETER: This nation is
21 growing and I know that the city of Bethlehem is
22 also growing. And I know that a lot of the laws
23 might be ancient or old. And I think that we
24 need to reconsider or consider making those
25 changes to fit the growing -- the growth.

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1 SANTIAGO CASTILLO: (Speaking
2 Spanish.)
3 THE INTERPRETER: I believe that the
4 Charter School is doing something good for
5 society and for our city and that we should not
6 put anything in between that -- in between what
7 we are doing and that growth and the future. We
8 should take anything that might be in the way
9 and just move it aside so that everyone can
10 prosper.
11 SANTIAGO CASTILLO: (Speaking
12 Spanish.)
13 THE INTERPRETER: The situation is
14 just bringing a lot to our children, especially
15 emotionally and psychologically. Today, this
16 afternoon, I had to talk to my son. I explained
17 to him that if a decision was not made, that we
18 were going to have to move and look at other
19 options and make other decisions. This really
20 affected him emotionally. That is something
21 that I want you to consider.
22 SANTIAGO CASTILLO: (Speaking
23 Spanish.)
24 THE INTERPRETER: To close, I would
25 just like to ask the Board of Educators and the

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1 Board of the Bethlehem Area School District to
2 come to a decision that would benefit everyone.
3 If there are things that need to be changed,
4 then we will make those changes. We just want
5 everything to work for the benefit of our
6 children.
7 Thank you very much. Have a good
8 night.
9 MR. SPRY: Could we have an address,
10 please?
11 SANTIAGO CASTILLO: (Speaking
12 Spanish.)
13 THE INTERPRETER: His address is 530
14 North Howard, H-O-W-A-R-D Street, in Allentown.
15 MR. SPRY: Thank you.
16 Any further comment tonight?
17 Okay. Mr. Leinhauser, anything
18 further from the Charter School?
19 MR. LEINHAUSER: I would just like to
20 request the opportunity, 48 hours, to supplement
21 the record with anything that I might have not
22 offered as an exhibit.
23 MR. SPRY: Granted.
24 MR. LEINHAUSER: Other than that, I
25 don't believe we have anything further at this

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1 time. I would like to ask that the board
2 reconsider its 30-day public comment period. I
3 understand that the district believes that that
4 is required under the Commonwealth Court's
5 ruling. I obviously read it differently.
6 I ask that the board give
7 consideration to this matter in its hearing in
8 October.
9 MR. SPRY: I guess we have a
10 disagreement on the Commonwealth Court case. I
11 did advise the board that I think a 30-day
12 comment period is appropriate. Your request for
13 48 hours to supplement the record is granted.
14 The record will remain open for 48 hours.
15 Board Number 1 has been admitted, as
16 well as Charter School's 1 through 6.
17 Anything further from any members of
18 the board or the administration?
19 Very well. The hearing is closed.
20 Thank you.
21 MR. LEINHAUSER: This is just -- end
22 of business. Is that Wednesday? Or midnight
23 Wednesday?
24 MR. SPRY: That's fine.
25 (Hearing was concluded at 7:51 p.m.)

1 CERTIFICATE

2 I do hereby certify that I am a
3 Notary Public in good standing, that the
4 aforesaid testimony was taken before me,
5 pursuant to notice, at the time and place
6 indicated; that said deponent was by me duly
7 sworn to tell the truth, the whole truth, and
8 nothing but the truth; that the testimony of
9 said deponent was correctly recorded in machine
10 shorthand by me and thereafter transcribed under
11 my supervision with computer-aided
12 transcription; that the deposition is a true and
13 correct record of the testimony given by the
14 witness; and that I am neither of counsel nor
15 kin to any party in said action, nor interested
16 in the outcome thereof.

17 WITNESS my hand and official seal
18 this 14th day of October, 2014.

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Notary Public

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