

THE BOARD OF PUBLIC EDUCATION
OF THE SCHOOL DISTRICT OF PITTSBURGH, PENNSYLVANIA

MINUTES

Meeting of: February 24, 2004

Call of the Meeting: Regular Meeting

Members Present: Mr. Brentley, Mrs. Colaizzi, Mr. Dowd,
Mrs. Fink, Mr. Isler, Mr. Matthews,
Mr. McCrea, Mr. Romaniello, Sr.
Mr. Taylor

Present 9.

Members Absent: Absent 0.

The following matters were received and acted upon.

Actions taken are recorded following the reports.

THE BOARD OF PUBLIC EDUCATION

PITTSBURGH, PENNSYLVANIA 15213

Administration Building

341 South Bellefield Avenue

February 24, 2004

AGENDA

ROLL CALL

Approval of the Minutes of the Meeting of January, 2003

Announcement of Executive Sessions

Committee Reports

1. Committee on Education

Roll Call

2. Committee on Business/Finance

Roll Call

Personnel Report

3. Personnel Report of the Superintendent of Schools

Roll Call

Financial Matters

4. Financial Statement

New Business

Roll Call(s)

We are an equal rights and opportunity school district.

EXECUTIVE SESSIONS

Legislative Meeting of February 24, 2004

In addition to executive sessions announced at the legislative meeting of January 28, 2004, the Board met in executive session on February 16, and immediately before this legislative meeting to discuss various personnel matters, including but not limited to: administrative vacancies, transfers, disciplinary matters, and positions opened and closed. In addition, at the February 16, 2004 executive session, the Solicitor and Special Counsel discussed various matters in litigation.

Finally, at the executive session immediately before this legislative meeting, the Solicitor and Special Counsel discussed a matter in litigation, and the Board discussed student discipline cases that involved violations of various portions of the Code of Student Conduct.

The Board does not vote at executive sessions.

COMMITTEE ON EDUCATION

FEBRUARY 24, 2004

DIRECTORS:

The Committee on Student Services recommends the adoption of the following resolutions, that the proper officers of the Board be authorized to enter into contracts relating to those resolutions and that authority be given to the staff to change account numbers, the periods of performance, and such other details as may be necessary to carry out the intent of the resolution, so long as the total amount of money carried in the resolution is not exceeded. Except that with respect to grants which are received as a direct result of Board action approving the submission of proposals to obtain them, the following procedures shall apply: Where the original grant is \$1,000 or less, the staff is authorized to receive and expend any increase over the original grant. Where the original grant is more than \$1,000, the staff is authorized to receive and expend any increase over the original grant, so long as the increase does not exceed fifteen percent (15%) of the original grant. Increases in excess of fifteen percent (15%) require additional Board authority.

Proposals/Grant Awards

RESOLVED, That the Board of Education of the School District of Pittsburgh authorize its proper officers to submit proposals for grants and accept grant awards in the amounts and for the purposes set forth in subparagraphs 1 through 3, inclusive.

RESOLVED FURTHER, That upon approval of the grant by the granting agency, the Board authorize the establishment of appropriate accounts and, where necessary to implement the grant, authorize the advancement of funds to operate the program until the grant and fees are received.

1. Acceptance of \$13,255 from Duquesne Light to support various school programs at Millionnes, including Young Miss Manners, Tech Parents on the Rise, 8 West Hazina CTHF, Millionnes Garden Club, Millionnes/Vann Mentoring Program, Science Fair Projects, Developing Leadership Through Students, International Hall of Respect and Achievement, Keeping our Young People in Pittsburgh, Pittsburgh Voyager, Girls Only Leadership Development, Young Black Fisherman, Reading Club, Adventures in Reading—Millionnes Book of the Month Club, Pittsburgh Science Center, and National Junior Honor Society. The funding period shall be from February 26, 2004 through February 26, 2005.
2. Acceptance of \$3,900 from Duquesne Light to support two school programs: Above and Beyond Awards, an incentive program for K-5 students that recognizes good citizenship and good manners, and Building Common Ground, an outreach program to parents regarding building awareness on matters related to the academic achievement and social and emotional development of their

children. The funding period shall be from February 26, 2004 through February 26, 2005.

3. Acceptance of \$31,955 from the Maurice Falk Medical Fund to cover \$7,955 in additional costs from the cable casting of two Board of Education meetings a month during 2003 and continued taping during 2004 of the Board meetings for a three-month transition until the District assumes fiscal responsibility for the tapings and cable casting. The funding period shall be from December 2003 through March 2004.

Consultants/Contracted Services

RESOLVED, That the Board authorize its proper officers to enter into contracts with the following individuals for the services and fees set forth in subparagraphs 1 through 17, inclusive.

1. Attack Theatre – To, under the leadership of Michele de la Reza (arts education consultant), collaborate with the building principal to create an arts-infused program at Homewood Elementary School. Supporting PPS's vision for this new elementary school, the contractor will:
 - Review the interior physical spaces that will be specifically utilized within the arts curriculum
 - Offer recommendations for artistic staff structure and selection
 - Recommend and facilitate professional development programs and assist the principal in defining the goals and unique vision of the school
 - Assist the arts coordinator in fostering relationships with neighborhood and community partners that maximize existing personnel, expertise, resources and facilities in the Homewood community

Attack Theatre will provide necessary administrative overhead, transportation, and any additional experts/consultants required to execute the above services. These services will be provided in cooperation with the Homewood Elementary School administration. The dates of service include March 15, 2004 through August 31, 2004. Payment shall be at the rate of \$4,833.33 per month, total amount not to exceed \$29,000 from Account # 4600-010-2270-2360-323.

2. Sheila Washington, Washington Consulting Group – To, with input and direction from the Instructional Cabinet and Administration, facilitate professional development to address an ongoing climate goal: team building among the arts, adjuncts and academic staff at Rogers CAPA. Services include data collection, pre/post planning and other activities in the building with Instructional Cabinet, PSCC, staff, and facilitation of the March 22, 2004 inservice. Payment shall be

at the rate of \$600 per day, total amount not to exceed \$1,800 from Account # 4010-010-2360-323.

3. This item was pulled from the agenda .
4. Allegheny-Singer Research – To, as mandated by the 21st Century Community Learning Center After School Program Grant guidelines, continue a program evaluation of the following participating elementary schools: Northview Heights, Burgwin, Murray, Woolslair, Roosevelt, Sunnyside, Fort Pitt and Manchester. The dates of service include March 1, 2004 through September 30, 2004. Payment shall be at the rate of \$37.90 per hour, total amount not to exceed \$19,812.50 from Account # 4011-046-1490-323.
5. This item was pulled from the agenda.
6. FamilyLinks – To continue to address areas of concern in small group and individual settings at Dilworth Elementary School, because the hours funded by Safe and Drug Free Schools were cut this school year from 160 to 110. Areas of concern include: Sexual Harassment/Safe Boundaries, Anger Management, Team Building, Social Skills, Kids Need Heroes, Friendship, Getting along with Others, and Leadership. The dates of service include March 1, 2004 through June 7, 2004. The total cost of this action shall be \$1,575 from Account # 4161-606-1100-323.
7. Daria Segers – To provide physicals to those Head Start children who have not complied with the Program's requirement to have a completed physical examination within ninety days of enrollment. The consultant will begin providing services on March 1, 2004 and continue through July 31, 2004, to each of the forty-six (46) Head Start classrooms at a cost not to exceed \$3,000 from Account # 4800-122-1441-330.
8. Laurie Marshall – To develop a series of art workshops for all of the art classes at George Westinghouse High School. Working collaboratively with the classroom teacher and building upon the standard Art Curricular Frameworks and State Standards, students will deepen their understanding of art and will develop their skills and display their completed work on large panels in select areas of the school. Students will also be engaged in character development sessions that align with the school's Community of Caring focus through artistic education. The dates of service include February 2004 through April 2004. Payment shall be at the rate of \$150 per day, total amount not to exceed \$1,500 from Account # 4327-606-1100-323.
9. Birdie Nichols, Artistic Director – To provide a series of vocal music workshops after school and on select Saturdays, starting in February and ending in March 2004, for students who make up the choral group at Westinghouse High. Students will have opportunities to perform professionally with the "New Birth"

Westinghouse Alumni Choir. Payment shall be at the rate of \$55 per hour, total amount not to exceed \$4,000 from Account # 4327-606-110-323.

10. Yale Child Study Center, School Development Program – To provide professional development training, materials, and consultation and to analyze climate and SIQ-A reports to assist with the implementation of the School Development Program at Lemington Elementary School. The dates of service include March 1, 2004 through August 31, 2004. The total cost of this action shall not exceed \$8,370 from Account # 4145-278-1490-323.
11. Claudia Harper-Eaglin, Cybraxis, Inc. – To conduct an inservice on March 22, 2004 and to participate in follow-up activities during April and May for Millions teachers. Teachers will engage in hands-on activities, practice designing tasks that are compatible with individual learning profiles, plan lessons that promote active learning, decision making and problem solving, and will utilize and interpret assessments to make instructions more responsive to learners' needs. Observations and feedback conferences will be an integral part of the follow-up experiences. Payment shall be at the rate of \$1,667.67 per three-week period, total amount not to exceed \$5,000 from Account # 4211-206-1490-323.
12. Polly Ash –To conduct a workshop on “Teamwork and Team Building” for the members of the Title I District-Wide Parent Advisory Council and the Head Start Policy Council on April 6, 2004, at Seven Springs. Payment shall not exceed \$1,000, including travel expenses and materials, from Account #1000-010-2360-323.
13. This item was pulled from the agenda.
14. Hill House Association Childcare Center – To provide childcare services to eligible Head Start children and their families between the dates of March 1, 2004 through July 31, 2004, at no cost to the District. The District Head Start Program will provide:
 - a. Comprehensive services to eligible Head Start children and families enrolled at the Hill House Association Childcare Center, as mandated by the Head Start Performance standards;
 - b. Classroom material and supplies, as needed;
 - c. Recruitment and enrollment of age-eligible children into the program;
 - d. Ongoing training to childcare staff employed by Hill House Association Childcare Center during designated Head Start inservices.
15. Robert Christie – To provide the Wilderness Experience Program for select students in grades 9-12 at Westinghouse High School between February 2004 and June 1, 2004. Students will be engaged in rock climbing and other outdoor

activities that will enhance student leadership and interpersonal skills with both teachers and classmates. Payment shall be at the rate of \$300 per day, total amount not to exceed \$8,000 from Account # 4327-606-1100-323.

16. Viewpoint – Continued videotaping of two Board of Education meetings a month – The Agenda Review and the Legislative meetings between January 2004 and March 2004. This action is also to cover payment of additional expenses incurred in taping the meetings in 2003. The cost of this item shall be \$24,000 to tape six meetings and \$7,955 to cover additional costs incurred during 2003; The rate of payment is \$3,075 per day, total cost not to exceed \$31,955 from Account # 3200-295-2370-323.
17. Allegheny County Department of Human Services – The Allegheny County Violence Prevention Initiative will provide outreach workers to conduct school and street-level intervention with youth who are violent, potentially violent, or drug involved. The outreach workers will be residents from the targeted communities where there is a high incidence of violence. This service is unique, because community residents who have rapport with students and access to police intelligence will serve as the conduit for intervening to prevent further violence in and around our schools. The schools serviced will be Oliver, Columbus, Carrick, Knoxville, Milliones, Schenley, Langley and Greenway. The dates of service include March 1, 2004 through February 28, 2005. Payment shall be \$5,000 per month, total amount not to exceed \$60,000 from Account # 4000-010-2360-323.

Payments Authorized

RESOLVED, That the Board authorize payments in the amounts set forth below to the following individuals, groups, and organizations, including School District employees and others who will participate in activities of the School District or provide services, as described in subparagraphs 1 through 25, inclusive.

1. Eva Bey – To provide training to the District's Early Intervention staff on safety issues for Human Resources professionals. The three-hour workshop will be conducted on March 19, 2004 and will include strategies to deal with safety concerns in the field and at the office. Ms. Bey has provided training for CYS staff and others in the human resources field. The total cost of this action shall be \$300 from Account # 5131-085-1231-323.
2. Carnegie Art, History, Science Center, Andy Warhol and The Senator John Heinz History Center – Admission fees and costs for secondary school students to visit various museums in the city of Pittsburgh to explore art, history and science exhibits. All activities will be connected directly to various standards and concepts taught in the school curricula. The total cost of this action shall be \$17,000 from Account # 4008-010-1100-323.

3. Comfort Inn and Conference Center – For the provision of an Honors Breakfast on February 20, 2004 in recognition of Oliver High School students who place on the honor roll twice. The total cost of this action shall be \$1,425.60 from Account # 4317-297-1490-634.
4. Carnegie Institute/Science Center/Aviary/Phipps Conservatory/ Heinz History Center/Children's Museum of Pittsburgh – For the provision of educational tours, classes and programs under the School-Museum Program for approximately 16,000 students in the District's elementary schools. Specific grade-appropriate standards-based activities have been developed for the tours by the content specialists that support the elementary curriculum. The visitation program will be offered between February 27, 2004 and December 2004. The total cost of this action shall not exceed \$21,000 from Account # 4008-010-1100-323.
5. In Connection with an "Extended Week Program" at Lemington Elementary School, Payment to Four (4) Teachers, Two (2) Paraprofessionals, and One (1) Secretary. This sixteen (16)-week program will operate on Saturdays, from February 26, 2004 through May 2004, and will provide remediation and extension in reading and math for basic and below basic fifth grade students. Payment shall be at the workshop rates of \$20.05 and \$10.66 per hour for teachers and paraprofessionals, respectively. The secretary shall be compensated per diem. The total cost of this action shall not exceed \$8,500 from Account #s 4145-606-2380-153, 4145-278-1490-197, and 4145-278-4145-124.
6. Wyndham Garden Hotel – For accommodations on June 21-25, 2004 for a planning retreat in connection with the implementation of Lemington Elementary School's Comer School Development Program. The total cost of this action shall not exceed \$12,000 from Account # 4145-278-1490-441/635.
7. University Center Holiday Inn – For the use of facilities and catering services for the annual Pittsburgh Youth Crime Watch Conference, to be held during May or June 2004. There will be approximately 250 participants, including elementary and middle school students and their advisors. The total cost of this action shall not exceed \$8,000 from Account # 4810-010-2110-635/441.
8. Pittsburgh Voyager – To accommodate three (3) groups of twenty-five (25) Carmalt sixth graders who will engage in three (3), four and a half (4 ½)-hour field expeditions on the ships, Voyager or Discovery, where they will explore real-world applications of mathematics, as related to the physical and environmental sciences curriculum. The dates for the trips are May 13, 2004 and May 14, 2004. The total cost of this action shall not exceed \$2,550 from Account # 4112-606-1100-599.
9. Sheraton at Station Square – For accommodations in connection with an education retreat on March 26-27, 2004, for Head Start education staff, central

office staff, and Policy Council staff. Costs include one general session room, six break-out rooms, and meals. The total cost of this action shall not exceed \$15,000 from Account # 4811-122-2271-582.

10. This item was pulled from the agenda.
11. Manchester Elementary School Parents – Reimbursement of \$10 per day for transportation and/or childcare costs incurred while volunteering at the school during the remainder of the 2003-2004 school year. The total cost of this action shall not exceed \$2,000 from Account # 1490-206-3300-599.
12. Murray Elementary School Parents -- Reimbursement of \$10 per day for transportation and/or childcare costs incurred while volunteering at the school during the remainder of the 2003-2004 school year, effective March 1, 2004 through April 1, 2004. The total cost of this action shall not exceed \$2,823 from Account # 4160-206-3300-599.
13. Six Teachers at Perry High School – To write integrated lesson extensions for the Biotech Pilot Classroom at Perry High School. Payment shall be at the workshop rate of \$22.05 per hour, two (2) hours per week for thirteen (13) weeks during March through June 2004. The total cost of this action shall not exceed \$4,000 from a grant from the Pittsburgh Technology Council, Account #4800-057-1490-125.
14. Up to Fourteen (14) Teachers in the K-8 schools, including Carmalt, Greenfield, Homewood, Mifflin, Morningside and Sunnyside, to provide extended-year remediation to upper grade students at basic and below basic levels in reading and mathematics. The dates of service include nineteen (19) half days from June 28 through July 29, 2004. Teachers will be aid per diem for 3.5 hours with additional pay for four hours for professional development in May 2004 at the workshop rate of \$22.05. The total cost of this action shall not exceed \$62,500 from Account # 4012-010-1100-124.
15. For participation in a Head Start retreat on March 27, 2004 at the Sheraton at Station Square – Payment to the following individuals at their workshop rates of \$22.05 and \$10.66 per hour for professionals and paraprofessionals, respectively, for a maximum of twenty (20) hours each:
 - Up to Forty-Six (46) Teachers
 - Eight (8) Professional Development Assistants
 - One (1) Health Assistant
 - Two (2) Mental Health Disability Assistants
 - Twenty-One (21) Family Advocates
 - One (1) Family and Community Service Assistant
 - One (1) Parent Involvement Assistant

- One (1) Nutrition Advocate
- Up to Forty-Six (46) Education Assistants
- Four (4) Health Specialists
- Three (3) Parent Involvement Specialists
- One (1) Technology Specialist

The total cost of this action shall not exceed \$23,000 from Account # 4800-122-1441-124/138/148/197.

16. Authorization to conduct an Elementary Extended School Year in thirty (30) elementary schools, including Beechwood, Belmar, Burgwin, Carmalt, Clayton, Colfax, East Hills, Fort Pitt, Friendship, Grandview, Greenfield, King, Knoxville, Lemington, Lincoln, Linden, Manchester, Mann, Miller, Morningside, Murray, Northview, Phillips, Prospect, Roosevelt, Stevens, Weil, Westwood and Woolslair, for K-4 students. Instruction shall be in communications and mathematics for those students identified as Basic or Below Basic on the Spring 2004 Standards-Based Assessments. The program will be offered 4.5 hours per day, Monday through Thursday, from June 28 through July 29, 2004 (19 days total excluding July 5). Teachers will be compensated at half-day per diem. Staff will be provided an additional day for professional development in June and paid per diem. Staffing will be adjusted according to student enrollment. Paraprofessionals will be compensated for 4.5 hours per day at the workshop rate of \$10.66 per hour. Additional program costs include: payments to up to thirty (30) site coordinators (administrators) to be paid half per diem for twenty-five (25) days; four (4) program coordinators to be paid half per diem for twenty-five (25) days; \$60,000 for books; \$60,000 for supplies and student attendance incentives. The total cost of this action shall not exceed \$1,538,060 from Account #4012-4800-010/206-1100/1490-114/197/124/125/157/610/640/124.
17. This item was pulled from the agenda.
18. Up to Six (6) Teachers (Two (2) Math and One (1) Each Communications, Art, Physical Education), along with One (1) Administrator Practitioner at South Brook Middle School – To conduct the South Brook Middle Saturday School Program, four (4) hours each week for fourteen (14) weeks, from February 28 to June 12, 2004. The program will focus on forty (40) students who are below basic or basic in the area of math, as indicated by scores on the PSSA and Standards Based Assessments or who are currently failing seventh or eighth grade math. Payment shall be at the workshop rate of \$22.05 per hour, amount not to exceed \$7,408.80. Transportation costs for this action shall not exceed \$2,800. In addition, a light breakfast (cereal, milk, and juice) and a mid-morning snack (crackers and orange drink) will be provided for forty (40) students, cost not to exceed \$1,800. The total cost of this action shall not exceed \$12,008.80 from Account # 4250-606-1100-124/519/634.

19. Authorization to hire technicians to work on a video production of each of the three All-City Music Festivals on March 16, 17 and 18, 2004. A multiple camera video production of each concert is produced each year for broadcast on the District's "Focus: Education" television program. Also the tape is offered for sale to the public. Revenue to pay for this expense was generated by last year's sale of video tapes to the public. No General Fund monies will be used for this expense. Up to five (5) technicians will be needed each day, at a total not to exceed \$2,400, from Account #4602-236-2270-340 broken down as follows:

| | <u>March 16</u> | <u>March 17</u> | <u>March 18*</u> |
|----------------------|-----------------|-----------------|------------------|
| Audio Technician | \$250 | \$250 | \$300 |
| Director | \$125 | \$125 | \$150 |
| Camera Operator | \$125 | \$125 | \$150 |
| Camera Operator | \$125 | \$125 | \$150 |
| Production Assistant | \$125 | \$125 | \$150 |

*Costs are higher due to longer call time, since equipment will need to be removed immediately following the performance.

20. Two Sixth Grade Communication Teachers and Two Eighth Grade Teachers at Allegheny Middle School – Payment at the workshop rate of \$22.05 per hour to spend one hour, one to two days per week, beyond the work day, to train directly and intensely with the reading coach. This training will serve as strategic planning for improving achievement by March/April 2004. They will analyze student data and diagnose and design strategies to effect student achievement. Included will be strategies for flexible grouping, differentiating instruction and working directly toward the standards. The expectation is that through teacher professional development, a sustained systemic change will occur. The total cost of this action shall not exceed \$1,500 from Account # 4013-010-1100-124.
21. Training of Security Staff in relation to the Emergency Response/Crisis Management Initiative, which involves training on the revised Safe Schools Plan for up to Sixteen (16) hours each for the following individuals:
- Sixty-Five (65) Ten-Month Security Aides -- \$16.44 per hour
 - One (1) Twelve-Month Security Aide -- \$14.34 per hour
 - Three (3) Twelve-Month Senior Security Aides -- \$15.02 per hour

The total cost of this action shall not exceed \$27,072 from Account # 4810-174-2190-188.

22. City of Pittsburgh Bureau of Police – Payment of funds designated through the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP)'s Gang Free Schools Project to create a Gang Intelligence System, equipment to support the Gang Intelligence System, and police

personnel overtime required to review crime data not originally collected by the Gang Intelligence System. Currently, the City Police Department does not have a tracking system that isolates gang activity within their data-based intelligence. As required by the OJJDP Gang Free Schools Project, the City Police Department will enhance their data collection system to specifically track gang activity. This automated system will give authorized law enforcement officials an informational management system that tracks, correlates, and analyzes gang information obtained during investigations. The total cost of this action shall be \$45,000, payable in three equal increments of \$15,000 (two interim and one final upon completion of the work), based on submission of progress reports from the Police Department for the period of March 1, 2004 through December 31, 2005. Payment shall be from Account #4810-252-2190-330.

23. Junior Achievement of Southwest PA, Inc. – To collaborate with various Pittsburgh Public Schools in an effort to help students explore the multiple purposes of work and a range of career options, to understand and demonstrate the importance of relating their academic and vocational skills, and to help students assess how changes in society, technology, government and the economy affect career development. Twenty-six schools have elected to participate, beginning March 1, 2004 and ending June 17, 2004. The total cost of this action shall not exceed \$84,601 from Account # 4000-010-1100-323.
24. Authorize a stipend of \$4,000 for an IUP Graduate Practitioner candidate. The graduate practitioner experience will include work in the Saturday Extended Week and Extended Year Program and will end in July 2004. The total cost of this action shall not exceed \$4,000 from Account # 4145-278-1490-599.
25. Authorization for the Career Development Department to conduct workshops for teachers in the following five (5) departments: Trade and Industry/Technology, Business and Finance, Family Consumer Science, Career Development and Career Counseling. Each category will be given \$3,000. These workshops will consist of improving and implementing literacy, mathematics, and science competencies as well as career awareness. The integrated lessons will address middle and secondary school needs. Teachers shall be paid the workshop rate of \$22.05 per hour. The total cost of this action shall not exceed \$15,000 from Account # 4800-010-2260-125.

General Authorizations

- Tabled
1. Closing The Connelley Technical Institute and Adult Education Center, Effective at the Conclusion of the 2003-2004 School Year

WHEREAS, The School District has an obligation to provide education for children through Grade 12 pursuant to the Public School Code of 1949, as amended; and

WHEREAS, the School District has operated the Connelley Technical Institute and Adult Education Center for programs for individuals beyond Grade 12; and

WHEREAS, The Commonwealth of Pennsylvania has discontinued the \$2.5 million in funding of Connelley after ten years, leaving no source of funding other than local tax revenue; and

WHEREAS, the Board has determined that it is financially and administratively not feasible to continue the program at Connelley beyond the conclusion of the 2003-2004 school year;

NOW, THEREFORE, be it resolved as follows:

- a. The Connelley Technical Institute and Adult Education Center shall be closed at the conclusion of the 2003-2004 school year, on or about August 31.
- b. The Administration is hereby directed to develop a transitional plan for those individuals who have not completed their program by the conclusion of the 2003-2004 school year.
- c. The Administration is hereby directed to implement a plan with the Office of Human Resources and Division of Employee Relations to take all appropriate steps with respect to employees affected by this action.
- d. The Chief Operating Officer, Special Legal Counsel, and the District's Real Estate Consultant are hereby authorized to investigate the prospects for sale of the Connelley Facility (second approval required).
- e. District officials are hereby authorized, empowered and directed to take all other necessary steps to effectuate the intent of this resolution.

2. Gift to Margaret Milliones Technology Academy from PNC Bank

RESOLVED, That the Board accept a Gift of Outdoor Advertisement Space (billboard display) from PNC Bank to Margaret Milliones Technology Academy for the purpose of featuring names of students who earn honor roll status each report period during the 2003-2004 school year. The intent of this advertisement approach is to motivate and inspire additional students to seek honor roll status. The billboard is located on the corner of Craig Street and Centre Avenue. Parents and guardians of all eligible students will be contacted by letter to obtain approval for the billboard postings. The value of this gift, per the Lamar Advertising Company, is approximately \$3,200.

RESOLVED FURTHER, That the Board of Education of the School District of Pittsburgh and the Superintendent of Schools extend their sincere thanks to PNC

Bank for its generosity and support by making this gift available to the Pittsburgh Public Schools.

3. Partnership with Carlow College Adult Degree Center

RESOLVED, That the Board authorize its appropriate officers to enter into a partnership with Carlow College Adult Degree Center, thus making the Pittsburgh Board of Education eligible to participate in Carlow's Corporate tuition scholarship program that will offer reduced tuition to District employees. Under this arrangement, students who are employees from the District will be assessed a rate of 56 percent of current undergraduate and 70 percent of current graduate school regular tuition. All other related costs shall be charged at full rate.

4. Mini-Grant to Knoxville Elementary School from the Western Pennsylvania Writing Project

RESOLVED, That the Board authorize its appropriate officers to accept a mini-grant of \$500 from the Western Pennsylvania Writing Project to Knoxville Elementary School. The grant shall be used for an after school writing program.

5. Partnership with the Center for Genomic Sciences (CGS) of Allegheny-Singer Research Institute

RESOLVED, That the Board authorize its appropriate officers to enter into a partnership with the Center for Genomic Sciences (CGS) of Allegheny-Singer Research Institute, which will submit a proposal for funding to the U.S. Department of Education's Institute of Education Sciences for a Teacher Quality Research Grant. This partnership could provide close to \$38,000 over a three-year period to the School District of Pittsburgh. Entitled, "Mentoring Teachers Through Pedagogical Content Knowledge Development," the proposed program will provide professional development for all middle school science teachers responsible for teaching life science over the three-year period of the grant. The purpose of this training will be to provide teachers with a curricular content update that reinforces the standards and is aligned with the District's approved science curriculum. It shall also help teachers to reinforce key concepts related to biotechnology and to enhance students' scientific literacy and exposure to current ethical discussions surrounding healthcare policy.

6. Field Trips Out of the Country

RESOLVED, That the Board authorize the following field trips out of the country:

- a. CAPA High School -- Up to forty-four (44) students who are enrolled in the Centers for Advanced Studies (CAS) program and four (4) chaperones for a three-day theater trip on October 20-22, 2004, to the Stratford Shakespeare Festival in Stratford, Ontario, Canada. The students will see several productions and will also participate in a tour of the Stratford Festival

Costume warehouse. The Students will pay all costs except part of the transportation and the cost of substitutes. \$1,300 shall be charged to Account #5243-085-1243-519.

- b. Carrick High School – Up to eighty (80) students who are enrolled in the Centers for Advanced Studies (CAS) program and up to five (5) chaperones for a three-day theater trip on October 27-29, 2004, to the Stratford Shakespeare Festival in Stratford, Ontario, Canada. These students are enrolled in CAS English. The students will see several productions and will also participate in a tour of the Stratford Festival Costume warehouse. Students will pay all costs except part of the transportation and the cost of substitutes. \$1,300 shall be charged to Account #5243-085-1243-519.
- c. Schenley High School – Up to forty (40) students who are enrolled in the Centers for Advanced Studies (CAS) program and four (4) chaperones for a three-day theater trip on October 14-16, 2004, to the Stratford Shakespeare Festival in Stratford, Ontario, Canada. These students are enrolled in CAS English, IB English or IB Theatre Arts, and the study of theatrical productions is an integral part of the curriculum in each of these courses. The students will see three productions and will participate in a tour of the Stratford Festival costume warehouse in order to expand their knowledge of technical theater. Students will pay all costs except part of the transportation and the cost of substitutes. \$1,320 shall be charged to Account #5243-085-1243-519.

7. Amendments to Items Previously Adopted by the Board

RESOLVED, That the Board approve the following amendments to previously adopted items:

- a. Minute of October 15, 2003, Committee on Education, Consultants/ Contracted Services, Universal Fitness & Self-Defense Academy . . . **Expand the Program and increase total cost by \$6,000**
- b. Minute of December 17, 2003, Committee on Education, Consultants/ Contracted Services, Item 1, Chris Dalessandri . . . **Include the name of Prismatic Consulting, LCC**
- c. Minute of June 25, 2003, Committee on Education, Consultants/ Contracted Services, Lazor-Richason Associates . . . **Increase on-site support and increase cost by \$7,000**
- d. Minute of July 23, 2003, Committee on Student Services, Payments Authorized, Item 5, Port Authority . . . **Extend to Additional Families and increase cost by \$30,000**

- e. Minute of September 24, 2003, Committee on Education, Consultants/Contracted Services, Joseph H. Aultman . . . **Extend dates of service and increase total cost by \$4,000**
- f. Minute of January 29, 2003, Committee on Education, Consultants/Contracted Services, Kristine Orosz . . . **Increase total cost by \$5,200**
- g. Minute of January 29, 2004, Committee on Education, General Authorizations, Open House/Conference Day for Elementary Schools . . . **March 15, 2004 shall be an inservice day for all levels, and March 22, 2004 shall be a school day for all levels.**

8. Twelfth Summer Institute Sponsored by the Program for Students with Exceptionalities (PSE)

RESOLVED, That the Board hereby authorize the Twelfth Annual Summer Institute, to be held at Duquesne University on June 21, 22, 23, and 24 and sponsored by the Pittsburgh Public School's Program for Students with Exceptionalities (PSE) and co-sponsored by:

- Leadership Institute on School Inclusion
- Duquesne University School of Education, Special Education Program
- PA The Association for Persons with Severe Handicaps (PA TASH)
- Western Pennsylvania Chapter 104 Council for Exceptional Children (CEC)

RESOLVED FURTHER, That this four (4)-day conference shall be open to all Pittsburgh Public School teachers, administrators, paraeducators and parents. During this conference there shall be over fifty (50) sessions on topics, such as autism, literacy, sign language, differentiated instruction, behavior and classroom management strategies, closing the racial achievement gap, and inclusive practices.

RESOLVED FURTHER, That a registration fee shall be charged for all participants to cover the cost of lunch and parking. Breakfast shall be provided by the Western Pennsylvania Chapter 104 of the Council for Exceptional Children. Participants shall pay the following charges:

- | | |
|--|--|
| • Pittsburgh Public School Teachers | \$20 per day (\$75 if registered for all 4 days) |
| • Teachers Outside the Pittsburgh Public Schools | \$30 per day |
| • Paraeducators | \$ 5 per day |
| • Parents | \$ 5 per day |
| • Student Teachers and Interns | \$ 5 per day |

9. Partnership with the University of Pittsburgh and the Pittsburgh Steelers to Create PAYBACS

RESOLVED, That the Board partner with the University of Pittsburgh and the Pittsburgh Steelers to create a pilot program called Promoting Achievement of Youth – Bringing Athlete Career Success (PAYBACS). PAYBACS is designed to expand the experiences of student athletes beyond sports to promote their personal development through mentorship, health education, community involvement and peer activities.

FURTHER RESOLVED, That the twelve-month PAYBACS pilot program, starting in March 2004 and ending in March 2005, shall aim to engage up to thirty (30) tenth and eleventh grade athletes in a variety of activities designed to impact their personal development. Specifically, the PAYBACS program shall use interactive workshops, one-on-one mentoring, role models and incentives to: 1) increase healthy behaviors among program participants; 2) encourage participants to identify a career focus beyond athletics; and 3) involve participants in their communities.

FURTHER RESOLVED, That the University of Pittsburgh's Department of Family Medicine shall implement this program at Westinghouse High School and that the on-site facilitator shall be Ms. Tanya Tinsley, who is presently employed by the "Play It Smart" program at Westinghouse High School.

FURTHER RESOLVED, That the PAYBACS pilot program shall be evaluated on a number of academic, health and community involvement measures. If successful and approved by the Board, PAYBACS can potentially be expanded to include other high school girls' and boys' sports programs.

FINALLY RESOLVED, That this action shall be at no cost to the District but shall be funded by a grant of \$18,926 from the Grable Foundation.

10. Opening of Full-Day Head Start Classroom at Mann Elementary School

RESOLVED, That the Board authorize the opening of one (1) full-day Head Start classroom at Mann Elementary School. Head Start-eligible children and their families shall receive comprehensive Head Start services between the dates of March 1, 2004 and June 30, 2004, at no cost to the District.

11. Opening of Full-Day Head Start Classroom at Martin Luther King Elementary School

RESOLVED, That the Board authorize the opening of one (1) full-day Head Start classroom at Martin Luther King Elementary School. Head Start-eligible children and their families shall receive comprehensive Head Start services between the dates of March 1, 2004 and June 30, 2004, at no cost to the District.

12. Opening of Full-Day Head Start Classroom at Crescent Elementary School

RESOLVED, That the Board authorize the opening of one (1) full-day Head Start classroom at Crescent Elementary School. Head Start-eligible children and their families shall receive comprehensive Head Start services between the dates of March 1, 2004 through June 30, 2004, at no cost to the District.

13. Opening of Full-Day Head Start Classroom at East Hills Elementary School

RESOLVED, That the Board authorize the opening of one (1) full-day Head Start classroom at East Hills Elementary School. Head Start-eligible children and their families shall receive comprehensive Head Start services between the dates of March 1, 2004 and June 30, 2004 at no cost to the District.

14. Opening of Full-Day Head Start Classroom at Sheridan Elementary School

RESOLVED, That the Board authorize the opening of one (1) full-day Head Start classroom at Sheridan Elementary School. Head Start-eligible children and their families shall receive comprehensive Head Start services between the dates of March 1, 2004 and June 30, 2004, at no cost to the District.

15. Performance by the Pittsburgh Public Schools All-City High School Concert Choir and the Pittsburgh High School for the Creative and Performing Arts (CAPA) Concert Orchestra

RESOLVED, That the Board approve a Performance by Pittsburgh Public Schools All-City High School Concert Choir and Pittsburgh High School for the Creative and Performing Arts (CAPA) Concert Orchestra, at the invitation of The Honorable John M. Perzel, Speaker of the House of Representatives, Commonwealth of Pennsylvania, to perform on Pennsylvania Arts Education Day in the PA State Capital Buildings in Harrisburg on Tuesday, March 16, 2004. Costs for transportation, box lunches, and workshop rates for teachers total \$5,590, payable from Account #s 1000-010-2360-635, 4000-010-1100-519, and 4602-010-3210-124.

16. Adoption of New Instructional Materials for Language Arts Anthologies/ Grammar

RESOLVED, That the Board hereby adopt new instructional materials for Language Arts Anthologies/Grammar materials, total cost not to exceed \$675,000 from Account # 4000-010-1100-640.

17. Student Suspensions, Transfers and Expulsions

RESOLVED, That The Board of Education of the School District of Pittsburgh accept the following report on student suspensions, transfers, and expulsions.

- a. _____ students suspended for four (4) to ten (10) days;

- b. _____ students suspended for four (4) to ten (10) days and transferred to another Pittsburgh Public School;
- c. _____ students expelled out of school for eleven (11) days or more;
- d. _____ students expelled out of school for eleven (11) days or more and transferred to another Pittsburgh Public School.

Official reports of the hearings are on file in the Office of Student Services.

Respectfully Submitted,

Patrick Dowd, Chairperson
Committee on Education

COMMITTEE ON BUSINESS/FINANCE

February 24, 2004

DIRECTORS:

The Committee on Business/Finance recommends the adoption of the following resolutions, that the proper officers of the Board be authorized to enter into contracts relating to the resolutions, and that authority be given to staff to change such details as may be necessary to carry out the intent of the resolutions so long as the total amount of money carried in the resolution is not exceeded.

A. PAYMENTS AUTHORIZED

1. **RESOLVED**, That the contracts for supplies be awarded and bids be rejected in accordance with the recommendations of the Secretary as follows, the bids having been received and opened in accordance with the Code. (Report No. 1594)
2. **RESOLVED**, That the contracts for work at various schools be awarded and bids be rejected in accordance with the recommendations of the Secretary as follows, the bids having been received and opened in accordance with the Code. (Report No. 0406)
3. **RESOLVED**, That the following additions and deductions to construction contracts previously approved be adopted. (Report No. 0407)
4. **RESOLVED**, That the daily payments made in January 2004 in the amount of \$43,919,587.33 be ratified, the payments having been made in accordance with Rules of the Board and the Public School Code.
5. **RESOLVED**, That authorization be made for payment of the applicable workshop rate for up to 12 employees represented by the Pittsburgh Federation of Teachers for participation in the monthly joint labor-management safety committee meetings not to exceed \$7,500 through December 31, 2004, payable from the Workers Compensation Fund (702).

B. CONSULTANTS/CONTRACTED SERVICES

- 1a. **RESOLVED**, That the appropriate officers of the Board be authorized to enter into an agreement with Pro-Bel Enterprises, Ltd. to provide annual inspections to meet OSHA and ANSI requirements on all fall protection anchors and suspended maintenance equipment to maintain the exterior of CAPA. The contract amount reflects \$1,975.00 in base fee chargeable to account 303-6300-010-2610-340.
- 1b. **RESOLVED**, That the appropriate officers of the Board be authorized to enter into an agreement with Sonitrol of Pittsburgh to provide security monitoring services at 53 locations throughout the District. The contract amount reflects \$95,472.00 in base fee chargeable to account 000-6300-010-2610-490.

- 1c. **RESOLVED**, That the appropriate officers of the Board be authorized to amend Contract Number OB3047 with Studio Yi to provide additional design and construction inspection for projects to be constructed in 2004, including but not limited to Concord demountable classrooms, Arsenal restroom renovations, phase 4, various coal hole slab replacements, and Burgwin interior plaster replacement. Increase base fee by \$50,000. Increase reimbursables by \$25,000. This is the first amendment to this contract which was originally written for \$200,000 (\$150,000 in base fee and \$50, 000 in reimbursable expenses). Total contract amount not to exceed \$275,000, chargeable to account line 000-6300-343-4400-330.

- 1d. **RESOLVED**, That the appropriate officers of the Board be authorized to amend Contract Number OB3049 with Strada Architecture LLC to provide additional architectural services not included under the original agreement. This work includes, but is not limited to, Phase III renovations at Cupples Stadium, District Capacity/Use study, and various other on-going projects throughout the District. Increase base fee by \$120,000. Increase reimbursables by \$30,000. This is the first amendment to this contract which was originally written for \$200,000 (\$150,000 in base fee and \$50,000 in reimbursable expenses). Total contract amount not to exceed \$350,000, chargeable to account line 000-6300-343-4400-330.

- 1e. **RESOLVED**, That the appropriate officers of the Board be authorized to amend Contract Number OB3055 with Radelet McCarthy to provide additional architectural services not included under the original agreement. This work includes, but is not limited to, renovations at the Administration Building, renovations for additional OIT offices at the Central Food Kitchen, renovations to Vann, and other on-going projects. Increase base fee by \$85,000. Increase reimbursables by \$15,000. This is the first amendment to this contract which was originally written for \$200,000 (\$150,000 in base fee and \$50,000 in reimbursable expenses). Total contract amount not to exceed \$300,000, chargeable to account line 000-6300-343-4400-330.

- 1f. **RESOLVED**, That the appropriate officers of the board be authorized to amend Contract Number OB2342 with Fortier Engineering to provide additional on-call engineering services including, but not limited to, upgrading HVAC system at Schenley, modifications to second floor air conditioning system at Langley, boiler replacement at Madison and replace heat recovery unit at Allderdice. Increase base fee by \$55,000. Increase reimbursables by \$5,000. This is the first amendment to this contract which was originally written for \$155,000 (\$140,000 in base fee and \$15,000 in reimbursable expenses). Total contract amount not to exceed \$215,000, chargeable to account 000-6300-343-4400-330.

- 1g. **RESOLVED**, That the appropriate officers of the Board be authorized to amend Contract Number OB2338 with Caplan Engineering Company to provide on-call electrical consulting services for security systems, replacement of electrical power distribution, lighting, sound, fire alarm systems; LAN systems, electrical field surveys, reports, recommendations to resolve electrical problems, cost estimates, preparation of contract bidding documents, inspections, and other related electrical projects. Increase base fee by \$150,000. Increase reimbursables by \$50,000. This is the first amendment to this contract which was originally written for \$200,000 (\$150,000 in base fee and \$50,000 in reimbursable expenses). Total contract amount not to exceed \$400,000, chargeable to account 000-6300- 343-4400-330.
2. **RESOLVED**, That the appropriate officers of the Board be authorized to enter into a contract with the University of Pittsburgh Visual Information Systems Center for the purposes of A) developing of a GIS-based dynamic resource mapping and strategic planning product, and B) conducting a comprehensive analysis of existing and intended data structures as related to the NCES data handbook standards. Payment not to exceed \$105,000, chargeable to account line 5000-010-2240-348.
3. **RESOLVED**, That the appropriate officers of the Board be authorized to enter into a contract with ITI Solutions beginning March 1 2004 and finishing July 31, 2004 at a cost not to exceed \$192,600 to provide services to refurbish computer systems for the Emerging Linkages (Digital Divide) Project. Chargeable to account line 5000-010-2240-348.
4. **RESOLVED**, That the appropriate officers of the Board be authorized to enter into a contract with Allin to assist the Office of Information and Technology staff with Microsoft SMS tuning at a cost not to exceed \$31,315 from the period of March 1, 2004 through April 30, 2004. Chargeable to account lines 5000-010-2240-348.
5. **RESOLVED**, That the appropriate officers of the Board be authorized to enter into a contract with the Command Group beginning March 1, 2004 and finishing May 31, 2004 at a cost not to exceed \$26,000 to provide resources to assist the Office of Technology RTI developers with quality assurance testing and debugging. Chargeable to account line 5000-010-2240-348.

6. **RESOLVED**, That the appropriate officers of the Board be authorized to enter into a contract with Tritt-Schell Consulting beginning March 1, 2004 and finishing June 30, 2006, at a cost not to exceed \$75,000 to provide E-rate consulting services to the Office of Technology for the year 7 procedures and follow-ups. Chargeable to account line 5000-010-2240-348.
7. **RESOLVED**, That the appropriate officers of the Board be authorized to enter into an agreement with Carnegie Mellon University for statistical validation of the facilities utilization plan to be considered. This contract will be for an amount not to exceed \$15,900 chargeable to account line 0100-010-2310-330.
8. **RESOLVED**, That the appropriate officers of the Board be authorized to enter into negotiations into an agreement with a Public Relations Firm. Their staff will work with the Board on the presentation of facilities utilization plan.

C. GENERAL AUTHORIZATIONS

1. **RESOLVED**, That the Board authorize its proper officers to reserve and/or establish the Retiree Life Insurance internal service fund to support the District's retiree life liability estimated at \$11,965,000 (premium only) with a transfer from the General Fund estimated at \$7,643,000 (\$6,845,071 for premium reserve and \$797,929 for taxes, record keeping, and claims administration), and

RESOLVED, FURTHER, That the Board authorize its proper officers to accept Prudential's Retiree Buy Out Quote dated February 24, 2004 and execute payment of \$7,643,000 on February 25, 2004 and

RESOLVED FURTHER, That the Board authorize its proper officers to accept MetLife's reduced premium rate on current employees stated at \$0.28 per \$1,000 through the end of the renewal period of May 1, 2004, and

RESOLVED, FINALLY, That the Board authorize its proper officers effectuate such matters as are necessary to conduct this transaction in a prudent and economically advantageous fashion, including payment to the Board's financial advisor, Public Financial Management, for independent analytical services on this transaction not to exceed \$5,000, and other such terms and conditions as are satisfactory to the Solicitor and Chief Operations Officer. Chargeable to account lines 2200-010-2340-213 and 6100-010-2511-330.

2. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to authorize the incurring of Nonelectoral Debt by the issuance of general obligation bonds, refunding series A of 2004 in the aggregate principal amount not to exceed \$108,705,000; covenanting to pay, and pledging unlimited taxing power for the payment of, the bonds; establishing a sinking fund and appointing a sinking fund depository; fixing the form, interest rate, maturity, redemption and other provisions for the payment thereof; accepting a proposal for the purchase of the bonds; authorizing a filing of required documents with the department of community and economic development; ratifying and directing certain actions of officers; and making certain other covenants and provisions in respect of the bonds. (See Attachment C2a)
3. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to enter into an agreement with ETS to provide a building permit in accordance with the prevailing rates and other terms and conditions as are consistent with the District's building permit policy and are satisfactory to the Chief Operations Officer and Solicitor.
4. **RESOLVED**, That the Board of Public Education of the School district of Pittsburgh authorize its proper officers to purchase workers' compensation excess insurance at a cost of \$276,876, in accordance with the Commonwealth of Pennsylvania's self-insurance requirements, and other terms and conditions as are satisfactory to the Solicitor and Chief Operations Officer. Chargeable from account line 6000-702-2890-529.
5. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to amend the 2004 Investment Plan, Committee on Business/Finance, December 17, 2003 (**changes in bold**):

RESOLVED, That the Board adopt a plan for bank deposits and investments for 2004 as follows and authorize execution of the necessary agreements/memoranda to carry out the plan:

| | |
|-----------------------|-----------------------|
| Action Accounts | PNC |
| | Citizens |
| | National City |
| Active-Direct Deposit | Citizens |
| Active-Food Service | National City |
| Investment Accounts | Allegheny Valley Bank |
| | Citizens |
| | Dollar |

Dwelling House
ESB Bank
Federated Investors
Fidelity Bank
First National Bank of PA
First Union
Hill District Federal Credit Union
INVEST
Iron & Glass Bank
JP Morgan
Laurel Savings Bank
Mellon
National City
Northside
Northwest (**acquired Bell Federal Savings and Loan**)
PA Local Government Investment Trust
PA School Liquid Asset Fund
Parkvale Savings Bank
PNC Bank/Black Rock
Sky Financial Group
Wachovia

RESOLVED, FINALLY, That institutions that open branch offices within unserviced neighborhoods within the School District of Pittsburgh be rewarded by our providing targeted investments to those institutions as long as interest rates permit.

6. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to adopt the attached action plans in response to the Auditor General's report. (See Attachment C6a)
7. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh approve the settlement of Foley v. City of Pittsburgh, G.D 03-7130 negotiated by its proper officers and Special Counsel in accordance with the authority granted by the Board at their July 23, 2003 legislative meeting, and

RESOLVED, FINALLY, That the Board approve payment of attorney's fees for claimants counsel not to exceed \$16,303, payable from the Comprehensive General Liability Fund.

8. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to adopt the resolution authorizing the disposition of certain unused an unnecessary computer equipment to students within the District or to a computer recycling company. (See Attachment C8a)
9. **RESOLUTION** of the Board of Public Education of the School District of Pittsburgh adopting and authorizing participation in a tax increment financing plan presented by the Urban Redevelopment Authority of Pittsburgh, and authorizing related agreements. (See Attachment C9a)
10. **RESOLVED**, That the Board of Directors authorize its proper officers to extend the pilot program for cooperative purchasing of computer hardware and peripherals with the Allegheny Intermediate Unit to include its member districts.

D. TRANSFER OF FUNDS

1. General Fund Budget Transfer – Life Insurance

E. INFORMATION ITEMS

School Directors have received information on the following:

1. Progress Report on Construction Projects and Small Contract Awards
2. Travel Reimbursement Applications – January, 2004
3. Travel Report – January, 2004
4. Worker's Compensation Claims for the Month of January, 2004

Respectfully submitted,

Floyd McCrea, Chairperson
Committee on Business/Finance

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS
OF THE SCHOOL DISTRICT OF PITTSBURGH
(ALLEGHENY COUNTY, PENNSYLVANIA)
ADOPTED FEBRUARY 24, 2004

**FORMAL ACTION CONSTITUTING A DEBT ORDINANCE
UNDER THE LOCAL GOVERNMENT UNIT DEBT ACT**

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, REFUNDING SERIES A OF 2004 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE HUNDRED EIGHT MILLION SEVEN HUNDRED FIVE THOUSAND DOLLARS (\$108,705,000); COVENANTING TO PAY, AND PLEDGING UNLIMITED TAXING POWER FOR THE PAYMENT OF, THE BONDS; ESTABLISHING A SINKING FUND AND APPOINTING A SINKING FUND DEPOSITORY; FIXING THE FORM, INTEREST RATE, MATURITY, REDEMPTION AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE BONDS.

Co - Bond Counsel:

Wayne D. Gerhold, Esq.
U.S. Steel Tower
Suite 4680
600 Grant Street
Pittsburgh, PA 15219

R. Darryl Ponton & Associates
4415 Fifth Avenue
Pittsburgh, PA 12513

Solicitors:

Stephanie Royal, Esq., Esq.
The School District of Pittsburgh
341 South Bellefield Avenue
Pittsburgh, PA 15213

Law Office of Ira Weiss
503 Fort Pitt Commons Building
445 Fort Pitt Boulevard
Pittsburgh, PA 15219

WHEREAS, the Governing Body of the Local Government Unit, after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Project hereinafter described; and

WHEREAS, the Governing Body of the Local Government Unit desires to incur indebtedness, within constitutional and statutory limitations, in order to undertake the Project; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), as amended (the "Debt Act"), with which this Debt Ordinance and all related proceedings of the Local Government Unit and all duly authorized actions of its officers are intended to comply;

NOW, THEREFORE, BE IT, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Local Government Unit as follows:

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise, the following terms, for all purposes of this Debt Ordinance, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Ordinance, should be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction.

Words or phrases importing the masculine gender should be read and understood to include the feminine and neuter genders and those importing number include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, means and includes corporations, associations and public bodies and their successors unless the context indicates otherwise.

"Authentication Date" means that date or those dates, individual to respective Bonds, upon which the Sinking Fund Depository will execute and deliver a new and original instrument upon the transfer, exchange or other processing for registration of a Bond, thereby authenticating it as a valid and outstanding obligation of the Local Government Unit.

"Authorized Investments" means: (a) **as to the proceeds of the Bonds:** (i) United States Treasury bills; (ii) short-term obligations of the United States Government or its agencies or instrumentalities; (iii) deposits in savings accounts or time deposits or share accounts of institutions (including the Sinking Fund Depository) insured by the Federal Deposit Insurance Corporation, Federal Savings & Loan Insurance Corporation, or National Credit Union Share Insurance Fund, to the extent that such accounts are so insured, and, for any amounts above the insured maximum, if approved collateral as provided by law is pledged by the depository (including collateral pooled in accordance with the Act of August 6, 1971, P.L. 281, No. 72, relating to pledges of assets to secure deposits of public funds); and (iv) obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; and (b) **as to moneys at any time on deposit in the Sinking Fund:** (i) obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America; (ii) direct general obligations of the Commonwealth of Pennsylvania, or in any securities in which the Commonwealth may, at such time, invest its moneys; or (iii) deposits at interest in time accounts, certificates of deposit or other interest bearing accounts of any bank, bank and trust company (including the Sinking Fund Depository), savings bank, savings and loan association or building and loan association. The authorization set forth above for investment in obligations of the United States of America includes money market funds invested solely in such obligations, including any such funds maintained by the Sinking

Fund Depository. To the extent that any such deposits described in (b)(iii) above are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits must be secured as public deposits or as trust funds. However, in all events the investments must be made in a manner consistent with sound business practice and, if required for prompt expenditure, must be held in demand deposits. In the event, from time to time, and to the extent such investments may periodically require valuation, their value is to be determined on the following bases (and if more than one basis applies, according to the lowest of them): (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal -- the arithmetic mean of the bid and asked prices for such investments so published on or immediately prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal -- the average bid price established for such investments by any three nationally recognized government securities dealers at the time making a market in such investments or the average bid price published by a nationally recognized pricing service; and (c) as to time deposits, certificates of deposit and bankers' acceptances -- the face amount thereof, plus accrued interest.

"Bonds" means the General Obligation Bonds, Refunding Series A of 2004, not to exceed the aggregate principal amount of \$108,705,000, which are hereinafter authorized to be issued, sold and delivered for purposes of the Project, and which constitute instruments imposing an obligation upon the Local Government Unit for the repayment of money borrowed. The Bonds will be printed substantially in the forms provided in Section 4.13 and will fall within the definition of "Security" set forth in, and otherwise will be governed by, Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single Bond or several Bonds.

"Bond Counsel" means Wayne D. Gerhold, Esq., Pittsburgh, Pennsylvania and R. Darryl Ponton & Associates, Pittsburgh, Pennsylvania.

"Bond Insurance Policy" means that standard policy of insurance, to be issued in order to insure timely payment of the principal of and interest on the Bonds to the owners thereof, upon satisfaction of all preconditions set forth in the Bond Insurance Policy, as specifically noted by a legend or other appropriate text hereby authorized to be printed on the Bonds themselves.

"Dated Date" means that date upon which interest will begin to accrue on the Bonds, as determined and fixed by the Local Government Unit and the Purchaser pursuant to the Purchase Proposal.

"Debt Ordinance" means this document, being the formal action taken by the Local Government Unit according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the debt represented by the Bonds. The term applies whether, under the law and current practices of the Local Government Unit, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

"Designated Officer(s)" means and includes, individually or jointly, the President of the Board of Public Education, the Vice Presidents, the Secretary and Assistant Secretaries (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the Local Government Unit hereby authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Bonds and compliance with the Debt Act.

"Financial Advisor" means Public Financial Management, Inc., Two Logan Square, Suite 1600, 18th & Arch Streets, Philadelphia, PA 19103.

"First Interest Payment Date" means that date upon which interest on the Bonds is first payable, as determined and fixed by the Local Government and the Purchaser pursuant to the Purchase Proposal.

"Governing Body" means the Board of Public Education of the Local Government Unit, being that entity authorized by law to fix the rate of, and to levy, taxes within the Local Government Unit.

"Insurer" means the issuer of the Bond Insurance Policy, as identified in the Purchase Proposal.

"Interest Payment Date(s)" means, singularly or jointly, March 1 and September 1 of each year during the term of the Bonds, commencing with the First Interest Payment Date.

"Local Government Unit" means The School District of Pittsburgh, situated in the County of Allegheny, a school district of the first class A of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, particularly the Public School Code of 1949, as amended.

"Mandatory Redemption Date(s)" means those dates on which outstanding Bonds will be mandatorily redeemed by the Local Government Unit in accordance with the terms of the Bonds and the Purchase Proposal.

"Maturity Date(s)" means those dates on which the Bonds mature in accordance with their terms, as determined and fixed by the Local Government Unit and the Purchaser pursuant to the Purchase Proposal.

"Optional Redemption Date" means the first date on which the outstanding Bonds could be redeemed, on whole or in part, at the option of the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser pursuant to the Purchase Proposal.

"Prior Bonds" means all or a portion of any one or more of the Refundable Bonds which have been determined by the Local Government Unit and the financial Advisor, to be those bonds which, when refunded, will return an overall net present value debt service savings of 3%.

"Project" means the payment of the costs associated with: (1) the current or advance refunding, as appropriate, in order to achieve debt service savings over the life of the respective series, of all or a portion of the School Districts General Obligation Bonds (a) Series of 1998, (b) Series of 1999, (c) Series of 2000, (d) Series of 2001, (e) Series B of 2002, (f) Series of 2003 and (g) Series A of 2003; and (2) paying all costs and expenses incurred by the School District in connection with the issuance and sale of the Bonds.

Reasonable estimates of the cost of the Project, which is not less than the principal amount of the indebtedness authorized hereby, together with the estimated useful life of the capital assets financed by the proceeds of the Prior Bonds (being, on a weighted average, in excess of twenty (20) years), have been obtained with the assistance of engineers, architects, financial advisors and other persons qualified by experience. Nothing contained herein prohibits the Governing Body, under proper enactment of an ordinance and compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the Project.

"Purchase Price" means 99.545% of the principal amount of the bonds, plus net original issue premium, minus net original issue discount, together with accrued interest to the date of delivery of the Bonds.

"Purchase Proposal" means the proposal submitted to the Local Government Unit by the Purchaser dated February 24, 2004, together with the written agreement for the purchase of the Bonds, to be presented by the Purchaser, and accepted by the Local Government Unit upon condition that the refunding of the Prior Bonds achieves net present value savings of 3% over the current debt service on the Prior Bonds.

"Purchaser" means UBS/Paine Webber, Municipal Securities Group, 1285 Avenue of the Americas, New York, NY 10019.

"Record Date(s)" means, singularly or jointly, February 15 and August 15 of each year during the term of the Bonds, as each such date precedes a respective Interest Payment Date.

"Redemption Price" means 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption.

"Sinking Fund Depository" means National City Bank of Pennsylvania, a bank or bank and trust company (or wholly owned subsidiary of the same) located and lawfully conducting a banking or trust business in the Commonwealth of Pennsylvania, having its principal corporate trust office at 20 Stanwix Street, 16th Floor, Pittsburgh, PA 15222-4802. The bank will assume, undertake and perform the duties of the Sinking Fund

Depository specified by this Debt Ordinance or contained in the Debt Act, and will further act as Paying Agent and Registrar in respect of the Bonds, according to the provisions of this Debt Ordinance and the Debt Act and in compliance at all times with then-current industry standards and practices.

Notwithstanding the foregoing, if the payment of the Bonds has been insured to the owners by a duly issued and outstanding Bond Insurance Policy, the Sinking Fund Depository must be, and remain at all times, acceptable to the Insurer, who will be empowered to request of the Local Government Unit the appointment of a successor for cause shown.

"Solicitor" means Stephanie Royal, Esq., 341 South Bellefield Avenue, Pittsburgh, PA 15213 and Law Offices of Ira Weiss, 503 Fort Pitt Commons Building, 445 Fort Pitt Boulevard.

"Term Bonds" means those Bonds subject to mandatory redemption prior to maturity as determined and fixed by the Local Government Unit and the Purchaser pursuant to the Purchase Proposal.

--END OF ARTICLE 1--

ARTICLE 2 -- AUTHORIZATION OF DEBT

Section 2.01. Incurrence. The Local Government Unit does hereby authorize and direct the incurrence of nonelectoral debt in an amount not to exceed the aggregate principal amount of \$108,705,000 for the purposes of the Project; such debt will be evidenced by the Bonds, to be issued, sold and delivered according to the provisions the Purchase Proposal, when executed, this Debt Ordinance and the Debt Act, as general obligations of the Local Government Unit.

Section 2.02. Preparation of Debt Statement; Exclusion of Indebtedness. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the Local Government Unit, including therewith a certification of the Borrowing Base, and, if desired, any statements required by Chapter 81, Subchapter B of the Debt Act necessary to qualify all or any portion of this, or any prior outstanding, debt for exclusion from the appropriate debt limit as self-liquidating or subsidized debt; all previous actions of Designated Officers in this regard are hereby ratified and confirmed.

Section 2.03. Proceedings Before the Department. The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the Local Government Unit relative to this incurrence of debt with the Department of Community and Economic Development and to respond to all inquiries or requests and to perform all other actions necessary to enable the Department to certify its approval to issue, sell and deliver the Bonds.

Section 2.04. Stated Maturity Dates. The Local Government Unit hereby finds and determines that: (1) the Bonds are to be issued with: (a) a final stated maturity date which does not exceed the sooner to occur of forty years or the useful life of the Project; and (b) an initial stated installment or maturity of principal which has not been deferred beyond one year from the date of expected completion of the Project; and (2) the stated maturities, or principal installments subject to mandatory redemption, of the Bonds have been fixed either: (a) so as to amortize the Bonds on at least an approximately level debt service plan during the period specified for the payment of principal under Section 8142(c) of the Debt Act; or (b) in the alternative, in the event that an Exhibit B has been properly completed and is attached to this Debt Ordinance and thereby incorporated by reference herein, so that the debt service on outstanding debt of the Local Government Unit (being the Bonds, together with such other debt as has been identified on Exhibit B or provided to the Pennsylvania Department of Community and Economic Development) will be brought more nearly into an over-all level annual debt service plan.

--END OF ARTICLE 2--

ARTICLE 3 -- SECURITY FOR DEBT; SINKING FUND

Section 3.01. General Obligation Covenant. The Bonds will be general obligations of the Local Government Unit. The Local Government Unit hereby covenants with the owners from time to time of the Bonds to: (a) include the amount necessary to service the debt on the Bonds, for each fiscal year in which such sums are payable, in its budget for that year; (b) appropriate such amounts from its general revenues to the payment of the debt service; and (c) duly and punctually pay, or cause to be paid, from its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Bonds at the dates and place and in the manner stated in the Bonds, according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Bonds, the Local Government Unit hereby irrevocably pledges its full faith, credit and taxing power. The maximum amounts of debt service covenanted to be paid are set forth in Exhibit A, attached to this Debt Ordinance and incorporated by reference.

As provided in the Debt Act, the foregoing covenants are specifically enforceable. Notwithstanding the foregoing, nothing contained herein prohibits or restrains the authorization, issuance, sale or delivery of additional general obligation bonds or notes of the Local Government Unit on a parity with this Series of Bonds, upon adoption of an appropriate covenant to budget, appropriate and pay additional taxes and other revenues and funds for the payment and security of such additional obligations.

Section 3.02. Creation of Sinking Fund. The Local Government Unit does hereby create, and order to be established (in its name and identified by reference to the Series of Bonds), a Sinking Fund for the payment of the Bonds with the Sinking Fund Depository, and does further covenant to maintain such Sinking Fund until the Bonds are paid in full. The Designated Officer is hereby authorized and directed to contract with the Sinking Fund Depository for its services in such capacity, together with its services as Paying Agent and Registrar for the Bonds.

Section 3.03. Deposits into Sinking Fund. The Local Government Unit covenants with the owners of the Bonds, and a Designated Officer (according to the duties specified in Section 1003 of the Debt Act) is hereby authorized and directed, to withdraw from the General Fund (or in the event debt service charges have been capitalized, from any Project fund hereafter established with the proceeds of the Bonds, as authorized in Section 11.04) and to deposit into the Sinking Fund on or before the appropriate Interest Payment Dates (or as and when otherwise due by their terms and in order to provide same-day, available funds for timely payment), amounts sufficient to pay: (a) the interest on the Bonds

then outstanding; and (b) the principal of the Bonds then maturing or subject to redemption on each such Interest Payment Date as set forth in Section 3.01.

Section 3.04. Investment of Sinking Fund. All moneys in the Sinking Fund not required for prompt expenditure may, in accordance with written or telephonic (if subsequently confirmed in writing according to the reasonable practices and requests of the Sinking Fund Depository) instructions of a Designated Officer, be invested in Authorized Investments.

Authorized Investments must mature or must be subject to redemption, withdrawal or collection in their full amount at the option of the Sinking Fund Depository not later than the date upon which moneys are required to be paid to owners of the Bonds. All moneys in the Sinking Fund must be applied exclusively to the payment of the Bonds as they become due and payable. All moneys deposited into the Sinking Fund and all investments and proceeds thereof will be subject to a perfected security interest for the benefit of the owners of the Bonds. Income received from any deposit or investment within the Sinking Fund must remain within and be a part of the Sinking Fund and all such amounts may be applied in reduction or completion of any amount covenanted under Section 3.01 hereof to be deposited therein; provided, however, that the obligation of the Local Government Unit to pay the Bonds is, and will remain, absolute, and may not be satisfied or reduced merely by the deposit of moneys into the Sinking Fund or from the expectation of earnings thereon.

--END OF ARTICLE 3--

ARTICLE 4 - TERMS AND PROVISIONS OF THE BONDS

Section 4.01. Dates, Maturity Amounts and Interest Rates. The Bonds will be identified by the Dated Date, will be dated as of the Authentication Dates, will bear (or accrue) interest at the rate(s) (or yield(s)), payable or compounded on the appropriate Interest Payment Dates, and will mature on the Maturity Dates and in the principal amounts (or maturity amounts) set forth in Section 3.01. The interest rates and principal amounts provided in Exhibit and constitute maximum interest rates and principal amounts per maturity. The final interest rates and principal amounts will be determined and fixed by the Local Government and the Purchaser pursuant to the Purchase Proposal.

Section 4.02. Optional Redemption. The Bonds scheduled to mature on a date after the Optional Redemption Date may be redeemed prior to maturity at the option of the Local Government Unit (a) in whole, on the Optional Redemption Date or on any date thereafter, or (b) in part, from time to time, on the Optional Redemption Date or on any date thereafter, by lot within a maturity, upon payment of the applicable Redemption Price.

Section 4.03. Mandatory Redemption. Term Bonds (if any) shall be redeemed prior to maturity by the Sinking Fund Depository without further authorization on the appropriate Mandatory Redemption Dates in the appropriate principal amounts as provided for in Article 1.

Section 4.04. Book Entry System. The Bonds will be issued in the form of one fully registered bond for the aggregate principal amount of the Bonds of each maturity, which Bonds will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). Initially, all of the Bonds will be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC requests that the Bonds be registered in the name of a different nominee, the Sinking Fund Depository must exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee of DTC. No person other than DTC or its nominee is entitled to receive from the Local Government Unit or the Sinking Fund Depository either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee transfers record ownership of all or any portions of the Bonds on the Register (as such term defined in Section 4.08), in connection with discontinuing the book entry system.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds will be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Ordinance. Each such payment to DTC or its nominee will be valid and effective to discharge fully all liability of the Local Government Unit or the Sinking Fund Depository with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Sinking Fund Depository will not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its

nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of the partial redemption provided that DTC must deliver to the Sinking Fund Depository, upon request, a written confirmation of the partial redemption and thereafter the records maintained by the Sinking Fund Depository will be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

The Local Government Unit and the Sinking Fund Depository may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Registered Owners and for all other purposes whatsoever; and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary. Neither the Local Government Unit nor the Sinking Fund Depository will have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being Registered Owner, with respect to either (1) the Bonds; or (2) the accuracy of any record maintained by DTC or any such participant; or (3) the payment by DTC or any participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (4) any notice which is permitted or required to be given to Registered Owners under this Ordinance; or (5) the selection by DTC or any participant of any person to receive payment in the event of partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as Registered Owner.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Registered Owners under this Ordinance will be given to DTC as provided in the blanket representation letter delivered to DTC.

In connection with any notice or other communication to be provided to Registered Owners pursuant to this Ordinance by the Local Government Unit or the Sinking Fund Depository with respect to any consent or other action to be taken by Registered Owners, DTC will consider the date of receipt of notice requesting such consent or other action as the record date for the consent or other action, provided that the Local Government Unit or the Sinking Fund Depository may establish a special record date for such consent or other action. The Local Government Unit or the Sinking Fund Depository must give DTC notice of the special record date not less than 10 days in advance of such special record date.

Any successor Sinking Fund Depository must, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the Local Government Unit and the

Sinking Fund Depository, DTC determines to resign as securities depository for the Bonds; or (2) after notice to DTC and the Sinking Fund Depository, the Local Government Unit determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interest of the Local Government Unit. In either of such events (unless in the case described in clause (2) above, the Local Government Unit appoints a successor securities depository), the Bonds will be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Local Government Unit or the Sinking Fund Depository for the accuracy of such designation. Whenever DTC requests the Local Government Unit and the Sinking Fund Depository to do so, the Local Government Unit and the Sinking Fund Depository must cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds. The Bonds will also carry CUSIP numbers as a convenience to owners.

Section 4.05. Interest Payments; Accrual. The Bonds will bear interest, payable in arrears, initially on the First Interest Payment Date and then on each Interest Payment Date subsequent for the respective preceding period; provided, further, that interest may be paid from an Interest Payment Date next preceding the date of a Bond except when the date of such Bond is a date to which interest has been so paid, then from the date of such Bond, or when either (1) the date of such Bonds is prior to the First Interest Payment Date, or (2) no interest has been paid, then from the Dated Date.

Section 4.06. Record Date; Payments on Default. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date, Redemption Date or Maturity Date will be entitled to receive the amounts payable on such payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such payment date.

When, if, and to the extent, the Local Government Unit defaults in the payment of any amount due, any moneys collected for such payment, as and when collected from time to time, may be paid to the persons in whose names Bonds are registered at the close of business on a Special Record Date established by the Sinking Fund Depository, notice of which must be mailed to all Registered Owners of Bonds not less than ten days prior to the Special Record Date.

Section 4.07. Funds for Payment. The Bonds will be payable at the offices of the Sinking Fund Depository in the coin or currency of the United States of America that is legal tender for the payment of public and private debts at the time and place of payment; provided, however, in the absence of written demand for such payment by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, all payments of the Bonds will be made by check or draft drawn on the Sinking Fund

Depository and mailed, first class, postage prepaid, to the owner at the address that appears in the Register, following presentation at the offices of the Sinking Fund Depository.

Section 4.08. Registration and Transfer. The Local Government Unit shall cause to be kept with the Sinking Fund Depository, in its capacity as Registrar, a Register in which, subject to reasonable regulations, the Local Government Unit will provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond will be valid unless made at the offices of the Sinking Fund Depository and registered in the Register.

Upon surrender for registration of transfer of any Bond, the Local Government Unit must execute, and the Sinking Fund Depository will authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same yield and maturity, and in the same principal amount, as the Bond so surrendered.

Any Bond will be exchangeable for other Bonds of the same yield and maturity, in any authorized denomination, in the same principal amount as the Bond or Bonds presented for exchange. Upon surrender for exchange of any Bond, the Local Government Unit must execute, and the Sinking Fund Depository must authenticate and deliver in exchange therefor, the new Bond or Bonds which the Registered Owner making the exchange is entitled to receive.

All Bonds issued upon any registration of transfer or exchange will be valid obligations of the Local Government Unit, evidencing the same indebtedness and entitled to the same benefits under this Debt Ordinance as the Bonds surrendered for such registration of transfer or exchange. All Bonds so surrendered must be cancelled and may be destroyed by the Sinking Fund Depository.

Every Bond presented or surrendered for registration of transfer or exchange must be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository, duly executed by the owner thereof or the duly authorized agent or legal representative of the owner.

No service charge will be imposed on any Registered Owner for any transfer or exchange of any Bond, but the Local Government Unit may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Local Government Unit, nor the Sinking Fund Depository, will be required to: (a) issue, or register the transfer or exchange of, any Bond during a period of fifteen (15) business days before any date of selection of Bonds to be redeemed; or (b) register the transfer or exchange of any Bond after it has been selected for redemption.

The Bonds will be initially registered in accordance with instructions submitted to the Sinking Fund Depository by the Purchaser.

Section 4.09. Execution and Authentication. The Bonds will be executed on behalf of the Local Government Unit by the Designated Officers, and will have a facsimile of the corporate seal of the Local Government Unit affixed thereto, duly attested. The Bonds will be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Sinking Fund Depository. No Bond will be valid until the Certificate of Authentication has been duly executed and such authentication will be the conclusive and only proof that any Bond has been issued pursuant to, and is entitled to any benefits conferred under, the provisions of this Debt Ordinance. To the extent that any one signature on a Bond (including the signature of the officer of the Sinking Fund Depository) is manual, all other signatures may be by facsimile.

Section 4.10. Notices, Selection of Bonds for Redemption. Notice of any redemption must be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the applicable redemption date, to the Registered Owners of Bonds to be redeemed at the addresses which appear in the Bond Register on the fifth business day preceding the date selected for the mailing of such notice and to the Insurer and the Rating Agency. Neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond will affect the validity of the proceedings for the redemption of any other Bond. If the Local Government Unit has duly given notice of redemption and has deposited funds for the payment of the Redemption Price of the Bonds with the Sinking Fund Depository, interest on such Bonds will cease to accrue after the redemption date.

Notices of redemption must be dated and must state: (a) the redemption date; (b) the Redemption Price; (c) if less than all outstanding Bonds are to be redeemed, the identification numbers and the respective principal amounts of the Bonds to be redeemed; (d) the applicable CUSIP numbers of the Bonds called for redemption (if then generally in use, but must state that no representation is made as to the correctness of the numbers either as printed on the Bonds or as contained in the notice and that reliance may be placed only on the identification numbers printed on the Bonds); (e) that on the redemption date the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption, and that interest thereon will cease to accrue from and after that date; and (f) that the Bonds are to be surrendered for payment at the principal corporate trust office of the Sinking Fund Depository.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Sinking Fund Depository will select by lot the Bonds to be redeemed at such time.

Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the maturity amount of \$5,000 or any integral multiple thereof. Prior to selecting Bonds for redemption, the Sinking Fund Depository will assign numbers to each \$5,000 portion of any Bond of a denomination larger than \$5,000 and will treat each portion

as a separate Bond in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Sinking Fund Depository will authenticate and deliver to the owner a new Bond or Bonds of the same maturity and in any authorized denominations requested by the owner in a maturity amount equal to the unredeemed portion of the Bond surrendered.

Section 4.11. Temporary Bonds. Bonds in definitive form must be fully engraved or typewritten, or printed or lithographed on steel-engraved borders. Until bonds in definitive form are ready for delivery, the Local Government Unit may execute, and upon request the Sinking Fund Depository must authenticate and deliver, in lieu thereof and subject to the same provisions, limitations and conditions, one or more printed, lithographed or typewritten bonds in temporary form, substantially in the form described in Section 4.13, and with appropriate omissions, variations and insertions. Until exchanged for bonds in definitive form, such bonds in temporary form will be valid obligations entitled to the benefit of this Debt Ordinance. The Local Government Unit must, without unreasonable delay, prepare, execute and deliver to the Sinking Fund Depository, and thereupon, upon the presentation and surrender of any bond or bonds in temporary form, the Sinking Fund Depository shall authenticate and deliver, in exchange therefor, a bond or bonds in definitive form of the same maturity for the same aggregate maturity amount as the bond or bonds in temporary form surrendered. Such exchange will be made by the Local Government Unit at its own expense and without making any charge therefor.

Section 4.12. Bonds Lost or Destroyed. Upon receipt by the Local Government Unit and the Sinking Fund Depository of evidence satisfactory to both of them that any outstanding Bond has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, the Local Government Unit may, in its discretion, execute and thereupon the Sinking Fund Depository must authenticate and deliver a new Bond of the same maturity and of like tenor in exchange and substitution for, and upon surrender and cancellation of, the mutilated Bond, or in lieu of and in substitution for the Bond so destroyed, lost or stolen. The Local Government Unit may, for each new Bond authenticated and delivered under the provisions of this Section, require the payment of expenses, including counsel fees. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be destroyed, lost or stolen, will constitute an original additional and independent contractual obligation on the part of the Local Government Unit whether or not the Bond so alleged to be destroyed, lost or stolen is at any time enforceable by anyone, and will be equally and proportionately entitled to the benefits of this Debt Ordinance with all other Bonds issued hereunder, and all limitations and debt limits imposed by the Debt Act will be increased to the extent necessary to validate such new Bonds.

Section 4.13. Form of the Bonds. The Bonds will be substantially in the following form(s):

THE SCHOOL DISTRICT OF PITTSBURGH
(ALLEGHENY COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BOND, REFUNDING SERIES A of 2004

| | | | |
|-------------------|----------------------|----------------------|--------------|
| <u>DATED DATE</u> | <u>INTEREST RATE</u> | <u>MATURITY DATE</u> | <u>CUSIP</u> |
|-------------------|----------------------|----------------------|--------------|

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The School District of Pittsburgh (Allegheny County, Pennsylvania) (the "Local Government Unit"), a school district of the first class A of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, for value received and intending to be legally bound, hereby acknowledges itself indebted and promises to pay, as a General Obligation of the Local Government Unit, to the Registered Owner hereof, on the Maturity Date stated above, upon presentation and surrender hereof (unless this Bond, if redeemable, has been duly called for previous redemption and payment of the Redemption Price made or provided for) the Principal Amount stated above and to pay interest thereon at the Interest Rate per annum stated above, semiannually on March 1 and September 1 in each year during the term of this Bond from the most recent September 1 and March 1, respectively, to which interest has been paid or provided for (or from the Dated Date if the Authentication Date of this Bond precedes _____, which is the first date for payment of interest) until full payment of the Principal Amount to the Registered Owner has been made or provided for.

The principal of, interest on, and premium, if any, on this Bond are payable in the coin or currency of the United States of America that, at the time and place of payment, is legal tender for payment of public and private debts, at the principal corporate trust office of National City Bank of Pennsylvania, Pittsburgh, Pennsylvania, in its capacity as Sinking Fund Depository, Paying Agent and Registrar (the "Sinking Fund Depository"); provided that, absent written demand by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, periodic payments of current interest will be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the Registered Owner on the appropriate Record Date at the address that appears on the Register described below, and that payment of principal will be made in like manner following presentation at the offices of the Sinking Fund Depository.

This Bond will not be valid or become obligatory for any purpose unless the Certificate of Authentication is signed by the manual signature of an authorized officer of the Sinking Fund Depository.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE LOCAL GOVERNMENT UNIT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

This Bond is one of a duly authorized series of bonds, designated "General Obligation Bonds, Refunding Series A of 2004" of the Local Government Unit (the "Bonds"), issued in accordance with the Local Government Unit Debt Act of the General Assembly of the Commonwealth of Pennsylvania, Act of December 19, 1996 (P.L. 1158, No. 177, as amended (the "Debt Act"), pursuant to all the terms and provisions of the formal action of the Local Government Unit (the "Debt Ordinance"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

Interest payable on any Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the February 15 or August 15 (the "Record Date") immediately preceding the applicable Interest Payment Date. Any interest which is not deposited with the Sinking Fund Depository on or before any Interest Payment Date for payment to the Registered Owner of record on the Record Date will forthwith cease to be payable to such Registered Owner on the Record Date, and will be paid to the person in whose name this Bond is registered on a Special Record Date for the payment of such defaulted interest to be fixed by the Sinking Fund Depository, notice of which shall be given to all Registered Owners not less than 10 days prior to the Special Record Date.

The Bonds maturing on and after _____, are subject to redemption at the option of the Local Government Unit prior to their stated Maturity Dates, as a whole or in part (by lot within a maturity) on _____, or on any date thereafter, upon payment of the Redemption Price of 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption.

The Bonds maturing _____ of the years _____, _____ and _____ are subject to mandatory redemption prior to their stated Maturity Date, on _____ of the years _____, _____, and _____ upon payment of the Redemption Price of 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Bonds to be called for redemption at such time will be chosen by the Sinking Fund Depository, by lot.

Notice of redemption of any Bond will be given to the Registered Owner of such Bond by first class mail, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Debt Ordinance. A portion of a Bond of a denomination larger than \$5,000 may be redeemed, and in such case, upon the surrender of such Bond, there will be issued to the Registered Owner thereof, without charge, a registered Bond or Bonds for the unredeemed balance of the principal amount of such Bond, all as more fully set forth in the Debt Ordinance. If notice of redemption is duly given, the Bonds or portions thereof specified in that notice shall become due and payable at the applicable Redemption Price on the designated redemption date, and if, on such date, moneys are held by the Sinking Fund Depository for the payment of the Redemption Price of the Bonds to be redeemed, together with interest to the date fixed for redemption, then from and after such date interest on that Bonds will cease to accrue.

The Local Government Unit, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Sinking Fund Depository to use such numbers in notices of redemption and other notices, if any, as a convenience to the Registered Owners of the Bonds. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

This Bond may be transferred or exchanged only on the Register maintained by the Local Government Unit at the offices of the Sinking Fund Depository upon surrender hereof by the Registered Owner at such office duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the Registered Owner or the duly authorized agent or legal representative of the Registered Owner, in each case, in form and with a guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository. No service charge will be imposed on any Registered Owner of any Bond for any transfer or exchange of any Bond, but the Local Government Unit may require payment of any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Local Government Unit is not required to register the transfer or exchange of any Bond: (a) during the period of fifteen (15) business days before any date of selection of Bonds to be redeemed or (b) after such Bond has been selected for redemption.

Subject to the provisions of this Bond and of the Debt Ordinance, the Sinking Fund Depository may treat the Registered Owner of this Bond as the absolute owner hereof, for all purposes, whether or not this Bond is overdue, and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary.

This Bond is hereby declared to be a general obligation of the Local Government Unit. The Local Government Unit hereby covenants with the Registered Owner of this Bond to include the amount necessary to pay the debt service hereon, in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts from its general revenues to the payment of the debt service and to duly and punctually pay or cause to be paid from its Sinking Fund or any other of its revenues or funds the principal of this Bond and the interest hereon on the dates, at the place and in the manner stated herein, according to the true intent and meaning hereof.

It is hereby certified that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Local Government Unit, is within every debt and other limit applicable to the Local Government Unit prescribed by the Constitution and the laws of the Commonwealth of Pennsylvania; that the Local Government Unit has established with the Sinking Fund Depository a Sinking Fund for this Bond and will deposit therein amounts sufficient to pay the principal of and interest on this Bond when due and payable; and that for the prompt and full payment of all obligations under this Bond, the full faith, credit and taxing power of the Local Government Unit are hereby irrevocably pledged.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent, attorney or employee, past, present or future, of the Local Government Unit, as such, either directly or through the Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance and acceptance of this Bond.

IN WITNESS WHEREOF, the Local Government Unit has caused this Bond to be duly executed in its name by the facsimile signature of its President of the Board of Public Education, together with a facsimile of its corporate seal affixed hereto duly attested by the facsimile signature of an Assistant Secretary, and dated as of the Date of its Authentication.

ATTEST:

THE SCHOOL DISTRICT OF
PITTSBURGH

Assistant Secretary

President, Board of Public Education

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the issue of \$_____ The School District of Pittsburgh (Allegheny County, Pennsylvania), General Obligation Bonds, Refunding Series A of 2004 authorized by the within-mentioned Debt Ordinance.

The Opinion attached hereto are the opinions of Wayne D. Gerhold, Esq. and R. Darryl Ponton & Associates, Co-Bond Counsel, each of Pittsburgh, Pennsylvania, executed counterparts of which, dated the date of delivery of and payment for the Series of Bonds of which this Bond is one, is on file at the offices of the Sinking Fund Depository.

NATIONAL CITY BANK OF
PENNSYLVANIA,
as Sinking Fund Depository
and Paying Agent

AUTHENTICATION DATE:

Authorized Officer

_____, 20

TEXT OF OPINIONS OF WAYNE D. GERGOLD, ESQ. AND R. DARRYL PONTON & ASSOCIATES DELIVERED IN RESPECT OF \$_____ THE SCHOOL DISTRICT OF PITTSBURGH (ALLEGHENY COUNTY, PENNSYLVANIA) GENERAL OBLIGATION BONDS, REFUNDING SERIES A OF 2004.

[OPINION OF BOND COUNSEL]

[TEXT OF BOND INSURANCE LEGEND, IF ANY]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers
unto

Please insert Social Security
or other identifying number
of assignee

Please print or typewrite name and address
including postal zip code of transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ Agent to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated

Signature(s) Guaranteed:

NOTICE: Signature(s) must be
guaranteed by a member firm of
an approved Signature Guarantee
Medallion Program.

NOTICE: The signature(s) to
this assignment must
correspond with the name(s) as
written upon the face of the
Bond, in every particular,
without alteration or
enlargement, or any change
whatever.

ARTICLE 5 -- CONCERNING THE SINKING FUND DEPOSITORY

Section 5.01. Maintenance of Sinking Fund. The Sinking Fund Depository will maintain the Sinking Fund as a separate account and will, without further authorization other than as herein contained, pay, from moneys therein, the principal of, interest on and premium, if any, on the Bonds, as and when due, to the Registered Owners thereof.

Section 5.02. Unclaimed Funds. The Sinking Fund Depository will return to the Local Government Unit all moneys deposited and held in a Sinking Fund for the payment of Bonds which have not been claimed by the Registered Owners after two years from the date when payment is due, except where such funds are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository. Nothing in this Section or by reason of any action taken hereunder will relieve the Local Government Unit of its liability for payment to the Registered Owners of unrepresented Bonds.

Section 5.03. Registration Agents. In the event the Bonds are qualified by the Purchaser, or are otherwise determined to be eligible, for the deposit, book-entry, withdrawal and other related services of The Depository Trust Company (or another or additional recognized bond registration agent performing similar services), the Sinking Fund Depository must undertake and perform those additional duties which may be required of it in order to enable The Depository Trust Company (or other similar agent) to perform such services for its Participants, including the processing of transfers of registration within necessary time periods, the payment of Bonds by acceptable fund transfers and the delivery of adequate redemption and other payment notices.

Section 5.04. Liability of Sinking Fund Depository. The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it will not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in the appointment and retention of such person, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own gross negligence or willful misconduct. The Sinking Fund Depository will be protected and will incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the Local Government Unit full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Debt Ordinance and may further make or cause to be made independent investigations, at the expense of the Local Government Unit, concerning its affairs. The Sinking Fund Depository may consult with legal counsel to be selected and employed by it and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Section 5.05. Ownership of Bonds. The Sinking Fund Depository, in its individual capacity or as a fiduciary, may become the owner of Bonds, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the Local Government Unit not in derogation of the rights of the Registered Owners of the Bonds.

Section 5.06. Interpretation. The Sinking Fund Depository may construe any of the provisions of this Debt Ordinance insofar as it may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Sinking Fund Depository in good faith will be binding upon the Registered Owners of the Bonds.

Section 5.07. Fees and Expenses. The Sinking Fund Depository will be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other communications made to and received by the Local Government Unit in connection with the Bonds, if any, or, in all events, according to its usual, customary and reasonable schedule of fees and other charges.

Section 5.08. Removal; Resignation. The Sinking Fund Depository will serve in such capacity at the will of the Local Government Unit and may be removed, at any time, with or without cause, by the appointment of a qualified successor and upon sixty (60) days written notice to the Registered Owners of the Bonds and to the Sinking Fund Depository. Moreover, but if, and only in the event that, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository and any successor must be, and remain at all times, acceptable to the Insurer, who will be empowered to request the appointment of a successor for cause shown. The Sinking Fund Depository may at any time resign and be discharged of the trust hereby created by giving not less than sixty (60) days written notice to the Local Government Unit and the Registered Owners, specifying the date when the resignation will take effect, in the manner required for bond redemption notices in Section 4.10 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor sinking fund depository has been appointed by the Local Government Unit as hereinbefore provided, in which event the resignation will take effect immediately on the appointment of the successor.

Section 5.09. Duties upon Default. If the Local Government Unit fails or refuses to make any required deposit in the Sinking Fund, the Sinking Fund Depository shall (a) independent of events and actions of Registered Owners, any trustee or any court or administrative or judicial officer undertaken or occurring pursuant to the provisions of Article 6 hereof: (1) notify the Department of Community and Economic Development of the failure or refusal, in order to facilitate an inspection of the Sinking Fund by the Department pursuant to Section 8226 of the Debt Act; and (2) notify the Secretary of the Department of Education of the failure or refusal, in order to facilitate its duties regarding the withholding of State appropriations for payment to the Sinking Fund Depository

pursuant to Section 633 of the Public School Code of 1949, as amended; and (b) in conjunction with such events and actions under Article 6 hereof, may, and upon request of the Registered Owners of twenty-five percent (25%) in principal amount of outstanding Bonds and upon being indemnified against cost and expense must, exercise any remedy, provided in Article 6 of this Debt Ordinance, in the Debt Act or at law or in equity, for the equal and ratable benefit of the Registered Owners of the outstanding Bonds, and must disburse all funds so collected equally and ratably to the Registered Owners thereof, pursuant to the requirements of Subchapter D of Chapter 82 of the Debt Act.

Notwithstanding the foregoing, however, if, and only in the event, the payment of the Bonds has been insured to the Registered Owners by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository will diligently seek recovery of funds for the payment of the Bonds from the Insurer according to the terms of the Bond Insurance Policy and, in the event the terms of the Bond Insurance Policy are being fully met and satisfied by the Insurer, then the Sinking Fund Depository may undertake the remedies provided in subparagraph (b) of this Section 5.09 only after notice to, and with the consent of, the Insurer.

--END OF ARTICLE 5--

ARTICLE 6 -- DEFAULTS AND REMEDIES

Section 6.01. Failure to Budget Debt Service. Subject to the provision of Section 6.06, if applicable, if the Local Government Unit fails or refuses to make adequate provision in its budget for any fiscal year for the sums payable in respect of the Bonds, then at the suit of the Registered Owner of any Bond, the Court of Common Pleas of the county in which the Local Government Unit is located, (or, if located in more than one county, then of either) shall after a hearing held upon such notice to the Local Government Unit as the Court may direct, and upon a finding of such failure or neglect, by writ of mandamus, require the Designated Officer to pay into the Sinking Fund the first tax moneys or other available revenues or moneys thereafter received in such fiscal year by the Designated Officer until the sum on deposit in the Sinking Fund is equal to the moneys that should have been budgeted or appropriated for the Bonds.

Section 6.02. Failure to Pay Principal or Interest. Subject to the provisions of Section 6.06, if applicable, if the Local Government Unit fails or neglects to pay or cause to be paid the interest or principal on any of the Bonds, when due and payable, and the failure continues for thirty (30) days, the Registered Owner thereof shall, subject to any appropriate priorities created under the Debt Act, have the right to recover the amount due in an action in assumpsit in the Court of Common Pleas of the county in which the Local Government Unit is located (or, if located in more than one county, then of either). The judgment recovered will have an appropriate priority upon the moneys next coming into the treasury of the Local Government Unit.

Section 6.03. Trustee for Registered Owners.

(a) Subject to the provisions of Section 6.06, if applicable, but notwithstanding any other provision in this Debt Ordinance, if the Local Government Unit defaults in the payment of the principal of or the interest on the Bonds after the same shall become due, and such default shall continue for thirty (30) days, or if the Local Government Unit fails to comply with any provision of the Bonds or this Debt Ordinance, the Registered Owners of twenty-five percent in aggregate principal amount of the Bonds then outstanding, by an instrument or instruments filed in the office for the recorder of deeds in the county in which the Local Government Unit is located, signed and acknowledged in the same manner as a deed to be recorded, may appoint a trustee, who may be the Sinking Fund Depository, to represent the Registered Owners of all such bonds or notes, and such representation shall be exclusive for the purposes herein provided.

(b) Such trustee, may, and upon written request of the Registered Owners of twenty-five percent in principal amount of the Bonds then outstanding and upon being furnished with indemnity satisfactory to it must, in his, her or its own name take one or more of the actions set forth below and the taking of such actions will preclude similar action whether previously or subsequently initiated by individual Registered Owners of the Bonds:

(1) By mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Registered Owners of the Bonds or require the Local Government Unit to carry out any other agreement with the Registered Owners of the Bonds;

(2) Bring suit on the Bonds without the necessity for producing them;

(3) Petition the Court to levy, and the Court is hereby empowered to levy, after a hearing upon such notice to the owners of assessable real estate as the Court may prescribe, the amount due before or after the exercise of any right of acceleration on the Bonds plus estimated costs of collection upon all taxable real estate and other property subject to ad valorem taxation within the Local Government Unit, in proportion to the value thereof as assessed for tax purposes, and the trustee may collect, or cause the Local Government Unit to collect, such amounts as by foreclosure of a mortgage or security interest on the realty or other property if not paid on demand. Any assessment levied pursuant hereto will have the same priority and preference, as against other liens or mortgages on the real estate or security interests in fixtures thereon or other property, as a lien for unpaid taxes;

(4) By suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds;

(5) After thirty (30) days prior written notice to the Local Government Unit, declare the unpaid principal of all the Bonds to be, and it will thereby become, forthwith due and payable with interest at the rates stated in the Bonds until final payment (and, if all defaults are made good, then to annul such declaration and its consequences).

(c) If the Sinking Fund Depository is willing to serve and exercise the powers conferred upon a trustee appointed by this Section 6.03, no trustee appointed in the manner provided in this Section will have the powers herein set forth unless the appointment under this Section was executed by or pursuant to the authority of the Registered Owners of a principal amount of such Bonds sufficient to remove the originally appointed trustee.

(d) Proof of ownership of Bonds and of execution of instruments relative thereto must be made according to the provisions of Section 8114 of the Debt Act.

Section 6.04. Costs of Suits or Proceedings. In any suit, action or proceeding by or on behalf of the Registered Owners of defaulted Bonds, the fees and expenses of a trustee or receiver, including operating costs of a project and reasonable counsel fees, will constitute taxable costs, and all such costs and disbursements allowed by the court will be deemed additional principal due on the Bonds, and will be paid in full from any recovery prior to any distribution to the Registered Owners of the Bonds.

Section 6.05. Distribution of Moneys Realized for Registered Owners. Moneys or funds collected for the Registered Owners of defaulted Bonds will, after the payment of costs and fees as provided in Section 6.04, be applied by the trustee or receiver as follows:

(a) Unless the principal of all the Bonds has become or has been declared due and payable, (i) to the payment to the Registered Owners entitled thereto of all installments of interest then due in the order of their respective due dates and, if the amount available is not sufficient to pay any installment in full, then to the payment ratably, according to the amounts due on such installment, to the Registered Owners entitled thereto, without any discrimination or preference; and (ii) to the payment to the Registered Owners entitled thereto of the unpaid principal of any Bonds which has become due, whether at stated Maturity Dates or by call for redemption, in the order of their respective due dates, and if the amount available is not sufficient to pay in full all the Bonds due on any date, then to the payment ratably, according to the amounts of principal due on such dates, to the Registered Owners entitled thereto without any discrimination or preference;

(b) If the principal of all the Bonds has become or has been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, to the Registered Owners entitled thereto without any discrimination or preference.

Section 6.06. Bond Insurance Policy; Procedure for Payment Thereunder. Payment of the Bonds will be insured to the Registered Owners by the Bond Insurance Policy hereby authorized to be purchased upon the issuance and delivery of the Bonds.

No provisions of this Debt Ordinance, the Debt Act or otherwise arising at law or in equity for the enforcement of claims by Registered Owners for the payment of either principal or interest in respect of the Bonds will be effectuated without the consent of the Insurer, so long as the terms of the Bond Insurance Policy are being fully met and satisfied.

In the event that the principal and/or interest due on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, all covenants, agreements and other obligations of the Local Government Unit to the Registered Owners of the Bonds, under this Debt Ordinance and under the Debt Act, shall continue to exist and will run to the benefit of the Insurer, who will be subrogated to the rights of such Registered Owners. Accordingly, the Sinking Fund Depository must abide and follow all instructions of the Insurer for the prompt payment of the principal of and/or interest due on the Bonds to the Registered Owners, including provision of the Register to the Insurer, processing of checks or other remittances on behalf of the Insurer, collection of Bonds and notation of the Insurer's interest as subrogee within its records and on its books.

--END OF ARTICLE 6--

ARTICLE 7 -- AMENDMENTS AND MODIFICATIONS

Section 7.01. Amendments Without Consent. The Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who must accept the same, debt ordinances amending, modifying or supplemental hereto that are not inconsistent with the terms and provisions hereof and which do not adversely affect the rights of the Registered Owners of the Bonds (which modifying or supplemental debt ordinances will thereafter form a part hereof) for the following purposes:

- (a) to cure any ambiguity, formal defect or omission in this Debt Ordinance;
- (b) to grant or confer upon the Sinking Fund Depository for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred thereupon;
- (c) to add to this Debt Ordinance additional covenants and agreements thereafter to be observed by, or to surrender any right or power herein reserved to or conferred upon, the Local Government Unit; or
- (d) to amend the definition of the Project and change the purposes of the Bonds, in compliance with all provisions of the Debt Act.

Section 7.02. Amendments With Consent. With the consent of the Registered Owners of not less than sixty-six and two-thirds percent (66 2/3%) in outstanding principal amount of the Bonds, (and with the consent of the Insurer, if any) the Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who shall accept the same, debt ordinances amending, modifying or supplemental hereto for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of this Debt Ordinance or of modifying in any manner the rights of the Registered Owners of the Bonds; provided, however, that no such modifying or supplemental debt ordinance shall: (1) extend the fixed maturity date of any Bond, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or (ii) reduce the aforesaid percentage of Bonds, the Registered Owners of which are required to consent to any such modification or supplement, without the consent of the Registered Owners of all Bonds then outstanding. The consent of the Registered Owners for the particular form of any proposed modification or supplement is not necessary, if the consent approves the substance thereof.

Section 7.03. Acceptance of Amendment. The Sinking Fund Depository shall accept any amending, modifying or supplemental debt ordinance which the Local Government Unit is authorized to execute hereunder upon delivery of the following:

(a) The amending, modifying or supplemental debt ordinance, duly executed with proof of filing with the Department; and

(b) An opinion of Bond Counsel to the effect that such amending, modifying or supplemental debt ordinance was properly enacted, executed and delivered pursuant to: (i) the provisions of Section 7.01 hereof; or (ii) the provisions of Section 7.02 hereof and that the consent of the Registered Owners of the Bonds required hereunder has been secured, and that, in all events, the enactment, execution and delivery of such debt ordinance complies with all applicable requirements of law, including the Debt Act.

Section 7.04. Effect of Amendment. Upon the execution of any amending, modifying or supplemental debt ordinance pursuant to the provisions of this Article, this Debt Ordinance will be and be deemed to be amended, modified and supplemented in accordance therewith, and the respective rights, limitation of rights, obligations, duties and immunities of parties hereunder will thereafter be determined, exercised and enforced hereunder subject in all respects to the amendments, modifications and supplements, and all the terms and conditions of any such debt ordinance will be and be deemed to be part of the terms and conditions of this Debt Ordinance for any and all purposes.

Section 7.05. Notice of Amendment. Notice, including a summary description, of any amending, modifying or supplemental debt ordinance once effectuated will be confirmed promptly to all Registered Owners, and will be given to the Rating Agency and the Insurer in the same manner provided for notices of redemption in Section 4.10.

--END OF ARTICLE 7--

ARTICLE 8 -- DISCHARGE OF DEBT ORDINANCE

Section 8.01. If the Local Government Unit pays or causes to be paid unto the Registered Owners the principal of, the interest on and the premium, if any, on the Bonds, at the times and in the manner stipulated therein, then this Debt Ordinance and the estate and rights hereby granted will cease, determine and be void, and thereupon the Sinking Fund Depository will release, cancel and discharge the lien and obligations of this Debt Ordinance and deliver to the Local Government Unit any funds or documents at the time subject to the lien of this Debt Ordinance which may then be in its possession; provided, however, that until such time as full and complete payment is so made, this Debt Ordinance will be and remain in full force and effect.

Bonds, for the payment or redemption of which cash and/or securities which upon maturity will yield funds in the full amount required therefor shall have been deposited with the Sinking Fund Depository, whether upon or prior to the Maturity Date or the Redemption Date of such Bonds, will be deemed to be paid within the meaning of this Article, provided, however, that if such bonds are to be redeemed prior to the Maturity Date(s) thereof, notice of the redemption must have been duly given or adequate provision made thereof.

In the event that the principal and/or interest due on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, the Bonds will remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Local Government Unit, until full, proper and complete payment and reimbursement is made to the Insurer by the Local Government Unit pursuant to the Bond Insurance Policy.

--END OF ARTICLE 8--

ARTICLE 9 - FEDERAL INCOME TAX COVENANTS

Section 9.01. Compliance in General. The Local Government Unit hereby states its intention to comply with all the provisions of Sections 103 and 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended (the "Tax Code"); the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon the instruction of Bond Counsel, all those acts necessary and proper to the maintenance of the exclusion from gross income of the interest on the Bonds to the Registered Owners thereof conferred by those Sections, as interpreted by applicable regulations, rulings or other pronouncements of the Secretary of the United States Department of the Treasury.

Section 9.02. Not a Private Activity Bond; Taxing Powers. The Local Government Unit covenants that the Bonds are not an issue: (1)(a) more than 10 percent of the proceeds of which are to be used for any private business use, and (b) the payment of the principal of, or the interest on, more than 10 percent of the proceeds, directly or indirectly, is (x) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (y) to be derived from payments in respect of property, or borrowed money, used or to be used for a private business use; nor (2) the proceeds of which, in an amount exceeding the lesser of five percent of such proceeds, or \$5,000,000, are to be used to make or finance loans to persons other than governmental units.

The Local Government Unit certifies that it is a political subdivision and governmental unit with general taxing powers.

Section 9.03. Non-Arbitrage. The Local Government Unit covenants that no portion of the proceeds of the Bonds is reasonably expected (at the time of issuance of the Bonds) to be used, nor will intentionally be so used, directly or indirectly, (1) to acquire higher yielding investments, or (2) to replace funds which were used directly or indirectly to acquire higher yielding investments. This prohibition does not apply to proceeds invested in higher yielding investments (a) for a reasonable temporary period until such proceeds are needed for the purpose of the Bonds or (b) as a part of a reasonably required reserve or replacement fund. For these purposes, "higher yielding investment" means any investment property (generally, a security or debt obligation) that produces a yield over the term of the Bonds which is materially higher than the yield on the Bonds, but does not include any tax-exempt bond.

Section 9.04. Required Rebate. The Local Government Unit covenants to pay and rebate its arbitrage profits (being an amount equal to the sum of: (1) the excess of (a) the amount earned on all nonpurpose investments over (b) the amount which would have been earned if the nonpurpose investments were invested at a rate equal to the yield on the Bonds; plus (2) any income attributable to said excess [provided, further, that any gain or loss on the disposition of a nonpurpose investment will be taken into account] to the United States in accordance with the provisions of Section 148(f) of the Tax Code and regulations

thereunder, but only as and to the extent that none of the following exceptions apply to the Local Government Unit.

Exceptions. Rebate to the United States as described above shall not be required of the Local Government Unit if, and in the event that any one of the following exceptions applies: (i) **SIX MONTH SAFE HARBOR** -- the gross proceeds of the Bonds are expended for the Project by no later than the day which is six months after the date of issuance of the Bonds, or, the gross proceeds, except the lesser of five percent of the gross proceeds of the Bonds, or \$100,000, are so expended by said date and such remaining portion is expended by no later than the day which is one year after the date of issuance of the Bonds; (ii) **18-MONTH SPEND-DOWN** -- the following cumulative percentages of the gross and investment proceeds of the Bonds are expended for the Project by no later than the day which is the indicated period of time following the date of issuance of the Bonds: 15% -- six months; 60% -- one year; 100% -- eighteen months (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after eighteen months, but not in excess of thirty months); (iii) **TWO YEAR SPEND-DOWN (CONSTRUCTION ISSUES ONLY)** -- the following cumulative percentages of available construction proceeds of the Bonds are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the Bonds: 10% -- six months; 45% -- one year; 75% -- eighteen months; 100% -- two years (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after two years, but not in excess of three years); or (iv) **SMALL ISSUER** -- (a) 95 percent or more of the net sale proceeds (being gross proceeds minus amounts deposited into a reasonably required reserve fund) of the Bonds is to be used for local governmental activities of the Local Government Unit (or a subordinate entity), and (b) the aggregate face amount of all tax-exempt bonds, other than private activity bonds, issued by the Local Government Unit, and all subordinate entities thereof (but not including any bond not outstanding or to be redeemed, as may be excluded under prevailing interpretations of the Tax Code and regulations thereunder), during the calendar year in which the Bonds are issued, is not reasonably expected to exceed \$15,000,000.

For these purposes, "gross proceeds" means any proceeds and replacement proceeds of the Bonds, "available construction proceeds" has the meaning used in §148(f)(4)(C)(vi) of the Tax Code, "sale proceeds" means all amounts actually or constructively received from the sale of the Bonds, except accrued interest on the Bonds deposited to the Sinking Fund, and "nonpurpose investment" means any investment property acquired with the gross proceeds of the Bonds and not required to carry out the governmental purpose of the Bonds.

A Designated Officer is hereby authorized and directed to contract with Bond Counsel, at its customary, usual and reasonable schedule of fees, for its services in calculating required rebate payments and making necessary reports to and filings with the United States on a periodic basis as required by the Tax Code and the rulings and regulations thereunder.

Section 9.05. Information Reporting. The Local Government Unit must prepare, or cause to be prepared, execute and submit to the Secretary IRS Form 8038-G (or 8038-GC, as applicable) according to all the requirements for information reporting contained in Section 149(e) of the Tax Code.

--END OF ARTICLE 9--

ARTICLE 10 - FEDERAL SECURITIES LAW COVENANTS

Section 10.01. Compliance in General. The Local Government Unit hereby states its intention to comply, and to facilitate compliance by the Purchaser and other related parties, with all the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), including for this purpose the related body of securities disclosure and anti-fraud laws; the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon appropriate instructions of Bond Counsel or otherwise, all those acts necessary and proper to achieve compliance with the Rule, as interpreted by applicable regulations, rulings or other pronouncements of the Securities and Exchange Commission, or other appropriate regulatory body.

Section 10.02. Official Statement. The Local Government Unit acknowledges that preparation of the Official Statement by the Financial Advisor and/or the Purchaser was done on its behalf and for its benefit, as an agent, and that, in particular, while matters of style and format may have originated with the Financial Advisor or Purchaser, all substantive data and information was provided by the Local Government Unit. The Local Government Unit, upon review as to completeness and accuracy, hereby deems the Preliminary Official Statement final as of its date, and certifies the Preliminary Official Statement did not and does not, as of its date and as of this date, contain any untrue statements of a material fact or omit to state any material fact which should be included therein in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, as required by statute, regulation or substantive law. The distribution of the Preliminary Official Statement by the Financial Advisor or Purchaser is hereby ratified and approved.

The Local Government Unit hereby covenants to provide a final Official Statement to the Financial Advisor and Purchaser within seven business days of this date. The Designated Officer is hereby authorized and directed to execute the same with such completions therein from the preliminary document as may be necessary and, provided further, that execution of a certificate concurrently upon, or subsequent to, preparation of the final Official Statement, including any settlement certificate, by a Designated Officer, regarding the truth and accuracy of the final Official Statement is tantamount to execution of the original document and full and sufficient authority for the printing of one or more conformed signatures therein. The Local Government Unit hereby covenants that the same representations regarding finality and completeness made regarding the Preliminary Official Statement will be true of the final Official Statement as of its date and as of Settlement. The Financial Advisor and Purchaser are authorized to use the final Official Statement in connection with the sale of the Bonds.

Section 10.03. Continuing Disclosure. The Local Government Unit will execute and deliver a Continuing Disclosure Certificate under which it will agree to provide or cause to be provided (i) annual financial information and operating data, and (ii) timely notice of the occurrence of certain material events with respect to the Bonds. The

Purchaser's obligation to purchase the Bonds is conditioned upon its receipt of the Continuing Disclosure Certificate, at or prior to the delivery of the Bonds, in form and substance reasonably satisfactory to the Purchaser.

--END OF ARTICLE 10--

ARTICLE 11 - SALE OF BONDS; SETTLEMENT

Section 11.01. Award to Purchaser. After due consideration of sundry factors, including professional assistance and current market conditions, the Governing Body hereby determines that a private sale by negotiation of the Bonds is in the best financial interest of the Local Government Unit.

The Bonds are hereby awarded and sold at private sale by negotiation to the Purchaser at the Purchase Price, in accordance with all the terms of the Purchase Proposal. The Designated Officers are authorized and directed to sign such Purchase Proposal, return it to the Purchaser and file a copy of the same with the records of the Local Government Unit and the Pennsylvania Department of Community and Economic Development.

Section 11.02. Delivery of Bonds. The Designated Officers are hereby authorized and directed to deliver the Bonds to the Sinking Fund Depository for authentication and thereafter to the Purchaser against confirmed receipt of the Purchase Price thereof.

Section 11.03. Clearing Fund. The Designated Officers are hereby authorized and directed to establish with the Sinking Fund Depository, in the name of the Local Government Unit, a one-day demand deposit account to facilitate the settlement of the Bonds, designated the "Clearing Fund". The Purchase Price shall be deposited into the Clearing Fund immediately upon receipt and the Designated Officer are, hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the Bonds, to execute and deliver documents and to do all other acts, upon advice of Bond Counsel or Solicitor, that are reasonable and necessary to ensure a satisfactory settlement of the sale of the Bonds and a proper application of the proceeds of the Bonds to the Project.

Section 11.04. Expeditious Settlement. The Local Government Unit hereby authorizes and directs Bond Counsel or Solicitor to undertake and perform all actions on behalf of the Local Government Unit necessary and proper to the expeditious settlement of the sale of the Bonds.

The Designated Officers are further authorized and directed to undertake and perform, or cause to be undertaken or performed, all the ordinary duties of the Local Government Unit (and the same are hereby specifically approved) which may be required under, or reasonably contemplated by, the Purchase Proposal, including, without limitation, application and qualification for certain bond ratings and/or policy(ies) of bond insurance, establishment of bank accounts with authorized depositories for the deposit and management of Bond proceeds and other Project funds, purchase of necessary investments, retention of professionals, bond printing, and execution and delivery of any certificates, orders and agreements that may be necessary, in the opinion of Bond Counsel or Solicitor, for settlement of the sale of the Bonds.

The Designated Officers are hereby specifically authorized and directed to establish with J.P. Morgan Trust Company, National Association or National City Bank of Pennsylvania, in trust for the owners of the Prior Bonds, an escrow account pursuant to the terms of an Escrow Trust Agreement or other similar instructions for the deposit and maintenance of securities pledged to the payment of the Prior Bonds, as they become due and payable until their call for redemption. The Designated Officers are hereby authorized and directed to contract with J.P. Morgan Trust Company, National Association and/or National City Bank of Pennsylvania, as appropriate for its respective services in the capacity of Escrow Trustee.

Section 11.05. Approval of Department of Education. The Designated Officer is hereby authorized and directed to prepare such materials and make such filings, applications and solicitations that are necessary to obtain the appropriate approval of the Department of Education of the issuance of the Bonds and the matters contemplated hereby, including any approvals for reimbursement of debt service payments.

--END OF ARTICLE 11--

ARTICLE 12 - MISCELLANEOUS

Section 12.01. Ratification. The action of the proper officers or agents in advertising a Summary Notice of this Debt Ordinance, as required by law, is ratified and confirmed. The advertisement of the Enactment Notice of this Debt Ordinance is hereby directed.

Section 12.02. Debt Ordinance A Contract. This Debt Ordinance shall be a contract with the Registered Owners, from time to time, of the Bonds.

Section 12.03. Inconsistencies. All prior ordinances, resolutions, or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Section 12.04. Statutory References. All references to specific provisions of statutory law herein contained may be read and interpreted by reference to amended, successor or replacement laws, but only to the extent consistent with the intent and clear meaning of this Debt Ordinance. All inconsistencies shall be resolved with recognition of, and in favor of, the rights of the owners of the Bonds, whose rights shall not be impaired.

Section 12.05. Benefitted Parties. Nothing in this Debt Ordinance, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Local Government Unit, the Sinking Fund Depository, the Registered Owners of the Bonds (and the Insurer, if any), any right, remedy or claim under or by reason of this Debt Ordinance or any covenant, condition or stipulation hereof; and all of the covenants, stipulations, promises and agreements in this Debt Ordinance contained by and on behalf of the Local Government Unit shall be for the sole and exclusive benefit of such persons.

Section 12.06. Severability. If any one or more of the covenants or agreements provided in this Debt Ordinance on the part of the Local Government Unit or the Sinking Fund Depository to be performed shall for any reason be held to be illegal or invalid or otherwise contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements, but shall in no way otherwise affect the validity of this Debt Ordinance.

Section 12.07. No Personal Liability. No covenant or agreement contained in the Bonds or in this Debt Ordinance shall be deemed to be the covenant or agreement of any member, officer, agent, attorney or employee of the Local Government Unit in his individual capacity, and neither the members of the Governing Body nor any Designated Officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.08. Counterparts. This Debt Ordinance may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; but such counterparts shall constitute but one and the same instrument.

--END OF ARTICLE 12--

DULY ADOPTED by the Governing Body of the Local Government Unit, in
lawful session assembled, on February 24, 2004.

[SEAL]

THE SCHOOL DISTRICT OF PITTSBURGH

President, Board of Public Education

Attest:

Assistant Secretary

EXHIBIT A

NOT TO EXCEED DEBT SERVICE AND PRINCIPAL AMORTIZATION SCHEDULE

BOND DEBT SERVICE

The School District of Pittsburgh
Proposed Refunding of 2004
Conventional Fixed Rate - SLGS Escrow as of 2/11/2004
CURRENT MARKET CONDITIONS
NOT-TO-EXCEED

| Period Ending | Principal | Coupon | Interest | Debt Service |
|------------------|-------------|--------|------------|-----------------|
| 09/01/2004 | 1,055,000 | 6.000% | 2,174,100 | 3,229,100 |
| 09/01/2005 | 795,000 | 6.000% | 6,459,000 | 7,254,000 |
| 09/01/2006 | 800,000 | 6.000% | 6,411,300 | 7,211,300 |
| 09/01/2007 | 3,810,000 | 6.000% | 6,363,300 | 10,173,300 |
| 09/01/2008 | 4,235,000 | 6.000% | 6,134,700 | 10,369,700 |
| 09/01/2009 | 2,105,000 | 6.000% | 5,880,600 | 7,985,600 |
| 09/01/2010 | 10,630,000 | 6.000% | 5,754,300 | 16,384,300 |
| 09/01/2011 | 410,000 | 6.000% | 5,116,500 | 5,526,500 |
| 09/01/2012 | 2,990,000 | 6.000% | 5,091,900 | 8,081,900 |
| 09/01/2013 | 5,180,000 | 6.000% | 4,912,500 | 10,092,500 |
| 09/01/2014 | 6,340,000 | 6.000% | 4,691,700 | 11,031,700 |
| 09/01/2015 | 9,640,000 | 6.000% | 4,191,300 | 13,831,300 |
| 09/01/2016 | 10,385,000 | 6.000% | 3,611,700 | 13,996,700 |
| 09/01/2017 | 10,745,000 | 6.000% | 2,968,600 | 13,713,600 |
| 09/01/2018 | 8,635,000 | 6.000% | 2,343,900 | 10,978,900 |
| 09/01/2019 | 6,570,000 | 6.000% | 1,825,800 | 8,395,800 |
| 09/01/2020 | 6,805,000 | 6.000% | 1,431,600 | 8,236,600 |
| 09/01/2021 | 7,070,000 | 6.000% | 1,023,300 | 8,093,300 |
| 09/01/2022 | 7,345,000 | 6.000% | 599,100 | 7,944,100 |
| 09/01/2023 | 2,640,000 | 6.000% | 158,400 | 2,798,400 |
| | 108,705,000 | | 77,073,600 | 185,778,600 |

EXHIBIT B

**PROOF OF COMPLIANCE
WITH LOCAL GOVERNMENT UNIT DEBT ACT SECTION 8142(b)**

CERTIFICATE

I, the undersigned, a Designated Officer of the named Local Government Unit, hereby certify that the foregoing and attached is a true copy of a Resolution which was duly adopted by the affirmative vote of a majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Resolution was duly recorded; that this Resolution is still in full force and effect as of the date hereof; that the vote upon said Resolution was called and duly recorded upon the minutes of the Governing body; and that the members of the Governing body voted in the manner following:

| | Yes | No | Abstain | Absent |
|------------------|-------|-------|---------|--------|
| William Isler | _____ | _____ | _____ | _____ |
| Randall Taylor | _____ | _____ | _____ | _____ |
| Jean Fink | _____ | _____ | _____ | _____ |
| Mark Brentley | _____ | _____ | _____ | _____ |
| Theresa Colaizzi | _____ | _____ | _____ | _____ |
| Patrick Dowd | _____ | _____ | _____ | _____ |
| Floyd McCrea | _____ | _____ | _____ | _____ |
| Alex Matthews | _____ | _____ | _____ | _____ |
| Dan Romaniello | _____ | _____ | _____ | _____ |

WITNESS my hand and seal of the Local Government Unit this _____ day of _____, 2004.

THE SCHOOL DISTRICT OF PITTSBURGH

[SEAL]

Assistant Secretary

**AUDITOR GENERAL'S AUDIT REPORT
FISCAL YEARS ENDING JUNE 30, 1999 AND 2000
BOARD RESPONSE AND ACTION PLAN**

Committee on Business/Finance
Legislative Meeting
February 24, 2004
(Attachment C6a)

Finding No. 1 – Inadequate Computer Controls, Including the Inability to Provide Data Supporting Reports Submitted to the Department of Education

Management agrees with the audit finding that there were inadequate computer controls in the Student Membership area for the years in question.

The first finding covering the school year 1997-1998 was a data and system conversion issue. In preparation for the year 2000, the District changed hardware platforms and operating systems. By the time the State Auditors requested the membership data, the pre-Y2K Data General mainframes had already been shipped out. Although the reel-to-reel backup tapes were stored for possible future conversion, because of the cost and time involved in converting these tapes the District did not pursue this.

The following year the District was caught in another conversion, this time from the older TRS system to a new NCS Pearson SASI system. TRS was a PC-based application requiring users to send their electronic data to a centralized office. The data would then be downloaded into an Access database. The Office of Technology was unable to locate the appropriate Zip drive that stored the Access database matching the Form 4062 submitted to the State. Although management is convinced the data submitted on the form was the correct data, we were unable to produce the corresponding data file.

Since this last audit year, 1999-2000, the Office of Technology has made many changes to the computer controls to prevent these occurrences from happening again. The information no longer sits on an individual desktop, backed up on various Zip drives. The student data now resides on a centralized server farm backed up nightly. Data files corresponding to State forms and other requirements are now stored separately—in addition to the nightly backups—for ease of use and recovery.

The Superintendent or his designee will monitor implementation of the corrective action plan. The Board's Business/Finance Committee shall receive a status report on the corrective action plan by June 30, 2004.

**AUDITOR GENERAL'S AUDIT REPORT
FISCAL YEARS ENDING JUNE 30, 1999 AND 2000
BOARD RESPONSE AND ACTION PLAN**

Finding No. 2 – Certification Irregularities

The District was not required to submit an action plan in response to this finding.

**AUDITOR GENERAL'S AUDIT REPORT
FISCAL YEARS ENDING JUNE 30, 1999 AND 2000
BOARD RESPONSE AND ACTION PLAN**

Finding No. 3 – School Bus Driver Qualification Irregularities

Management agrees with the findings of the auditors.

1. The District created a Pupil Transportation Safety Coordinator position and filled the job for the 2003/04 school year. Our safety coordinator started began employment with the District on September 15, 2003. The safety coordinator's responsibilities include:
 - ♦ Inspecting vehicles to insure that they meet established state standards;
 - ♦ Inspecting drivers' licenses;
 - ♦ Working with all contracted carriers to ensure that all driver information is up to date and complete;
 - ♦ Reviewing criminal history checks, child abuse clearances, and physical examination reports for all drivers.

Prospectively, District will insist on criminal history checks even for those drivers that were "grandfathered" in before criminal history checks were mandated. Likewise, the District already requires carriers to submit driver information every year because of the high turnover among school bus drivers.

2. The District will require child abuse clearances even for those drivers who began working before such child abuse clearances were mandated.
3. The contracted drivers in question no longer work for any of our approved carriers.
4. The District is requiring its contracted carriers to update certifications for all drivers in their employ.
5. The District is requiring its contracted carriers to submit certificate of completion cards for each driver before they may drive school buses. Drivers are not required, however, to carry these cards with them when they are driving.
6. District personnel do receive a policy statement booklet upon hire. At the completion of the current carrier contract - which expires at the end of the 2003/04 school year - the District will stipulate that contracted personnel working around students must immediately notify the District in writing if they are charged with a violation of criminal law.
7. The Pupil Transportation Safety Coordinator will not only examine driver records on an ongoing basis, but also will randomly check drivers in the field to provide the District assurance that the information submitted by contracted carriers matches the driver information in the field.

The School District of Pittsburgh remains committed to providing a safe learning environment for all students, one child at a time. We believe the enhanced controls described above will correct the school bus driver qualification irregularities.

The Superintendent or his designee will monitor implementation of the corrective action plan. The Board's Business/Finance Committee shall receive a status report on the corrective action plan by June 30, 2004.

**AUDITOR GENERAL'S AUDIT REPORT
FISCAL YEARS ENDING JUNE 30, 1999 AND 2000
BOARD RESPONSE AND ACTION PLAN**

Finding No. 4 – Improper Student Activity Funds Procedures

Management agrees with the finding.

The Board adopted a student activity fund policy on April 23, 2003. The policy and corresponding training materials are herein incorporated into this response as the action plan implemented for the 2003/04 school year.

The Superintendent or his designee will monitor implementation of the corrective action plan. The Board's Business/Finance Committee shall receive a status report on the corrective action plan by June 30, 2004. The Board's policy on activity funds also contains specific management and audit requirements that shall further serve to monitor performance of the action plan.

RESOLUTION

A RESOLUTION OF THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH DECLARING CERTAIN COMPUTER EQUIPMENT TO BE UNUSED AND UNNECESSARY AND AUTHORIZING DISPOSITION.

WHEREAS, the Office of Information and Technology has submitted certification that the attached computer equipment is unnecessary and has no value; and

WHEREAS, the Board desires to authorize disposition of the equipment.

NOW, THEREFORE, be it resolved and it is hereby resolved as follows:

1. The Board of Public Education, based upon the certification of the Office of Information and Technology, hereby certifies the attached equipment to be unused, unnecessary and to have no value.

2. The Office of Information and Technology, with the assistance of the Law Department, is hereby authorized to distribute said equipment in a fair and equitable manner to students and/or community groups within the District. This office shall submit said plan to the Law Department for review and approval.

3. Should any such equipment remain in the District following distribution, the Office of Information and Technology is authorized to dispose of said equipment through a computer recycling company subject to the approval of the Law Department.

RESOLVED this _____ day of _____, _____.

ATTEST:

BOARD OF PUBLIC EDUCATION OF
THE SCHOOL DISTRICT OF
PITTSBURGH

Secretary

By: _____
President

RESOLUTION OF THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH ADOPTING AND AUTHORIZING PARTICIPATION IN A TAX INCREMENT FINANCING PLAN PRESENTED BY THE URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, AND AUTHORIZING RELATED AGREEMENTS

WHEREAS, Pennsylvania's Tax Increment Financing Act, 53 P.S. § 6930 et seq., (the "Act") provides local taxing bodies the legal authority to cooperate in providing financing for development of blighted areas within their respective jurisdictions in order to increase the tax base and improve the general economy; and

WHEREAS, under the Act, the Urban Redevelopment Authority of Pittsburgh (the "Authority") is legally empowered to prepare a Tax Increment Financing ("TIF") proposal to provide financing for the elimination and prevention of the development or spread of blight within specified tax increment districts located in the School District and the City of Pittsburgh (the "City"); and

WHEREAS, the Board of Public Education of the School District of Pittsburgh (the "School District"), the City and the County of Allegheny (the "County") have each adopted resolutions endorsing the concept of, and agreeing to participate in, a TIF plan for financing a portion of the costs of site work, public infrastructure improvements and related costs (the "TIF Project") in connection with a commercial and residential development which is expected to include the expansion of an existing supermarket to approximately 70,000 square feet, the construction of a residential tower containing approximately 78 apartment units, and the expansion and construction of related parking facilities to be located within a portion of the Baum Boulevard / Centre Avenue Redevelopment Area known as the Centre & Negley Tax Increment Financing District (the "TIF District"), requesting the Authority to prepare a detailed TIF Proposal and designating the School District's representative to work with the Authority, the County, the City and the School District toward development and implementation of a TIF plan for the TIF District; and

WHEREAS, the Authority, working with the designated representatives of the City, the County and the School District, has adopted and recommended a Tax Increment Financing Plan (the "Project Plan") in accordance with the requirements of the Act, which Project Plan, as prepared by the Authority, provides for the financing of a portion of the costs of the TIF Project in connection with a commercial and residential development to be located in the TIF District;

WHEREAS, the Act provides for the cooperation of the local taxing bodies in the financing of projects within the TIF districts and for the issuance of debt to pay for certain of the costs of implementing such plans; and

WHEREAS, the School District is expected to benefit from the use of tax increments to pay certain project costs within the TIF District by stimulation of private investment, increases in property values, creation of employment opportunities and improvement of surrounding properties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Education of the School District of Pittsburgh that the Tax Increment Financing Plan (the "Project Plan") prepared by the Urban Redevelopment Authority of Pittsburgh and attached hereto as Exhibit A and incorporated herein providing for financing a portion of the costs of the TIF Project within the TIF District is hereby adopted substantially in such form and the School District, in accordance with the Act, hereby agrees to participate in the TIF District to the extent and as provided for in the Project Plan.

RESOLVED FURTHER, that a portion of the tax revenues due or owing to, or received by the School District from the TIF District to the extent described in the Project Plan are hereby pledged, and a

security interest therein is hereby granted, to secure the repayment of any debt incurred by the Authority for the purpose of financing the TIF Project.

RESOLVED FURTHER, that the Secretary for the School District is directed to deliver a copy of this resolution to the Mayor of the City of Pittsburgh, as provided in the Act.

RESOLVED FURTHER, that the appropriate public officials of the School District are hereby directed to take such additional actions in cooperation with the Authority, the City, and the School District in furtherance of the implementation of the Project Plan, including without limitation, the execution and delivery of a Cooperation Agreement by and among the Authority, the County, the City and the School District.

RESOLVED FURTHER, that any Resolution or Ordinance or part thereof conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this Resolution.

RESOLVED AND ENACTED this _____ day of _____, 2004 by the Board of Public Education of the School District of Pittsburgh in this lawful session regularly assembled.

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

CENTRE & NEGLEY TIF DISTRICT

TAX INCREMENT FINANCING PLAN

Outline

- 1. TIF District (See Map).**
- 2. Proposed Improvements at Giant Eagle – Centre & Negley.**
 - a. Grocery Store Expansion**
 - b. Apartment Building Construction**
 - c. Parking Garage Expansion**
 - d. Public Infrastructure Improvements / Site work**
 - e. Property acquisition**
- 3. Proposed Improvements to be financed with TIF proceeds.**
 - a. Site Work**
 - b. Public infrastructure improvements**
- 4. Estimated Cost of Proposed Improvements.**

| | |
|---|----------------------|
| a. Grocery store expansion & acquisition | \$17 million |
| b. Parking garage expansion | \$6 million |
| c. Public infrastructure / site work | \$3 million |
| d. Apartment buildings | \$9.5 million |
| e. Soft costs | \$4.5 million |

GRAND TOTAL

\$40 million

- | | | |
|-------|---|----------------|
| 5. a. | Current Fair Market Value of taxable real property in the Centre & Negley TIF District. | \$6,262,500 |
| b. | Projected Fair Market Value following Improvements in the Centre & Negley TIF District. | \$18,778,350 * |

* Minimum

6. Proposed term of TIF District – 20 years

7. Proposed Distribution of Tax Increment.

- 50% pledged to repay TIF Notes/Bonds.
- 50% to go to the three taxing bodies.

8. Calculation of estimated Tax Increment pledged for Notes/Bonds based on current millage.

a. Estimated total tax revenue after completion of improvements

| | |
|-------------------|------------------|
| City - | \$198,750 |
| County - | \$86,309 |
| School District - | <u>\$244,941</u> |

| | |
|--------------|------------------|
| TOTAL | \$530,000 |
|--------------|------------------|

b. Estimated tax increment pledged

| | |
|---------------------|------------------|
| Total tax revenue - | \$530,000 |
| Minus tax base - | <u>\$180,360</u> |
| Tax Increment - | <u>\$349,640</u> |

| | |
|------------------------|------------------|
| Minus 50% of increment | <u>\$174,820</u> |
|------------------------|------------------|

| | |
|--------------------------------------|------------------|
| Tax Increment to be pledged - | \$174,820 |
|--------------------------------------|------------------|

9. Estimated real estate taxes generated from project based on current millage.

| | <u>Current</u> | <u>Increment</u> | <u>Total</u> |
|-----------------|------------------|------------------|------------------|
| City | \$67,635 | \$131,115 | \$198,750 |
| County | \$29,371 | \$56,938 | \$86,309 |
| School District | <u>\$83,354</u> | <u>\$161,587</u> | <u>\$244,941</u> |
| TOTAL | \$180,360 | \$349,640 | \$530,000 |

| | <u>To TIF Debt</u> | <u>To Taxing Body</u> | <u>Total</u> |
|-----------------|--------------------|-----------------------|------------------|
| City | \$65,557 | \$65,557 | \$131,115 |
| County | \$28,469 | \$28,469 | \$56,938 |
| School District | <u>\$80,793</u> | <u>\$80,793</u> | <u>\$161,587</u> |
| TOTAL | \$174,820 | \$174,820 | \$349,640 |

| | | |
|---|---|-----------------|
| 10. Estimated Note/Bond Amount | — | \$1.825 million |
| 11. Estimated Funds Available for Project | — | \$1.599 million |
| 12. Estimated Taxable Interest Rate | — | 7% |
| 13. Estimated TIF District Creation Date | — | March 30, 2004 |
| 14. Estimated Note/Bond Issue Date | — | May 2004 |
| 15. Revenue for Note/Bond Payment | | \$174,820 |

| | | |
|--------------------------|--|-------------------|
| 16. Capitalized Interest | | Approx. \$151,114 |
|--------------------------|--|-------------------|

| | | |
|-----------------------------|---|--------------|
| 17. Estimated Project Start | — | January 2004 |
|-----------------------------|---|--------------|

| | | |
|---|--|--|
| 18. Estimated Start of TIF Expenditures | | |
|---|--|--|

| | | |
|---------------------------------------|---|---------------|
| a. Site Work | — | February 2004 |
| b. Public Infrastructure Improvements | — | April 2004 |

| | | |
|------------------|--|--|
| 19. Job Creation | | |
|------------------|--|--|

| | | |
|-------------|---|-----|
| a. Retained | — | 140 |
| b. Created | — | 110 |

Devhome\giant eagle\centre & negley\tif summary - \$1.8m

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

CENTRE & NEGLEY TAX INCREMENT FINANCING PLAN

January 2004

I. INTRODUCTION

A. Background on ECHO Real Estate Services Company's proposal for Giant Eagle store and Residential Apartment Building at Centre Avenue and Negley Avenue

ECHO Real Estate Services Company (or an affiliate) (the Developer), will develop an expanded Giant Eagle store as well as the new construction of apartment units. In addition, parking will be increased to serve the newly expanded store and the residential portion of the development. TIF financing is needed to fill a financing gap in this project. If there is no TIF financing, the apartment units will not be built.

Located in Shadyside, on Centre Avenue near the intersection with South Negley Avenue, this Giant Eagle supermarket was formerly operated as a Food Gallery. Giant Eagle acquired the Food Gallery lease for this location in November 1999, at which time the store was converted to a Giant Eagle.

The store is located on an approximately 1.28 acre site, which contains 56 surface parking spaces and 58 garage parking spaces, for a total of 114 parking spaces. The store operates in approximately 18,000 square feet of sales area, with an additional 6,000 square feet of vestibule, storage and prep areas on the first floor. Total first floor area is approximately 24,000 square feet. The proposed project calls for expanding the store to approximately 70,000 square feet. Above the expanded portion of the new store, a residential tower will be constructed that will contain approximately 78 one and two bedroom apartment units. Surface parking will be expanded from the existing 56 surface parking spaces to a total of 144 parking spaces (72 spaces to service the expanded store and 72 spaces to service the residential units). The garage parking under the existing store will be expanded from 56 spaces to approximately 248 spaces.

B. Centre / Negley Tax Increment Financing Project

Upon designation of the Centre / Negley Tax Increment Financing (TIF) district encompassing portions of the Baum Boulevard / Centre

SCHEDULE FOR PROPOSED GIANT EAGLE TIF PLAN APPROVALS

INITIAL RESOLUTIONS

URA

Inducement Resolution February 13, 2003

City

Send Legislation March 4, 2003
Introduce Legislation March 11, 2003
Committee Discussion March 19, 2003
Final Vote March 25, 2003

School

Pre-meeting February 28, 2003
Business Committee March 3, 2003
Agenda Review March 19, 2003
Legislative Meeting March 26, 2003

County

First Reading April 1, 2003
Budget & Finance Committee April 24, 2003
Second Reading May 6, 2003

FINAL PLAN DRAFTED December 31, 2003
TIF COMMITTEE MEETING January 13, 2004

FINAL RESOLUTIONS

URA

Board approval of TIF Plan January 15, 2004

City

Send Legislation January 6, 2004
Introduce Legislation January 13, 2004
Committee Discussion January 21, 2004
Hearing Advertisement February 6, 2004
Hearing March 9, 2004
Committee Discussion March 24, 2004
Final Vote March 30, 2004

School

Business Committee February 2, 2004
Agenda Review February 11, 2004
Legislative Meeting February 25, 2004

County

First Reading February 3, 2004
Second Reading February 17, 2004

Avenue Redevelopment Area (see map on page 13), the URA will issue Bond(s)/Note(s) generating proceeds totaling approximately \$1.825 million of which approximately \$1.599 million will be available for direct Project costs to fill the financing gap in this project. These net proceeds will be applied to construction costs for site work and public infrastructure improvements.

The Bond(s)/Note(s) will be repaid by up to 50% of the real estate tax increments realized by the School District of Pittsburgh, the City of Pittsburgh and Allegheny County. As described above, the project will involve an expansion of the existing Giant Eagle store from approximately 24,000 square feet to approximately 70,000 square feet. In addition, in the air rights above the expanded portion of the Giant Eagle, a residential tower will be constructed that will contain approximately 78 apartment units. Further, garage parking underneath the expanded portion of the store will be expanded from one level of parking to two levels of parking containing approximately 248 parking spaces.

C. Baum Boulevard / Centre Avenue Redevelopment Area

The Giant Eagle store located at Centre Avenue and Negley Avenue is located in the Baum Boulevard / Centre Avenue Redevelopment Area (map on page 13). The Baum Boulevard / Centre Avenue Redevelopment Area was certified as blighted in January 2003 as a result of findings in the Baum Boulevard / Centre Avenue Study Area Basic Conditions Report dated December 2002.

II. PROPOSED IMPROVEMENTS FINANCED WITH TIF PROCEEDS

The projected net proceeds of the TIF Bonds/ Notes, approximately \$1.599 million, will be used to finance the cost of completing extensive site work and to pay for certain public infrastructure costs (see site plan on page 9B). TIF proceeds will pay approximately \$1.188 million of the cost of the site work with the balance of the construction costs (approximately \$1.4 million) to be covered by Echo Real Estate. Site work will include site demolition, site utilities, grading and paving, fencing and railings, retaining walls, sidewalks and exterior stairs, bus shelter, site furnishings, landscaping and site lighting. There will be approximately \$410,840 in public infrastructure costs, which will be financed with the proceeds of the TIF Bonds/Notes. The public infrastructure and site work to be paid using TIF proceeds costs include:

| | |
|--|--------------------|
| Public Infrastructure to be financed with TIF Proceeds | \$410,840 |
| A. Public access steps, sidewalks | \$187,840 |
| B. Traffic signal | \$180,000 |
| C. Cul de sac paving | \$ 10,000 |
| D. Bus shelter | \$ 23,000 |
| E. Walkway lighting | \$ 10,000 |
| Site Work to be Financed with TIF Proceeds | <u>\$1,188,160</u> |
| Total Projected Net TIF Proceeds | \$1,599,000 |

III. IMPACT ANALYSIS

The impact analysis of the expanded Giant Eagle development is detailed on page 11.

IV. ECONOMIC FEASIBILITY ANALYSIS

A. DEVELOPMENT COSTS

| | |
|--|---------------------|
| 1. Public Infrastructure/Site Work* | \$ 3,000,000 |
| 2. Grocery Store Acquisition & Expansion | \$17,000,000 |
| 3. Apartment Building | \$ 9,500,000 |
| 4. Parking Garage Expansion | \$ 6,000,000 |
| 5. Soft Costs | <u>\$ 4,500,000</u> |

| | |
|-------------------------|--------------|
| Total Development Costs | \$40,000,000 |
|-------------------------|--------------|

* Includes \$410,840 for public infrastructure.

SOURCE OF FUNDS

| | |
|-------------------------------|---------------------|
| 1. Developer Financing/Equity | \$38,401,000 |
| 2. Tax Increment Financing | <u>\$ 1,487,000</u> |

| | |
|---------------|--------------|
| Total Sources | \$40,000,000 |
|---------------|--------------|

B. Tax Increment Financing

1. Bond/Note Amount(s)

The Tax Increment Finance (TIF) Bond(s) and/or Note(s) to be issued to fund a portion of the costs of the Centre Avenue / Negley Avenue TIF Project will be serviced by:

50% of the School District, City and County incremental real estate taxes on all parcels within the TIF District estimated to

be \$178,820 annually.

Those annual increments are projected to support gross TIF debt of approximately \$1.825 million.

2. Pledged Revenues

With respect to the School District, City and County, 50% of the real estate tax increment from the Pledged Parcels (all the parcels in the TIF District are pledged), as defined by the lot & block designations below, will be used to support the TIF Bond(s)/Note(s).

3. Pledged Parcels

| <u>Owner</u> | <u>Lot & Block</u> |
|-----------------------------|------------------------|
| Gallery Center Associates | 51-M-130 |
| Gallery Center Associates | 51-M-134 |
| Mascilli, Arthur & Florinda | 51-M-136 |
| South Negley Associates | 51-M-171 |
| South Negley Associates | 51-M-172 |
| South Negley Associates | 51-M-172A |
| South Negley Associates | 51-M-173 |
| South Negley Associates | 51-M-174A |
| South Negley Associates | 51-M-174B |
| South Negley Associates | 51-M-174C |
| South Negley Associates | 51-M-175 |
| South Negley Associates | 51-M-175A |
| South Negley Associates | 51-M-175B |
| South Negley Associates | 51-M-175C |
| South Negley Associates | 51-M-176 |
| South Negley Associates | 51-M-176A |
| South Negley Associates | 51-M-176B |
| South Negley Associates | 51-M-176C |
| South Negley Associates | 51-M-178 |
| South Negley Associates | 51-M-180 |
| South Negley Associates | 51-M-181 |
| South Negley Associates | 51-M-182 |
| South Negley Associates | 51-M-183 |
| South Negley Associates | 51-M-259 |
| South Negley Associates | 51-M-259A |
| South Negley Associates | 51-M-262 |
| South Negley Associates | 51-M-303 |

NOTE 1: ECHO Real Estate Services (South Negley Associates - SNA) has entered into sales agreements for all of the properties

not controlled by SNA and closings will occur prior to start of project construction (with the exception of 51-M-136 for which there is a long term land lease).

NOTE 2: Pledged parcels will include any air rights above pledged parcels.

4. Provisions for Unused TIF Bond/Note Proceeds

Any TIF Bond(s)/Note(s) proceeds which remain after financing the construction of the site work, and the public infrastructure costs may be used for any public improvements in the Centre / Negley TIF District. The URA does not anticipate that the TIF Bond(s)/Note(s) proceeds will exceed the site work and public infrastructure costs.

5. Tax Base for Purpose of Increment Calculation

Subject to the provision of the Tax Increment Financing Act (53 P.S. §6930.1 et seq.), the aggregate taxable market value of all of the Pledged Parcels as of the date of the creation of the District will be used as the "base" for the purpose of calculating tax base.

As a result, the Taxing Bodies will continue to receive the base of real estate taxes from all of the Pledged Parcels throughout the term of the TIF District. The base for such term is illustrated on the schedule entitled Tax Increment Base on page 19.

6. Actual Tax Increment in Excess of Assumed Increment

Any increases in tax revenues from the Pledged Parcels, attributable solely to an increase in assessed value over and above that determined necessary to pay debt service on the TIF Bond(s)/Note(s), will be distributed pro rata to the taxing bodies in proportion to the then-current millages.

Any increases in tax revenues from the Pledged Parcels, attributable to increased millage above the current millage by any of the taxing bodies, will be retained by the Taxing Body that increased the millage rate.

7. Interest Earnings

Any interest earnings will be used towards debt service, including payment of capitalized interest and prepayment of the TIF Bond(s)/Note(s) as permitted.

8. Financial Details

The illustrative Tax Increment Financing Analysis on page 15 is intended to describe the expected financing assumptions. Additional detail is included on pages 16 -18

It is expected that the Centre Avenue / Negley Avenue TIF District will be established in March 2004. The TIF Bond(s)/Note(s) are projected to be issued in May 2004. The Project is expected to be complete by the 2nd Quarter of 2005.

In order to reduce the cost associated with the issuance of debt, the Developer, or a related entity acceptable to the URA, through the Minimum Payment Agreement, will guarantee the entire annual minimum real estate tax and other payments necessary to pay off the TIF Bond(s)/Note(s).

The specific terms and structure of the TIF Bond(s)/Note(s) will be determined at the time of issuance. However, it is contemplated that the TIF Bond(s)/Note(s) will be amortized over an approximate 19 year term, beginning in 2005.

TIF Bond(s)/Note(s) proceeds may be used to pay construction period interest.

The various assumptions associated with the financing are the best currently available. Many of these assumptions may change, including the interest rate to be paid on the TIF Bond(s)/Note(s), the cost of issuance, the interest rate to be earned on the various sources, projected net proceeds, and the timing on the commencement of the tax increments. Credit enhancement, such as a letter of credit, insurance and/or other financing structures, such as variable rate, compound interest loans, will be obtained or utilized for the TIF Bond(s)/Note(s) to the extent they are available privately or in the market place and they are cost effective.

The TIF Bond(s)/Note(s) are contemplated to be issued as taxable instruments. That legal determination will also have an impact on the interest rates and the proceeds to be received.

The specific uses for various sources of funds may be interchanged as necessary to efficiently fund the total project. It is currently anticipated that TIF Bond(s)/Note(s) proceeds will be used to pay construction costs for site work and public infrastructure, but may be also be used for some soft costs related to such work.

The URA may be reimbursed for the costs of the TIF Project through a pass through of the pledged real estate increment, over time, instead of from proceeds of Bonds or Notes.

V. MAPS OF TIF DISTRICT, EXISTING USES AND CONDITIONS AND PROPOSED IMPROVEMENTS

The map on page 10 shows the boundaries of the proposed Centre Avenue/Negley Avenue TIF District.

The map on page 13 shows existing land use and the map on page 9 shows the preliminary site plan for the Giant Eagle development.

VI. PROPOSED ZONING CHANGES

The parcels in the Centre Avenue / Negley Avenue TIF District were zoned "RM-H", Residential Multi-Unit High Density and "LNC", Local Neighborhood Commercial. The Zoning District Map No. 11 has been amended to change the zoning of these parcels to "AP" Residential / Commercial Planned Unit Development. The Planning Commission approved this amendment on December 3, 2002 and City Council approved it on March 25, 2003. As site control was completed in stages, a subsequent application for parcels 51-M-136, 51-M-259, and 51-M-259A was approved by the Planning Commission on July 1, 2003 and was approved by City Council in November 2003. However, the amendment shall take effect only upon the recording of a Planning Commission approved Improvement Subdivision Site Plan for the subject property in the office of the Recorder of Deeds, County of Allegheny, within two years of the date of enactment of the zoning ordinance. See map on page 14 that shows the current zoning districts.

VII. ESTIMATED NON-PROJECT COSTS

The development does not include any non-project costs.

VIII. PROPOSED RELOCATION STATEMENT

The site has been assembled from 27 parcels that the Developer has been privately acquiring. The Developer has acquired 24 of the parcels, has a ground lease for one property and has sales agreements for the remaining two parcels. These parcels included three vacant commercial properties and 20 residences. The Urban Redevelopment Authority was not involved in the site assembly.

Residents that occupied the site can apply for financing under the URA's business development and residential lending programs for assistance in reestablishing at other locations.

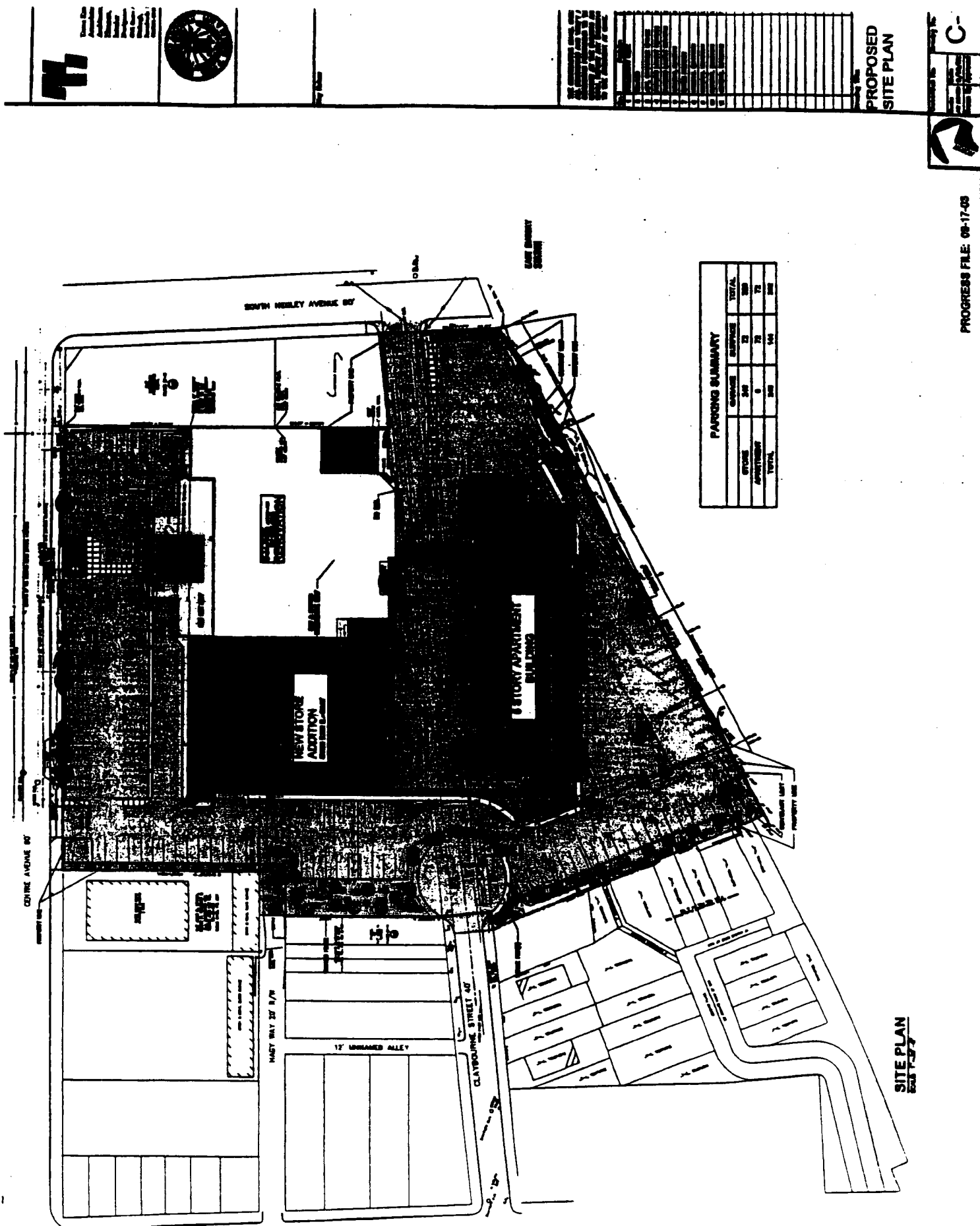
IX. 1% NEIGHBORHOOD DEVELOPMENT FEE

As per City of Pittsburgh Ordinance No. 28 enacted in December 1998, the developer, from their own funds, will be required to pay a 1% fee to be expended by the Urban Redevelopment Authority and to be used for neighborhood development in the City of Pittsburgh.

X. 1% SCHOOL DEVELOPMENT FEE

As per Pittsburgh School Board Resolution No. 12 approved on May 26, 1999, the developer, from their own funds, will be required to pay a 1% fee to be expended by the Pittsburgh School Board and to be used for school development in the City of Pittsburgh.

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SITE PLAN
2017-07-27

PROPOSED
SITE PLAN

PROGRESS FILE: 09-17-09



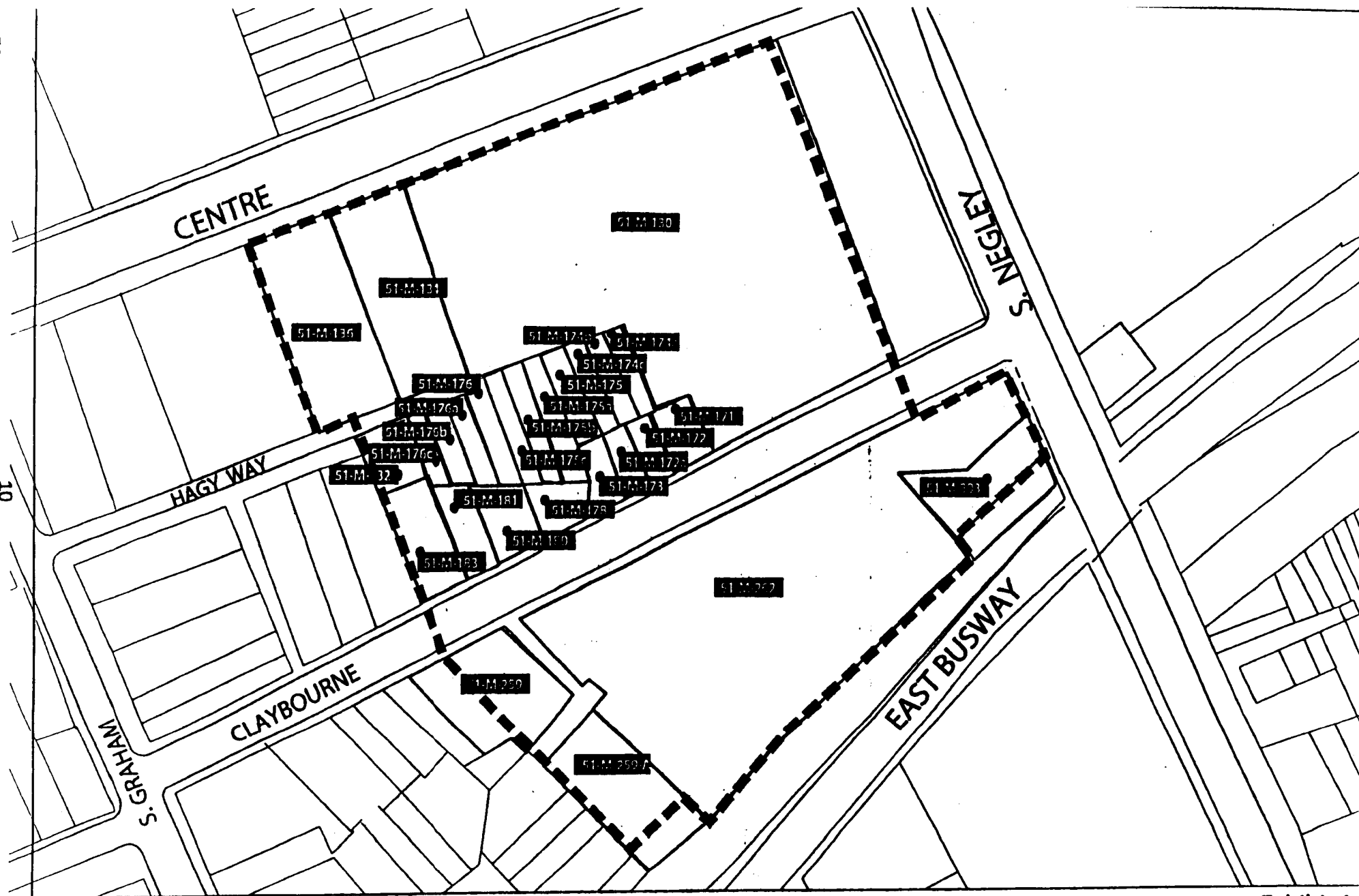


Exhibit A

District Boundary Map







Centre / Negley Tax Increment Financing District

March 2003

The Urban Redevelopment Authority of Pittsburgh



LEGEND

| | | | | | |
|---|----------|---|------------------|---|-------------------------|
|  | WALKWAYS |  | WALKWAY LIGHTING |  | SIGNALIZED INTERSECTION |
|  | TRANS |  | SUB SHELTER |  | CUL DE SAC PAVING |

PROGRAMS FILE: 08-17-00

ECONOMIC IMPACT ANALYSIS

I. Impact of Construction of Giant Eagle and Apartment Complex

| | | |
|--|-----------|-------------------|
| Construction of Supermarket, Site and Garage | \$ | 25,500,000 |
| Apartment Towers | \$ | 11,500,000 |
| Total Construction Cost | \$ | 40,800,000 |

| A. Employment Impact | Labor hours - (per \$1,000 const.) | Total Labor Hours* | Full-Time Equiv. Jobs* |
|----------------------|------------------------------------|--------------------|------------------------|
| On-Site construction | 12,968 | 498,200 | 250 |
| Manufacturing | 5,800 | 137,800 | 69 |
| All other sectors | 1,532 | 38,300 | 19 |

| B. Income Impact | Total Labor Hours* | Average Hourly Earnings | Total Earnings |
|---|--------------------|-------------------------|----------------------|
| On-Site construction | 498,200 | \$ 40.00 | \$ 19,928,000 |
| Manufacturing | 137,800 | \$ 40.00 | \$ 5,512,000 |
| All other sectors | 38,300 | \$ 48.00 | \$ 1,832,800 |
| Total Earnings | | | \$ 27,272,800 |
| Disposable income (80%) | | | \$ 21,818,240 |
| Personal consumption expenditures (82%) | | | \$ 22,367,696 |

| C. Expenditure Impact | Fraction of Total consumption | Expenditures |
|-----------------------|-------------------------------|----------------------|
| Shopping goods | 0.171 | \$ 3,388,112 |
| Convenience goods | 0.232 | \$ 4,610,394 |
| Other consumption | 0.597 | \$ 11,883,984 |
| | | \$ 19,872,500 |

II. Impacts from Operation Phase

| A. Income Impacts | Number of Workers | Average Hourly Earnings | Annual Wages/Income |
|---|-------------------|-------------------------|---------------------|
| Giant Eagle Store | | | |
| Retained Employment | 140 | \$ 9.87 | \$ 2,874,144 |
| New Employment | 110 | \$ 9.87 | \$ 2,258,236 |
| Apartment Complex | 5 | \$ 18.85 | \$ 183,980 |
| Total | 255 | | \$ 5,326,360 |
| Disposable income (80%) | | | \$ 4,261,164 |
| Personal consumption expenditures (82%) | | | \$ 4,320,216 |

| B. Expenditure Impacts | As a fraction of Total Consumption | Expenditures |
|-------------------------|------------------------------------|---------------------|
| Shopping goods | 0.171 | \$ 678,366.86 |
| Convenience goods | 0.232 | \$ 908,490.84 |
| Other consumption goods | 0.597 | \$ 2,340,358.76 |
| | | \$ 3,920,216 |

| C. Total Impacts | Wages & Salaries | Wages & Salaries as a Percent of Output | Gross Output |
|------------------|------------------|---|---------------|
| All Employment | \$ 5,326,360 | 0.42 | \$ 12,681,857 |

| D. Employment Impacts | Output | Employment Multiplier† | Total Employment Impacts (FTE Jobs) |
|-----------------------|---------------|------------------------|-------------------------------------|
| All Employment | \$ 12,681,857 | 33.00 | 418.50 |

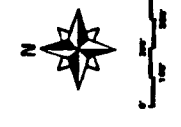
| E. Income Impacts | Output | Income Multiplier | Total Income Impacts |
|-------------------|---------------|-------------------|----------------------|
| All Employment | \$ 12,681,857 | 0.90 | \$ 11,413,671 |

† Per \$1,000,000 of output

Shadyside TIF Plan

Projected Job Classifications

| <u>Job Title</u> | <u>Total Positions</u> | <u>Salary Range</u> | |
|------------------------|------------------------|---------------------|--------------------------|
| Giant Eagle | | | |
| Store Management | 25 | \$28,000 - \$80,000 | |
| Trade/Professional | 20 | \$25,000 - \$80,000 | |
| Service Clerks | 205 | \$13,000 - \$26,000 | |
| Average Payroll costs: | 250 | \$ 4,085,431 | Existing - 140 employees |
| Average Hourly rate: | | \$ 8 | \$ 2,267,841 |
| Manager | 1 | \$40,000 - \$60,000 | |
| Asst. Manager | 1 | \$25,000 - \$35,000 | |
| Lead Service Tech | 1 | \$35,000 - \$45,000 | |
| Service Tech | 1 | \$25,000 - \$35,000 | |
| House/Grounds Keeper | 1 | \$15,000 - \$20,000 | |
| TOTAL: | 5 | | |
| Average Salary: | | \$ 38,796.00 | \$ 193,980.00 |
| Average Hourly rate: | | \$ 18.65 | |



Urban Design Ventures
Community Planning Consultants

Urban Design Ventures, LLC, 2002 River Street, Pittsburgh, PA 15204

Map Legend

| | | |
|-------------------------|-----------------------------|----------------------|
| Residential Use | Public Use | Light Industrial Use |
| Commercial Use | Semi-Public Use | Park / Open Space |
| Mixed Bus. / Commercial | Educational Use | Parking Lot / Garage |
| Vacant Land / Building | Redevelopment Area Boundary | |

**Baum Boulevard - Centre Avenue
Proposed Redevelopment Area
Existing Land Use Map**

Prepared For: Urban Redevelopment Authority of Pittsburgh
200 River Street, Pittsburgh, Pennsylvania 15219

84



ember 2002 $1'' = 200'$

CENT/ NEGLEY TIF DISTRICT
TIF ANALYSIS - GIANT EAGLE, CENTRE & NEGLEY

01/16/04

Assumptions:

| | |
|---|-----|
| 1) Real Estate tax participation (City) | 50% |
| 2) Real Estate tax participation (County) | 50% |
| 3) Real Estate tax participation (School Board) | 50% |

Current FMV Tax Base (as of 4/28/2003) \$6,262,500

Projected FMV \$18,776,350 *

* Minimum

Projected Annual R.E. Tax Increment

| | |
|-----------------------------------|------------|
| Total New Taxes | \$ 530,000 |
| Less: Current Taxes | \$ 180,360 |
| Tax Increment | \$349,640 |
| Less: 50% Distribution to 3TB | \$174,820 |
| Real Estate Tax Increment Pledged | \$174,820 |

| | |
|-------------------------------------|------------------|
| TOTAL TAX INCREMENTS PLEDGED | \$174,820 |
|-------------------------------------|------------------|

Real Estate Tax Analysis

| | Millage | Current | Increment | Total |
|----------------------------|---------|-----------|-----------|-----------|
| City | 0.0106 | \$67,635 | \$131,115 | \$198,750 |
| School District | 0.01331 | \$83,354 | \$161,587 | \$244,941 |
| County | 0.00469 | \$29,371 | \$56,938 | \$86,309 |
| Total Taxes | | \$180,360 | | |
| Total Taxes at 2% discount | | | \$349,640 | \$530,000 |

Summary of Tax Increment Allocations at 2% Discount for pledged parcels

| | TIF | To Taxing Body | Total |
|--------------------|----------|----------------|-----------|
| CITY (Real Estate) | \$65,558 | \$65,558 | \$131,115 |
| SCHOOL DISTRICT | \$80,794 | \$80,794 | \$161,587 |
| COUNTY | \$28,469 | \$28,469 | \$56,938 |

TIF Note/Bond

| | |
|--|-------------|
| Gross Annual Cash Flow Available | \$174,820 |
| Less: Annual Fees | |
| URA Administrator | \$20,000 |
| Tax Fund Fee | \$500 |
| Audit | \$3,000 |
| Annual Cash Flow Available for Note/Bond | \$151,320 |
| Less: Debt Coverage | 100% |
| Interest Rate | 7.000% |
| Term (single annual payment) | 19 Years |
| Gross Note Amount Available | \$1,825,000 |
| Less: Issuer (URA) Fee (0.1%) | \$18,250 |
| TIF Counsel Fees | \$15,000 |
| Placement Fee | \$10,000 |
| Lender Upfront Fee | \$27,375 |
| Capitalized Interest (Est.) | \$151,114 |
| Miscellaneous | \$4,500 |
| Net Proceeds Available for Project | \$1,598,761 |

Urban Redevelopment Authority
TIF Revenue Note
Negley Baum Project

Real Estate Tax Rates

| | |
|---------------|----------------|
| City | 0.01080 |
| School | 0.01331 |
| County | 0.00469 |
| TOTALS | 0.02880 |

Inflation Factor (every 3 Years)**Parking Tax Rate**

City Parking Tax 0.31 Net

0.31

Existing FMV \$ 6,262,496

Base Increment 180,360

for 2004

As per F. Rossi's email of 25 Sept

78 Giant Eagle Taxes per Sq. Ft.

1,469 Giant Eagle Sq. Ft.

114,566 Annual Taxes

\$ 61,000 Initial FMV for Giant Eagle

3.00%

RE Coverage

0%

Pledged Portion

50%

Project complete

1-Jan-06

Base 2004 Real Estate Taxes

Apartment Units

Taxes per unit

Total Apartment Taxes

Initial FMV for Apartment

\$

61,000

Initial FMV for Giant Eagle

\$ 14,800,350

6.09

70,000

426,250

| Pledged Increment Predictions (FMV Increases 3% every 3 years beginning in Year 5) | | | | | | | | | |
|--|--------------|---------------------|---------------------|----------------------|------------------|---------------------|---------------------|---------------------|---------------------|
| Year | | Apartment Taxes | Giant Eagle Tax | Total Taxes (Excl) | less 2% Discount | Total Increment | Unpledged Increment | Pledged Increment | Debt Service Budget |
| 2004 | | \$ 114,566 | \$ 426,250 | \$ 540,816 | \$ 530,000 | \$ - | \$ - | \$ - | \$ - |
| 2005 | Year 1 | 114,566 | 426,250 | 540,816 | 530,000 | 174,820 | 87,410 | 87,410 | 87,410 |
| 2006 | Year 2 | 114,566 | 426,250 | 540,816 | 530,000 | 349,640 | 174,820 | 174,820 | 174,820 |
| 2007 | Year 3 | 118,003 | 439,038 | 557,041 | 545,900 | 395,540 | 182,770 | 182,770 | 182,770 |
| 2008 | Year 4 | 118,003 | 439,038 | 557,041 | 545,900 | 395,540 | 182,770 | 182,770 | 182,770 |
| 2009 | Year 5 | 118,003 | 439,038 | 557,041 | 545,900 | 395,540 | 182,770 | 182,770 | 182,770 |
| 2010 | Year 6 | 121,543 | 452,209 | 573,752 | 562,277 | 381,917 | 190,959 | 190,959 | 190,959 |
| 2011 | Year 7 | 121,543 | 452,209 | 573,752 | 562,277 | 381,917 | 190,959 | 190,959 | 190,959 |
| 2012 | Year 8 | 121,543 | 452,209 | 573,752 | 562,277 | 381,917 | 190,959 | 190,959 | 190,959 |
| 2013 | Year 9 | 125,190 | 465,775 | 590,965 | 579,145 | 398,786 | 199,393 | 199,393 | 199,393 |
| 2014 | Year 10 | 125,190 | 465,775 | 590,965 | 579,145 | 398,786 | 199,393 | 199,393 | 199,393 |
| 2015 | Year 11 | 125,190 | 465,775 | 590,965 | 579,145 | 398,786 | 199,393 | 199,393 | 199,393 |
| 2016 | Year 12 | 128,945 | 479,748 | 608,694 | 596,520 | 416,160 | 208,080 | 208,080 | 208,080 |
| 2017 | Year 13 | 128,945 | 479,748 | 608,694 | 596,520 | 416,160 | 208,080 | 208,080 | 208,080 |
| 2018 | Year 14 | 128,945 | 479,748 | 608,694 | 596,520 | 416,160 | 208,080 | 208,080 | 208,080 |
| 2019 | Year 15 | 132,814 | 494,141 | 626,955 | 614,415 | 434,056 | 217,028 | 217,028 | 217,028 |
| 2020 | Year 16 | 132,814 | 494,141 | 626,955 | 614,415 | 434,056 | 217,028 | 217,028 | 217,028 |
| 2021 | Year 17 | 132,814 | 494,141 | 626,955 | 614,415 | 434,056 | 217,028 | 217,028 | 217,028 |
| 2022 | Year 18 | 136,798 | 508,965 | 645,763 | 632,848 | 452,488 | 226,244 | 226,244 | 226,244 |
| 2023 | Year 19 | 136,798 | 508,965 | 645,763 | 632,848 | 452,488 | 226,244 | 226,244 | 226,244 |
| 2024 | Year 20 | 136,798 | 508,965 | 645,763 | 632,848 | 452,488 | 226,244 | 226,244 | 226,244 |
| | Total | \$ 2,633,582 | \$ 9,798,375 | \$ 12,431,957 | | \$ 7,871,300 | 3,935,650 | \$ 3,935,650 | 3,935,650 |

Note
Giant Eagle Guarantee Scenario
All Taxable

Urban Redevelopment Authority of Pittsburgh
TIF Revenue Note
Baum Negley TIF Project

| Series | A | B | | |
|------------------------------|--------------------|---|-----------|-------------|
| Structure: | Fixed Rate | | | |
| Security: | Senior TIF Revenue | | Rating: | Non-rated |
| Dated: | 1-Apr-04 | | | Based on |
| Final Maturity | 1-May-24 | | | Giant Eagle |
| Interest Payments | Semi-Annually | | | Minimum |
| Principal Payments | Annually | | | Payments |
| Coupons | Current | | | |
| Average Yield | 7.00% | | Delivery: | 1-Apr-04 |
| Real Estate Minimum Payment | See Below | | | |
| Annual Administrative Fees | \$ 23,500 | | | |
| Net Payment for Debt Service | various | | | |
| Tax Status | Taxable | | | |

Sources and Uses

| Sources of Funds | A | B | Total |
|--------------------|--------------|------|--------------|
| Par Amount of Note | \$ 1,825,000 | \$ - | \$ 1,825,000 |
| 2003 Increment | - | - | - |
| Net Par Amount | 1,825,000 | - | 1,825,000 |
| Accrued Interest | - | - | - |
| Total Sources | \$ 1,825,000 | \$ - | \$ 1,825,000 |

| Uses of Funds | A | B | Total |
|----------------------------------|--------------|------|--------------|
| Project Costs Tax-Exempt | - | - | - |
| Project Costs Taxable | 1,598,761 | - | 1,598,761 |
| Project Budget | 1,598,761 | - | 1,598,761 |
| Net Interest during Construction | 151,114 | - | 151,114 |
| Deposit to DS Fund | - | - | - |
| Costs of Issuance | 75,125 | - | 75,125 |
| Debt Service Reserve | - | - | - |
| Rounding | - | - | - |
| Total Uses of Funds | \$ 1,825,000 | \$ - | \$ 1,825,000 |

Note
Giant Eagle Guarantee Scenario
All Taxable

Urban Redevelopment Authority of Pittsburgh
TIF Revenue Note
Baum Negley TIF Project

| Bond Issue Structure | Maturity | Coupon | Price | Yield | Amount |
|-------------------------|----------|--------|-------|-------|-----------|
| Series A | 2024 | 7.00% | 100% | 7.00% | 1,825,000 |

Cost of Issuance Analysis

| Series | A | B | Total | |
|------------------------------|-----------|------|-----------|------------------------|
| Placement Fee | \$ 10,000 | \$ - | \$ 10,000 | City of Pittsburgh Fee |
| TIF Counsel | 15,000 | - | 15,000 | 18,250 |
| URA Initial Fee | 18,250 | - | 18,250 | School District Fee |
| Lender's Counsel | - | - | - | 18,250 |
| Trustee and Tax Fund Initial | 1,500 | - | 1,500 | Due at Closing |
| Lender's Upfront Fee | 27,375 | - | 27,375 | 36,500 |
| Financial Advisor | - | - | - | cannot be |
| Accountants | - | - | - | funded from |
| Official Statement Printing | - | - | - | bond proceeds |
| Misc, Filings and Releases | 3,000 | - | 3,000 | as per URA |
| | \$ 75,125 | \$ - | \$ 75,125 | |

**CENTRE & NEGLEY TIF DISTRICT
TAX INCREMENT BASE**

| <u>Lot & Block</u> | <u>Fair Market Value as of January 2004</u> | <u>Base Taxes as of January 2004 *</u> |
|------------------------|---|--|
| 51-M-130 | \$ 3,141,300 | \$ 90,469 |
| 51-M-134 | \$ 173,700 | \$ 5,003 |
| 51-M-136 | \$ 225,300 | \$ 6,489 |
| 51-M-171 | \$ 93,300 | \$ 2,687 |
| 51-M-172 | \$ 60,600 | \$ 1,745 |
| 51-M-172A | \$ 260,000 | \$ 7,488 |
| 51-M-173 | \$ 89,800 | \$ 2,586 |
| 51-M-174A | \$ 61,300 | \$ 1,765 |
| 51-M-174B | \$ 35,000 | \$ 1,008 |
| 51-M-174C | \$ 45,000 | \$ 1,296 |
| 51-M-175 | \$ 93,500 | \$ 2,693 |
| 51-M-175A | \$ 31,800 | \$ 916 |
| 51-M-175B | \$ 59,400 | \$ 1,711 |
| 51-M-175C | \$ 58,800 | \$ 1,693 |
| 51-M-176 | \$ 61,700 | \$ 1,777 |
| 51-M-176A | \$ 58,200 | \$ 1,676 |
| 51-M-176B | \$ 58,000 | \$ 1,670 |
| 51-M-176C | \$ 49,400 | \$ 1,423 |
| 51-M-178 | \$ 102,800 | \$ 2,961 |
| 51-M-180 | \$ 111,300 | \$ 3,205 |
| 51-M-181 | \$ 82,500 | \$ 2,376 |
| 51-M-182 | \$ 91,500 | \$ 2,635 |
| 51-M-183 | \$ 82,000 | \$ 2,362 |
| 51-M-259 | \$ 48,800 | \$ 1,405 |
| 51-M-259A | \$ 87,000 | \$ 2,506 |
| 51-M-262 | \$ 990,000 | \$ 28,512 |
| 51-M-303 | \$ 10,500 | \$ 302 |
| | <u>\$ 6,262,500</u> | <u>\$ 180,360</u> |

* The tax base will be calculated using the actual fair market values as of the date the TIF Plan is adopted.

REPORT #1594

BUSINESS/FINANCE COMMITTEE

Sealed bids were opened in Conference Room "A" Center Section on Tuesday, January 27, 2004. The results were tabulated and will be kept on file in the General Services Office. These bids were advertised as required by law in compliance with the School Code of the Commonwealth of Pennsylvania and guidelines set by the Board of Public Education including the Business Opportunity Program and the Substance Abuse Policy.

INQUIRY #8258 FOOD SERVICE CENTER
020-6530-500-3100-610

HEAT-SEALABLE LIDDING - Contract for the purchase and delivery of heat-sealable lidding for a period of four (4) months from March 1, 2004 to June 30, 2004.

3 Inquiries Sent - 2 Bids Received

Estimated Total Cost -- \$33,000

SUPPLIER

TOTAL LOT PRICE

Preferred Packaging
Transilwrap Co.

\$ 58,302.00
60,476.00

INQUIRY #8259 VARIOUS LOCATIONS
000-6303-010-2620-610

INTERCHANGEABLE CORE SYSTEMS--LOCKS AND KEYS - Contract for the purchase and delivery of interchangeable core systems-locks and keys for a period of one (1) year from February 25, 2004 to January 31, 2005.

3 Inquiries Sent - 1 Bid Received

Estimated Total Cost -- \$30,000

SUPPLIER

TOTAL LOT PRICE

Best Access Systems, Inc.

\$ 27,183.00

* * * * *

RESOLUTIONS

VIDEO CONFERENCING EQUIPMENT

Authorization is requested to enter into an agreement with RoData, Inc. for the purchase of video conferencing equipment using State Contract pricing for use by the Office of Technology. Total cost not to exceed \$57,314.74 chargeable to Account No. 001-5000-010-2240-758.

REMEDY SOFTWARE

Authorization is requested to enter into an agreement with Questeq Corporation for the purchase of Remedy maintenance and support for use by the Office of Technology. Total cost not to exceed \$63,407.00 chargeable to Account No. 000-5000-010-2240-618.

NETOP SOFTWARE

Authorization is requested to enter into an agreement with Questeq Corporation for the renewal of the license agreement for NetOp Remote Control software used by the Office of Technology to assist the support staff in troubleshooting end-user issues. Total cost not to exceed \$40,999.99 chargeable to Account No. 000-5000-010-2240-618.

* * * * *

Authorization is requested to issue purchase orders in excess of \$5,000 for the items listed below to the vendors specified in accordance with Board Policy.

REQUISITION #0000004177

OLIVER HIGH SCHOOL
317-4317-606-2380-750

CUSTODIAL EQUIPMENT – Purchase of a NSS Champ ZS ride-on scrubber for Oliver High School.

SUPPLIER

TOTAL LOT PRICE

D.H. Bertenthal & Sons

\$8,984.00

REQUISITION #0000004454

OFFICE OF TECHNOLOGY
001-5000-010-2240-618

SOFTWARE LICENSE – Purchase of eScholar Data Warehouse software license and license for Vista Advanced Reports & Analysis for a Phase I project from March 1, 2004 through April 15, 2004 for use in the Office of Technology.

SUPPLIER

TOTAL LOT PRICE

eScholar

\$7,000.00

The Board is notified that the following requisitions have been processed for the purchase of materials for use by students or teachers in the classroom during the period prior to February 2, 2004 in accordance with Board Policy.

There are no requisitions in this section for this month.

* * * * *

The details supporting these inquiries, bids and resolutions are made a part of this report by reference thereto and may be seen in the General Services Office. Where approximate quantities are used or where common business practice dictates, the total bid will be subject to additions and/or deductions based on the unit price shown on the bid.

Respectfully submitted,

FLOYD McCREA, Chairperson
Committee on Business/Finance

**REPORT NUMBER 0406
TABULATION OF BIDS**

Committee on Operations

Directors:

Sealed bids were opened on January 13, 16, 20 and 28, 2004. All bids are tabulated and kept on file in the Office of the Director, Facilities Division. These bids were advertised as required by law and comply with the School Code of the Commonwealth of Pennsylvania and guidelines set by the Board of Public Education, including the Business Opportunities Program and Substance Abuse policies set by the Board. The recommendations for award are made on the basis of a firm's technical capabilities, expertise, and workload.

- (1) **BELTZHOVER**
Plumbing Work
107-6300-345-4630-450
Replace water main (emergency project)
Estimate: \$25,000

| | |
|-----------------------------|-----------------|
| <u>W.G. Tomko, Inc.</u> | <u>\$29,750</u> |
| Magnum Mechanical | 38,900 |
| East End Plumbing & Heating | no bid |

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: W.G. Tomko, Inc.: \$29,750.

- (2) **BRASHEAR**
Electric Work
329-6300-345-4640-450
Replace stage lighting/dimmerboard
Estimate: \$160,000

| | |
|-------------------------|-----------|
| Hanlon Electric Company | \$259,300 |
| Allegheny City Electric | 286,000 |
| Moletz Electric | 298,500 |
| Marvel Electric | 399,900 |

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Reject and rebid due to differential between estimate and bids received.

- (3) CAPA
General Work
303-6312-346-4500-450
Renovate 7th and 8th floors (rebid)
Estimate: \$1,998,700

| | Alt #2 | Base Bid |
|------------------------------|-------------------|--------------------|
| <u>Gurtner and Sons, LLC</u> | <u>\$-149,000</u> | <u>\$1,792,000</u> |
| A.G. Cullen Construction | -149,000 | 1,793,000 |
| Franjo Construction | no bid | 1,760,000 |
| Thomas DiDiano | -180,000 | 1,839,000 |
| Reginella Construction | -180,000 | 1,844,000 |
| Yarborough Development | -216,000 | 1,894,000 |

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: **Gurtner & Sons, LLC: \$1,643,000** which includes acceptance of Alternate #2.

Alt #2 - Roof demolition and hazardous material abatement, replacement, Bitz Building.

- (4) LANGLEY
Electric Work
313-6300-343-4640-450
Replace sound system and auditorium sound system
Estimate: \$380,000

| | |
|--------------------------------------|------------------|
| <u>Allegheny City Electric, Inc.</u> | <u>\$245,000</u> |
| Frankl Electric | 284,963 |
| Moletz Electric | 307,850 |
| Marvel Electric | 342,479 |

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: **Allegheny City Electric, Inc.: \$245,000**.

- (5) LINDEN
Electric Work
149-6300-343-4640-450
Sound system (rebid)
Estimate: \$80,000

| | |
|--------------------------------------|-----------------|
| <u>Allegheny City Electric, Inc.</u> | <u>\$58,900</u> |
| Marvel Electric | 70,500 |
| Electrical Associates | 71,800 |
| Angelos Manoloudis | 75,650 |
| Frankl Electric | 98,685 |

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: **Allegheny City Electric, Inc.: \$58,900**.

- (6) MILLIONES
Electric Work
211-6300-343-4610-450
Security system
Estimate: 1,400,000

| | |
|-------------------------------------|--------------------|
| <u>Wellington Power Corporation</u> | <u>\$1,291,714</u> |
| Moletz Electric | 1,574,000 |
| Frankl Electric | 1,712,345 |

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Wellington Power Corporation: **\$1,291,714.**

- (7) REIZENSTEIN
Electric Work
297-6300-343-4610-450
Install security system
Estimate: \$1,310,000

| | |
|-------------------------------------|------------------|
| * Moletz Electric Company | \$1,325,000 |
| <u>Wellington Power Corporation</u> | <u>1,364,700</u> |

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Wellington Power Corporation: **\$1,364,700.**

- * Moletz Electric Company was found to be non-compliant with the School District's EBE policy.

Respectfully submitted,

Floyd McCrea
Chairperson

REPORT NUMBER 0407
ADDITIONS AND DEDUCTIONS TO CONSTRUCTION CONTRACTS

Committee on Operations

Directors:

It is recommended that the following additions and deductions to construction contracts be adopted:

| Contract & Change Order Information | ADD | DEDUCT |
|--|----------------|--------|
| ADMINISTRATION BUILDING: Open wall renovations | | |
| STERLING CONTRACTING, LLC | | |
| Contract Number: 0F3243 | | |
| Contract Amount: \$74,700 | | |
| Previous CO \$: \$16,424 | | |
| Account Number: 001-6300-343-4660-450 | | |
| C.O. #2 | \$7,592 | |
| Provide lateral file in Room 117; provide carpeting in Rooms 117, 121, and 123; and provide for the deletion of six (6) small gates (Adds \$8308 and deducts \$719). | | |
| Explanation: | | |
| Various requests from Administrative Representatives involved with the renovation project. | | |
| <i>Requested by Administrative Representatives</i> | | |
| ALLEGHENY MIDDLE: ADA elevators (E) (Group) | | |
| MOLETZ ELECTRIC COMPANY | | |
| Contract Number: 0F3232 | | |
| Contract Amount: \$19,262.50 | | |
| Previous CO \$: \$6,182 | | |
| Account Number: 204-6301-344-4500-450 | | |
| C.O. #2 | \$4,761 | |
| A. Troubleshoot and repair stairwell lighting near the boiler room -- \$844. | | |
| B. Provide for the rerouting, reconnection and mechanical protection of the two (2) lightning protection down conductors -- \$3,917. | | |
| Explanation: | | |
| A. The lack of lighting in the stairwell created a safety hazard in the area. Correction of the lighting deficiency required immediate correction. | | |
| B. Due to safety reasons this work was required to be performed immediately to restore the lightning | | |

protection system.

A & B: Safety issue

ARSENAL: Restroom renovations (P)

EAST END PLUMBING & HEATING

Contract Number: 0F3209

Contract Amount: \$68,000

Previous CO \$: \$0

Account Number: 298-6300-228-4500-450

C.O. #1

\$3,342

Remove wall near Room 34 to access existing vent stack and tie in new vent branch for new lavatory rough-in.

Explanation:

The original as-built drawing indicated the location of the existing vent stack in a different area.

Unforeseen field condition

BURGWIN: Renovate special education

classrooms/main office (G)

ENVIRONMENTAL CONSULTANTS, INC.

Contract Number: 0F3254

Contract Amount: \$157,500

Previous CO \$: \$26,028

Account Number: 111-6301-344-4500-450

C.O. #3

\$10,397

- A. Provide and install new boiler room exit door including jamb and all hardware -- \$2,481.
- B. Furnish and install three (3) lateral files with two (2) drawers keyed alike -- \$2,905.
- C. Install additional aluminum trimmed tack boards in the office and Room 104 and a drop ceiling in the basement restroom -- \$5,011.

Explanation:

- A. Due to unforeseen site conditions it was necessary to redesign the door installation at the boiler room exterior entrance.
- B. The originally specified three (3) drawer lateral files were on site and could not be located in the original area as designed. File space was required for this area so it was decided to order two (2) drawer lateral files and relocate the original specified lateral file to another area.
- C. This work was required to complete the project and was missed by the in-house design team.

A: Unforeseen field condition; B: Beyond scope of work; and C: Omitted by design

CAPA: New CAPA building

MASCARO CONSTRUCTION COMPANY, L.P.

Contract Number: 0F1150

Contract Amount: \$23,897,000

Previous CO \$: \$187,561

Account Number: 303-6312-344-4500-450

C.O. #20**\$71,634****\$10,813**

- A. Modify the structural steel in the north stairwell at the roof level. (Add) -- \$4,432.
- B. Modify the glazing stops in the glass partitions in the north stairwell. (Add) -- \$4,651.
- C. Provide credit for wheelchair lift not installed in the orchestra pit area. (Deduct) -- -\$10,813.
- D. Modify the trap doors in the main theater stage. (Add) -- \$8,228.
- E. Install new window shades in the curtainwall windows. Replace the classroom shade fabric with tighter weave fabric. (Add) -- \$54,323.

Explanation:

- A. Design error. A conflict between the structural steel design drawings and the stair drawings necessitated the rework of the structural steel, and masonry patching, in the north stairwell.
- B. Design error. The glazing stop detail, which indicates how to secure the glass within the metal frames, was changed during the shop drawing review. The architect's changes involved additional material and installation labor

This proposed add had been negotiated down from an originally proposed amount of \$9,302 as part of an on-going review between the contractor and Facilities staff.

- C. A ramp was constructed instead of the wheelchair lift in the orchestra pit area.
- D. Design error. Ten trap doors were installed in the stage for stage productions. As designed, the trap doors were not rigid enough to stay level when the edges were stepped on. The edges and frames of the trap doors were reinforced with wood shims and edged with hardwood framing.
- E. Design error. Due to a design oversight, the curtain wall windows were not designated to have window treatment. In addition, the classroom window shades let in too much light to effectively show videos, slides, or overhead projections.

A, B, D, & E: Design error and C: Design change

CAPA: New CAPA building

LIGHTHOUSE ELECTRIC COMPANY, INC.

Contract Number: 0F1153

Contract Amount: \$2,869,500

Previous CO \$: \$989,152

Account Number: 303-6312-344-4500-450

C.O. #15**\$6,681**

Provide power for the Astrovision screen ventilation system.

Explanation:

The screen was originally specified as a Sony "Jumbotron" system; however, Sony stopped manufacturing the Jumbotron prior to the installation of the screen. Panasonic's "Astrovision" system was accepted as an alternative. The ventilation power requirements differ for the Astrovision system and the electrical cost is marginally higher

This proposed add had been negotiated down from an originally proposed amount of \$9,587 as part of on-going review between the contractor and Facilities staff.

Design change**CHATHAM: Restroom renovations -- phase two**

EAST END PLUMBING & HEATING

Contract Number: 0F3289

Contract Amount: \$63,000

Previous CO \$: \$0

Account Number: 114-6301-344-4500-450

C.O. #1**\$1,777**

Provide for the relocation of the hot water heater return line.

Explanation:

The original as-built drawing indicated the location of the existing return line in a different area.

Unforeseen field condition**CHATHAM: Restroom renovations -- phase two**

G.C.S., INCORPORATED

Contract Number: 0F3290

Contract Amount: \$31,862

Previous CO \$: \$6,124

Account Number: 114-6301-344-4500-450

C.O. #3**\$2,370**

Associated cost for demobilization and remobilization of all work in the boiler room including shift differential.

Explanation:

Costs incurred caused by the delays in the project.

Requested by the Facilities Division

COLUMBUS: Stage renovations

VERN'S ELECTRIC, INC.

Contract Number: 0F2336
Contract Amount: \$69,818
Previous CO \$: \$0
Account Number: 208-6300-339-4660-450

C.O. #1**\$1,556**

- A. Furnish and install temporary outlets for asbestos removal equipment -- \$325.
- B. Remove emergency light fixtures and reinstall emergency light fixtures after ceiling work is complete -- \$206.
- C. Repair/replace conduits damaged during construction -- \$550.
- D. Remove and replace existing ballast with new -- \$475.

Explanation:

Miscellaneous conduits were inadvertently damaged during the demolition process of the construction process. The existing ballast were old and in need of repair.

A, B & C: Unforeseen field condition and D: Beyond scope of work**DILWORTH: ADA elevator and renovate library**

ANGELOS MANOLOUDIS ELECTRIC COMPANY

Contract Number: 0F2301
Contract Amount: \$97,975
Previous CO \$: \$1,667
Account Number: 161-6301-340-4500-450

C.O. #3**\$12,064**

Provide and install additional conduit for the CAT6 cable and associated power wiring for the LAN Network wall mounted rack, patch panel, patch cables, and router.

Explanation:

The additional work was requested by the School's Administration.

Requested by School's Administration**DILWORTH: Restroom renovations (G)**

LIOKAREAS CONSTRUCTION COMPANY, INC.

Contract Number: 0F3261
Contract Amount: \$168,000
Previous CO \$: \$5,041
Account Number: 161-6301-344-4500-450

C.O. #2**\$8,243**

Provide all necessary labor to provide premium work time to ensure substantial completion of the project for the opening of school.

Explanation:

Delays in the project completion were caused by the delivery dates of the ceramic tile from the manufacturer and the ability of the plumbing contractor to perform his work in a timely manner.

Conditions of contract documents**LETSCHER: Restroom renovation (phase one) (E)****MOLETZ ELECTRIC COMPANY**

Contract Number: 0F3219

Contract Amount: \$19,000

Previous CO \$: \$0

Account Number: 332-6301-340-4500-450

C.O. #1**\$2,500**

Bonus for completing the contract work and punch list prior to its' original completion date of August 22, 2003.

Explanation:

The contract specification allows for a bonus of \$500 per diem for a maximum of \$2,500 to be given when a contractor completes his or her work prior to the completion date as outlined in the contract documents.

Conditions of previous contract documents no longer applicable**LIBERTY: Corridor/gym floor - Phase 1****KENCHIKU CONSTRUCTION INC.**

Contract Number: 0F2277

Contract Amount: \$194,395

Previous CO \$: \$0

Account Number: 147-6300-339-4610-450

C.O. #1**\$3,400**

Provide for the re-mobilization of painting the game lines on the gym floor.

Explanation:

Re-mobilization was necessary because of the delays caused by the school's administration in permitting the scheduling of work.

Requested by School's Administration**LIBERTY: Restroom renovations (G)****LIOKAREAS CONSTRUCTION COMPANY, INC.**

Contract Number: 0F3266

Contract Amount: \$124,000

Previous CO \$: \$3,120

Account Number: 147-6301-344-4500-450

C.O. #2**\$883**

Provide all necessary labor to provide premium work time to ensure substantial completion of the project for the opening of school.

Explanation:

Delays in the project completion were caused by the delivery dates of the ceramic tile from the manufacturer and the ability of the plumbing contractor to perform his work in a timely manner.

Authorized by the Facilities Division

LINDEN: Replace gym floor

G.C.S., INCORPORATED

Contract Number: 0F3294
Contract Amount: \$26,360
Previous CO \$: \$3,725
Account Number: 149-6300-343-4660-450

C.O. #2**\$3,487**

Provide labor and material to extend 1-1/4 inch condensate tank vent to exterior of building with 180 degree bend and enclose pipe rise on exterior.

Explanation:

The vent piping was not shown on the contract documents.

Value added item**MIFFLIN: Facilities Utilization Plan (K-8)**

YARBOROUGH DEVELOPMENT, INC.

Contract Number: 0F2315
Contract Amount: \$5,438,000
Previous CO \$: \$56,131
Account Number: 153-6310-346-4500-450

C.O. #3**\$12,261**

- A. Provide a temporary exterior door and patch walls and ceilings in the temporary Cafeteria Room 120 -- \$2,412.
- B. Provide an 8 inch concrete masonry wall for a return air shaft in the Gymnasium Storage Room -- \$725.
- C. Provide a Mannington Lifelines floor instead of a Mannington Magna Multiflec floor at the Food Service area -- \$1,220.
- D. Provide studs for block back-up of wall in Room 116 -- \$455.
- E. Brace and straighten walls in Corridor 115 -- \$867.
- F. Plaster patch walls in several classrooms -- \$1,148.
- G. Provide a bulkhead at the south wall of Room 131 and patch existing wall -- \$497.
- H. Repair plaster on west walls of Rooms 206 and 304 -- \$821.
- I. Patch floor tile at the temporary cafeteria, emergency exit way on the first floor, and Rooms 131, 136 and 205 and remove the same for the new tile -- \$875.
- J. Provide one (1) Wenger Orffmobile for the Music Suite -- \$1,079.
- K. Provide additional steel floor framing under the Locker Room floor -- \$2,162.

Explanation:

- A. To connect the new addition to the existing building, the cafeteria in the lower level was relocated to two classrooms in the 1950's building requiring additional work to provide a temporary cafeteria. The ceiling patch was needed to conceal glue from old ceiling tile that was removed.
- B. No designation was given as to the type of wall

specified on the drawings. The contractor assumed a 6 inch stud wall and the architect wanted an 8 inch concrete masonry wall. The cost of this change order is the difference between the two types of walls.

- C. Requested by the Food Service Department.
- D. When a chalkboard was removed, a hole existed in the wall and needed to be filled in to attach finished block work.
- E. When the ceiling was removed to install the new ceiling, the existing walls that had been held in place by the ceiling moved. Additional bracing was required to align the existing walls.
- F. Some of the existing walls required plaster patching due to cracks, tack holes, tape, etc., prior to painting.
- G. After demolition of the area for the elevator shaft, an existing bearing beam was exposed and required a finished bulkhead to conceal the beam.
- H. The existing plaster was in poor condition and required correction to complete the new finishes in the toilet rooms around the windows on the west wall.
- I. Floor tile removed adjacent to demolished walls for prior construction was patched to prevent tripping hazards and to cover up exposed asbestos substrate material until the rooms are completed in the future.
- J. Requested by the Music Instructor and the Principal of the school.
- K. Design error. The design drawings indicated finished elevations incorrectly. This error required the contractor to install a concrete slab thinner than designed. To accommodate the loads with this composite slab, additional steel had to be installed below the slab. Facilities Division intends to backcharge the design consultant for the cost of this change.

A, B, F, & H: Beyond scope of work; C: Requested by Food Service; D, E, & G: Unforeseen field condition; I: Safety issue; J: Requested by the Music Instructor; and K: Design error

MIFFLIN: Facilities Utilization Plan (K-8)

CLISTA ELECTRIC INC.

Contract Number: 0F2318
 Contract Amount: \$1,093,720
 Previous CO \$: \$0
 Account Number: 153-6310-344-4500-450

C.O. #3

\$6,613

- A. Provide duct detectors for mechanical air handling units and connect to the fire alarm panel -- \$4,910.
- B. Provide wiring for the hot water recirculating pump including a disconnect and aquastat -- \$1,703.

Explanation:

- A. Design error. The detectors were not shown on the design drawings and are required by building code.
- B. Design error. The electrical connections were not included in the original design documents but are

required for a functional mechanical system.

A & B: Design error

NEW HOMEWOOD: New elementary school in Homewood
RYCO, INC.

Contract Number: 0F2320
Contract Amount: \$808,800
Previous CO \$: \$351,453
Account Number: 142-6307-344-4500-450

C.O. #6

\$14,274

- A. Richland Street waterline tap relocation -- \$4,566.
B. Premium time -- \$9,708.

Explanation:

- A. Unforeseen field condition. It was determined that once this waterline was routed back up to its original elevation, it no longer intersected the proposed 8 inch waterline from the north and an existing 6 inch waterline from the south. Since all three lines are required to be connected, the waterline taps were shifted further west. This change includes a pair of forty-five degree elbows at each revised tap location, a pair of forty-five degree elbows at each waterline and a section of pipe to connect each pair while remaining within the right-of-way of the recently vacated Susquehanna Street.
- B. Facilities Division authorized premium time to allow the contractor to maintain the accelerated schedule on this project. The accelerated schedule is necessary due to unforeseen and unavoidable delays at the start of the project.

A: Unforeseen field condition and B: Authorized by the Facilities Division

NEW HOMEWOOD: New elementary school in Homewood
R. A. FINNEGAN, INC.

Contract Number: 0F2321
Contract Amount: \$1,424,300
Previous CO \$: \$0
Account Number: 142-6307-344-4500-450

C.O. #1

\$13,460

\$7,677

- A. Premium time. (Add) -- \$3,645.
B. Extend finned heating tube system into Vestibule 101B. (Deduct) -- -\$71.
C. Install mechanical joint piping in lieu of welded piping. (Deduct) -- -\$2,106.
D. Delete 21 smoke dampers and 14 duct detectors. (Deduct) -- -\$5,500.
E. Relocate unit ventilators in six areas. (Add) -- \$9,173.
F. Relocate split fan coil unit and convector unit in the Network Room. (Add) -- \$642.

Explanation:

- A. Facilities Division authorized premium time to allow the contractor to maintain the accelerated schedule on this project. The accelerated schedule is necessary due to unforeseen and unavoidable

- delays at the start of the project.
- B. Extending the finned heating tube system into Vestibule 101B made it possible to delete the cabinet unit heater originally scheduled to be installed in this space resulting in an overall deduct for this portion of work.
 - C. Mechanical joint piping was installed in lieu of welded piping. This material substitution will result in a deduct and assist in the acceleration of the schedule on this project.
 - D. Because the building is completely fully sprinklered, the contract documents indicate more smoke dampers and duct detectors than are necessary to meet the code requirement. This change reflects the cost of material and labor for the deleted equipment.
 - E. Facilities Division determined that relocating these unit ventilators would provide better access and allow any future maintenance on these units to occur more easily.
 - F. Since the time of design for the telecommunications and security for this project, the criteria for these items has been revised by the School District. This revision in telecommunications and security requirements necessitated the installation of more equipment in the network room. To properly install this new equipment, the split fan coil unit and convector unit located in this room needed to be relocated.

A: Authorized by the Facilities Division; B, C, & D: Credit; and E & F: Beyond scope of work

**NEW HOMEWOOD: New elementary school in Homewood
PITT ELECTRIC, INC.**

Contract Number: 0F2322
Contract Amount: \$1,388,576
Previous CO \$: \$445,861
Account Number: 142-6307-344-4500-450

C.O. #7

\$24,000

\$1,331

- A. Install a capacitor bank. (Add) -- \$9,960.
- B. Premium time. (Add) -- \$14,040.
- C. Lighting fixture change. (Deduct) -- -\$1,331.

Explanation:

- A. Design change. The original drawings called for an individual capacitor to be attached to the chiller, condenser, CU-4 and CU-5. The manufacturer of these units would not warrant the equipment if a capacitor was attached as proposed. In exchanging the four individual capacitors with one automatic capacitor bank, all equipment in the building is protected rather than just the four major pieces of mechanical equipment originally specified. This change will also provide a smaller, more compact installation and allow the School District to experience long term added savings to the utility bill.
- B. Facilities Division authorized premium time to allow the contractor to maintain the accelerated schedule on this project. The accelerated schedule

is necessary due to unforeseen and unavoidable delays at the start of the project.

- C. Eight custom light fixtures were deleted and replaced with larger standard fixtures resulting in a savings to the School District.

A: Design change; Authorized by the Facilities Division; and C: Credit

OLIVER: Security installation
FUELLGRAF ELECTRIC COMPANY OF TENNESSEE, INC.
Contract Number: 0F1177
Contract Amount: \$596,776
Previous CO \$: \$22,988
Account Number: 317-6300-343-4610-450

C.O. #2

\$3,248

Replace three (3) security cameras and two (2) motion detectors located in the basement.

Explanation:

The gym floor was flooded and caused damage to these security devices which were beyond repair and required replacement.

Beyond scope of work

OLIVER: Alteration and Additions to Field House
EAST END PLUMBING & HEATING
Contract Number: 0F2330
Contract Amount: \$45,000
Previous CO \$: \$4,202
Account Number: 317-6300-343-4200-450

C.O. #2

\$1,303

Excavate and repair leaks on existing field sprinkler system including all backfill and reseeding.

Explanation:

The existing sprinkler system was not identified on the original as-built drawing and was damaged during the excavation process for the field house project.

Unforeseen field condition

SCHENLEY: Lab renovations (G)

LANMARK, INC.

Contract Number: 0F3282
Contract Amount: \$594,000
Previous CO \$: \$55,984
Account Number: 322-6301-344-4500-450

C.O. #3**\$501**

Provide and install utility cabinet in Room G128.

Explanation:

This work was required to provide a finished look in the newly constructed lab and conceal exposed piping which created a safety issue.

Safety issue**SCHILLER: Elevator - ADA (M)**

LUGAILA MECHANICAL, INC.

Contract Number: 0F3240
Contract Amount: \$13,850
Previous CO \$: \$4,287
Account Number: 275-6301-344-4500-450

C.O. #2**\$32,792**

- A. Relocate existing generator exhaust and reinstall per current codes -- \$8,590.
B. Provide for the installation of a new combustion air unit for boiler room with steam coil, ductwork, louvers, controls, and insulation and all other associated work -- \$24,202.

Explanation:

- A. The existing generator exhaust was buried with the wall structure and needed to be relocated to conform with current codes.
B. The existing manually operated damper/duct/louver was erroneously covered/blocked by the new building. Alternative provisions were not made by the contract documents. New units are required to meet current codes, including automation. This and other contract document errors resulted in the termination of the consultants contract.

A: Code violation and B: Design error**SCHILLER: Elevator - ADA (E)**

MILLENNIAL ELECTRIC CO., INC.

Contract Number: 0F3241
Contract Amount: \$113,500
Previous CO \$: \$14,540
Account Number: 275-6301-344-4500-450

C.O. #2**\$24,156**

Provide for the deletion of installation the originally required underground electrical service for the elevator project.

Explanation:

Due to changes in design the underground service was no longer required.

Credit

VANN: Restroom renovations (G)
 CO. STOCK CONSTRUCTION SERVICES, INC
 Contract Number: 0F3225
 Contract Amount: \$132,900
 Previous CO \$: \$9,524
 Account Number: 183-6301-344-4500-450

C.O. #2**\$992**

Provide and install new toilet partitions and top rails for all necessary repairs.

Explanation:

After the toilet partitions were install it was discovered that the rain conductor behind the wall was deteriorated and in need of repair and the newly installed partitions required removal, alterations, and re-installation.

Beyond scope of work

VANN: Restroom renovations (P)
 EAST END PLUMBING & HEATING
 Contract Number: 0F3226
 Contract Amount: \$56,795
 Previous CO \$: \$4,370
 Account Number: 183-6301-344-4500-450

C.O. #2**\$4,628**

- A. Replace five (5) foot portion of a 5-inch cast iron rain conductor -- \$469.
- B. Provide for additional labor required caused by delays caused from the asbestos abatement -- \$4,159.

Explanation:

- A. The existing rain conductor was deteriorated at the connection and in need of repair.
- B. Above the first floor ceiling was not visible during the design and bidding process and the existing condition was unknown prior to demolition.

A & B: Unforeseen field condition

TOTAL
 COUNT

\$254,759
 26

\$43,977
 4

Throughout the change order process, various costs have been negotiated between the contractor and Facilities staff. Of these negotiated change orders, the original proposed cost to the Board was \$18,889 which was negotiated to a final cost of \$11,332, saving the "Board" \$7,557 in proposed change order cost.

CHANGE ORDER UPCOMING (✓)

FACILCHG.I
02/04/
(4C

| FACILITY | CONTRACT # | VENDOR | ADD | DEDUCT | COMMENT | TOTAL CO \$ |
|-------------------------|------------|---|-------------|-------------|---|-------------|
| ADMINISTRATION BUILDING | 0F3243 | STERLING CONTRACTING, LLC | \$7,592.00 | | Requested by Administrative Representatives | \$24,016.0 |
| ALLEGHENY MIDDLE | 0F3232 | MOLETZ ELECTRIC COMPANY | \$4,761.00 | | A & B: Safety issue | \$10,943.0 |
| ARSENAL | 0F3209 | EAST END PLUMBING & HEATING | \$3,342.00 | | Unforeseen field condition | \$3,342.0 |
| BURGWIN | 0F3254 | ENVIRONMENTAL CONSULTANTS, INC. | \$10,397.00 | | A: Unforeseen field condition; B: Beyond scope of work; and C: Omitted by design | \$36,425.0 |
| CAPA | 0F1150 | MASCARO CONSTRUCTION COMPANY, L.P. | \$71,634.00 | \$10,813.00 | A, B, D, & E: Design error and C: Design change | \$248,382.0 |
| CAPA | 0F1153 | LIGHTHOUSE ELECTRIC COMPANY, INC. | \$6,681.00 | | Design change | \$995,833.0 |
| CHATHAM | 0F3289 | EAST END PLUMBING & HEATING | \$1,777.00 | | Unforeseen field condition | \$1,777.0 |
| CHATHAM | 0F3290 | G.C.S., INCORPORATED | \$2,370.00 | | Requested by the Facilities Division | \$8,494.0 |
| COLUMBUS | 0F2338 | VERN'S ELECTRIC, INC. | \$1,556.00 | | A, B & C: Unforeseen field condition and D: Beyond scope of work | \$1,556.0 |
| DILWORTH | 0F2301 | ANGELOS MANOLOUDIS ELECTRIC COMPANY | \$12,064.00 | | Requested by School's Administration | \$13,731.0 |
| DILWORTH | 0F3261 | LIOKAREAS CONSTRUCTION COMPANY, INC. | \$8,243.00 | | Conditions of contract documents | \$13,284.0 |
| LETSCH | 0F3219 | MOLETZ ELECTRIC COMPANY | \$2,500.00 | | Conditions of previous contract documents no longer applicable | \$2,500.0 |
| LIBERTY | 0F2277 | KENCHIKU CONSTRUCTION INC. | \$3,400.00 | | Requested by School's Administration | \$3,400.0 |
| LIBERTY | 0F3266 | LIOKAREAS CONSTRUCTION COMPANY, INC. | \$883.00 | | Authorized by the Facilities Division | \$4,003.0 |
| LINDEN | 0F3294 | G.C.S., INCORPORATED | \$3,487.00 | | Value added item | \$7,212.0 |
| MIFFLIN | 0F2315 | YARBOROUGH DEVELOPMENT, INC. | \$12,261.00 | | A, B, F, & H: Beyond scope of work; C: Requested by Food Service; D, E, & G: Unforeseen field condition; I: Safety issue; J: Requested by the Music Instructor; and K: Design error | \$68,392.0 |
| MIFFLIN | 0F2318 | CLISTA ELECTRIC INC. | \$6,613.00 | | A & B: Design error | \$6,613.0 |
| NEW HOMEWOOD | 0F2320 | RYCO, INC. | \$14,274.00 | | A: Unforeseen field condition and B: Authorized by the Facilities Division | \$365,727.0 |
| NEW HOMEWOOD | 0F2321 | R. A. FINNEGAN, INC. | \$13,460.00 | \$7,677.00 | A: Authorized by the Facilities Division; B, C, & D: Credit; and E & F: Beyond scope of work | \$5,783.0 |
| NEW HOMEWOOD | 0F2322 | PITT ELECTRIC, INC. | \$24,000.00 | \$1,331.00 | A: Design change; Authorized by the Facilities Division; and C: Credit | \$468,530.0 |
| OLIVER | 0F1177 | FUELLGRAF ELECTRIC COMPANY OF TENNESSEE, INC. | \$3,248.00 | | Beyond scope of work | \$26,236.0 |
| OLIVER | 0F2330 | EAST END PLUMBING & HEATING | \$1,303.00 | | Unforeseen field condition | \$5,505.0 |
| SCHENLEY | 0F3282 | LANMARK, INC. | \$501.00 | | Safety issue | \$56,485.0 |
| SCHILLER | 0F3240 | LUGAILA MECHANICAL, INC. | \$32,792.00 | | A: Code violation and B: Design error | \$37,079.0 |
| SCHILLER | 0F3241 | MILLENNIAL ELECTRIC CO., INC. | | \$24,156.00 | Credit | -\$9,616.0 |

CHANGE ORDE UPCOMING (✓)

JLCHG.DTF
02/04/04
(40.2)

| FACILITY | CONTRACT # | VENDOR | ADD | DEDUCT | COMMENT | TOTAL CO \$ |
|----------------|---------------|--------------------------------------|--------------------|------------------|-----------------------------------|----------------|
| VANN | 0F3225 | CO. STOCK CONSTRUCTION SERVICES, INC | \$992.00 | | Beyond scope of work | \$10,516.00 |
| VANN | 0F3226 | EAST END PLUMBING & HEATING | \$4,628.00 | | A & B: Unforeseen field condition | \$8,998.00 |
| ===== | ===== | ===== | ===== | ===== | ===== | ===== |
| TOTAL COUNT | 27 | | \$254,759.00 26 | \$43,977.00 4 | | |

BUSINESS / FINANCE COMMITTEE
February 24, 2004

2003 TRANSFER OF FUNDS
GENERAL FUND

DIRECTORS:

It is recommended that the following transfer be approved:

| | | |
|----------------------|-----|-------------|
| From Major Objects - | 100 | \$ 537,244 |
| | 300 | 1,481,625 |
| | 400 | 619,879 |
| | 500 | 1,505,018 |
| | 600 | 2,297,110 |
| | 700 | 1,207,124 |
| To Major Objects - | 200 | \$7,643,000 |
| | 300 | 5,000 |

For a 2003 transfer of \$7,648,000 from various accounts to establish the Retiree Life Insurance internal service fund to support the District's retiree life liability and for the Public Financial Management (PFM) portion.

Respectfully submitted,

Floyd McCrea
Chairperson
Business / Finance Committee

**2003 APPROPRIATIONS BY MAJOR OBJECT
ADJUSTED AS OF FEBRUARY 2004**

| MAJOR OBJECT | DESCRIPTION | APPROPRIATIONS | DATE OF TRANSFER | AMOUNT OF TRANSFER | ADJUSTED BUDGET |
|-------------------------|---|-----------------------|--|---|----------------------------|
| 100 | Personal Services- Salaries | \$217,511,184 | 06/25/2003 02/24/2004 | (\$221,680) (\$537,244) | \$216,752,260 |
| 200 | Personal Services- Employee Benefits | 53,947,335 | 06/25/2003 02/24/2004 | (\$50,320) \$7,643,000 | 61,540,015 |
| 300 | Purchased Prof. & Tech. Services | 67,026,678 | 06/25/2003 10/22/2003 10/22/2003 11/25/2003 02/24/2004 02/24/2004 | \$272,000 (\$297,000) (\$10,000) \$102,000 (\$1,481,625) \$5,000 | 65,617,053 |
| 400 | Purchased Property Services | 7,557,865 | 10/22/2003 02/24/2004 | (\$60,000) (\$619,879) | 6,877,986 |
| 500 | Other Purchased Services | 50,224,845 | 08/27/2003 10/22/2003 10/22/2003 02/24/2004 | (\$329,800) \$70,000 (\$170,000) (\$1,505,018) | 48,290,027 |
| 600 | Supplies | 17,991,809 | 08/27/2003 08/27/2003 10/22/2003 10/22/2003 11/25/2003 02/24/2004 | (\$18,883) \$250,000 \$297,000 \$170,000 (\$102,000) (\$2,297,110) | 16,290,816 |
| 700 | Property | 8,032,568 | 08/27/2003 08/27/2003 08/27/2003 02/24/2004 | \$329,800 (\$250,000) \$18,883 (\$1,207,124) | 6,924,127 |
| 800 | Other Objects | 24,321,203 | 04/23/2003 06/25/2003 09/24/2003 11/25/2003 12/17/2003 | (\$180,000) (\$180,000) (\$190,000) (\$450,000) (\$195,000) | 23,126,203 |
| 900 | Other Financing Uses | 31,827,706 | 04/23/2003 06/25/2003 09/24/2003 11/25/2003 12/17/2003 | \$180,000 \$180,000 \$190,000 \$450,000 \$195,000 | 33,022,706 |
| | Res. for Enc. | 2,500,000 | | | 2,500,000 |
| | | <u>\$480,941,193</u> | | <u>\$0</u> | <u>\$480,941,193</u> |

Committee on Business
February 24, 2004

NEW BUSINESS

RESOLVED, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to enter into an agreement, upon terms and conditions agreeable to the Solicitor, to settle and discontinue that certain case filed in the Common Pleas Court of Pennsylvania, at No. G.D. 03-004460.

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REPORT NO. 4668

February 24, 2004

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HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS

REPORT NO. 4668

February 24, 2004

Directors:

I regret to inform you of the death of Dr. Cleveland Rainey, Aide for Students with Disabilities, Conroy Education Center, on Monday, January 26, 2004.

Mr. Rudley Mrvos, Principal, pays the following tribute to his memory:

It is with great sadness that I must inform you of the death of Dr. Cleveland Rainey, Aide for Students with Disabilities at Conroy Education Center.

Dr. Rainey began his career with the Pittsburgh School District at Conroy in September, 2002 and worked as an Aide for Students with Disabilities for special needs students.

Dr. Rainey was dedicated, enthusiastic and personable employee, who was always willing to work with the most difficult of students to assist them throughout their daily lives. Dr. Rainey always displayed a positive attitude, never problems, always answers.

Dr. Rainey has passed on but he will always be remembered throughout the school.

Respectfully submitted,

**John W. Thompson, Ph.D.
Superintendent of Schools**

In Memoriam

Mr. John A. Cundieff

Presented February 24, 2004

John A. Cundieff, who served on the Pittsburgh Board of Public Education from 1971 through 1976, died December 30, 2003, at the age of 91.

Mr. Cundieff went to elementary school in Manchester and lived for many years in the Manchester community following his return to the city from Virginia. He earned master's degrees in economics and sociology, both at the University of Pittsburgh.

In addition to his service on the Board, Mr. Cundieff was involved in the lives of young people in a variety of ways. He earned his bachelor's degree in mathematics from Morgan State University and became principal of a one-room elementary school in Virginia. When he returned to Pittsburgh in 1941, he operated a program to combat gangs and youth delinquency through the Department of Public Assistance.

When he left his post with the Department of Public Assistance, Mr. Cundieff served as associate director, acting executive director and project-human services director for the Neighborhood Centers Association.

His public service included the Western Center board of trustees; Allegheny County Emergency Relief Board; Governor's Council on Drug and Alcohol Abuse; and Pittsburgh Black Action. He was an elder of Bidwell Presbyterian Church and a life member of Alpha Phi Alpha fraternity.

During World War II, Mr. Cundieff was drafted by the Army Air Corps, now the Air Force, and served in Tuskegee, Alabama, home of the famous flying school for black servicemen and the Tuskegee Airmen. He was honorably discharged in 1946.

Colleagues on the Board of Education found him to be "always a gentleman" even when issues before the Board caused differences of opinion.

Board members and staff of the Pittsburgh Public Schools extend our deepest sympathy to Mr. Cundieff's wife, Constance, his son, Rusty, his daughter, Holly, and his two grandchildren.

IN MEMORIAM

DONALD EDWARD TYLER

Donald Edward Tyler, a long-time advocate of the Head Start Program and Early Childhood Education died unexpectedly on Saturday, February 7, at the age of 75.

Mr. Tyler served Pittsburgh's Head Start program for many years at the local and state levels. At the local level he chaired the Pittsburgh Head Start Policy Council, where he played a leadership role in policy and program development.

He also served at the State level and should be recognized for the role he assumed as an advocate for very young children.

His death leaves a void, but his enduring legacy will be the important leadership role he assumed on the Policy Council.

We extend our sympathy and condolences to the family of Mr. Tyler and to the large number of employees with whom he worked on behalf of the City's youngest children.

HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS

REPORT NO. 4668

February 24, 2004

From the Superintendent of Schools
to
The Board of Public Education

Directors:

The following personnel changes are recommended for the action of the Board.

All promotions listed in these minutes are subject to the provisions of Board Rules.

A. New Appointments

Salaried Employees

| <u>Name</u> | <u>Position</u> | <u>Salary per month</u> | <u>Date</u> | <u>Increment</u> |
|---|--|-------------------------------------|-------------|------------------|
| 1. Barbour, Sondra | Educational Assistant I Preschool Assistant I Weil | \$ 1844.00 (001-01) | 01-29-04 | Feb., 2005 |
| 2. Barone, Miranda | Educational Assistant I School Support Aide Knoxville Middle | \$ 1844.00 (001-01) | 01-05-04 | Jan., 2005 |
| 3. Boyd, Michael | 3 rd Assistant Football Coach, Oliver | \$ 3260.00 (One time Payment) | 02-09-04 | |
| 4. Boyden, Bernice (Temporary) | Parent Center Assistant Communications and Marketing | \$ 2924.33 (007-01) | 03-08-04 | |
| 5. Breault, Erin (Temporary Professional) | Teacher Peabody | \$ 4310.00 (002-04) | 01-30-04 | Feb., 2005 |
| 6. Carey, Kevin (Temporary Professional) | Teacher Carrick | \$ 3550.00 (001-01) | 01-29-04 | Feb., 2005 |

| | | | | |
|--|--|-------------------------------------|----------|-------------|
| 7. Carey, Michael (Temporary Professional) | Teacher Oliver | \$ 4000.00 (002-02) | 02-02-04 | Feb., 2005 |
| 8. Cooke, Shaun | 4 th Assistant Football Coach, Carrick | \$ 2560.00 (One time Payment) | 01-28-04 | |
| 9. Dawida, Audrey | Educational Assistant I School Support Aide .5 Concord | \$ 922.00 (001-01) | 01-22-04 | Feb., 2005 |
| 10. Ehman, Erin (Temporary Professional) | Teacher Letsche | \$ 3550.00 (001-01) | 02-09-04 | Mar., 2005 |
| 11. Franks, Anne (Temporary Professional) | Counselor Peabody | \$ 3780.00 (001-01) | 01-05-04 | Jan., 2005 |
| 12. Giannuzzi, Laura (Temporary Professional) | Counselor Brashear | \$ 3780.00 (001-01) | 01-05-04 | Sept., 2004 |
| 13. Godesky, Patricia (Probationary) | Clerk Stenographer Career Development | \$ 2171.34 (005-01) | 03-15-04 | Nov., 2004 |
| 14. Hawk, Thomas (Temporary Professional) | Teacher Conroy | \$ 4050.00 (001-04) | 01-29-04 | Feb., 2005 |
| 15. Loeffler, George | Acting Security Aide School Safety | \$ 2485.00 (SEC-01) | 03-08-04 | |
| 16. Luffey, Keith | Acting Security Aide School Safety | \$ 2485.00 (SEC-01) | 03-08-04 | |
| 17. Mauro, Bonnie | Acting Security Aide School Safety | \$ 2485.00 (SEC-01) | 03-08-04 | |
| 18. Pallotta, Rachel | Educational Assistant I School Support Aide .5 Concord | \$ 922.00 (001-01) | 01-23-04 | Feb., 2005 |
| 19. Pelchar, Linda (Temporary Professional) | Teacher Westinghouse | \$ 3940.00 (001-03) | 01-12-04 | Feb., 2005 |
| 20. Pflieger, Meghan (Temporary Professional) | Teacher Minadeo | \$ 3550.00 (001-01) | 01-20-04 | Sept., 2004 |

| | | | | | |
|-----|--|--|-------------------------------------|----------|-------------|
| 21. | Pinto, Cheryl (Probationary) | Specialist – No Child Left Behind Brashear | \$ 2275.50 (005-01) | 02-25-04 | Jan., 2005 |
| 22. | Pisani, Anthony (Temporary Professional) | Teacher Morrow | \$ 3940.00 (001-03) | 02-02-04 | Sept., 2004 |
| 23. | Schlaich, Janet | Educational Assistant I School Support Aide .5 Mifflin | \$ 922.00 (001-01) | 01-23-04 | Feb., 2005 |
| 24. | Smith, Donald (Temporary Professional) | Teacher Allderdice | \$ 3550.00 (001-01) | 02-16-04 | Mar., 2005 |
| 25. | Snell, Denise (Temporary Professional) | Teacher Columbus | \$ 3550.00 (001-01) | 02-06-04 | Mar., 2005 |
| 26. | Taylor, Emmanuel | Girls' Tennis Coach Westinghouse | \$ 1865.00 (One time Payment) | 12-19-03 | |
| 27. | Thompson, Michael (Probationary) | Computer Support Specialist Office of Technology | \$ 2550.00 (014-01) | 02-26-04 | Mar., 2005 |
| 28. | Wood, Sidney (Temporary Professional) | Teacher .5 Miller/.5 Crescent | \$ 3750.00 (002-01) | 01-20-04 | Feb., 2005 |
| 29. | Yarussi, Kris (Temporary Professional) | Teacher Reizenstein | \$ 4190.00 (002-03) | 01-05-04 | Jan., 2005 |
| 30. | Zombeck, Kristy | Acting School District Police Officer School Safety | \$ 2864.00 (SEC-03) | 03-08-04 | |

Hourly Employees

| <u>Name</u> | <u>Position</u> | <u>Rate per hour</u> | <u>Date</u> |
|--------------------------|----------------------------------|---------------------------------|--------------------|
| 31. Charlton, Robin | Supervisory Aide I Friendship | \$ 7.20 | 02-09-04 |
| 32. Cirigliano, Michelle | Supervisory Aide I Brookline | \$ 7.20 | 02-09-04 |

| | | | |
|----------------------|--|----------|----------|
| 33. Ely, Gail | Supervisory Aide I Crescent | \$ 7.20 | 01-21-04 |
| 34. Fitzgerald, Dena | Cafeteria Manager Food Service | \$ 13.54 | 02-26-04 |
| 35. Schreiner, Diane | Aide for Students with Disabilities Whittier | \$ 9.00 | 01-08-04 |

B. Reassignments From Leave of Absence

Salaried Employees

| <u>Name</u> | <u>Position</u> | <u>Salary per month</u> | <u>Date</u> | <u>Increment</u> |
|------------------------|--|-----------------------------|-------------|------------------|
| 1. Caprara, Jennifer | Teacher Sunnyside | \$ 6920.00 (002-10) | 01-29-04 | |
| 2. Dixon-Mason, Marla | Preschool Teacher II Fort Pitt | \$ 3100.00 (004-01) | 02-02-04 | Feb., 2005 |
| 3. Gross, Margaret | Teacher Sunnyside | \$ 6540.00 (001-10) | 01-29-04 | |
| 4. Masdea, Michele | Teacher Chartiers | \$ 4490.00 (001-06) | 01-05-04 | Jan., 2005 |
| 5. Moses, Mary | Assistant Supervisor Head Start | \$ 4361.00 (012-02) | 01-05-04 | Jan., 2005 |
| 6. Olup, Stephen | Security Aide Office of School Safety | \$ 2485.00 (SEC-01) | 01-07-04 | |
| 7. Roberts, George | Teacher Schenley | \$ 6920.00 (002-10) | 02-02-04 | |
| 8. Smith, David | Student Assistance Aide Schenley | \$ 1915.05 (001-02) | 01-22-04 | |
| 9. Zeppuhar, Catherine | Teacher Belmar | \$ 6920.00 (002-10) | 02-02-04 | |

Hourly Employees

| <u>Name</u> | <u>Position</u> | <u>Rate per hour</u> | <u>Date</u> |
|--------------------|----------------------------|---------------------------------|--------------------|
| 10. Jackson, Kim | Light Cleaner Fort Pitt | \$ 15.73 | 02-05-04 |

C. Full-Time Substitutes

| <u>Name</u> | <u>Position</u> | <u>Salary per month</u> | <u>Date</u> |
|----------------------------|---|------------------------------------|--------------------|
| 1. Aguglia, Craig | Greenway | \$ 3440.00 (FTS-01) | 11-24-03 |
| 2. Albert-Lockwich, Nicole | Carmalt | \$ 3550.00 (FTS-02) | 01-28-04 |
| 3. Anderson, Leah | Pioneer | \$ 3480.00 (FTS-01) | 01-05-04 |
| 4. Armenti, Joelle | Oliver | \$ 3510.00 (FTS-02) | 11-05-03 |
| 5. Beals, Margaret | Carrick | \$ 3480.00 (FTS-01) | 02-02-04 |
| 6. Bey, Lamaas | Westinghouse | \$ 3440.00 (FTS-01) | 11-26-03 |
| 7. Black, Jennifer | Speech Therapist Program for Students with Exceptionalities | \$ 3480.00 (FTS-01) | 01-08-04 |
| 8. Blattler, Holly | Social Worker .2 Beechwood/ .6 Roosevelt/.2 West Liberty | \$ 3480.00 (FTS-01) | 01-16-04 |
| 9. Bobak, Natalie | Columbus | \$ 3440.00 (FTS-01) | 12-02-03 |
| 10. Burwell, John | Morningside | \$ 3790.00 (FTS-03) | 01-27-04 |
| 11. Chatman, Henri | Allegheny Middle | \$ 3440.00 (FTS-01) | 11-12-03 |
| 12. Davis, Carmen | Schiller | \$ 3440.00 (FTS-01) | 09-29-03 |

| | | | |
|-------------------------|---|------------------------|----------|
| 13. Davis, Ricco | McCleary | \$ 3440.00 (FTS-01) | 11-06-03 |
| 14. Dedo, Stephanie | Brookline | \$ 3480.00 (FTS-01) | 01-05-04 |
| 15. Kearney, Douglas | Reizenstein | \$ 3440.00 (FTS-01) | 11-24-03 |
| 16. Kneiss, Nicole | Stevens | \$ 3480.00 (FTS-01) | 01-27-04 |
| 17. Koch, Philip | Murray | \$ 3440.00 (FTS-01) | 10-29-03 |
| 18. Latham, Wesley | Belmar | \$ 3790.00 (FTS-03) | 02-16-04 |
| 19. Malatesta, Michelle | Stevens | \$ 3480.00 (FTS-01) | 01-09-04 |
| 20. Matthews, David | Carrick | \$ 3480.00 (FTS-01) | 02-02-04 |
| 21. McGough, Jill | Early Intervention Program for Students with Exceptionalities | \$ 3500.00 (001-02) | 01-05-04 |
| 22. Nemmer, Malinda | Carrick | \$ 3480.00 (FTS-01) | 02-02-04 |
| 23. Rameas, Anastasia | .5 Beechwood/ .5 West Liberty | \$ 3440.00 (FTS-01) | 11-17-03 |
| 24. Reft, Colleen | Vann | \$ 3440.00 (FTS-01) | 12-02-03 |
| 25. Ricci, Richard | Perry | \$ 3440.00 (FTS-01) | 12-08-03 |
| 26. Rizzo, Josephine | Greenfield | \$ 3440.00 (FTS-01) | 10-23-03 |
| 27. Schaeffer, Kimberly | Sunnyside | \$ 3550.00 (FTS-02) | 01-07-04 |
| 28. Schaeffer, William | Allegheny Middle | \$ 3550.00 (FTS-02) | 01-21-04 |
| 29. Spinneweber, Kellie | Beechwood | \$ 3440.00 (FTS-01) | 11-10-03 |

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|-------------------------|---------------------------------|------------------------|----------|
| 30. Spinneweber, Kellie | Beechwood | \$ 3480.00 (FTS-01) | 01-22-04 |
| 31. Tolliver, Pheone | Social Worker Options Center | \$ 3790.00 (FTS-03) | 01-05-04 |
| 32. Vanyo, Maria | Counselor Letsche | \$ 3480.00 (FTS-01) | 01-29-04 |
| 33. White, Edward | Peabody | \$ 3480.00 (FTS-01) | 02-02-04 |

D. Part -Time Substitutes

| <u>Name</u> | <u>Position</u> | <u>Salary per month</u> | <u>Date</u> |
|------------------|-----------------|-----------------------------|-------------|
| 1. Davis, Eileen | .4 West Liberty | \$ 1392.00 (FTS-01) | 01-29-04 |

E. Day-To-Day Substitutes

| <u>Name</u> | <u>Position</u> | <u>Rate per day</u> | <u>Date</u> |
|-------------------------|-----------------------|-------------------------|-------------|
| 1. Ali, Sheila | Teacher Substitute | \$ 95.00 | 01-21-04 |
| 2. Artz, Robin | Teacher Substitute | \$ 95.00 | 01-21-04 |
| 3. Beals, Margaret | Teacher Substitute | \$ 55.00 | 01-20-04 |
| 4. Bridgeman, Constance | Teacher Substitute | \$ 124.00 | 02-09-04 |
| 5. Brown, Rebecca | Teacher Substitute | \$ 55.00 | 02-17-04 |
| 6. Bush, Linda | Teacher Substitute | \$ 95.00 | 02-02-04 |
| 7. Campbell, Robin | Teacher Substitute | \$ 55.00 | 01-21-04 |
| 8. Carbrey, Anna Marie | Teacher Substitute | \$ 95.00 | 02-09-04 |

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|-----|---------------------|--------------------------------------|-----------|----------|
| 9. | Coffin, Philip | Teacher Substitute | \$ 95.00 | 01-21-04 |
| 10. | Davis, Melissa | Teacher Substitute | \$ 95.00 | 01-13-04 |
| 11. | Duffy, Richard | Teacher Substitute | \$ 95.00 | 02-11-04 |
| 12. | Frank, Ivan | Teacher Substitute | \$ 124.00 | 01-28-04 |
| 13. | Freudenberg, Lisa | Teacher Substitute | \$ 95.00 | 01-27-04 |
| 14. | Funaro, Amanda | Teacher Substitute | \$ 95.00 | 02-09-04 |
| 15. | Guerra, Jason | Center for the Musically Talented | \$ 20.69 | 12-22-03 |
| 16. | Hatala, Emily | Teacher Substitute | \$ 95.00 | 01-26-04 |
| 17. | Kelly, Jennifer | Teacher Substitute | \$ 55.00 | 01-13-04 |
| 18. | Kiesel, Courtney | Teacher Substitute | \$ 95.00 | 02-11-04 |
| 19. | Kushner, Kelsey | Teacher Substitute | \$ 95.00 | 02-05-04 |
| 20. | McQuaide, Cindy | Teacher Substitute | \$ 95.00 | 01-14-04 |
| 21. | Monich, Marylou | Teacher Substitute | \$ 95.00 | 01-21-04 |
| 22. | Nemmer, Malinda | Teacher Substitute | \$ 95.00 | 01-13-04 |
| 23. | Russ, Crystal | Teacher Substitute | \$ 55.00 | 01-16-04 |
| 24. | Scoulos, Joanne | Teacher Substitute | \$ 95.00 | 02-11-04 |
| 25. | Spanoudakis, Alaina | Teacher Substitute | \$ 95.00 | 01-21-04 |

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|-----|----------------------|-----------------------|----------|----------|
| 26. | Sweartz, Laurel | Teacher Substitute | \$ 95.00 | 01-14-04 |
| 27. | Unniatowski, Danelle | Teacher Substitute | \$ 95.00 | 02-11-04 |
| 28. | Wolfe, Eric | Teacher Substitute | \$ 95.00 | 01-30-04 |

Hourly Employees

| <u>Name</u> | <u>Position</u> | <u>Rate per hour</u> | <u>Date</u> |
|---------------------|---|--------------------------|-------------|
| 29. Harris, Frankie | Cleaner Substitute | \$ 9.76 | 03-01-04 |
| 30. Johns, Jeanine | Paraprofessional Substitute | \$ 7.50 | 02-10-04 |
| 31. Texter, Michele | Paraprofessional Substitute Pioneer | \$ 8.50 | 01-05-04 |

F. Reinstatements

Salaried Employees

| <u>Name</u> | <u>Position</u> | <u>Salary per month</u> | <u>Date</u> | <u>Increment</u> |
|---------------------------------------|----------------------|-----------------------------|-------------|------------------|
| 1. Hansen, Kathleen (Professional) | Teacher Beechwood | \$ 6920.00 (002-10) | 02-02-04 | |

G. Retirements

| <u>Name</u> | <u>Position</u> | <u>Date</u> | <u>Reason</u> |
|-----------------------|----------------------------------|-------------|----------------|
| 1. Blythe, Patricia | Heavy Cleaner/Fireman Arsenal | 04-01-04 | Ret. Allowance |
| 2. Commandaros, Betsy | School Clerk Peabody | 06-13-03 | Ret. Allowance |
| 3. DeLuca, Roberta | Teacher Prospect Middle | 01-31-04 | Ret. Allowance |

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|----------------------|---|----------|------------------------------|
| 4. Fest, Martin | Fireman B Plant Operations | 02-09-02 | Disability Ret. Allowance |
| 5. Herman, Carole | Teacher Rogers CAPA | 01-15-04 | Disability Ret. Allowance |
| 6. Jenkins, Maxine | Teacher Reizenstein | 06-20-03 | Disability Ret. Allowance |
| 7. Karlic, Eileen | School Secretary I Liberty | 05-01-04 | Ret. Allowance |
| 8. Lincoln, Andrew | Custodian I Carrick | 04-01-04 | Ret. Allowance |
| 9. Robinson, William | Teacher Westinghouse | 02-20-04 | Ret. Allowance |
| 10. Spath, Harry | Fireman B Plant Operations | 09-09-00 | Disability Ret. Allowance |
| 11. Yeager, Quentin | Speech and Language Therapist Program for Students with Exceptionalities | 01-31-04 | Ret. Allowance |

H. Resignations

| <u>Name</u> | <u>Position</u> | <u>Date</u> | <u>Reason</u> |
|------------------------|---------------------------------------|-------------|------------------|
| 1. Crews, Marcia | Teacher Northview Heights | 02-12-04 | Personal reasons |
| 2. Esposito, Christine | Teacher Oliver | 01-24-04 | Personal reasons |
| 3. Fitzpatrick, Dena | Supervisory Aide II Sheraden | 02-26-04 | Other work |
| 4. Franks, Anne | Student Services Assistant Peabody | 01-05-04 | Other work |
| 5. Graham, Janet | Classroom Assistant Conroy | 08-28-03 | Personal reasons |
| 6. Hrach, Mary Lou | Teacher Northview Heights | 01-02-04 | Personal reasons |

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|----------------------|--|----------|-------------------------|
| 7. Kieda, Christine | Teacher Roosevelt | 01-07-04 | Early Ret. Allowance |
| 8. Robins, David | Teacher Columbus | 02-18-04 | Personal reasons |
| 9. Roell, Paul | Teacher Brashear | 01-31-04 | Early Ret. Allowance |
| 10. Sandson, Julie | Workers' Compensation Specialist II, Finance | 02-06-04 | Personal reasons |
| 11. Snell, Denise | Student Data Systems Specialist, .5 Letsche/ .5 Options Center | 02-16-04 | Other work |
| 12. Triebsch, Joseph | Teacher Alllderdice | 02-03-04 | Early Ret. Allowance |
| 13. Wharton, Melissa | Teacher .5 Westinghouse/.5 Perry | 11-19-03 | Personal reasons |

I. Terminations

| <u>Name</u> | <u>Position</u> | <u>Date</u> | <u>Reason</u> |
|---------------------|-------------------------|-------------|---------------|
| 1. Breault, Erin | Teacher Substitute | 01-30-04 | Other work |
| 2. Carey, Kevin | Teacher Substitute | 01-29-04 | Other work |
| 3. Carey, Michael | Teacher Substitute | 02-02-04 | Other work |
| 4. Giannuzzi, Laura | Counselor Substitute | 01-05-04 | Other work |
| 5. Gregrich, Ronald | Teacher Substitute | 02-04-04 | Own request |
| 6. Pfleger, Meghan | Teacher Substitute | 01-20-04 | Other work |
| 7. Pisani, Anthony | Teacher Substitute | 02-02-04 | Other work |
| 8. Smith, Donald | Teacher Substitute | 02-06-04 | Other work |

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|------------------|---|----------|------------|
| 9. Strutt, Chris | Student Data Systems Specialist .5 Columbus/.5 Prospect Middle | 02-13-04 | For cause |
| 10. Wood, Sidney | Teacher Substitute | 01-20-04 | Other work |

J. Full-Time Substitutes Released

| <u>Name</u> | <u>Position</u> | <u>Date</u> |
|-------------------------|-----------------|-------------|
| 1. Davis, Rico | McCleary | 02-06-04 |
| 2. Dudczak, Justin | Sunnyside | 01-29-04 |
| 3. Hill, Jamila | Milliones | 02-06-04 |
| 4. Latham, Wesley | Belmar | 01-30-04 |
| 5. Mackin, Melody | Grandview | 01-30-04 |
| 6. Mason, Shanekka | Friendship | 01-30-04 |
| 7. Spinnewebber, Kellie | Beechwood | 01-30-04 |
| 8. Spinnewebber, Kellie | Beechwood | 02-06-04 |

**K. Part-Time Substitutes Released
(No Action)**

**L. Day-to Day Substitutes Released
(No Action)**

M. Sabbatical Leaves of Absence

| <u>Name</u> | <u>Position</u> | <u>Dates</u> | <u>Reason</u> |
|----------------------|---|----------------------|-----------------------------|
| 1. Anthony, C. Kelly | Teacher .5 Rogers CAPA/ .5 Greenway | 01-30-04 to 06-18-04 | Professional Development |
| 2. Glunt, Nancy | Teacher Allderdice | 02-02-04 to 06-18-04 | Health |

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|-----------------|----------------------|----------------------|--------|
| 3. Smith, Diane | Teacher Milliones | 02-02-04 to 06-18-04 | Health |
|-----------------|----------------------|----------------------|--------|

N. Leaves of Absence

| <u>Name</u> | <u>Position</u> | <u>Dates</u> | <u>Reason</u> |
|------------------------|--|----------------------|-------------------------|
| 1. Accamando, Kathleen | Teacher Letsche | 02-11-04 to 05-30-04 | Personal reasons |
| 2. Crow, Emily | Speech Therapist Program for Students with Exceptionalities | 03-15-04 to 06-18-04 | Personal reasons |
| 3. Diggs, Naomi | Teacher Allegheny Middle | 01-23-04 to 04-13-04 | Personal reasons |
| 4. Dixon-Mason, Marla | Preschool Teacher II Frick | 01-09-04 to 02-09-04 | Personal reasons |
| 5. Ellis, Tia | Teacher Langley | 03-02-04 to 06-18-04 | Personal reasons |
| 6. Ferraro, Arlene | Teacher McNaugher | 10-09-03 to 06-18-04 | Personal reasons |
| 7. Foskey, Sarene | Preschool Teacher II Lincoln | 02-13-04 to 05-03-04 | Personal reasons |
| 8. Freyer, Nicole | Teacher Beltzhoover | 01-20-04 to 6-18-04 | Personal reasons |
| 9. Girman, Dedra | Counselor McNaugher | 02-02-04 to 06-18-04 | Personal reasons |
| 10. Glenn, Karen | Fireman B Schiller | 02-02-04 to 06-30-04 | Contested worker's comp |
| 11. Graves, Barbara | Educational Assistant III Classroom Communication Aide, Colfax | 01-08-04 to 06-18-04 | Contested worker's comp |
| 12. Harder, Pamela | Teacher Stevens | 03-08-04 to 06-18-04 | Personal reasons |
| 13. Maizer, Hope | Teacher Reizenstein | 01-22-04 to 06-18-04 | Personal reasons |

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|------------------------|---|----------------------|---------------------|
| 14. Marston, Elizabeth | Teacher Program for Students with Exceptionalities | 02-02-04 to 06-18-04 | Personal reasons |
| 15. Minnock, Laurie | Teacher Vann | 02-19-04 to 06-18-04 | Personal reasons |
| 16. Nolan, Keith | Teacher Letsche | 01-28-04 to 06-18-04 | Study |
| 17. O'Neil, Amy | Teacher Morningside | 01-05-04 to 03-02-04 | Personal reasons |
| 18. Pollock, Catherine | Physical Therapist Program for Students with Exceptionalities | 03-17-04 to 06-18-04 | Personal reasons |
| 19. Smith, David | Student Assistance Aide Schenley | 10-16-03 to 01-22-04 | Health |
| 20. Toliver, Stacy Ann | School Clerk Arsenal | 01-05-04 to 06-24-04 | Health |

O. Transfers from Temporary Professional to Professional Status

- a) The following temporary professional employee(s) have rendered satisfactory service for three years and are entitled to professional status effective on the dates indicated:

| <u>Name</u> | <u>Location</u> |
|--------------------------------|-----------------------------|
| 1. Bartko, Darlene | Knoxville Middle(2/04) |
| 2. Blaxter, A.N. Bennett (Ms.) | Fort Pitt (2/04) |
| 3. Bouzos, Constantine | Crescent (2/04) |
| 4. Delallo, Thomas | Peabody (3/04) |
| 5. Gavlik, Kelley | South Hills (2/04) |
| 6. Harris, Danielle | Columbus (2/04) |
| 7. Harris, Donnese | Westinghouse (2/04) |
| 8. Haslett, Jerry | Columbus (2/04) |
| 9. Hector, Thomas | Columbus (2/04) |
| 10. Jackson, Carla | Columbus (2/04) |
| 11. Jordan, Michael | Reizenstein (2/04) |
| 12. Karabinos, Melanie | Knoxville Elementary (4/04) |
| 13. Mayfield, Nina | Peabody (2/04) |
| 14. Milius, Christopher | Carrick (2/04) |
| 15. Miller, Jared | Reizenstein (2/04) |
| 16. Monroe, Helen | Allderdice (2/04) |
| 17. Murphy, Richard | Pgh. CAPA (2/04) |
| 18. Paschl, James | Reizenstein (2/04) |
| 19. Schulz, Mary Anne | Health Services (2/04) |

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|----------------------|---|
| 20. Tevis, Michael | Program for Students with Exceptionalities (3/04) |
| 21. Wilkins, Lucy | Columbus (2/04) |
| 22. Willey, Relda | Health Services (2/04) |
| 23. Ziegler, Jeffrey | Langley (2/04) |

b) The following probationary employee(s) are recommended for appointment as temporary professionals:

| <u>Name</u> | <u>Location</u> |
|----------------------|-------------------------|
| 1. Colland, Robert | Perry (9/25/01) |
| 2. Isaac, Michael | South Vo-Tech (8/28/02) |
| 3. Ruben, Richard | South Vo-Tech (9/7/01) |
| 4. Thompson, Matthew | Rogers CAPA (8/28/02) |
| 5. Ziegler, Jeffrey | Langley (8/30/00) |

P. Transfers From One Position to Another Without Change of Salary

| <u>Name</u> | <u>Position</u> | <u>Date</u> |
|---------------------|--|-------------|
| 1. Adams, Charnella | Secretary III, Peabody to Secretary III, Student Services | 03-01-04 |
| 2. Bey, Mecca | School Support Clerk, Chief Academic Office to Student Data Systems Specialist, Lemington | 03-01-04 |
| 3. Ciorra, Teresa | Teacher, Rooney to Reading Coach, .5Perry/.5 Letsche | 02-02-04 |
| 4. Davis, Janet | Teacher, Allderdice to Extended Day Instructional Teacher Leader, Allderdice + \$ 200 per month extended day differential and \$ 50 per month select teacher differential | 01-07-04 |
| 5. Drabik, Tracey | Certified Occupational Therapy Assistant, Program for Students with Exceptionalities to Extended Day Certified Occupational Therapy Assistant, Program for Students with Exceptionalities + \$ 200 per month extended day differential | 02-02-04 |
| 6. Graham, Rhonda | Teacher, Oliver to Reading Coach, South Vo-Tech | 02-02-04 |
| 7. Grass, Linda | Extended Day Instructional Teacher Leader, Peabody to Teacher, Peabody - \$ 200 per month extended day differential and \$ 200 per month select teacher differential | 03-01-04 |
| 8. Hughes, Roseanna | Educational Assistant I, Preschool Assistant I, Vann to Educational Assistant I, Preschool Assistant I, Weil | 01-05-04 |

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|-----------------------------------|---|-----------------|
| 9. King, Dana | Teacher, Peabody to Extended Day Instructional Teacher Leader, Peabody + \$ 200 per month extended day differential and \$ 50 per month select teacher differential | 02-02-04 |
| 10. Lorinchak, Edmund | Teacher, Pgh. CAPA to Extended Day Instructional Teacher Leader, Pgh. CAPA + \$ 200 per month extended day differential and \$ 50 per month select teacher differential | 11-01-03 |
| 11. Molinaro, Catarina | Teacher, Rooney to Instructional Teacher Leader, Rooney + \$ 50 per month select teacher differential | 08-27-03 |
| 12. Mousetis, Stamstina | Teacher, Rooney to Instructional Teacher Leader, Rooney + \$ 50 per month select teacher differential | 09-01-02 |
| 13. Pegher, Michilene | Teacher, Greenfield to Instructional Teacher Leader, Greenfield + \$ 50 per month select teacher differential | 09-01-03 |
| 14. Pollock, Paul | Principal, Sunnyside to Acting Principal, Beechwood | 01-12-04 |
| 15. Roncza, Kelly | Instructional Teacher Leader, Arlington Middle to Teacher, Arlington Elementary - \$ 100 select teacher Leader | 08-27-03 |
| 16. Seebacher-Binz, Sandra | Teacher, Rooney to Instructional Teacher Leader, Rooney + \$ 100 per month select teacher differential | 10-01-02 |
| 17. Shuty, Barbara | Teacher, Schenley to Extended Day Instructional Teacher Leader, Schenley + \$ 200 per month extended day differential and \$ 50 per month select teacher differential | 08-27-03 |
| 18. Soldano, Dawnmarie | Preschool Teacher III, Program for Students with Exceptionalities to Extended Day Preschool Teacher III, Program for Students with Exceptionalities + \$ 200 per month extended day differential | 02-02-04 |
| 19. Thomas, Ruth | Preschool Teacher II, Vann to Preschool Teacher II, Weil | 01-05-04 |
| 20. Toman, Dorinda | Early Intervention Teacher, Program for Students with Exceptionalities to Extended Day Early Intervention Teacher, Program for Students with Exceptionalities + \$ 200 per month extended day differential | 01-05-04 |
| 21. Tomasko, Heidi | Teacher, Carrick to Reading Coach, Schenley | 02-02-04 |

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| 22. Wolf, Sheryl | Teacher, Schenley to Extended Day Instructional Teacher Leader, Schenley + \$ 200 per month extended day differential and \$ 50 per month select teacher differential | 08-27-03 |
| 23. Zangaro, Alfredo | Teacher, Rooney to Instructional Teacher Leader, Rooney + \$ 50 per month select teacher differential | 03-01-03 |

Hourly Employees

| <u>Name</u> | <u>Position</u> | <u>Date</u> |
|---------------------------|--|--------------------|
| 24. Balechko, Nancy | Supervisory Aide I, Phillips to Supervisory Aide I, Morningside | 02-26-04 |
| 25. Blackman, Karen | Cafeteria Manager, Letsche to Cafeteria Manager, Arsenal (Temporary) | 02-26-04 |
| 26. Burkhalter-Reed, Gwen | Cafeteria Manager, Food Service Center to Cafeteria Manager, Millions (Temporary) | 02-26-04 |
| 27. Dorsette, Alexandria | Cafeteria Manager, Millions to Cafeteria Manager, Greenway (Temporary) | 02-26-04 |
| 28. Dubart, Stacy | Cafeteria Manager, Greenway to Cafeteria Manager, Food Service Center | 02-26-04 |
| 29. Koontz, Diane | Aide for Students with Disabilities, Minadeo to Aide for Students with Disabilities, Regent Square | 01-26-04 |
| 30. Orgass, Janice | Cafeteria Manager, Pgh. CAPA to Cafeteria Manager, Letsche (Temporary) | 02-26-04 |
| 31. Taylor, Christine | Supervisory Aide I, McCleary to Supervisory Aide I, Dilworth | 02-26-04 |
| 32. Thurmond, Pamela | Fireman B, Woolslair to Fireman B, Millions | 01-05-04 |

Q. Transfers From One Position to Another With Change of Salary

Salaried Employees

| <u>Name and Position</u> | <u>Salary per month</u> | <u>Date</u> | <u>Vice</u> | <u>Increment</u> |
|--|------------------------------------|--------------------|-------------------------|-------------------------|
| 1. Cassidy-McClelland, Latisha Security Aide, School Safety to Acting School District Police Officer, School Safety | \$ 2864.00 (SEC-03) | 03-08-04 | Vacancy | |
| 2. Cowden, Terri Teacher, Carrick to Acting Counselor, Carrick | \$ 7010.00 (001-12) | 02-02-04 | Norkus on sabbatical | |
| 3. Koehler, Geoffrey Teacher, .5 Greenfield to Teacher, .6 Greenfield | \$ 2274.00 (001-02) | 02-16-04 | Schedule change | |
| 4. Kyne, Shawn Security Aide, School Safety to Acting School District Police Officer, School Safety | \$ 2864.00 (SEC-03) | 03-08-04 | Blake demoted | |
| 5. Long, C. Andrew Accountant V, Finance to Senior Accountant, Finance | \$ 4106.15 (011-01) | 02-26-04 | Vacancy | |
| 6. Rose, Vicky School Nurse, .8 Health Services to School Nurse, .6 Health Services | \$ 2910.00 (002-08) | 01-20-04 | Schedule change | |

Hourly Employees

| <u>Name and Position</u> | <u>Rate per hour</u> | <u>Date</u> | <u>Vice</u> |
|--|---------------------------------|--------------------|--------------------|
| 7. Casper, William Carpenter, Maintenance to Carpenter Foreman, Maintenance | \$ 25.38 | 02-26-04 | Fink retired |

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|-----|--|----------|----------|----------------------|
| 8. | Gibson, Kathy Supervisory Aide I, Schiller to Supervisory Aide II, Schiller | \$ 7.60 | 02-26-04 | Williams retired |
| 9. | Henninger, Helen Supervisory Aide II, Schaeffer to Supervisory Aide I, Mifflin | \$ 7.20 | 02-26-04 | Vacancy |
| 10. | Killmeyer, Stephen Fireman A, Prospect Middle to Automotive Mechanic I, General Services | \$ 22.53 | 01-29-04 | Vacancy |
| 11. | Logue, Nancy Supervisory Aide II, Bon Air to Supervisory Aide I, Bon Air | \$ 7.20 | 02-26-04 | Vacancy |
| 12. | Marsh, Jessica Supervisory Aide I, Arlington Elementary to Supervisory Aide II, Bon Air | \$ 7.60 | 02-26-04 | Logue transferred |
| 13. | Mertz, Barbara Supervisory Aide II, Mifflin to Supervisory Aide I, Mifflin | \$ 7.20 | 02-26-04 | Vacancy |
| 14. | Provident, Denise Supervisory Aide I, Mifflin to Supervisory Aide II, Mifflin | \$ 7.60 | 02-26-04 | Mertz transferred |
| 15. | Ream, Christine Supervisory Aide I, Morningside to Supervisory Aide I, Morningside | \$ 7.60 | 02-26-04 | Vacancy |
| 16. | Shedrick, Laverne Food Service Worker Substitute, Food Service to Food Service Worker, Prospect Middle | \$ 10.34 | 02-26-04 | Vacancy |
| 17. | Smith, Timothy Carpenter, Maintenance to Carpenter Shop Foreman, Maintenance | \$ 24.86 | 02-26-04 | Vacancy |

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|-----|---|----------|----------|---------------------------|
| 18. | Ventura, Robin Supervisory Aide I, Schaeffer to Supervisory Aide II, Schaeffer | \$ 7.60 | 02-26-04 | Fitzgerald transferred |
| 19. | Wilkes, George Sheet Metal Worker, Maintenance to Sheetmetal Shop Foreman, Maintenance | \$ 24.73 | 02-26-04 | Jessop retired |

R. Supplemental Appointments

Tutors

1. That the following persons be approved to work as Tutor(s) at the hourly rate of \$ 10.00 for the 2003-2004 school year:

| <u>Name</u> | <u>Location</u> | <u>Date</u> |
|----------------------------|-----------------|-------------|
| a) Cusick, Lucy | Stevens | 11-03-03 |
| b) Grobe, Michael | Phillips | 11-06-03 |
| c) Harrison, Laura | Burgwin | 02-04-04 |
| d) Herr, Jennifer | Phillips | 01-26-04 |
| e) Jones, Wanda | Stevens | 10-27-03 |
| f) LeDonne, Elisa | Phillips | 11-06-03 |
| g) Turban, Christine | Phillips | 01-05-04 |
| h) White, Frank | Lemington | 10-23-03 |
| i) Williams, Cornelia | Friendship | 09-30-03 |
| j) Wolf-Greenberg, Melanie | Phillips | 01-05-04 |

Travel Waivers

1. That the Board approve a travel waiver for Dr. Diane Briars, PRIME-PLUS Senior Program Officer, to travel as necessary in lieu of the six (6) day limit to present at the National Council of Supervisors of Mathematics Conference and the National Council of Teachers of Mathematics Research Presession (this presession runs concurrently with the Supervisors conference) in Philadelphia, PA, April 19, 2004 through April 21, 2004. The purpose of this travel is to present at two sessions (one session about the Lens on Learning course that is provided to PPS administrators and one session to describe research needs arising from PRIME-PLUS work) and to attend other sessions as a professional development experience. Costs associated with this travel will be payable from the PRIME-PLUS account. This request will increase the cumulative travel days to seven (7) for the 2003-2004 school year.
2. That the Board approve a travel waiver for James O'Dell, Project Manager, Office of Technology, to attend a conference "Practical Approaches to Information Technology Seminars" for continuing training at Duquesne University, in Pittsburgh, PA, May 4, 2004 through May 6, 2004 and May 25, 2004 through May 26, 2004. Topics include planning and controlling projects, quality management, risk management, communications management, and procurement and contracts management. This request will increase the cumulative travel days to eleven (11) for the 2003-2004 school year.
3. That the Board approve a travel waiver for Pamela Capretta, Accounting Manager, Finance, to attend PeopleSoft Training in Pittsburgh, on April 8, 2004. The purpose of this request is for advanced training in PeopleSoft Query. This request will increase the cumulative travel days to ten (10) for the 2003-2004 school year. Query is a PeopleSoft tool used for various general accounting functions, including preparation of the annual financial report to the Commonwealth of Pennsylvania, and is particularly valuable for troubleshooting items that may arise during monthly or quarterly balancing prior to financial statement preparation. Ms. Capretta served as the General Ledger lead for the District during our PeopleSoft implementation and the number of days used this year reflects the timing of that implementation.
4. That the Board approve a travel waiver for Colleen L. Conley, Project Assistant – Family Literacy, to travel as necessary in lieu of the six (6) day limit to attend the Parents as Teachers Training – Birth to Three on March 8-12, 2004 in Beaver Falls, PA and the Parents as Teachers Training – Ages Three to Five Curriculum on March 4-5, 2004, in Camp Hill, PA. The purpose of this travel is to train staff to implement the Parents as Teachers curriculum at the Beltzhoover Family Center as mandated by the Allegheny County Department of Health and Human Services. This request will increase the cumulative travel days to seven (7) for this school year.
5. That the Board approve a travel waiver for Ernestine Thomas, Teacher Substitute, to travel as necessary in lieu of the six (6) day limit to attend the Parents as Teachers Training – Birth to Three on March 8-12, 2004 in Beaver Falls, PA and the Parents as Teachers Training – Ages Three to Five Curriculum on March 4-5, 2004, in Camp Hill, PA. The purpose of this travel is to train staff to implement the Parents as Teachers curriculum at the Beltzhoover Family Center as mandated by the Allegheny County Department of Health and Human Services. This request will increase the cumulative travel days to seven (7) for this school year.

S. Miscellaneous Recommendations

Office of Human Resources

It is recommended:

- 1. That the Board approve a leave of absence with loss of pay for the following person(s):**

| <u>Name</u> | <u>Position</u> | <u>Dates</u> | <u>Reason</u> |
|-------------------------------|--|-----------------------|----------------------|
| a) Chettle, Alan | Classroom Assistant Conroy | 03-01-04 to 04-01-04 | Health |
| b) Jackson, Kim | Light Cleaner Fort Pitt | 01-18-04 to 03-01-04 | Health |
| c) LaPorte, Kara | Teacher Rooney | 03-23-04- to 05-03-04 | Personal reasons |
| d) Macellaro, Steven | Full-Time Substitute Greenway | 01-23-04 to 02-09-04 | Personal reasons |
| e) McIntyre, Mark | Steamfitter Section on Maintenance | 04-26-04 to 01-06-05 | Military duty |
| f) Morant-Porter, Jennifer | Educational Assistant III Emotional Support Aide Lemington | 01-27-04 to 02-06-04 | Health |
| g) Stephenson, Monica | Teacher Perry | 02-01-04 to 03-01-04 | Personal reasons |
| h) Taylor, Micah | Educational Assistant III Emotional Support Aide Rooney | 04-13-04 to 04-20-04 | Personal reasons |
| i) Tomasko, Heidi | Reading Coach Schenley | 03-19-04 to 05-03-04 | Personal reasons |
| j) Tomasko, Paul | Security Aide School Safety | 03-01-04 to 03-08-04 | Personal reasons |
| k) West, Thomasina | Teacher Conroy | 03-19-04 to 03-31-04 | Health |
| l) White, David | Educational Assistant III Emotional Support Aide Colfax | 04-14-04 to 04-22-04 | Personal reasons |

2. That the Board approve leaves of absence without loss of pay for the following person(s):

| <u>Name</u> | <u>Position</u> | <u>Dates</u> | <u>Reason</u> |
|----------------------|---|----------------------|------------------|
| a) McIntyre, Mark | Steamfitter Section on Maintenance | 01-27-04 to 04-25-04 | Military duty |
| b) Obeldobel, Martin | Automotive Mechanic Operator I General Service | 12-28-03 to 02-09-04 | Military duty |
| c) Obeldobel, Martin | Automotive Mechanic Operator I General Service | 03-07-04 to 03-22-04 | Military duty |

3. That the Board approve the following correction(s):

Open and Close – Supplemental Funds (Addendum A)

- a) That the following position(s) be opened, effective on the date indicated: Secretary III, Student Services/Alternative Education, effective January 29, 2004 – should read – That the following position(s) be opened, effective on the date indicated: Secretary II, Student Services/Alternative Education, effective January 29, 2004. (January 2004 Board Minutes)
4. That the Board approve a suspension without loss of pay for Lorraine Homer, Teacher, Bon Air, effective February 2, 2004.
5. That the Board approve a suspension without loss of pay for Duane Williams, Resident Security Specialist, School Safety, effective February 10, 2004.
6. That the Board approve a change in the effective date for Charles Half, Coordinator of Program Management, Office of Technology from February 9, 2004 to February 11, 2004.
7. That the Board approve a suspension without loss of pay for Donald Givner, Security Aide, School Safety, effective February 12, 2004.

It is recommended:

1. That the following coaching assignments in the high schools for the interscholastic program be approved for the school year 2003-2004 in accordance with the hours and conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

| <u>SCHOOL</u> | <u>COACH</u> | <u>SPORT</u> |
|------------------------|-------------------|--------------------|
| a. PEABODY | Richard Bogaty | Track, Head Girls' |
| b. WESTINGHOUSE | Dwight D. Daniels | Volleyball, Boys' |

2. That the following coaching assignments in the middle schools for the interscholastic athletic program be approved for the school year 2003-2004 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

| <u>SCHOOL</u> | <u>COACH</u> | <u>SPORT</u> |
|---------------------|--|---|
| a. ALLEGHENY | 1. Alvin G. Anthony, Jr. 2. Michael Dreger 3. Delia Pirt | Basketball, Boys' Soccer, Girls' Swimming, Girls' |
| b. FRICK | James Daschbach | Wrestling |
| c. GREENWAY | Jermaine Herring | Basketball, Boys' |

3. That the following assignments to the position of teacher for high school intramurals be approved for the school year 2003-2004 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

| <u>SCHOOL</u> | <u>TEACHER</u> | <u>SEASON</u> |
|-------------------|---|--|
| a. CARRICK | 1. John Pope 2. Guy Clafshenkel 3. Trish Harris 4. Jessica Zaremski 5. Chris Canovali 6. David Armatorio 7. Kevin Garrett | Winter, Spring Fall Fall, Spring Spring Fall, Winter Winter Winter |

| | | | |
|----|----------------|----------------------|--------------|
| | | 8. Gary Dropcho | Fall, Spring |
| | | 9. David Walchesky | Spring |
| | | 10. Diane Rutten | Winter |
| | | 11. Thomas Lake | Fall |
| | | 12. Robert Gettemy | Winter |
| | | 13. Eugene Albert | Winter |
| b. | LANGLEY | 1. Leonard Ferency | Winter |
| | | 2. Kurt Mericli | Winter |
| c. | PEABODY | 1. Jennifer E. Scott | Winter |
| | | 2. Joanne Colon | Winter |

4. That the following assignments for the elementary school intramural sports program be approved for the school year 2003-2004 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

| | <u>SCHOOL</u> | <u>TEACHER</u> | <u>SEASON</u> |
|----|----------------------|----------------------|---------------|
| a. | PROSPECT | 1. Thomas M. Salopek | Winter |
| | | 2. Diana L. Hughes | Winter |
| b. | REGENT SQUARE | Joseph Jaworski | Winter |
| c. | SUNNYSIDE | 1. Keith Adzima | Fall |
| | | 2. Gina Dunaway | Fall |

5. That the following coaching assignments be rescinded for the 2003-2004 school year.

| | <u>SCHOOL</u> | <u>COACH</u> | <u>SPORT</u> |
|----|------------------|--------------------|--------------------|
| a. | ALLEGHENY | Patricia Gallagher | Swimming, Girls' |
| b. | GREENWAY | Richard Ferraro | Basketball, Boys' |
| c. | PEABODY | John Schneider | Track, Head Girls' |

HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS**ADDENDUM A****POSITIONS OPENED AND CLOSED****SPECIAL FUNDS**

It is recommended:

1. That the following position(s) be opened, effective on the date indicated:

| <u>POSITION</u> | <u>NUMBER</u> | <u>DATE</u> | <u>LOCATION</u> |
|------------------------|----------------------|-------------------------|------------------------|
| a) Teacher, LS/ES | 1 | 02-25-04 to 06-18-04 | Greenway |
| b) Teacher, LS/ES | 1 | 2-25-04 to 6-18-04 | Allderdice |
| c) .5 Teacher, LS | 1 | 02-25-04 to 06-18-04 | Greenfield |
| d) .5 Teacher, LS | 1 | 02-25-04 to 06-18-04 | Regent Square |

SUPPLEMENTAL FUNDS

It is recommended:

1. That the following position(s) be closed, effective on the date indicated:

| <u>POSITION</u> | <u>NUMBER</u> | <u>DATE</u> | <u>LOCATION</u> |
|--|----------------------|--------------------|------------------------|
| a) Preschool Teacher | 3 | 02-24-04 | Head Start |
| b) Educational Assistant I, Preschool Assistant I | 4 | 02-24-04 | Head Start |
| c) Clerk Stenographer | 1 | 02-24-04 | Head Start |

2. That the following position(s) be closed, effective on the date indicated:

| <u>POSITION</u> | <u>NUMBER</u> | <u>DATE</u> | <u>LOCATION</u> |
|------------------------------------|---------------|-------------|-----------------|
| a) Student Data Systems Specialist | 1 | 02-24-04 | Head Start |

Respectfully submitted,

John W. Thompson, Ph.D.
Superintendent of Schools

HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS**ADDENDUM B****ADDITIONAL HUMAN RESOURCES ACTION****A. New Appointments****Salaried Employees**

| <u>Name</u> | <u>Position</u> | <u>Salary per month</u> | <u>Date</u> | <u>Increment</u> |
|---|-------------------------|------------------------------------|--------------------|-------------------------|
| 1. Geiger, Matthew (Temporary Professional) | Counselor Allderdice | \$ 3780.00 (001-01) | 03-01-04 | Mar., 2005 |

B. Transfers from One Position to Another Without Change of Salary

| <u>Name</u> | <u>Position</u> | <u>Date</u> |
|--------------------|---|--------------------|
| 1. Smith, Yvona | Principal, Lemington to Principal, Homewood Elementary (New) | 03-01-04 |

C. Supplemental Appointments**Travel Waivers**

1. That the Board approve a travel waiver for Kate Bowers, Coordinator of Private Funds, Office of the Chief of Staff, to attend the 41st International Conference on Fundraising, March 13–March 17, 2004, in Seattle, Washington. This conference is being held by the association of Fundraising Professionals in which we are members. The conference will provide a variety of opportunities to enhance skills and professional networkings. With this request, cumulative travel days will increase to eight (8) this school year.

D. Miscellaneous Recommendations

It is recommended:

- 1. That the Board approve an increase in the salary of the Chief Technology Officer, Elbert Yaworsky, from \$103,429.95 to \$115,000.00.**
- 2. That the Board approve a suspension with loss of pay for Emily Vogt, Security Aide, School Safety, effective February 18, 2004.**
- 3. Resolved, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to enter into an agreement, upon terms and conditions agreeable to the Solicitor, to settle and discontinue that certain case filed in the United States District Court for the Western District of Pennsylvania, at No. C.A. 99-148.**
- 4. That the Board rescind the appointment of Janine Macklin, Human Resources Specialist II, Office of Human Resources, effective February 9, 2004.**
- 5. That the Board rescind the appointment of Maureen Vidunas, Human Resources Assistant I, Office of Human Resources, effective February 9, 2004.**
- 6. That the Board rescind the termination of Janine Macklin, Teacher Substitute, Office of Human Resources, effective February 9, 2004.**
- 7. That the Board extend the closing date for the position of .5 Coordinator CAPA Strategic Vision Project from December 31, 2003 to March 8, 2004.**

Respectfully submitted,

**John W. Thompson, Ph.D.
Superintendent of Schools**

TRANSCRIPT OF PROCEEDINGS

- - -

PITTSBURGH BOARD OF PUBLIC EDUCATION
LEGISLATIVE MEETING
TUESDAY, FEBRUARY 24, 2004
7:34 P.M.
ADMINISTRATION BUILDING - BOARD ROOM

- - -

BEFORE:

WILLIAM ISLER, BOARD PRESIDENT
RANDALL TAYLOR, FIRST VICE PRESIDENT
JEAN FINK, SECOND VICE PRESIDENT
MARK BRENTLEY
THERESA COLAIZZI
PATRICK DOWD
ALEX MATTHEWS
FLOYD McCREA
DANIEL ROMANIELLO, SR.

- - -

ALSO PRESENT:

| | |
|----------------------|------------------------|
| DR. JOHN W. THOMPSON | DR. ANDREW KING |
| MRS. JODY SPOLAR | MR. JOHN RUSHFORD |
| MR. PETER J. CAMARDA | MR. RICHARD R. FELLERS |
| MRS. PAT CRAWFORD | DR. DWIGHT E. MOSLEY |
| MR. PHIL PARR | MRS. ERNESTINE REED |
| MR. RICHARD MASCARI | MS. LORRAINE TYLER |
| MR. DWIGHT LAUFMAN | MR. ELBERT YAWORSKY |
| DR. JUDITH SIMMONS | |

- - -

REPORTED BY: EUGENE C. FORCIER
PROFESSIONAL COURT REPORTER

- - -

COMPUTER-AIDED TRANSCRIPTION BY
MORSE, GANTVERG & HODGE, INC.
PITTSBURGH, PENNSYLVANIA
412-281-0189

- - -

ORIGINAL

1 P-R-O-C-E-E-D-I-N-G-S

2 MR. ISLER: I would like to call the
3 February 24th, 2004 Board of Education legislative
4 meeting together.

5 Would you all please stand and salute the
6 flag.

7 (Salute to the flag.)

8 MR. ISLER: We do not have any awards this
9 month for any of our students to be recognized
10 publicly, but we will be back with students next
11 month.

12 Correct; Mrs. Crawford?

13 Yes.

14 Parliamentarian, please call the roll.

15 MR. RUSHFORD: Mr. Brentley?

16 MR. BRENTLEY: Here.

17 MR. RUSHFORD: Mrs. Colaizzi?

18 MS. COLAIZZI: Here.

19 MR. RUSHFORD: Dr. Dowd?

20 DR. DOWD: Present.

21 MR. RUSHFORD: Mrs. Fink?

22 MS. FINK: Here.

23 MR. RUSHFORD: Mr. Matthews?

24 MR. MATTHEWS: Present.

25 MR. RUSHFORD: Mr. McCrea?

1 MR. McCREA: Here.

2 MR. RUSHFORD: Mr. Romaniello?

3 MR. ROMANIELLO: Here.

4 MR. RUSHFORD: Mr. Taylor?

5 MR. TAYLOR: Here.

6 MR. RUSHFORD: Mr. Isler, president.

7 MR. ISLER: Present.

8 MR. RUSHFORD: Nine members present.

9 MR. ISLER: Thank you.

10 I would like to get approval of the minutes
11 for the meeting of January 28, 2004.

12 May we have a motion, please.

13 MS. COLAIZZI: So move.

14 MS. FINK: Second.

15 MR. ISLER: It has been moved and seconded.

16 DR. DOWD: Second.

17 MR. ISLER: All those in favor?

18 (Thereupon, there was a chorus of ayes.)

19 MR. Isler: Any Opposed?

20 (No response.)

21 MR. ISLER: Motion carries.

22 I would like to read the statement of
23 executive sessions.

24 (Mr. Isler read from prepared material.)

25 MR. ISLER: If the Board members would

1 please turn to the student suspensions and transfers,
2 I would like to give you the numbers, before we begin
3 the Education Committee report.

4 The number of students suspended for four
5 to ten days, was 111.

6 We had zero students suspended for four to
7 ten days and transferred to another Pittsburgh Public
8 School.

9 We had ten students expelled out of school
10 for 11 days or more.

11 We had -- did not have any students
12 expelled out of school for 11 days or more and
13 transferred to another Pittsburgh Public School.

14 The report of the Committee of Education is
15 before you, submitted by Dr. Patrick Dowd, who is the
16 chair of the Education Committee.

17 Are there any questions on the Committee on
18 Education?

19 Dr. Thompson.

20 DR. THOMPSON: Mr. President, just before
21 we start, we would like to pull item No. 13, under
22 education, page 4, and item No. 3, page 3.

23 Item No. 13, page 4, under "Consultants",
24 and item No. 3, page 3.

25 MR. ISLER: Hearing no objections --

1 DR. THOMPSON: I'm sorry, I said -- No. 5,
2 page 3.

3 And No. 5, page 3.

4 Add No. 5, page 3.

5 MR. ISLER: All right.

6 Dr. Thompson, I want to make sure we have
7 this correct.

8 On page 4, it is number 13.

9 DR. THOMPSON: That's correct.

10 MR. ISLER: And on page 3, it is No. 3 and
11 No. 5.?

12 DR. THOMPSON: No.

13 DR. KING: Yes, 3 and 5.

14 DR. THOMPSON: 3 and 5. Okay.

15 MR. ISLER: Are we correct on that?

16 Because this is now going into the minutes.

17 DR. THOMPSON: Yes, sir.

18 MR. ISLER: Which will be official.

19 DR. THOMPSON: Yes.

20 MR. ISLER: Thank you, Dr. Thompson.

21 Hearing no objections, then we will be
22 pulling those items.

23 Is there anything else, any other
24 questions?

25 Mr. Romaniello.

1 MR. ROMANIELLO: On page 11, No. 1.

2 I'm going to make the motion that we table
3 this one, No. 1, and I would like to make the public
4 announcement that I would like to have it tabled, but
5 this is the end of -- this is the end of the line.

6 We have been working with the -- with the
7 state legislature, the state senate, to -- so far we
8 haven't gotten an answer.

9 We need to let them know that we have
10 reached the end, and we can't -- we are not just
11 talking about the money for one year, we need to make
12 this a permanent line, so that this money is ongoing.

13 We can't keep going through this year after
14 year after year.

15 This District made a good faith, in the
16 last year, to put up the money to keep this going, and
17 we can't -- we can't do that any longer.

18 So, this is a -- this is a word out.

19 And I would like to tell anybody who is
20 listening, that if this doesn't come to the conclusion
21 that everybody is hoping for, that the funds become
22 available, it's not that the Board hasn't tried.

23 I'm, you know, getting real upset that we
24 are being made to be the bad guys here, as I said last
25 time, and I want everybody to know, that if they --

1 you know, they want to do anything to try to get the
2 funding for this, we are not the people to come to.

3 We have done everything we can do.

4 They need to contact their representatives,
5 their senators, and the governor, and tell them that
6 if they don't do this, it's going to be their fault
7 that this comes about, if this closing comes about.

8 We have done everything we can. We are
9 being made to look like the bad guys.

10 We are doing a good faith effort, we have
11 done a good faith effort, and now it's -- you know, we
12 are being -- it's being thrown into our face here.

13 And so we need these representatives, the
14 senators, to get off their butts, and get this down
15 where it has to be, or we are going to have to vote
16 next month to close it, and it won't -- we will be
17 making the vote, we will be making the hard decision,
18 but it won't be our fault, it will be the fault of the
19 people who cannot get themselves, get their act in
20 gear, and get the money for this very worthwhile
21 program.

22 That's why him asking for -- I'm making a
23 motion that we table this until next month, and I will
24 get -- I will tell you right now, I will be the one, I
25 will vote next month, that we have to do the hard job

1 and close this, if they don't -- if they don't come up
2 with what needs to be done.

3 MR. ISLER: Mr. Romaniello has asked that
4 we table item No. 1, on page 11, which is the closing
5 of the Connelley Technical Institute and Adult
6 Education Center, effective the conclusion of the
7 2003-2004 school year.

8 Before asking for a second, I would like to
9 ask the parliamentarian, if in fact we motion -- make
10 a motion and second to pull something from the agenda,
11 can there be any discussion at all before the vote?

12 MR. RUSHFORD: There is no discussion on a
13 motion to table.

14 There can be a discussion after the motion
15 and the second, prior to the motion to table.

16 MR. ISLER: Okay. Thank you.

17 So we need to go, your advice to us then is
18 to take the second, to go for the vote, and then ask
19 anybody if they want to comment after the comment?

20 MR. RUSHFORD: Correct.

21 MR. ISLER: Thank you.

22 Do we have a second on this motion?

23 MS. FINK: I second that.

24 MR. ISLER: It has been seconded by
25 Mrs. Fink.

1 There is a motion to table item No. 1 on
2 page 11.

3 May we have a roll call, please.

4 MR. RUSHFORD: This is on the motion to
5 table.

6 Mr. Brentley?

7 MR. BRENTLEY: Yes.

8 MR. RUSHFORD: Mrs. Colaizzi?

9 MS. COLAIZZI: Yes.

10 MR. RUSHFORD: Dr. Dowd?

11 DR. DOWD: Yes.

12 MR. RUSHFORD: Mrs. Fink?

13 MS. FINK: Yes.

14 MR. RUSHFORD: Mr. Matthews?

15 MR. MATTHEWS: Yes.

16 MR. RUSHFORD: Mr. McCrea?

17 MR. MCCREA: Yes.

18 MR. RUSHFORD: Mr. Romaniello?

19 MR. ROMANIELLO: Yes.

20 MR. RUSHFORD: Mr. Taylor?

21 MR. TAYLOR: Yes.

22 MR. ISLER: Mr. Isler, president.

23 MR. ISLER: Yes.

24 MR. RUSHFORD: Nine ayes, motion passes.

25 MR. ISLER: Mr. Romaniello, and to my

1 fellow Board members, I appreciate the fact that you
2 have voted to table this for a month.

3 However, I would like you to know that the
4 Superintendent and a number of the staff have been
5 working very, very hard, to make sure that the closing
6 of Connelley, and the -- how we transition students,
7 is handled as smoothly as possible for everybody, and
8 nobody wants to close the school.

9 It is a difficult decision for each and
10 every one of us, all nine of us, this is not something
11 we like to do, and there is a tremendous history with
12 Connelley.

13 However, there is a large population of
14 students who take GED preparation, and GED testing,
15 and a large number of students who have English as a
16 second language programs.

17 We have been offered assistance by the
18 Forbes Fund, and it is my advice to the Superintendent
19 that we continue on, with working with the community
20 groups, especially for the English as a second
21 language, and the GED preparation and test taking.

22 This is a large population that needs the
23 support of the community, and if the community is
24 willing to step to the plate, to work with the School
25 District, I think we need to follow through.

1 This still leaves a lot of unanswered
2 questions for the administration and staff at this
3 time, which I think we are going to have to have
4 Dr. Thompson get back to us rather quickly on, but it
5 has been moved, it has been seconded, it has been duly
6 noted that this action will be delayed for no longer
7 than one month.

8 Are there any other comments?

9 Mrs. Fink.

10 MS. FINK: I simply want to echo the
11 sentiments that many of my colleagues have expressed
12 about the funds.

13 I know that Representative Jeff Habay has
14 been working diligently to try and get funding for
15 Connelley.

16 We do need this to be a line item.

17 If we are going to continue with adult
18 education, we need to know that the money is there,
19 and we don't have to go every year with our hand out.

20 That's no way to plan for a program, it's
21 no way to grow a program, because with the constant
22 threat of Connelley's closing hanging over people's
23 heads, they are not going to come and register.

24 We do need to get this issue settled once
25 and for all, and for us, time is truly running out.

1 So if there is anyone who can bring any
2 leverage to the state legislature, to let them know
3 that while they may not be on a very tight time line,
4 we are.

5 And this is not through the education
6 budget, I want to stress that, this is through Labor
7 and Industry, it's for job training, and retraining,
8 and we do need this service very much in Western
9 Pennsylvania, and I am hoping that the legislators of
10 the State of Pennsylvania will step to the plate, and
11 recognize that our citizens have needs that can't
12 always be met by going 15 or 20 miles outside of the
13 city, because they don't all have a car at their
14 disposal.

15 Connelley is very accessible to everybody
16 in Allegheny County, by public transportation, and it
17 is very important that we have a facility like that
18 for people that, through no fault of their own, find
19 their companies have moved out of the state, or out of
20 the country, and need to be trained in a different
21 line of work.

22 So, please, I am asking our state
23 representatives, and state senators, to please get
24 behind this effort, and give us a steady funding line.

25 It is not something we want to do.

1 But, if push comes to shove, and I have
2 fought for 25 years for this program, and I don't want
3 to have to be in a position of casting that vote.

4 MR. ISLER: Thank you, Mrs. Fink.

5 Are there any other comments?

6 Mr. Romaniello.

7 MR. ROMANIELLO: I would just like to -- I
8 would just like to state that I agree with your
9 statement, that the staff and everybody needs to go
10 forward.

11 It would be irresponsible to just sit and
12 wait.

13 You know, we have been going over this
14 month after month, and still don't have an answer.

15 So, looking at it rationally, it doesn't --
16 you know, the odds are that, you know, this doesn't
17 look like it is -- you know, it's going to happen, so
18 we do need to go forward with any plans.

19 And again, I would just like to repeat to,
20 you know, the slate legislature, anybody out there,
21 please do not mistake this action today as a sign of
22 weakness.

23 We are prepared -- I am at least prepared
24 to push for a vote next month, to do what we might
25 have to do, and again, it isn't because this Board

1 hasn't tried, it is because we have been let down.

2 MR. ISLER: Thank you, Mr. Romaniello.

3 Mr. Brentley.

4 MR. BRENTLEY: Yes.

5 I would just like to say, that as a
6 representative of the Connelley, Connelley is located
7 of course in the 8th District, that I responded to
8 over 155 letters, from students, staff and supporters,
9 who actually wrote, and I mean, really, it was a heavy
10 hit.

11 And I shared with them that I am in
12 100 percent in support of Connelley, but in light of
13 the fact that the information that our staff has
14 shared with us, I am still in support of Connelley,
15 but I think it's important to keep in mind that we are
16 extending the 30 days, and I just want to say, for the
17 record, while I'm still in support of Connelley, that
18 I will also cast a vote to close Connelley, and to
19 move forward.

20 There is a question of cost, and I will be
21 supporting that.

22 So, once again, I have been returning
23 calls, and I think Miss Fink had mentioned, Mr. --
24 Representative Habay, I have also had conversations
25 with him to openly and honestly share with him my

1 concerns.

2 But I want to ask, Mr. President, if it's
3 appropriate, would it be appropriate for our staff to
4 communicate, in writing, to Mr. Habay, exactly what we
5 are looking for, and what we need to consider keeping
6 this Connelley open?

7 Would that be appropriate?

8 MR. ISLER: I think we can ask the
9 Superintendent to do that.

10 MR. BRENTLEY: Can we?

11 MR. ISLER: On behalf of the Board. Yes.

12 MR. BRENTLEY: Great.

13 MR. ISLER: Thank you, Mr. Brentley.

14 MR. BRENTLEY: Thank you.

15 MR. ISLER: Mr. Taylor.

16 MR. TAYLOR: Again, I want to say as a
17 Board member, and I think many of the Board will join
18 me in sincerely thanking the efforts of State
19 Representative Jeffrey Habay, for his not only support
20 on this issue, but his continued support over the
21 years, of the Connelley Trade School.

22 Mr. Habay has always communicated that his
23 father had attended Connelley, and was always very
24 grateful, what Connelley had done for his family.

25 And I certainly hope there would be other

1 people in this city, who remember what the Pittsburgh
2 Public Schools did for their families, and recognize
3 that, and roll up their sleeves and come out here and
4 take an interest, and take some workup, that is going
5 to try to help to improve these schools.

6 And on behalf of the Board, I don't think
7 there is any Board member who would disagree with
8 that, that we would like to publicly thank State
9 Representative Jeff Habay, for his strong, strong
10 support of the Pittsburgh Public Schools.

11 MR. ISLER: Are there any other comments
12 from the Board members?

13 Hearing none -- any additional questions?

14 Yes, sir, Mr. McCrea.

15 And Mr. Brentley.

16 MR. MCCREA: Under "General
17 Authorizations," No. 6, these are field trips out of
18 the country, first of all I want to tell the students,
19 enjoy yourself, and be very careful, because you are
20 going out of the country.

21 Thank you.

22 MR. ISLER: Thank you, Mr. McCrea.

23 Mr. Brentley.

24 MR. BRENTLEY: On the same issue, page 13,
25 No. 6, and that is questions -- or trips out of the

1 country.

2 They sound like great trips, I only ask,
3 Dr. Thompson, that we make sure that the staff, or the
4 students that are selected, that we keep in mind the
5 importance of diversity, in making sure that we reach
6 out and make sure that all kids, who are qualified,
7 and eligible, that they experience these great
8 opportunities here.

9 Thank you.

10 MR. ISLER: Any other questions, comments
11 on the report of the Education Committee?

12 Hearing none, could we please have a roll
13 call.

14 MR. RUSHFORD: Mr. Brentley?

15 MR. BRENTLEY: Yes.

16 MR. RUSHFORD: Mrs. Colaizzi.

17 MS. COLAIZZI: Yes, on the report as a
18 whole, on page 2, under "Consultants and Contracts",
19 No. 1, I would like to abstain; No. 2, I vote no.

20 MR. RUSHFORD: And that was page -- can you
21 repeat that again?

22 MS. COLAIZZI: I'm sorry.

23 That was page 2, under "Consultants and
24 Contracts".

25 MR. RUSHFORD: No. 1 and 2, you are

1 abstaining?

2 MS. COLAIZZI: No. 1, I abstain, No. 2, I
3 vote no.

4 MR. RUSHFORD: Thank you.

5 Mrs. Fink?

6 MS. FINK: Yes.

7 MR. RUSHFORD: Mr. Matthews?

8 MR. MATTHEWS: Yes.

9 MR. RUSHFORD: Dr. Dowd? I'm sorry.

10 DR. DOWD: Thank you. It's our report.

11 Yes.

12 MR. TAYLOR: All of these Board members

13 look alike.

14 MR. RUSHFORD: Mr. McCrea?

15 MR. MCCREA: Yes, on the report as a whole,
16 on page 2, under "Consultants", on No. 1, I will
17 abstain, and No. 2, I will vote no.

18 MR. RUSHFORD: Mr. Romaniello?

19 MR. ROMANIELLO: Yes, as a whole. On
20 page 2, No. 2, I vote no.

21 MR. RUSHFORD: Mr. Taylor?

22 MR. TAYLOR: Yes.

23 MR. RUSHFORD: Mr. Isler?

24 MR. ISLER: Yes.

25 I should have said at the beginning of the

1 meeting, that Mr. Weiss, who usually is sitting to my
2 right, is unable to be with us tonight, and his
3 colleague, Mr. Rushford, is with us, and I know,
4 Dr. Dowd, he meant no offense in excluding you from
5 the past votes, since it is your committee report.

6 We will now move to the Committee on
7 Business and Finance.

8 The report on the Committee on Business and
9 Finance is before you, submitted by Mr. McCrea, who is
10 the chair.

11 Are there any comments, questions or
12 discussions of this report?

13 And I know Mr. Fellers is going to weigh in
14 at some point, but before he does, Mrs. Colaizzi.

15 MS. COLAIZZI: I would just like to make a
16 general comment.

17 I will be voting no on some of the items in
18 this report, and they are all related to technology.

19 I think that technology is a wonderful
20 thing, and I think that we should always be in the
21 front, although I do see a lot of contracts and
22 consultants paid out constantly every month, and it is
23 becoming an issue for me.

24 So I want to make it clear for the record,
25 that it is not that I'm in any shape, way or form,

1 trying to stop technology for our children, but I am
2 trying to keep a hold on the cost, for the sake of our
3 taxpayers.

4 MR. ISLER: I think it should be noted,
5 Mrs. Colaizzi, that the chair of this committee,
6 Mr. McCrea, is planning on having a committee meeting
7 that deals not -- with nothing but technology, in
8 response to some of the concerns, but I will offer no
9 other comment than that.

10 MS. COLAIZZI: Thank you.

11 MR. ISLER: Mr. -- Dr. Dowd, sorry.

12 DR. DOWD: No, thank you.

13 MR. ISLER: None.

14 DR. DOWD: No, thank you.

15 MR. ISLER: Mr. Taylor.

16 MR. TAYLOR: Yes.

17 On item, general authorization No. 9,
18 resolution of the Board of Public Education, of the
19 School District of Pittsburgh, adopting and
20 authorizing participation in a tax increment financing
21 plan, presented by the Urban Redevelopment Authority
22 of Pittsburgh, I have consistently voted against tax
23 increment financing for most of, or at least five of
24 the six years that I have been on the Board, I am
25 going to continue to vote against it.

1 I opposed it in instances such as Lazarus,
2 and other monumental failures, and I honestly think it
3 is not a good funding mechanism for this city, and I
4 encourage the Board to vote this item down.

5 MR. ISLER: Thank you, Mr. Taylor.

6 Mr. Fellers, is there anything you would
7 like to add to this report, sir?

8 MR. FELLERS: Yes, Mr. President.

9 I would like to point out to the directors,
10 that you received amended items on C1, under "General
11 Authorizations", we were able at the last minute to
12 negotiate a savings of an additional \$310,000, on the
13 funding of the retiree life insurance, so that is good
14 news, and you have those reduced figures before you.

15 Secondly, on C4, on the following page, we
16 did not have the company, or the amount of money at
17 the time of agenda review, and the amount there is
18 \$276,876, and Continental Casualty is the low bidder.

19 Thank you.

20 MR. ISLER: Thank you, Mr. Fellers. That
21 has been so noted for the record.

22 Are there any other questions, comments,
23 discussion?

24 Mr. Rushford.

25 MR. RUSHFORD: Yes.

1 Mr. President, under item B8, the -- the
2 page number is 4, this is the -- this item should
3 read -- and this is an amendment -- "That it is
4 resolved that the appropriate officers of the Board be
5 authorized to enter into negotiations into an
6 agreement with a public relations firm," and then
7 there would be a period. "Their staff will work with
8 the Board in the presentation of facilities
9 utilization plan."

10 MR. ISLER: Do we need to make that as a
11 motion, from the floor, to this plan?

12 MR. RUSHFORD: Yes.

13 DR. DOWD: So move.

14 MS. COLAIZI: Second.

15 MR. ISLER: It has been moved and seconded.

16 DR. DOWD: Second.

17 MS. COLAIZZI: Second.

18 MR. BRENTLEY: Clarification,
19 Mr. President.

20 MR. ISLER: Yes, sir.

21 MR. BRENTLEY: Can someone just clarify,
22 that what are we doing here? I am --

23 MR. ISLER: This is a -- we needed the
24 proper language in this item, to clarify what the
25 Board's responsibility is to this, so we are in the

1 process of negotiating with a PR firm, and we don't
2 have the final decision as to who the firm will be, or
3 what the costs are, so there is no final vote on it,
4 we are just still moving forward with the
5 negotiations.

6 MR. BRENTLEY: And we will plug figures
7 in?

8 MR. ISLER: We will have to at some point
9 come back to the Board.

10 MR. RUSHFORD: We will come back before the
11 Board.

12 MR. ISLER: We cannot expend any dollars
13 from this District, without Board approval, so that it
14 will come back to you in a dollar form, Mr. Brentley.

15 Okay?

16 It has been moved and seconded.

17 Do we need a roll call on this?

18 MR. RUSHFORD: No.

19 MR. ISLER: Can we have a voice --

20 MR. RUSHFORD: We are not spending any
21 money.

22 MR. ISLER: Okay.

23 Can we have a voice vote. All those in
24 favor of this amendment, please signify by saying aye.

25 (Thereupon, there was a chorus of ayes.)

1 Mr. Isler: Anybody opposed?

2 (No response)

3 MR. ISLER: The amendment carries.

4 Any other questions or comments concerning
5 the Business Committee Report, as it appears before
6 you?

7 Hearing none, Mr. Rushford, could we please
8 have a roll call vote.

9 MR. RUSHFORD: Yes.

10 Mr. Brentley?

11 MR. BRENTLEY: Yes.

12 MR. RUSHFORD: Mrs. Colaizzi?

13 MS. COLAIZZI: Yes, on the report as a
14 whole, page 3, I vote no on No. 4 and 5.

15 I am voting no on the TIF.

16 Please go under "Purchasing Bids", page 2,
17 all of them, I vote no.

18 Page 3, requisition, last four digits would
19 be 4454.

20 MR. ISLER: Is that it, Mrs. Colaizzi?

21 MS. COLAIZZI: Yes, it is, Mr. Isler.

22 MR. ISLER: Thank you.

23 MR. RUSHFORD: Mr. Dowd?

24 DR. DOWD: Yes.

25 MR. RUSHFORD: Mrs. Fink?

1 MS. FINK: Yes, on the report as a whole,
2 no on page 3, items 4 and 5.

3 MR. RUSHFORD: Mr. Matthews?

4 MR. MATTHEWS: Yes.

5 MR. RUSHFORD: Mr. McCrea?

6 MR. McCREA: Yes, on the report as a whole,
7 no on page 3, under "Consultants", No. 4 and 5, and in
8 the purchasing section, under "Resolutions", I will
9 vote no on all resolutions, and requisition No. 4454,
10 I also vote no.

11 MR. RUSHFORD: Mr. Romaniello?

12 MR. ROMANIELLO: Yes, as a whole; on
13 page 3, 4 and 5, no.

14 MR. RUSHFORD: Mr. Taylor?

15 MR. TAYLOR: Yes, the report as a whole, no
16 on Section C, "General Authorizations", item No. 9.

17 MR. RUSHFORD: Mr. Isler?

18 MR. ISLER: Yes.

19 MR. RUSHFORD: The report passes, as a
20 whole, and the item on page 3, items 4 and 5, the vote
21 stands as 5-4.

22 MR. ISLER: Against?

23 MR. RUSHFORD: Against.

24 MR. ISLER: Great. Thank you.

25 DR. THOMPSON: That's not right.

1 MR. RUSHFORD: I'm sorry 5-4 in favor, I
2 apologize.

3 MR. ISLER: 5-4 in favor. Thank you.

4 All right. We will now move to the
5 personnel report.

6 We have before you the Personnel Report,
7 and I ask Dr. Thompson to take over this portion of
8 the meeting.

9 Dr. Thompson.

10 DR. THOMPSON: Thank you, Mr. President.

11 Thank you, President Isler.

12 If you will look at your agenda, you will
13 see that we have in there, Dr. Cleveland Rainey, aide
14 for students with disabilities at Conroy, we have an
15 obituary item in there, and I would like to read that
16 to you.

17 (Mr. Thompson read from prepared material.)

18 MR. ISLER: Thank you, Dr. Thompson.

19 We have two others.

20 Mr. Brentley.

21 MR. BRENTLEY: Yes. This is in memory of
22 Mr. Don Edward Tyler.

23 (Mr. Brentley read from prepared material.)

24 MR. ISLER: Thank you, Mr. Brentley.

25 And now, Mrs. Fink.

1 MS. FINK: I would like to read a memoriam
2 to Mr. John Cundieff.

3 (Mrs. Fink read from prepared material.)

4 MR. ISLER: Dr. Thompson, Mrs. Fink and
5 Mr. Brentley, I thank you for reading those memorials,
6 and reminding us that some tremendous human beings
7 have served this District well.

8 Dr. Thompson, you may continue with the
9 report, please.

10 DR. THOMPSON: Thank you, President Isler.

11 Under pages -- on pages 1 to 4, you have
12 new appointments, 4 to 5, reassignments from leaves of
13 absence, 9 through 10, retirements, 10-11,
14 resignations, 11 through 12, terminations, 12 to 14,
15 leaves of absences, 15 through 20, transfers, 20 to
16 21, supplemental appointments, 22 to 25, miscellaneous
17 recommendations.

18 And of course, Addendums A and B, that
19 provide you information for opening and closing, and
20 additional personnel actions.

21 That concludes our Personnel Report.

22 Any further questions, Dr. Mosley is
23 available to you, for the answers.

24 MR. ISLER: Thank you, Dr. Thompson.

25 Any questions?

1 Mr. McCrea.

2 MR. McCREA: I just have a couple of
3 statements, basically.

4 On page 20, I want to recognize that we do
5 have ten more tutors that are volunteering in our
6 schools, for \$10 an hour each, as opposed to the other
7 program we have, and I also recognize the military
8 personnel, I seen a lot of names in this month's
9 agenda, and I wish them well, and thank them for
10 serving their country.

11 Thank you.

12 MR. ISLER: Thank you, Mr. McCrea.

13 Any other questions or comments?

14 Seeing no hand raised, may we go to a roll
15 call please, Mr. Rushford.

16 MR. RUSHFORD: Mr. Brentley?

17 MR. BRENTLEY: Yes.

18 MR. RUSHFORD: Mrs. Colaizzi?

19 MS. COLAIZZI: Yes, on the report as a
20 whole, under travel waivers, No. 1, I vote no, and
21 under Addendum B, under "Miscellaneous
22 Recommendations", No. 1, I vote no.

23 MR. RUSHFORD: Dr. Dowd?

24 DR. DOWD: Yes.

25 MR. RUSHFORD: Mrs. Fink?

1 MS. FINK: Yes, on the report as a whole,
2 on Addendum B, item No. 1, on page 1, I vote no -- or
3 item under "Miscellaneous Recommendations".

4 MR. RUSHFORD: Item B, No. 1?

5 MS. FINK: Yes.

6 MR. RUSHFORD: On "Miscellaneous
7 Recommendations."

8 MS. FINK: Yes. That's a no.

9 MR. RUSHFORD: Mr. Matthews?

10 MR. MATTHEWS: Yes.

11 MR. RUSHFORD: Mr. McCrea?

12 MR. McCREA: Yes, on the report as a whole,
13 on page 21, under "Travel Waivers", 1 through 5, I
14 vote no, on Addendum B, No. 1, under "Miscellaneous
15 Recommendations", also vote no.

16 Thank you.

17 MR. RUSHFORD: Mr. Romaniello?

18 MR. ROMANIELLO: On the report as a whole,
19 I vote yes, on Addendum B, "Miscellaneous
20 Recommendations", No. 1, I abstain.

21 MR. RUSHFORD: Mr. Taylor?

22 MR. TAYLOR: Yes.

23 MR. RUSHFORD: Mr. Isler?

24 MR. ISLER: Yes.

25 MR. RUSHFORD: Motion passes.

1 MR. ISLER: Thank you, Mr. Rushford.

2 We have a few financial matters, if you go
3 to the financial report, and transfer of funds.

4 Are there any questions or comments
5 concerning either of the -- the transfer of funds
6 item?

7 MR. FELLERS: Mr. President.

8 MR. ISLER: Yes, sir, Mr. Fellers.

9 MR. FELLERS: This transfer supports the
10 buyout of the retiree life insurance, and therefore
11 needs to be reduced by the same \$310,000.

12 If you look at major object 300, that new
13 figure is \$1,481,625, making the total transfer
14 \$7,648,000 even.

15 Thank you.

16 MS. COLAIZZI: Can you repeat the last
17 digit, please, the total.

18 MR. FELLERS: \$7,648,000.

19 MR. ISLER: Zero, zero, zero.

20 MS. COLAIZZI: Thank you.

21 MR. ISLER: Mr. Fellers, you just had nine
22 people smiling at a reduction, that is always a nice
23 thing to see.

24 Mr. McCrea.

25 MR. MCCREA: I do love those reductions,

1 yes.

2 I just want to make a note on this, that
3 this is coming out of '03 funds, this is not out of
4 the '04 budget, and our budget in 19 -- 2002-2003, was
5 a collections based balanced budget, and we had
6 sufficient excess to cover this item, and I just
7 was -- I can make just this general statement, I
8 guess, but I can't understand why we have to have
9 \$40 million more this year, when we had this kind of
10 excess, but I definitely love what you are doing here,
11 guys.

12 MR. ISLER: We are able to do this, which
13 is a savings to the District, over time, because of
14 that, Mr. McCrea, so I do think the staff is to be
15 commended.

16 MR. McCREA: Oh, yes.

17 MR. ISLER: Right? Thank you.

18 Because this has your name on it.

19 MR. McCREA: Absolutely.

20 I know the staff is doing a great job, I
21 just -- things just sometimes don't add up in my head.

22 MR. ISLER: I appreciate your bringing it
23 up, I just wanted to point that this does have your
24 name on it as chairperson on the Business Committee,
25 Mr. McCrea.

1 Are there any other questions?

2 Yes, sir.

3 MR. McCREA: Is there going to be a
4 financial report forthcoming, or --

5 MR. ISLER: Can we have a --

6 MR. FELLERS: We are in the accrual period,
7 for the months of January, February, we are still
8 accruing for December.

9 You will have next month that report, and
10 you will have then the adjusted reports for January
11 and February.

12 But during January and February, we
13 typically do not have those reports, while we are
14 doing those accruals.

15 MR. ISLER: Mr. Fellers, can we hold the
16 chairperson for the Business and Finance Committee,
17 responsible for that next month?

18 MR. FELLERS: That is fine by me.

19 MR. ISLER: Thank you, sir.

20 Any other questions or comments?

21 Hearing none, Mr. Rushford, can we please
22 have a roll call vote.

23 MR. RUSHFORD: Mr. Brentley?

24 MR. BRENTLEY: Yes.

25 MR. RUSHFORD: Mrs. Colaizzi?

1 MS. COLAIZZI: Yes.

2 MR. RUSHFORD: Dr. Dowd?

3 DR. DOWD: Yes.

4 MR. RUSHFORD: Mrs. Fink?

5 MS. FINK: Yes.

6 MR. RUSHFORD: Mr. Matthews?

7 MR. MATTHEWS: Yes.

8 MR. RUSHFORD: Mr. McCrea?

9 MR. MCCREA: Yes.

10 MR. RUSHFORD: Mr. Romaniello?

11 MR. ROMANIELLO: Yes.

12 MR. RUSHFORD: Mr. Taylor?

13 MR. TAYLOR: Yes.

14 MR. RUSHFORD: Mr. Isler?

15 MR. ISLER: Yes.

16 MR. RUSHFORD: Nine ayes.

17 MR. ISLER: Now --

18 MR. RUSHFORD: The motion passes.

19 MR. ISLER: Thank you, very much. I was so

20 excited, I wasn't going to give you a chance to say

21 that, Mr. Rushford, excuse me for rushing on.

22 Any new business items?

23 Mr. McCrea.

24 MR. MCCREA: I didn't even raise my hand.

25 I saw in today's paper, that we are

1 receiving an award at the National School Boards
2 Association Conference in Orlando, for the CAPA sign.

3 And there is --

4 MR. ISLER: Excuse me, could you please
5 repeat that?

6 MR. McCREA: We are receiving an award at
7 the National School Boards Association, for the sign,
8 the CAPA sign, downtown, and I will read an
9 accompanying letter addressed to Kenneth Lee, who is
10 our architect.

11 (Mr. McCrea read from prepared material.)

12 MR. McCREA: I also would like to note that
13 Mrs. Colaizzi, Mr. Matthews and myself will be in
14 the -- at the Orlando conference, at the end of the
15 month.

16 Thank you.

17 (Applause.)

18 MR. ISLER: Accepting that award,
19 Mr. McCrea?

20 MR. McCREA: I will be there, yes.

21 MR. ISLER: You will be accepting it, good,
22 on behalf of the Board.

23 Mr. Taylor, I believe you want to say
24 something.

25 MR. TAYLOR: Yeah, I want to, myself and

1 Alex Matthews attended a very special Sunday service,
2 at Sixth Mount Zion Baptist Church in East Liberty,
3 recognizing three of our good schools we have in the
4 East End, three of our good principals, and that is
5 Robert Keith at Dilworth, Yvanna Smith at Lemington,
6 and Dr. Regina Holley at Lincoln, and I thought it was
7 a wonderful program, not only that we had a church who
8 recognized three fine educators we have in the
9 community, to take the time out to give them a nice
10 award, but I would also really like, and I want to
11 recognize Sixth Mount Zion, is Dr. Holley at Lincoln,
12 was thanking that church for doing a drive to come up
13 with winter coats for the children.

14 And a lot of us sometimes take it for
15 granted that every child has a proper winter coat, and
16 I really wanted to recognize the pastor, Reverend
17 Eugene Downing, and also the church, and the people at
18 Sixth Mount Zion, for taking the time to try to raise
19 some winter coats for some of our children, that
20 didn't have them.

21 MR. ISLER: Mr. Brentley.

22 MR. BRENTLEY: Yes.

23 I just want to remind all of our viewers,
24 Mr. President, that I believe this is the tenth year,
25 and you may know a little bit about this, and this is

1 the annual Reading Rainbow young writers contest,
2 that's held.

3 It's a great opportunity for our students
4 to actually, to put their works together, and submit
5 it into a contest.

6 And I just want to remind our folks and,
7 Dr. Thompson, I hope we can, if possible, if we can
8 send out a reminder to our principals, because the
9 deadline is approaching us quickly, and the deadline
10 is March the 5th, it is from, I think, K through 3rd
11 grade, for young writers to participate.

12 And this year I hope we have a record
13 number of students who will participate, and who
14 knows, we may be able to even place somewhere in the
15 contest.

16 If I am not mistaken, everyone who
17 participates will receive a certificate, signed by
18 Lavar Burton, and it is a great program, and I hope
19 our students will participate in it.

20 Can I give out the website?

21 MR. ISLER: Yes.

22 MR. BRENTLEY: I believe it is
23 www.wqed.com, for anyone interested.

24 MR. ISLER: If I may be so bold, as to also
25 put a plug in, since you mentioned Lavar Burton, he

1 will be receiving, Friday night, the Corporation for
2 Public Broadcasting Trolley Award, for his outstanding
3 contribution.

4 MR. TAYLOR: In Pittsburgh?

5 MR. ISLER: No, that will be in Washington,
6 DC.

7 That is an award named after Fred Rogers,
8 so I thank you.

9 MR. BRENTLEY: Well, and I am sure it is
10 possible, Mr. President, with your clout, and your
11 political pull, that you can get Mr. Burton to attend
12 one of the Pittsburgh Public School hearings, and
13 possibly take some pictures with our kids.

14 Thank you, very much.

15 Can we vote on that?

16 MR. ISLER: I am glad, Mr. Brentley -- I am
17 glad, Mr. Brentley, you have so much faith.

18 MS. COLAIZZI: I second that motion.

19 MR. ISLER: I would like --

20 MS. FINK: Or at least be an adjunct
21 teacher for a day.

22 MR. ISLER: I would like to rule out,
23 over -- rule a couple of my fellow Board members out
24 of order at this time.

25 I am glad you have so much faith in me,

1 Mr. Brentley.

2 We will see what we can do.

3 Is there any other new business items?

4 Dr. Thompson.

5 DR. THOMPSON: Just, to remind the Board,
6 and our citizens, that our outstanding athletic
7 program will be on display Thursday night, for the
8 city championship, at the Peterson -- is that
9 correct -- Center, game time --

10 MR. ISLER: 6:00 o'clock for the women,
11 8:00 o'clock for the men.

12 MS. COLAIZZI: They are always behind you
13 guys.

14 DR. THOMPSON: Well, okay. I just wanted
15 to check, and see if you knew, you know.

16 MR. ISLER: Your Board members are very up
17 to date, I have to tell you.

18 DR. THOMPSON: Thank you, Mr. President.

19 MR. ISLER: Thank you.

20 And we couldn't guess what Dr. Thompson's
21 college sport was, now, could we?

22 MR. ISLER: It is quite a tribute to this
23 District, that our students are playing at Peterson
24 this year, this is the first time the playoffs are at
25 Peterson, and we would like to thank our friends at

1 the University of Pittsburgh.

2 Are there any other comments or questions?

3 Mr. Romaniello.

4 MR. ROMANIELLO: Just to go back, that I
5 would like for Mr. McCrea to make copies of that
6 letter, that he just read, and forward it to the
7 appropriate city -- city government part, so maybe
8 they need to look at it.

9 MR. ISLER: That is the awarding for the
10 piece of art that appears on our CAPA building, which
11 allows our students' art work to be displayed for the
12 entire region?

13 MR. ROMANIELLO: Yes.

14 I think that he needs to forward that
15 letter to the appropriate offices in the city
16 government.

17 MR. ISLER: That you, very much.

18 Any other questions, or comments?

19 Hearing none, we will vote on the new
20 business items, because there are two cases in there
21 that we are settling, and if there are no other
22 questions, or comments, Mr. Rushford.

23 MR. RUSHFORD: Just as a precautionary
24 matter, let's do the Common Pleas Court.

25 MR. ISLER: All right. We are going to

1 be -- Mr. Rushford would like to -- would ask that we
2 please -- and I would like my fellow Board members to
3 know, that the case before the Western District Court,
4 CA-02-1388, we are going to pull that at this time,
5 for this month.

6 So we will be only voting in one.

7 MR. RUSHFORD: Which is the Common Pleas
8 Court case at 03-004460.

9 MR. ISLER: Ready?

10 MR. RUSHFORD: Yes.

11 MR. ISLER: Roll call.

12 MR. RUSHFORD: Mr. Brentley?

13 MR. BRENTLEY: Yes.

14 MR. RUSHFORD: Mrs. Colaizzi?

15 MS. COLAIZZI: Yes.

16 MR. RUSHFORD: Dr. Dowd?

17 DR. DOWD: Yes.

18 MR. RUSHFORD: Mrs. Fink?

19 MS. FINK: Yes.

20 MR. RUSHFORD: Mr. Matthews?

21 MR. MATTHEWS: Yes.

22 MR. RUSHFORD: Mr. McCrea?

23 MR. MCCREA: Yes.

24 MR. RUSHFORD: Mr. Romaniello?

25 MR. ROMANIELLO: Yes.

1 MR. RUSHFORD: Mr. Taylor?

2 MR. TAYLOR: Yes.

3 MR. RUSHFORD: Mr. Isler?

4 MR. ISLER: Yes.

5 MR. RUSHFORD: Nine ayes. Motion passes.

6 MR. ISLER: Is there any other items that
7 need to be brought before the Board, during this
8 February 2004 legislative meeting?

9 Hearing none, I will entertain a motion for
10 adjournment.

11 MS. COLAIZZI: Motion.

12 MR. ISLER: Second?

13 DR. DOWD: Second.

14 MR. ISLER: Meeting adjourned.

15 - - -

16 (Thereupon, at 8:19 p.m., the Legislative
17 Meeting was concluded.)

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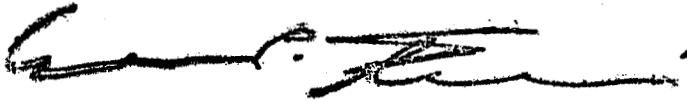
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C-E-R-T-I-F-I-C-A-T-E

I, Eugene C. Forcier, the undersigned, do hereby
certify that the foregoing forty-one (41) pages are a
true and correct transcript of my stenotypy notes
taken of the Legislative Meeting held in the
Pittsburgh Board of Public Education, Administration
Building, Board Room, on Tuesday, February 24, 2004.



Eugene C. Forcier, Court Reporter

- - -

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

February 24, 2004

Regular Meeting

ROLL CALL

APPROVAL OF MINUTES: January 28, 2004

COMMITTEE REPORTS

- Committee on Education
- Committee on Business

PERSONNEL REPORT

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT #2

COMMITTEE ON EDUCATION

February 24, 2004

DIRECTORS:

The Committee on Education recommends the adoption of the following resolutions, that the proper officers of the Board be authorized to enter into contracts relating to those resolutions, and that authority be given to the staff to change account numbers, the periods of performance, and such other details as may be necessary to carry out the intent of resolutions, so long as the total amount of money authorized in the resolution is not exceeded; except that with respect to grants which are received as a direct result of Board action approving the submission of proposals to obtain them, the following procedures shall apply:

Where the original grant is \$1,000 or less, the staff is authorized to receive and expend any increase over the original grant.

Where the original grant is more than \$1,000, the staff is authorized to receive and expend any increase over the original grant, so long as the increase does not exceed fifteen percent (15%) of the original grant. Increases in excess of fifteen percent require additional Board authority.

I. CONSULTANTS/CONTRACTED SERVICES

RESOLVED, That the Board of Directors of the Pittsburgh-Mt. Oliver Intermediate Unit authorize its proper officers to enter into agreement with the following individuals/organizations for the services and fees set forth in subparagraphs A through E, inclusive:

A. The Intermediate Unit will provide Title I program services to 17 students who reside in the **Wilksburg School District** and attend Holy Rosary School during the period September 1, 2003 through June 30, 2004. Payment shall be at the rate of \$979.00 per student. Total compensation shall not exceed **\$16,643.00**.

B. **Craig B. Liden, M.D. & Associates** will provide a one-day workshop for the Intermediate Unit psychology staff on medications used to manage ADHD. Training will be held during the period March 1 through 31, 2004. Rate of payment is \$300.00 per workshop. Total compensation shall not exceed **\$300.00**. Charge to account: **10-2850-330-870-408-000**.

February 24, 2004

C. **Rosalie Furman** will conduct a one-day workshop with two sessions -- 1) Planning for Instruction Using Brain-Compatible Learning Theory, and 2) Practical Tips for Managing the Classroom-Student Behavior -- for approximately 25 non-public school teachers at St. Mary of the Mount School. Training will be held during the period March 1 and 31, 2004. Payment will be at the rate of \$1,000 per day. Total compensation shall not exceed \$1,000.00. Charge to account: 10-2270-320-460-309-000.

D. Staff of **Western Psychiatric Institute and Clinic** will provide Student Assistance Team training for approximately two non-public school teachers. Workshop will occur during the period March 1 and 31, 2004. Rate of payment is \$350.00 per teacher trained. Total compensation shall not exceed \$700.00. Charge to account: 10-2850-330-870-408-000.

E. **Maria Paluselli** will present a workshop which will include the Orton Gillingham Method of teaching research-based instruction in reading, phonemic awareness structure of the English language and multi-sensory instruction to 25 teachers at Bishop Leonard School during the period March 1 and 31, 2004. Rate of payment is \$350.00 per day. Total compensation shall not exceed \$350.00. Charge to account: 10-2270-320-460-409-000.

II. PAYMENTS AUTHORIZED

A. RESOLVED, That the Board of Directors of the Pittsburgh-Mt. Oliver Intermediate Unit authorize its proper officers to compensate **WPIC Addiction Medicine Services** for providing Student Assistance Program Team training update for 25 non-public high school administrators and teachers. Total cost shall not exceed \$600.00. Training will take place during March 1 and April 30, 2004. Charge to account: 10-2850-330-870-408-000.

Respectfully submitted,

Patrick Dowd
Chairperson

Committee on Education

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT #2

COMMITTEE ON BUSINESS

February 24, 2004

DIRECTORS:

The Committee on Business recommends the adoption of the following resolutions, that the proper officers of the Board be authorized to enter into contracts relating to those resolutions, and that authority be given to the staff to change account numbers, the periods of performance, and such other details as may be necessary to carry out the intent of the resolutions, so long as the total amount of money authorized in the resolution is not exceeded:

I. CONSULTANTS/CONTRACTED SERVICES

A. **Terry & Stephenson, P.C., Certified Public Accountants**, will provide auditing services to the Intermediate Unit based on their proposal letter of January 13, 2004, for the fiscal years ending June 30, 2004, 2005, 2006. Total cost of these services shall not exceed **\$33,500.00** per year (billed monthly).

II. GENERAL AUTHORIZATION

A. **RESOLVED**, That the Board of Directors of the Pittsburgh-Mt. Oliver Intermediate Unit accept the audit report issued by **Terry & Stephenson, P.C., Certified Public Accountants** of the financial operations of the Intermediate Unit for fiscal year ended June 30, 2003.

B. **RESOLVED**, That the Board of Directors of the Pittsburgh-Mt. Oliver Intermediate Unit #2 authorize its proper officers to conduct business with the following corporations who are duly qualified and legally authorized to transact fiduciary business in the Commonwealth of Pennsylvania and designate these institutions to be depositories for interest bearing and non-interest bearing funds of the Pittsburgh-Mt. Oliver Intermediate Unit for the fiscal year 2004-05.

Citizens Bank (formerly Mellon Bank, N.A.)
National City Bank
Pennsylvania Local Government Investment Trust
Pennsylvania School District Liquid Asset Fund

RESOLVED, FURTHER, That Citizens Bank continues as Treasurer of the Pittsburgh-Mt. Oliver Intermediate Unit #2.

February 24, 2004

C. It is recommended that the list of payments made for the month of January 2004, in the amount of \$58,212.61, be ratified, the payments having been made in accordance with the Rules in Effect in the Intermediate Unit and the Public School Code. (Information is on file in the Business Office of the Intermediate Unit.)

Respectfully submitted,

Floyd McCrea
Chairperson

Committee on Business

Personnel Report of the Executive Director
of the Intermediate Unit

From the Executive Director
to the
Intermediate Unit Board of Directors

February 24, 2004

DIRECTORS:

The following personnel matters are recommended for action by the Board:

I. Appointment

It is recommended that the following named employee be appointed to the position of Teacher on Special Assignment (Special Needs) with no change in salary:

| <u>Name</u> | <u>Effective Date</u> | <u>Reason</u> |
|-------------|---------------------------|----------------------|
| Ann Martin | 2/25/04 | Conley-Other Work |

II. Reinstatement

It is recommended the following named professional employee be reinstated from furlough status to a permanent substitute with no change in salary.

| <u>Name</u> | <u>Position</u> | <u>Effective Date</u> | <u>Reason</u> |
|--------------|------------------|---------------------------|---------------|
| Carol DeWitt | Remedial Teacher | 3/3/04 | Surdyk-III |

Respectfully submitted,

John Thompson
Secretary