### THE BOARD OF PUBLIC EDUCATION

OF THE SCHOOL DISTRICT OF PITTSBURGH, PENNSYLVANIA

### **MINUTES**

Meeting of: January 24, 2007

Call of the Meeting: Legislative Meeting

Members Present: Mr. Brentley, Mrs. Colaizzi, Dr. Dowd,

Mrs. Fink, Mr. Isler, Mr. McCrea, Mr. Romaniello, Sr., Mr. Sumpter, Jr. and Mr.

**Taylor** 

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

# **January 24, 2007**

#### **AGENDA**

#### **ROLL CALL**

Approval of the Minutes of the Meeting of December 19, 2006

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. Transfer of Funds Roll Call

New Business Roll Call(s)

We are an equal rights and opportunity school district.

#### **EXECUTIVE SESSIONS**

#### **Legislative Meeting of January 24, 2007**

In addition to executive sessions announced at the legislative meeting of December 19, 2006, the Board met in executive session on January 16 and immediately before this legislative meeting to discuss various personnel matters that may include, but are not limited to: administrative vacancies, and positions opened and closed.

Finally, at the executive session immediately before this legislative meeting, 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 January 24, 2007

#### **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 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 Award**

**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 and 2, 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.

# **Proposals/Grant Award**

1. Acceptance of \$14,000 from the William and Elizabeth Rodgers Mcreery Memorial Fund of The Buhl Foundation to support the work of the group "Extreme Strings," which is a partnership between Roy Sonne--a member of the first violin section of the Pittsburgh Symphony Orchestra, a faculty member of CMU, and Music Director of the Edgewood Symphony Orchestra--and Steven Vance--a violinist and founder of Steven Vance Strolling Violins, as well as a graduate of Pittsburgh Public Schools. Extreme Strings will work with the Pittsburgh Public Schools' Center for the Musically talented to provide students across the District with the opportunity to learn and perform string music in alternative forms other than classical. Students will study a wide variety of alternative string music styles, such as jazz/rock fusion; country music; bluegrass and folk pop, rock, and hip hop Irish/Celtic, Cajun, and Blues, etc. Students will form an all strings orchestra made up of violin, viola, cello, bass, plus other

instruments that fit some styles of music, such as guitar, piano, drums, percussion, mandolin and banjo. In addition to receiving instruction and participating in performances, students will have the opportunity to explore alternative career options in music--such as music producer, music director, conductor, business manager, talent manager, etc.--and will have the opportunity to create and perform their own music, also. Extreme Strings is in the process of obtaining its 501c3 nonprofit status. Therefore, the School District of Pittsburgh will act as the fiscal agent for this grant, as the project is entirely directed toward Pittsburgh Public Schools' students. Furthermore, this work aligns with the goals of Excellence for All, particularly with regard to maximizing student achievement in all areas, including career development. The funding period shall be from January 30, 2007 to February 28, 2008.

2. Acceptance of \$72,000 from PNC Foundation will be used to make improvements in the school district's financial structure, operations or controls in furtherance of the mission of Pittsburgh Public Schools to educate students in the City of Pittsburgh.

Specifically, funds will be used to retain consultative services in order to reorganize the Budget and Finance functions in order to streamline processes and services, thus improving efficiency and better supporting the core educational functions of the district. This work will take place over a four month period, beginning in December 2006 and ending by mid-April of 2007.

These consultative services are requested as a second phase of support in bringing forward recommendations provided previously as the outgrowth of a comprehensive assessment of the internal capacity of the school district in the areas of budget development, budget administration, financial planning, and finance operations, including a specific a written recommendation regarding the organization of the budget and finance function within the school district. The funding period shall be from January 24, 2007 to January 24, 2008.

#### Consultant/Contracted Services

**RESOLVED**, That the Board authorizes its proper officers to enter into contracts with the following individuals for the services and fees set forth in subparagraphs 1 through 5, inclusive.

1. Leon R. Williams, DMD - To provide professional dental support and supervision to the school dental hygiene program as mandated by the State Department of Health. The dental consultant performs seventh grade dental screenings to identify significant malocclusions and other dental problems; monitors dental hygiene evaluations by periodic on-site visits, and accepts student referrals for personal dental examinations in selected problem cases; identifies specialists

needed and source of subsidized treatment; monitors the technical content of the dental program and provides professional guidance to our three school dental hygienists.

The operating period shall be from January 25, 2007 to December 31, 2007. Total cost not to exceed \$6,500 from account #4814-010-2430-330.

2. Laura Opshinsky - The Gifted Teachers of Arts and Humanities will create a unit of study to include cultural studies, literature, play writing, history of puppetry, puppet construction, and a culminating puppet performance. The content focus is cultural explorations and communications. The critical attributes of effective puppet design and puppet play production will be explored in detail. This unit of study will include the collaboration and expertise of puppet artist, Laura Opshinsky, from the Pittsburgh Center for the Arts Artist Residency Program. Each teacher will create a unit of study with Ms. Opshinsky that is appropriate and unique to their specific grade level. The Pittsburgh Center for the Arts will provide matching funds.

The operating period shall be from February 19, 2007 to May 18, 2007. Total cost not to exceed \$4,500 from account #5191-11D-1243-330.

3. Primary Care Health Services – will provide medical staff to serve as medical consultant to the district's school nurse practitioners and school nurses to comply with the requirements of the state mandated school health program. They are required to monitor the management of student health problems and to assist the nurses with medical findings that may be difficult to interpret. Primary Care will also medically screen applications for employment to assure those applicants are physically capable for the positions which they have applied. Primary Care will medically screen and review: all employee reinstatements to ensure their safety including the safety to students and to others; all employees medical leave of absences and medical sabbaticals, student homebound requests, medical transportation requests and school transfers for medical reasons.

The operating period shall be from January 25, 2007 to December 31, 2007. Total cost not to exceed \$35,709 from account #4814-010-2420-330.

4. Community Education Partners (CEP) - to contract with the Pittsburgh Public Schools to create an alternative education program for 432 disruptive and low-performing students in grades 6 through 12. These students are at risk for dropping out of school, possible referral to special education programs and not graduating. This program will provide an educational placement for these students, offering them a fresh start with academic and behavioral interventions

culminating in their return to their sending schools better prepared to learn and be successful.

The annual cost of this contract includes all educational and behavioral services for this population of students. In addition, the annual cost of the contract includes the amortization of building renovation costs. District staff and Ira Weiss's Office will continue to work with CEP staff to finalize a formal agreement outlining the details of this partnership.

The operating initial term shall be from September 1, 2007 to June 30, 2013. Total cost not to exceed \$3,500,000 annually for a period of six years. (See attached Memorandum of Understanding)

5. Manchester Craftsman's Guild (MCG) - to perform services as an independent contractor. MCG has been conducting Art Education programs in collaboration with the Pittsburgh Public Schools (PPS) for approximately thirty-six years, utilizing comprehensive curricula for the Arts, Technology and Mentoring. The program provides instructional services and experiences in art and music for students in high schools and middle level schools. The program enhances learning and builds personal capacity for success for all participants.

The operating period shall be from January 25, 2007 to December 31, 2007. Total cost not to exceed \$307,333 from account #4600-010-2360-323.

# **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 to provide services, as described in subparagraphs 1 through 6, inclusive.

1. Authorization to provide a half day training session for up to eighty (80) Early Intervention staff members on Battelle Developmental Inventory 2. Dr. Gallen is an Associate Professor at Chatham College. Battelle Developmental Inventory 2 is a standardized developmental assessment for early childhood to screen, diagnose and evaluate early development to determine eligibility for the Early Intervention Program. This program measures the child's personal-social, adaptive, motor, communication and cognitive ability.

The training will be provided on February 26, 2007. Total cost not to exceed \$750 from account #5181-15D-1281-323.

2. Authorization for William Perry, a PPS retired teacher and local artist and art instructor, to design, construct and facilitate a spontaneous problem solving event for the 2007 Think-A-Thon. Mr. Perry has created and implemented one event at each Think-A-Thon and has had his creative events published in several magazines including Games Magazine. The cost includes all supplies and materials, as well as design and construction. Rate of pay is \$23.32 per hour (approximately \$400) plus costs of materials (approximately \$400).

This event will take place on March 24, 2007. Total cost not to exceed \$800.00 from account #5231-292-1231-323.

3. Authorization for The Holiday Inn Greentree to provide six meeting rooms on January 30, 2007 for professional development sessions entitled the Pennsylvania Special Education Paraeducator Credential of Competence. These sessions are open to all PSE Paraeducators providing them with the skills necessary to improve the quality of life and achievement for students with disabilities. The Holiday Inn will provide boxed lunches at a cost not to exceed \$3,200; a large projection screen and microphone at a cost of \$150; and two overnight guest rooms for presenters at a cost not to exceed \$225. Additional costs include Bernard Gavlic, a graduate student with cerebral palsy, who will address the paraeducators with a keynote address regarding the effects that exceptional conditions have on an individual's life at a cost not to exceed \$1,500 for his travel, lodging, and expenses. The event will be funded by a grant from the Pennsylvania Department of Education.

This event will take place on January 30, 2007. Total cost not to exceed \$5,075 from account #'s 5501-04E-2271-635 (\$3,200), 5501-04E-2271-441 (\$150), 5501-04E-2271-582 (\$225) and 5501-04E-2272-582 (\$1,500).

4. Authorization for Kyle Holbrook, of K. H. Design, to collaborate with Gifted Center Teachers to provide 20 days of instruction on a "Connecting the Dots Between Science and Art" Unit. These presentations include student mural compositions and other graphic projects and will incorporate color slides, models, demonstrations, and discussions on color, context, and composition. The presentations will be paid upon completion of the entire project. The total cost will not exceed \$2,000. Student projects will be presented at the annual achievement celebration in May 2007. The presentations will take place between February 12, 2007 and March 12, 2007. The total cost shall not exceed \$2,000 from account #5191-11D-1243-330.

- 5. Authorization to compensate individuals (parents/community persons) who participate in the selection of instructional materials (including textbooks, kits, software, etc.) by serving on selection committees. Payment shall be at the rate of \$10.00 per hour (up to five hours per day) not to exceed two days of participation. Total cost not to exceed \$3,000 from account #4600-010-2270-340.
- 6. Authorization to compensate up to fourteen (14) Faison Intermediate teachers and one (1) Westinghouse High School teacher to work on January 27 and after school hours on January 29, 2007 for up to a total of ten (10) hours at the workshop rate of \$23.32 per hour. The additional hours are needed to pack and unpack instructional materials for movement of 8th grade classrooms from Faison to Westinghouse.

The total cost shall not exceed \$3,498 from account #4100-010-1100-121.

#### **General Authorization**

1. <u>Continuation of the Career Literacy for the African American Youth (CLAAY)</u> program.

Authorization for the approval of the continuation of the Career Literacy for African American Youth (CLAAY), Committee on Education, June 2003.

That the School District of Pittsburgh partner with the CLAAY, a program of Duquesne University's Center for Competitive Workforce Development (CCWD), that supports the future workforce by empowering motivated youth to define, pursue and achieve their individual career and educational goals through one-on-one career mentoring, academic tutoring and related programming.

Services provided include the following:

(1) Career Mentoring: CLAAY career mentoring uses trained volunteer community mentors from a variety of professional fields (law, engineering, business and non-profit) to engage in a one-on-one relationship in a structured environment that takes place throughout the school year. The curriculum that has been developed by the CLAAY team to support this process is closely

aligned with PDE Career Education standards and is designed to increase career awareness, work readiness skills, labor market and occupational knowledge and provides motivation for students to pursue ongoing educational and career success. CLAAY mentors also support the students in many ways including one mentor who offers a scholarship to selected CLAAY seniors.

- (2) Tutoring: CLAAY tutoring involves PSSA preparation sessions, targeted class work assistance and study skills development address the needs of students in grades nine through twelve. A PSSA Math Specialist developed a tutoring curriculum to prepare students for the PSSA, using an approach that is aligned with Pennsylvania state grade level educational standards. Student progress is monitored through diagnostic assessment administered at the beginning, middle and end of the curriculum.
- (3) Career Exploration Activities: The CLAAY program also facilitates additional career exploration opportunities such as Job Shadow Day, Unique Career Day and internship programs in partnership with the Allegheny County Bar Association's (ACBA) Summer Internship Program and with Duquesne University's, The Pittsburgh Regional Internship Collaborative Enterprise (PRICE) program.

That the School District of Pittsburgh will support this partnership through its Office of Career Technical Education by working in a liaison capacity to assist the CLAAY program team in coordinating the program by providing access to students, teachers, and other resources.

SELECTION PROCESS: Any student selected by the school is welcome in the program, whether they are in a minority population or not. The main qualification is that they are impacted by some or all of the issues listed above, that they are not part of the top 10% achievers at the school or at the lowest level of achievement, both of which would require support structures that are not currently in the CLAAY model.

2. <u>Donation of \$50,000 from concert proceeds held October 14, 2006 by Midlife Crisis Band and vocalist Jennifer Saunders.</u>

Authorization to accept a donation of \$50,000 of proceeds from a concert held on October 14, 2006 by the Midlife Crisis Band and vocalist Jennifer Saunders in

order to benefit **CAPA High School**. The donation is to support the general needs of the arts programs at CAPA High School.

#### 3. Amendment

Authorization to amend item previously adopted by the Board on November 22, 2005, Item #5, Committee on Education, Proposals/Grant Awards

Original Item: November 22, 2005

Acceptance of \$25,000 from the SPRANS Community-Based Abstinence Fund: Re-grant from Best Friends. This grant was awarded to Columbus and Arsenal Middle Schools (\$12,500 each) to support the Best Friends programs at these schools. Funding takes the form of a re-grant allocated specifically to Pittsburgh Public Schools from the national headquarters of Best Friends, an abstinence organization that encourages self-esteem and healthy lifestyles among young girls. Best Friends re-grants this money from a federal SPRANS grant that has been awarded to Best Friends specifically to support satellite chapters in various sections of the country, one of which resides in Pittsburgh Public Schools. Funding will be used to support the costs of student supplies, parent education materials on drugs and alcohol, and national training on the Best Friends model for site-based program coordinators--a required component of the program affiliation. The funding period shall be from November 23, 2005, through November 23, 2006

#### Amended Item:

Acceptance of \$40,000 from the SPRANS Community-Based Abstinence Fund: Re-granted from Best Friends. This grant was awarded to **Columbus (\$12,500)** and **Arsenal Middle Schools (\$27,500)** to support the Best Friends programs at these schools. Funding takes the form of a re-grant allocated specifically to Pittsburgh Public Schools from the national headquarters of Best Friends, an abstinence organization that encourages self-esteem and healthy lifestyles among young girls. Best Friends re-grants this money from a federal SPRANS grant that has been awarded to Best Friends specifically to support satellite chapters in various sections of the country, one of which resides in Pittsburgh Public Schools. Funding will be used to support the costs of student supplies, parent education materials on drugs and alcohol, and national training on the Best Friends model for site-based program coordinators—a required component of the program affiliation. The funding period shall be from November 23, 2005,

through **November 23, 2007.** The total cost shall not exceed \$40,000 from account #4298-11F-1490-various object codes.

#### Reason for Amendment:

To increase the grant award amount by \$15,000 specifically to Arsenal Middle School and to extend the grant period through November 23, 2007.

#### 4. Adoption of the school calendar for 2007-2008 school year.

RESOLVED, That the Board of Education of the School District of Pittsburgh hereby adopt the attached school calendar for the 2007-2008 school year. (See attached calendar)

#### 5. Adoption of the Accelerated Learning Academies school calendar for 2007-2008.

RESOLVED, That the Board of Education of the School District of Pittsburgh hereby adopt the attached Accelerated Learning Academies school calendar for the 2007-2008 school year. (See attached calendar)

#### 6. Amendment

Authorization to amend an item previously adopted by the Board on July 26, 2006, Committee on Education, Consultant/Contracted Services #22.

#### Original Item:

American Staffing Services, Inc. to provide individual services to students with severe disabilities as requested by PSE. Services will be provided to students who require one-on-one services as per their IEPs and/or as substitutes at **Pioneer**, **Conroy** and other schools and locations when the district can provide no appropriate therapeutic substitutes. Cost per hour for services will range from \$22.00-\$50.00 per hour depending on the services. The operating period shall be from August 1, 2006 through June 30, 2007. The total cost of this action shall not exceed \$450,000 from Account #5500-13D-1231-323

#### Amended Item:

American Staffing Services -To provide individual services to students with severe disabilities as requested by PSE. Services will be provided to students who require one-on-one services as per their IEPs and/or as substitutes at **Pioneer**, **Conroy** and other schools and locations when the district can provide no appropriate therapeutic substitutes. Cost per hour for services will range from \$22.00-\$50.00 per hour depending on the services. The operating period shall be from August 1, 2006 through June 30, 2007. The total cost of this action shall not exceed \$900,000. (\$450,000) from account #5500-13D-1231-323 and (\$450,000) from account #5231-292-1231-323.

#### Reason for Amendment:

An increase of \$450,000 is needed to continue services and to provide classroom and/or transportation for individual therapeutic services to students with severe disabilities as requested by PSE. The Account to be used is Account #5231-292-1231-323.

#### 7. Amendment

Amendment to an item previously approved by the Board on July 26, 2006, Committee on Education, consultant contracted Services #43.

#### Original Minutes:

Joyce Clark -To provide technical, budgetary, and subject matter expertise to support work for the Program for Students with Exceptionalities. The support work will be to complete the Penn Data Early Intervention and School Age Mandatory Child Count. She will assist with completing the following PDE State Reports through the online eGrant system: State Early Intervention Program; El Plan; El Special Ed Plan; and others as needed. The operating period shall be from August 1, 2006 through June 30, 2007. The rate is \$50 per hour. Joyce will work for the months of August, September, and October, 2006. She will not exceed 10 days per month at \$50 per hour. The total cost of this action shall not exceed \$10,500 from Account #5181-15D-1281-323.

#### Amendment

Joyce Clark - To provide technical, budgetary, and subject matter expertise to support work for the Program for Students with Exceptionalities. The support work will be to complete the Penn Data Early Intervention and School Age Mandatory Child Count. She will assist with completing the following PDE State Reports through the online eGrant system: State Early Intervention Program; El Plan; El Special Ed Plan; and others as needed. The operating period shall be from August 1. 2006 through June 30, 2007. The rate is \$50 per hour. Joyce will work for the months of August, September, and October, 2006. She will not exceed 10 days per month at \$50 per hour. In addition to the above, Joyce Clark will coordinate the 2007 Think-A-Thon program held on March 24, 2007. She will manage this event including activities, workshops, material used and student participation. The total cost of this action shall not exceed \$15,500. (\$10,500) from account # 5181-15D-1281-323 and (\$5,000) from account # 5231-292-1231-323.

#### Reason for Amendment:

An increase of \$5,000 is needed for Mrs. Clark to coordinate the 2007 Think-A-Thon program that will be held on March 24, 2007 at **Brashear High School**. She will manage the entire program including activities, workshops, materials used, student participation, and everything associated with this program.

#### 8. Amendment

Amendment to an item previously adopted by the Board on August 15, 2006, Committee on Education, Consultants/Contracted Services-Interim Health Care, #19.

#### **Original Minutes:**

To provide (3) LPN's to perform specialized services for medically fragile and/or chronically ill students, and respond to critical school needs. One LPN will be assigned per region. Due to the increase in asthma and type II diabetes, greater numbers of students need our assistance in monitoring and responding to their condition, including blood/sugar levels, especially younger students and newly diagnosed students. The LPN will provide coverage to schools for this important health monitoring on days when the nurse is not present. The LPN will be sent to schools when students or classrooms need checked for head lice or other health conditions. Instead of pulling the nurse from their schools, the LPN will be

deployed. LPN's will assist nurse practitioners with general health screenings which include BMI measurements for students in grades K-8, and annual screenings which include height/weight/vision/hearing K-12. Nurses are better able to respond to students who are ill with the support and presence of the LPN. The operating period shall be from August 31, 2006 through June 22, 2007. Payment shall be \$31 per hour. The total cost of this action shall not exceed \$118,000 from Account #4814-010-2420-330.

#### Amendment

To provide five (5) LPN's to perform specialized services for medically fragile and/or chronically ill students, and respond to critical school needs. Five LPN's will be assigned to schools in various regions to assist with the increase in asthma and type II diabetes, greater numbers of students who need assistance in monitoring and responding to their condition, including blood/sugar levels, especially younger students and newly diagnosed students. The LPN will provide coverage to schools for this important health monitoring on days when the nurse is not present. The LPN will be sent to schools when students or classrooms need checked for head lice or other health conditions. Instead of pulling the nurse from their school, the LPN will be deployed. LPN's will assist nurse practitioners with general health screenings which include BMI measurements for students in grades K-8, and annual screenings which include height/weight/vision/hearing K-12. Nurses are better able to respond to students who are ill with the support and presence of the LPN. The operating period shall be from August 31, 2006 through June 22, 2007. Payment shall be \$31 per hour. The total cost of this action shall not exceed \$166,000 from account #4814-010-2420-330.

#### Reason for Amendment:

Adding two additional LPN's to perform tasks described in original minute.

9. <u>Acceptance of Increase in Officiating Fees for High School Varsity Softball for the Spring Sports Season - 2006-2007.</u>

Requesting that the Pittsburgh Public Schools authorize the Office of Interscholastic Athletics to increase the fee for officiating the following Interscholastic Sport, effective the spring sports season for the 2006-2007 school year:

High School Varsity Softball

from \$45 to \$55

This increase will allow the Pittsburgh Public Schools to remain competitive with the other school districts that utilize the softball officials. The total cost of this action shall not exceed \$1,200 from account #4815-010-3250-599.

#### 10. Health Partnership with FamilyLinks

Authorization to accept a proposal and enter into an agreement with FamilyLinks to provide a school-based mental health partnership at **Linden Elementary School**.

#### 11. Agreement with Comcast Cable Communication

Authorization to enter into an agreement with Comcast Cable Communications to televise the High School Football Championship on the "on demand" portion of their broadcasting programs.

This opportunity can allow for positive exposure for our student-athletes as well as the schools and communities that participated and attended the contest. This action is at no cost to the Board.

#### 12. Amended Item:

(1A & 1B): Authorization to amend item previously adopted by the Board on August 24, 2005, Item #33, Committee on Education, Consultants/Contracted Services and amended item previously approved on April 25, 2006, Committee on Business/Finance, Item C5, General Authorization; 1C): To accept grant funds.

#### 1A: Original Item: August 24, 2005

The SPARK Program/Paul Rosengard -- To continue the second year of the Pittsburgh Obesity Prevention Initiative (POPI). The objective of POPI is to address overweight and obesity in Secondary Physical Education students through innovative research based Physical Education Curriculum. During the second year of collaboration with SPARK, site visit protocols/schedules as well as monthly meetings to the intervention schools will be created. A plan for organizing and implementing Coordinated School Health Councils will be

developed for each pilot school. SPARK will advise and sign off on equipment purchases. SPARK will be responsible for SPARK staff coordinators and consultants, materials, staff development, consultation, meetings/presentations and travel expenses. The operating period shall be from August 25, 2005 through June 30, 2006. The total cost of this action shall not exceed \$66,000 from Account #4600-1175-2271-323.

#### Amended Item:

The SPARK Program/Paul Rosengard - To continue the second and third year of the Pittsburgh Obesity Prevention Initiative (POPI). The objective of POPI is to address overweight and obesity in Secondary Physical Education students through innovative research based Physical education curriculum.

During the second and third years of collaboration with SPARK, site visit protocols/schedules, as well as monthly meetings to the intervention schools will be developed and implemented. A plan for organizing and implementing Coordinated School Health Councils will be developed and implemented for each pilot school. SPARK will advise and sign off on equipment purchases. SPARK will be responsible for SPARK staff coordinators and consultants, materials, staff development, consultation, meetings/presentations and travel expenses. The operating period shall be from August 25, 2005 through June 30, 2007. The total cost of this action shall not exceed \$131,000 from Account #4600-175-2271-323.

#### Reason for Amendment:

To extend the contract period and increase the contract amount in order to provide additional implementation of the SPARK/POPI (Sports, Play and Recreation for Kids/Pittsburgh Obesity Prevention Initiative) at the high school level. SPARK is a physical education curriculum developed by San Diego University emphasizing the acquisition of lifetime physical recreation habits by students as a means by which current and future obesity levels can be prevented among students and future obesity-related diseases curtailed.

1B:

Original Item: April 25, 2006

Acceptance of \$1,400,960 from the Heinz Endowments to support an expansion of the literacy coach model across grades 4-8, as well as to partially support grades K-3, among those schools most in need of making strong gains in literacy achievement. Specifically, funds are awarded to support the costs of twenty-five (25) high quality replacement teachers to be placed in schools with the lowest reading performance on the 2005 PSSA and schools currently without additional sufficient reading coach support beginning in November 2005 and ending in June of 2006 at a cost not to exceed \$750,960. In addition, within this amount, specific funds are awarded beginning on June 30, 2006, and ending on July 1 of 2007 to support: 1) costs associated with the provision of concentrated training on Content Focused Coaching as provided by the University of Pittsburgh's Institute for Learning (IFL) at a cost not to exceed \$144,000 over a 12 month period, 2) \$61,000 to the district to be used for additional consulting, training and travel related to coaching as needed over a 12 month period, 3) a K-8 Summit to be held on June 26-28, 2006, during which coaches, principal, and assistant principals will work together to develop a plan for implementing a successful K-8 school. The cost of this action is not to exceed \$66,160; and 4) adoption and implementation of the Step Up to Writing Process, a writing across the curriculum process providing writing strategies that requires coach training and support. The cost of this action is not to exceed \$378,840 over a 12 month period.

#### Amended Item:

Acceptance of \$1,400,960 from the Heinz Endowments to support an expansion of the literacy coach model across grades 4-8, as well as to partially support grades K-3, among those schools most in need of making strong gains in literacy achievement. Specifically, funds are awarded to support the costs of twenty-five (25) high quality replacement teachers to be placed in schools with the lowest reading performance on the 2005 PSSA and schools currently without additional sufficient reading coach support beginning in November 2005 and ending in June of 2006 at a cost not to exceed \$735,960. In addition, within this amount, specific funds are awarded beginning on June 30, 2006, and ending on July 1 of 2007 to support: 1) costs associated with the provision of concentrated training on Content Focused Coaching as provided by the University of Pittsburgh's Institute for Learning (IFL) at a cost not to exceed \$144,000 over a 12 month period, 2) \$61,000 to the district to be used for additional consulting, training and

travel related to coaching as needed over a 12 month period, 3) a K-8 Summit to be held on June 26-28, 2006, during which coaches, principals and assistant principals will work together to develop a plan for implementing a successful K-8 school. The cost of this action is not to exceed \$66,160; 4) adoption and implementation of the Step Up to Writing Process, a writing across the curriculum process providing writing strategies that requires coach training and support; and 5) support toward the implementation of the SPARK/POPI project, a physical education curriculum emphasizing obesity prevention and the development of lifelong habits of healthy eating and exercise among high school students. Funds are awarded in recognition of the importance physical health plays in readiness for educational experiences throughout school and particularly at the high school level, as it is foundational to the high school reform effort. The cost of this action is not to exceed \$15,000 over a 12 month period from January 24, 2007 through January 24, 2008.

#### Reason for Amendment:

To amend the previously amended minutes of April 25, 2006, in order to extend remaining grant funds from the Heinz Endowments in the amount of \$15,000 to support the costs of the SPARK/POPI contract.

1C:

#### Resolved:

That the Board of Education accepts a grant award of \$20,000 from the Buhl Foundation to support the costs of the SPARK/POPI contract. The funding period shall be from January 24, 2007 through January 24, 2008.

(NOTE: While funds from The Heinz Endowments and The Buhl Foundation are granted through January 24, 2008, these funds will be fully expended by the June 30, 2007, closing date of the contract with SPARK/POPI.)

#### 13. Environmental Charter School Application

RESOLVED: That the Pittsburgh Board of Education denies The Environmental Charter School at Frick Park . . . an Imagine School Charter School Application in accordance with the Charter School Law, 24 P.S. § 17-1719-A and the Basic

Education Circular on Charter Schools - 24 P.S. § 17-1701-A. The Environmental Charter School at Frick Park . . . an Imagine School Review Team's recommendation is to deny the application for the following reasons:

Charter applicant does not provide expanded choice and cannot serve as a model for Pittsburgh Public Schools.

Charter applicant failed to complete the requirements of the application as required by PA Charter School Law, sections 1717-A and 1719-A.

#### 14. Arrest Powers

That the Board approves it's Solicitor petitioning the Court for police powers for one (1) officer of the Office of School Safety.

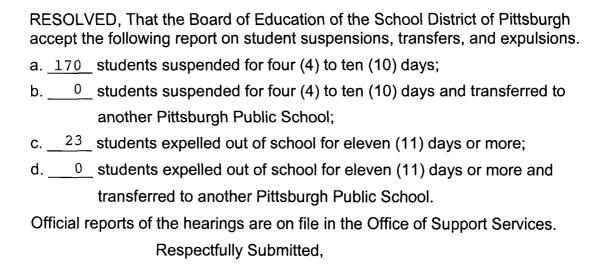
ADVANTAGES: To have one (1) more officer with police powers since he has completed the Act 120/77 Certificate requirements.

RESOLVED: That the Board of Public Education of the School District of Pittsburgh desires and respectfully requests the Court of Common Pleas of Allegheny County grant police powers to William Ehrin the accompanying powers and responsibilities of school police officer set forth in the Public School Code of 1949.

RESOLVED FURTHER: That the Solicitor of the School District of Pittsburgh is hereby authorized and directed to secure the granting of police powers to this person by the Common Pleas Court of Allegheny County.

RESOLVED FURTHER: That by this act, the School District of Pittsburgh is not establishing a new job classification, it is by this act requesting that police powers be granted as set in Public School Code of 1949.

#### 15. Student Suspensions, Transfers and Expulsions



Thomas Sumpter, Chairperson Committee on Education

#### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made this 24th day of January, 2007, by and between the SCHOOL DISTRICT OF PITTSBURGH, with its principal place of business located at 341 South Bellefield Avenue, Pittsburgh, Pennsylvania 15213 (hereinafter referred to as "School District")

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COMMUNITY EDUCATION PARTNERS, INC., a Delaware corporation having its principal place of business located at 2636 Elm Hill Pike, Suite 500, Nashville, TN 37214 (hereinafter referred to as "CEP").

WHEREAS, the parties have held discussions regarding the implementation of an alternative educational program for chronically behaviorally-challenged students; and

WHEREAS, CEP is a provider of a unique educational program known as the CEP Partnership Program which offers the promise of improved school safety and improved educational outcome for such students; and

WHEREAS, the parties are desirous of entering into a Memorandum of Understanding which will commit the parties to the completion of a comprehensive agreement within thirty (30) days of the date of this Memorandum of Understanding.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. On or before February 16, 2007, the parties hereto shall approve and execute a final agreement reflecting the terms and conditions of this Memorandum of Understanding.

- 2. The parties shall enter into a comprehensive agreement providing an academic and operations program for the education of students who are chronically behaviorally-challenged, low-performing, and/or retained or over-age. The District and CEP will agree on the criteria and process to identify and refer students to the program, which will begin at the start of the 2007-08 school year and will phase in up to the guaranteed enrollment of 432 students in number. Students referred will not include those who are adjudicated, those eligible to be sent to the Academy or those in a special education program. With respect to the Academy program, parents will have the choice of having their children remain in the Academy Charter School or return to their District school once court supervision of the student has been terminated. Unless otherwise indicated in the final agreement, students will remain in the CEP program for 180 days of attendance.
- 3. Said agreement shall provide for specific duties and obligations of CEP and the District, including the identification of site-based administrators in each of the District's middle-grade and secondary schools, to ensure the that all appropriate records are available and admission procedures are followed.
- 4. The agreement shall provide for a comprehensive academic program which parallels the core curriculum, core courses and grading scale utilized by the School District, including textbook / resources adopted by the School District.
- 5. The District and CEP acknowledge that most of the Students who will be assigned to the CEP program are functioning below grade level in reading and math, are frequently enrolled in a grade level significantly higher than their level of achievement, and are not likely to be proficient on the PSSA. The agreement, however, shall hold CEP accountable for increasing the academic achievement, attendance and behavioral

growth of these students consistent with measures that are utilized in District schools.

The amount of required growth in academic achievement, attendance and behavior will be determined by the District and CEP prior to the start of the 2007-08 school year.

- 6. CEP shall provide adequate equipment and supplies for a recreational program.
- 7. The agreement shall require CEP to implement a comprehensive behavior program reflecting the School District Code of Student Conduct and shall implement a truancy program and a transition program which shall facilitate each student's return to a School District school.
- 8. The agreement shall require CEP to follow the District policy on unarmed security officers. The agreement will further state that in the event a disciplinary situation warrants additional resources, the CEP School Administrator will have access to District mobile security.
- 9. The agreement shall provide for a program for transfer and withdrawal of students.
- 10. The agreement shall be for a term of one (1) phase-in year plus four (4) years with an automatic renewal extension of five (5) years with the right of either party to terminate if notice is given by January 1<sup>st</sup> of the last school term.
- 11. The agreement shall provide for the District to pay CEP \$12,480 per Student (based on the phased-in enrollment up to the guaranteed enrollment of 432 students) during the first School Year, beginning with the first month in which Students attend the CEP Program, plus the amortized cost of the facility renovation as outlined paragraph 13. The annual Per-Student Enrollment Fee will be increased each year after

the initial phase-in school year by the annual Enrollment Fee Increase percentage which shall be defined in the agreement and calculated as follows:

The annual enrollment fee increase percentage will be calculated for each year by dividing the minimum starting salary for teachers in the District who are certified and possess a bachelor's degree for the current school year by the minimum starting salary for the same class of employee for the prior year.

- 12. The agreement shall provide that the School District shall enter into a Lease Agreement with CEP for the utilization of Clayton Elementary School on the basis of rental of \$1.00 per year with the understanding that CEP shall undertake a capital program to renovate and equip the building in accordance with its specifications, said renovation program not to exceed \$2,950,000. The renovation shall reflect the functional requirements of CEP including learning communities, regular classrooms, reading and math skill center, learning community common areas and other areas. The District will provide to CEP access to the Clayton School Building beginning on the date of the execution of this memorandum.
- 13. The agreement shall provide that the cost of the renovations including the cost of financing such renovations under terms acceptable to the School District shall be included by CEP as an additional cost under the agreement and will paid on a monthly basis based on an amortization term of fifteen (15) years or less. If the contract between the District and CEP is terminated before the end of the 15-year period (or lesser period of repayment), the District agrees to assume all responsibility for paying off the remaining balance.

- 14. The agreement shall provide that CEP shall maintain property and casualty insurance on the facility at its expense as well as worker's compensation and employer's liability, general liability, automobile liability, umbrella liability, professional liability insurance with such limits and in such form as may be acceptable to the School District. Further, the agreement shall provide that the School District will be added as an additional insured for the general liability and professional liability policies under a blanket additional insured endorsement.
- 15. The agreement shall contain a provision requiring CEP to refrain from impeding any organizational activities with regard to its employees' involvement with the Pittsburgh Federation of Teachers.
- 16. The final agreement is contingent upon the District obtaining an understanding with the Pittsburgh Federation of Teachers with respect to legal issues which may arise relative to the assignment of work under this Agreement to CEP. Should the District not obtain such an understanding to its satisfaction, it shall have no obligation to proceed to execute the Final Agreement.
- 17. The agreement shall include a termination provision including a condition that the agreement will continue only upon approval by the Board in its adopted budget of sufficient funds designated by the Board or Superintendent to specifically meet the obligations under the agreement, except for those obligations relating to the financing of the building renovation. Failure to include such funds shall constitute a termination of the agreement on the last day of the school year for which funding is approved. For purposes of this provision, the term "Failure to Appropriate Funds" shall mean the failure of the District to include an appropriation to meet its obligations under the Agreement in a duly adopted budget. Any failure on the part of the District to timely adopt a budget

for the relevant fiscal year shall not operate to terminate the Agreement. Further, the agreement shall contain a provision for mutual termination and shall include a dispute resolution procedure acceptable to both parties.

18. Because CEP will be required to expend substantial sums for, among other things, personnel, facilities, and equipment prior to the execution of the agreement in order to provide services to Students at site and on date specified, the District agrees to proceed in good faith with all actions required for the definitive agreement. The District also agrees that in the event such a definitive agreement is not executed by the parties for any reason whatsoever on or before February 16, 2007, the District shall reimburse CEP within thirty (30) days after demand an amount not to exceed \$25,000 for the cost of all expenditures made by CEP to undertake the activities described in this Memorandum of Understanding as well as for all services rendered by CEP to the District. The costs under this section shall be limited to those costs related to preliminary activities with respect to preparation of the Clayton building undertaken between January 25, 2007 and February 15, 2007. It shall not include any other costs incurred by CEP.

IN WITNESS WHEREOF, the parties hereto have set their hand(s) and seal(s) the date first above.

ATTEST:	SCHOOL DISTRICT OF PITTSBURGH					
Secretary	_ By: President					
Approved as to Form Only:	Date of Approval:					
By:						
ATTEST:	COMMUNITY EDUCATION PARTNERS, INC.					
Secretary	By: Chairman and Chief Executive Officer					

#### PITTSBURGH PUBLIC SCHOOLS DAY SCHOOL CALENDAR 2007-2008 SCHOOL YEAR

#### HOLIDAYS AND VACATIONS (NO SCHOOL FOR STUDENTS):

Labor Day Vacation Day Veterans Day Thanksgiving Vacation Winter Vacation Dr. King Day

Spring Vacation Vacation Day Memorial Day September 3, 2007 September 13, 2007 November 12, 2007

November 22, through November 26, 2007 December 24, 2007 through January 1, 2008

January 21, 2008

March 20, through March 24, 2008

April 22, 2008 May 26, 2008

#### ORGANIZATION AND RECORD MAINTENANCE DAYS (NO SCHOOL FOR STUDENTS):

Clerical/Organization Day
Clerical/Organization Day
In-Service/Professional Development Day
In-Service/Professional Development Day
In-Service/Professional Development Day
All Levels-Open-House/Conference Day
In-Service/Professional Development Day
All Levels-Clerical/Organization Day
In-Service/Professional Development Day

All Levels-Clerical/Organization Days

August 23, 2007 August 24, 2007 August 27, 2007 August 28, 2007 August 29, 2007 October 8, 2007 November 6, 2007 January 28, 2008 January 29, 2008

June 12 and June 13, 2008

#### **IMPORTANT DATES:**

#### First Semester Begins

Teachers

August 23, 2007

Students

August 30, 2007

#### Second Semester Begins

Students

January 30, 2008

#### Last Day of School

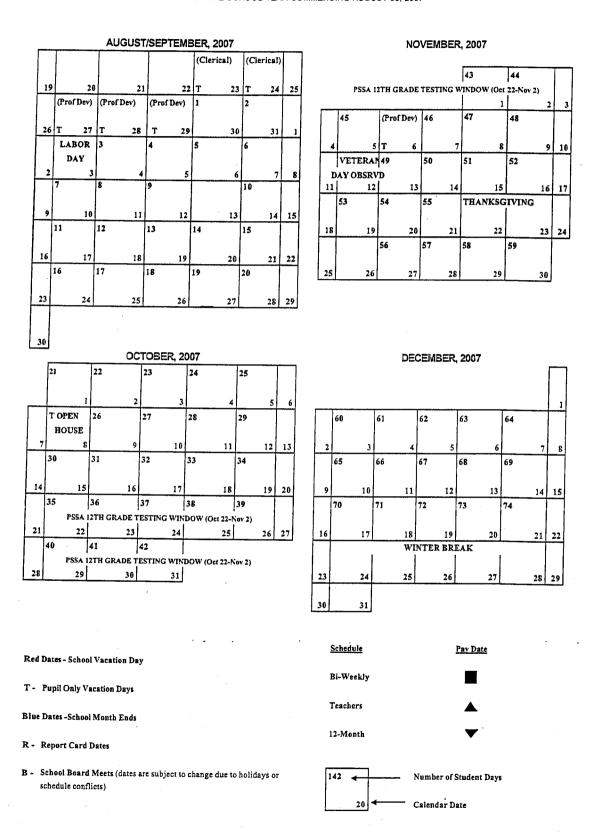
Teachers Students June 13, 2008 June 11, 2008

#### Number of Student Days

182 Days

# Pittsburgh Public Schools District Calendar

FOR THE SCHOOL YEAR COMMENCING AUGUST 30, 2007



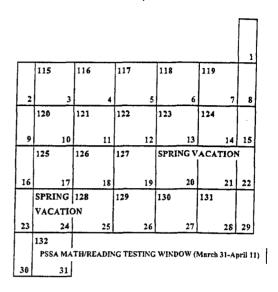
# Pittsburgh Public Schools District Calendar

FOR THE SCHOOL YEAR COMMENCING AUGUST 30, 2007

#### JANUARY, 2008

			NEW YEAR	75		76		77		
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		DR. KING DAY	88	89		90		91		
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		(Clerical)	(Prof Dev)	92		93				
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#### **MARCH, 2008**



FEBRUARY, 2008

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	PSSA WRITING TESTING WINDOW (Feb 11-22)										
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	110		111		112		113		114		
24		25		26		27		28		29	

**APRIL, 2008** 

			133		134		135		136		
P	PSSA MATH/READING TESTING WINDOW (March 31-April									11)	
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	151		152		153						_
	PSSA SCIENCE TESTING WINDOW (April 28-May 9)										
27		28		29		30					

Red Dates - School Vacation Day

T - Pupil Only Vacation Days

Blue Dates -School Month Ends

R - Report Card Dates

B - School Board Meets (dates are subject to change due to holidays or schedule conflicts)

Schedule Pav Date

Bi-Weekly

Teachers

12-Month

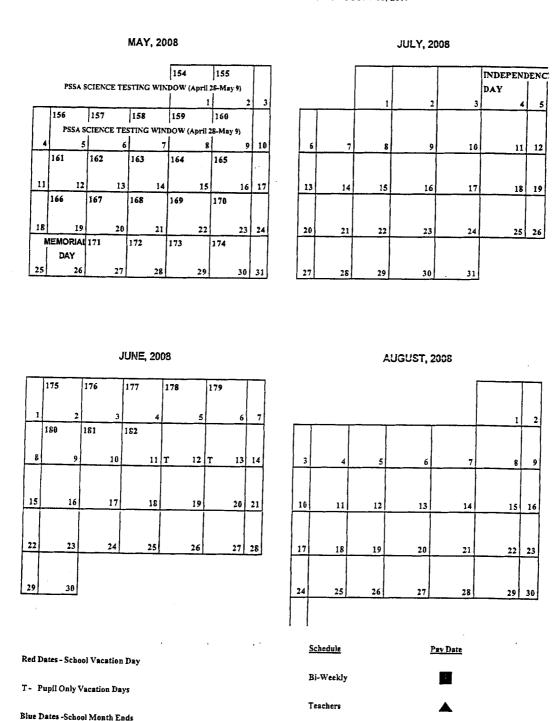
Number of Student Days

20

Calendar Date

# Pittsburgh Public Schools District Calendar

FOR THE SCHOOL YEAR COMMENCING AUGUST 30, 2007



12-Month

142

Number of Student Days

Calendar Date

R - Report Card Dates

schedule conflicts)

B - School Board Meets (dates are subject to change due to holidays or

# PITTSBURGH PUBLIC SCHOOLS ACCELERATED LEARNING ACADEMY DAY SCHOOL CALENDAR 2007-2008 SCHOOL YEAR

#### HOLIDAYS AND VACATIONS (NO SCHOOL FOR STUDENTS):

Labor Day Vacation Day Veterans Day

Thanksgiving Vacation
Winter Vacation

Winter Vacation Dr. King Day

Spring Vacation

Vacation Day Memorial Day September 3, 2007 September 13, 2007 November 12, 2007

November 22, through November 26, 2007 December 24, 2007 through January 1, 2008

January 21, 2008

March 20, through March 24, 2008

April 22, 2008 May 26, 2008

#### ORGANIZATION AND RECORD MAINTENANCE DAYS (NO SCHOOL FOR STUDENTS):

Clerical/Organization Day

Clerical/Organization Day

In-Service/Professional Development Day In-Service/Professional Development Day In-Service/Professional Development Day All Levels-Open-House/Conference Day

In-Service/Professional Development Day All Levels-Clerical/Organization Day In-Service/Professional Development Day

All Levels-Clerical/Organization Days

August 13, 2007

August 14, 2007

August 15, 2007 August 16, 2007

August 17, 2007 October 8, 2007

November 6, 2007 January 28, 2008

January 29, 2008

June 16 and June 17, 2008

#### **IMPORTANT DATES:**

#### First Semester Begins

Teachers

August 13, 2007

Students

August 20, 2007

#### Second Semester Begins

Students

January 30, 2008

#### Last Day of School

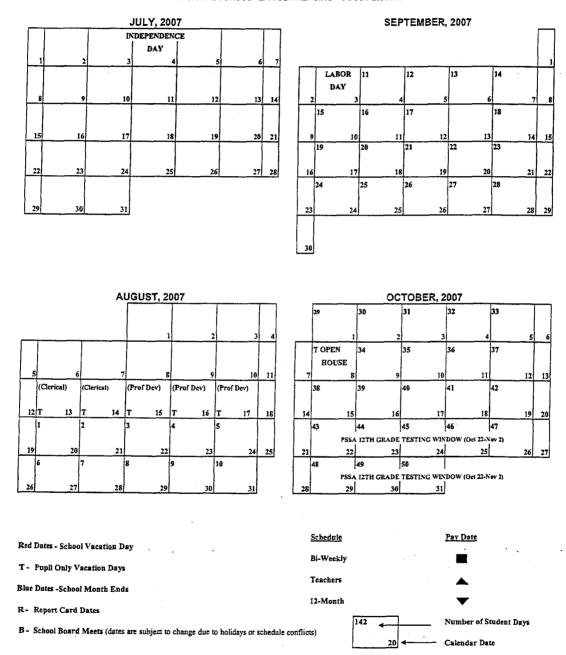
Teachers Students June 17, 2008 June 13, 2008

**Number of Student Days** 

192 Days

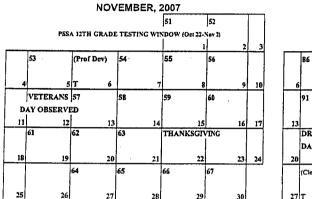
# Pittsburgh Public Schools Accelerated Learning Academy (ALA) Calendar

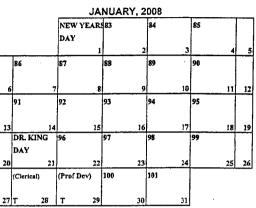
FOR THE SCHOOL YEAR COMMENCING AUGUST 20, 2007

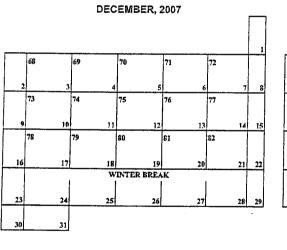


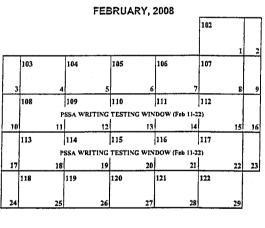
# Pittsburgh Public Schools Accelerated Learning Academy (ALA) Calendar

FOR THE SCHOOL YEAR COMMENCING AUGUST 20, 2007









Red Dates - School Vacation Day

T - Pupil Only Vacation Days

Bi-Weekly

Teachers

Biue Dates - School Month Ends

12-Month

R - Report Card Dates

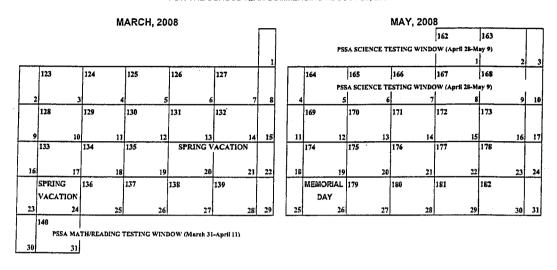
B - School Board Meets (dates are subject to change due to holidays or schedule conflicts)

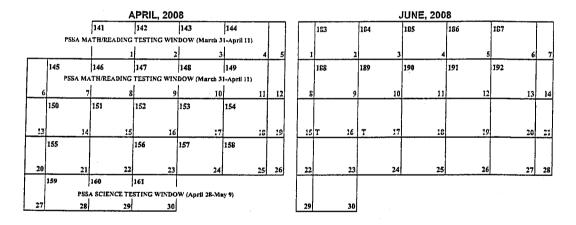
142 Number of Student Days

Calendar Date

# Pittsburgh Public Schools Accelerated Learning Academy (ALA) Calendar

FOR THE SCHOOL YEAR COMMENCING AUGUST 20, 2007





Red Dates - School Vacation Day	<u>Schedule</u>	Pay Date
T - Pupil Only Vacation Days	Bi-Weekly	
Blue Dates -School Month Ends	Teachers	<b>^</b>
R - Report Card Dates	12-Month	▼
B - School Board Meets-(dates are subject to change due to holidays or schedule co	onflicts)	Number of Student Days Calendar Date

# COMMITTEE ON BUSINESS/FINANCE January 24, 2007

# 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. 1629)
- 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. 0701)
- 3. **RESOLVED,** That the following additions and deductions to construction contracts previously approved be adopted. (Report No. 0702)
- 4. **RESOLVED**, That the daily payments made in December 2006 in the amount of \$58,476,375.52 the payments having been made in accordance with Rules of the Board and the Public School Code.
- 5. **RESOLVED,** That the appropriate officers of the Board authorize the purchase of excess property insurance coverage to protect the District in the event of a catastrophic property loss at critical high value locations within the District from CNA Insurance Company through the Gleason Agency, for the period January 25, 2007 through January 24, 2008. The loss limit is \$75,000,000 with a \$3,000,000 retention, at an annual premium of \$182,500, payable from 001-3304-010-2590-523.
- 6. **RESOLVED,** That the appropriate officers of the Board authorize payment to Service Master, Better Maintenance and Cleaning for the provision of cleaning services to the **Early Childhood classroom** and adjacent areas at the **Bedford Hope Center**. The contractor will clean bathrooms and rugs, mop/vacuum floors, and remove trash. The total cost of this service will not exceed \$3,000.00, payable from account number 4800-19D-1800-413.

# 7. PULLED

# B. CONSULTANTS/CONTRACTED SERVICE

1. RESOLVED, That the appropriate officers of the Board be authorized to enter into a contract with Fredette & Associates. Establishing a clear and uniform identity for the Pittsburgh Public Schools is an important component of our Excellence for All agenda. Currently, there are inconsistencies in District letterheads, envelopes, business cards and web sites, including use of different colors, layouts, and logo placement and design. Branding campaigns help organizations to develop consumer awareness and loyalty. Branding is becoming more common among school districts as we face increasing competition and decreasing revenues.

Fredette & Associates, with more than 20 years' experience in creative design, will work with Communications & Marketing and Technology to create an identity package that includes print pieces and website templates for schools and offices. Services will be rendered between January 25 and February 28, 2007.

Total contract amount shall not exceed \$13,480 from Account Line 1500-010-2823-330.

# C. GENERAL AUTHORIZATIONS

- 1. **RESOLVED,** that the Board of Directors of the School District of Pittsburgh authorize submission of Part J, PlanCon, to the State Department of Education for additions and renovations to **Conroy**. Part J is Project Accounting based on the bids.
- 2. **RESOLVED**, that the Board of Directors of the School District of Pittsburgh authorize submission of Part F, Attachment C PlanCon, to the State Department of Education for addition and renovation of Sterrett. Part F, Attachment C is for post-bid opening notification.
- 3. **RESOLVED,** That the Board of Directors of the School District of Pittsburgh authorize an amendment to an item previously adopted by the Board, Business/Finance Committee, Consultants/Contracted Services, November 22, 2005.

# Original Item:

RESOLVED, That the appropriate officers of the Board be authorized to renew an agreement with HM Benefits Administrators whereby COBRA administrative services shall be provided to the School District during the period of January 1, 2006 through December 31, 2006 cost not to exceed \$47,078 from account line 2600-010-2832-330.

# Amended Item:

RESOLVED, That the appropriate officers of the Board be authorized to renew an agreement with HM Benefits Administrators whereby COBRA administrative services shall be provided to the School District during the period of January 1, 2006 through December 31, 2006 cost not to exceed \$51,078 from account line 2600-010-2832-330.

# Reason for the Amendment:

Increase in cost due to an increase in the number of retirements and furloughs at the end of the 2005-2006 school year. This increased the number of COBRA notification letters and billing statements by 7% over the previous year which increases the School District costs.

- 4. **RESOLVED**, that the Board of Directors of the School District of Pittsburgh authorize the Urban Redevelopment Authority of Pittsburgh to pursue a Tax Increment Financing proposal for portions of the 5th & Penn Redevelopment Area (Pending Certification) Larimer Neighborhood. (See attached Resolution)
- 5. **RESOLVED**, that the Board of Directors of the School District of Pittsburgh authorize an extension to the Option Agreement with the Urban Redevelopment Authority for South Hills High School. (See attached Resolution)
- 6. **RESOLVED,** That the Board of Directors of the School District of Pittsburgh authorize the naming of the playground at Colfax. (Information forthcoming at Legislative Meeting)

# D. PROPOSAL/GRANTS

RESOLVED, That the Board Directors of the School District of Pittsburgh 1. authorize submission of a proposal to the State Public School Building Authority for the PA High-Performance Green Schools Planning Grant in the amount of \$50,000. This funding will cover a portion of the design costs associated with the addition of a gymnasium to the Miller African-Centered Academy building (formerly the McKelvy Elementary School building). In particular, the grant will cover the costs related to making the gymnasium a "green" space and thus rendering the District eligible to attain the status of "High Performance Green School" for Miller, which will be the first building in the District to achieve leadership in Energy and Environmental Design (LEED) certification through the US Green Building Council and one of the first green schools in Pennsylvania. (NOTE: A green building is one whose construction and lifetime of operation assure the healthiest possible environment while representing the most efficient and least disruptive use of land, water, energy and resources. Green schools have been found to contribute to increased student achievement, improved indoor environmental quality and significantly reduced building operating costs).

# Directors have received information on the following:

- 1. Progress Report on Construction Projects and Small Contract Awards (0703)
- 2. Travel Reimbursement Applications January, 2006
- 3. Travel Report December 2006
- 4. Workers' Compensation Report December 2006

Respectfully submitted, Floyd McCrea, Chairperson Committee on Business/Finance RESOLUTION OF THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH AUTHORIZING THE URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH TO PURSUE A TAX INCREMENT FINANCING PROPOSAL FOR PORTIONS OF THE 5TH & PENN REDEVELOPMENT AREA (PENDING CERTIFICATION) - LARIMER NEIGHBORHOOD

WHEREAS, Pennsylvania's Tax Incremental Financing Act (53 P.S. § 6930.01 et seq., as amended) (the "Act") provides local taxing bodies 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 is legally empowered to prepare a tax increment financing ("TIF") proposal ("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 City of Pittsburgh and to present such proposal to the Board of Public Education of the School District of Pittsburgh for its consideration; and

WHEREAS, a developer (the "Developer") is working on a mixed-use development expected to include office, residential and hotel space and parking (the "Project"), to be located at Fifth Avenue and Penn Avenue in the 5th & Penn Redevelopment Area (pending certification) - Larimer Neighborhood; and

WHEREAS, the School District of Pittsburgh is expected to benefit from the use of tax increments in portions of the 5th & Penn Redevelopment Area (pending certification) - Larimer Neighborhood by stimulation of private investment, increases in property values, creation of employment opportunities and improvement of surrounding properties; and

WHEREAS, the implementation of any TIF Proposal is fully dependent on the cooperation and participation of all local taxing bodies, namely, the City of Pittsburgh, the School District of Pittsburgh and the County of Allegheny.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH AS FOLLOWS:

SECTION 1. The TIF concept for financing the cost of certain public infrastructure, parking and other improvements in portions of the 5th & Penn Redevelopment Area (pending certification) - Larimer Neighborhood is endorsed and the Urban Redevelopment Authority of Pittsburgh is requested to prepare a detailed TIF Proposal for portions of the 5th & Penn Redevelopment Area (pending certification) - Larimer Neighborhood, as required by the Act.

SECTION 2. The respective governing bodies of the City of Pittsburgh and County of Allegheny will be notified of this action and requested to undertake similar favorable consideration and cooperation in implementing a TIF Proposal with respect to portions of the 5th & Penn Redevelopment Area (pending certification) - Larimer Neighborhood.

SECTION 3. The appropriate authorized officers and employees of the School District of the Pittsburgh are hereby directed to take such actions in cooperation with the Urban Redevelopment Authority of Pittsburgh and any participating taxing bodies in furtherance of the development of an acceptable TIF Proposal that will be brought before the Board of Education of the School District of Pittsburgh and to schedule and conduct any and all public hearings required by the Act to permit public

comment prior to final approval and implementation of any TIF Proposal.

SECTION 4. The Chief Operations Officer and Assistant Secretary are each hereby designated as the Board of Public Education of the School District of Pittsburgh's representative to work with the Urban Redevelopment Authority of Pittsburgh in preparing the TIF Proposal.

SECTION 5. If any provision of this Resolution shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Resolution which shall be in full force and effect.

SECTION 6. Any Resolution or part thereof conflicting with the provisions of this Resolution is hereby repealed in so far as the same affects this Resolution.

# RESOLUTION

WHEREAS, at its Legislative Meeting of January 28, 2004, the Board of Public Education of The School District of Pittsburgh authorized its representatives to enter into an agreement, dated February 13, 2004, with the Urban Redevelopment Authority whereby once the Authority met certain conditions mutually agreed upon by both parties, the School District would convey the South Hills High School site, specifically Block & Lot 15-C-220, to the Authority so that it could act as the facilitator in the development of the above-described property; and

WHEREAS, at its Legislative Meeting of May 25, 2005 the Board agreed to extend the term of the original agreement for a period of one year to February 13, 2007.

**RESOLVED**, the Board authorizes the extension of the agreement for an additional term of thirty months, ending August 13, 2009. All other terms and conditions will remain the same.

# RESOLUTION

WHEREAS, at the November 21, 2006 Legislative meeting, the Board of Directors approved the construction of a playground at Colfax School, consistent with the District's playground policy, and;

WHEREAS, the PTO of the school has initiated a naming process in full compliance with the District's naming policy for a school building, and;

WHEREAS, the Student Council unanimously approved their recommendation and the vote from Parents, Community Members and Teachers was 206 for and 20 against;

THEREFORE BE IT RESOLVED, that the Board of Directors of the School District of Pittsburgh authorize the naming of the new playground at Colfax as the "Bob O'Connor Community Playground".

# **REPORT #1629**

Sealed bids were opened in Conference Room A, on Tuesday, December 19, 2006. The results were tabulated and will be kept on file in the Purchasing 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 8473-1 VARIOUS LOCATIONS 000-4000-239-1800-610

HOME ECONOMICS & CLEANING SUPPLIES - Contract for the purchase of Home Economics and cleaning supplies for a period on one (1) year from November 1, 2006 to October 31, 2007 to be used at various locations.

8 Bids Received

Estimated Total Cost -- \$15,000

# SUPPLIER TOTAL LOT PRICE

Calico Industries, Inc. (21 items)	<b>\$</b> 3,962,90
Curran-Taylor, Inc. (4 items) *	2,133.85
Maica Ideal Products, LLC (1 item)	<u>1.014.30</u>

<sup>\*</sup>This bidder has been determined to be non-compliant by the EBE Office staff.

It is recommended that items 12, 13, 14, and 18 be rejected.

**INQUIRY 8481** 

DATA CENTER

020-5000-010-2240-538

ISP SERVICE - Contract for the purchase of ISP service for the period of three (3) years from July 1, 2007 to June 30, 2010 to be used at the Data Center.

3 Bids Received

Estimated Total Cost -- \$60,000 Annually

ITEM 1 - Internet Access @ 15 MB

SUPPLIER	TOTAL LOT PRICE

Corncast Business Communications	\$ 18,000.00
Penn Telecom	24,396.00
Salsgiver, Inc.	45,000.00

ITEM 2 – Internet Access @ 25 MB

# SUPPLIER TOTAL LOT PRICE

Comcast Business Communications	<u>\$ 28,500.00</u>
Penn Telecom	28,596.00
Salsgiver, Inc.	55,500,00

ITEM 3 – Access @ 35 MB

# SUPPLIER TOTAL LOT PRICE

Penn Telecom	<b>\$</b> 32,796.00
Comcast Business Communication	39,360.00
Salsgiver, Inc.	70,500.00

INQUIRY 8481 (cont.)

ITEM 4 - Internet Access @ 50 MB

SUPPLIER TOTAL LOT PRICE

Penn Telecom\$ 39.096.00Comcast Business Communication52,500.00Salsgiver, Inc.78,000.00

Items 1 - 4 dictate service levels and will not be active at the same time.

**INQUIRY 8482** 

TECH CENTRAL 000-5000-010-2240-758 000-5000-010-2240-788

INTERNAL CONNECTIONS - Purchase of various types of equipment, materials and supplies with E-Rate pricing to be used for internal connections at Tech Central.

4 Bids Received

Estimated Total Cost -- \$2,950,000

ITEMS 1 – 12 (MDF/IDF Equipment)

SUPPLIER TOTAL LOT PRICE

<u>Allied Telesyn</u> \$ 391.848.37

ITEMS 13 – 72 (Core Switch Equipment)

SUPPLIER TOTAL LOT PRICE

EPlus Technology, Inc.\$ 678,351.57McPC Computer Product Consultants715,015.40

ITEMS 73 - 90 (Various Distance Learning Equipment)

SUPPLIER TOTAL LOT PRICE

RoData, Inc. \$1,576,358.90

No bids received for Items 91 through 98 (Firepass Equipment).

**INQUIRY 8483** 

VARIOUS LOCATIONS 000-6303-010-2620-610

INTERCHANGEABLE CORE SYSTEMS & LOCKSETS -- Contract for the purchase of interchangeable core systems and locksets for a period of one (1) year from February 1, 2007 to January 31, 2008 to be used at various locations.

0 Bids Received

Estimated Total Cost -- \$33,199.00

No Bids Received.

**INQUIRY 8484** 

**CONNELLEY TECHNICAL INSTITUTE** 

998-4398-611-1390-610

HVAC EQUIPMENT - Purchase of various types of HVAC equipment including gas valves, tubing, gas leak detectors, etc. to be used at Connelley Technical Institute.

0 Bids Received

Estimated Total Cost -- \$15,000

No Bids Received.

**INQUIRY 8485** 

VARIOUS LOCATIONS 000-4815-010-3250-610

INTERSCHOLASTIC ATHLETIC SUPPLIES - Purchase of various Interscholastic Athletic supplies for baseball, football, basketball, etc. to be used at various locations.

7 Bids Received

Estimated Total Cost -- \$100,000

## SUPPLIER

# TOTAL LOT PRICE

Century Sports (49 items) (**3 items)	<u>\$ 60,681.00</u>
Beaver Distributing (57 items)	<u>45,784.00</u>
Football America (12 items)*	12,601.00
Riddell Sports Group (17 items)	<u>7,030.00</u>
S&S Worldwide (5 items)	<u>280.00</u>

<sup>\*</sup>This bidder has been determined to be non-compliant by the EBE Office staff.

It is recommended that items 38, 39, 62, 63, 64, 65, 74, 83, 110, 115 and 120 be rejected.

**INQUIRY 8486** 

**SCHENLEY HIGH SCHOOL** 

322-4800-010-1350-758

ROBOT & CNC MILL INTEGRATION EQUIPMENT - Purchase of one (1) Robot & CNC Mill Integration equipment package to be used at Schenley High School.

0 Bids Received

Estimated Total Cost -- \$20,000

No Bids Received.

**INOUIRY 8487** 

LIBRARY SERVICES

998-4803-010-2250-640

ENCYCLOPEDIAS - Purchase of fifty-four (54) sets of World Book Encyclopedia's to be used with Library Services.

1 Bid Received

Estimated Total Cost -- \$35,000

**SUPPLIER** 

TOTAL LOT PRICE

**Advanced Educational Products** 

\$ 23,785.50

<sup>\*\*</sup>These items are being awarded to this vendor because the low bidder was determined to be non-compliant and the price for this vendor is less than 10% above the low bid.

**INQUIRY 8488** 

**FOOD SERVICE** 

020-6530-500-3100-760 020-6540-500-3100-760 020-6550-500-3100-760

SCANNER - Purchase of one (1) master scan station to include license, technical support and training for nine (9) people to be used at Food Service.

1 Bid Received

Estimated Total Cost -- \$40,000

SUPPLIER

**TOTAL LOT PRICE** 

Advanced Business Technologies

\$ 30,345.00

349

# RESOLUTIONS

# PIANO MAINTENANCE

Authorization is requested to enter into a contract with Theodore Mamel for the purchase of maintenance and repair of Steinway, Boston and Yamaha pianos for the period of one (1) year from January 1, 2007 to December 31, 2007 for use at Pittsburgh CAPA. Total cost not to exceed \$20,000.00 chargeable to Account No. 304-4304-610-1100-432.

# WRITING CURRICULUM

Authorization is requested to enter into an agreement with Advanced Learning Press for the purchase of writing curriculum for a new program for use at various locations. Funds will be used to purchase training manuals for writing in the content areas; specifically for middle and high school teachers of Social Studies, Science, Career Technology and Related Arts. This order was released on January 11, 2007 in order to secure the materials in time for the January 30<sup>th</sup> inservice training approved by the Board at their April 2006, July 2006 and November 2006 Legislative Meetings. Total cost not to exceed \$23,283.70 chargeable to Account No. 001-4004-20C-2271-640.

# **IEP EQUIPMENT**

Authorization is requested to enter into an agreement with TFH Multi-Sensory Environments for the purchase of special education equipment needed for a student IEP at Conroy Education Center. Order has already been processed. Total cost not to exceed \$13,279.00 chargeable to Account No. 419-5160-292-1260-750.

\*\*\*\*

# **AMENDMENT**

Bid Inquiry 8449 was originally awarded by the Board at the Legislative Meeting on May 24, 2006 as listed below:

INQUIRY 8449 VARIOUS LOCATIONS 000-4803-010-2250-640

LIBRARY BOOKS - Contract for the purchase of library books for a period of three (3) years from July 1, 2006 to June 30, 2009 to be used at various locations.

7 Bids Received

Estimated Total Cost -- \$100,000 Annually

# **DISCOUNT FROM LIST PRICE**

	Trade Editions	Reference & Technical	Library Bindings	Paper Editions
Advanced Ed. Products	Incomplete Bid			
Follett Library	Incomplete Bid			
Junior Library Guild	Incomplete Bid			
Gumdrop Books	Incomplete Bid			
Sagebrush Corp.	40%	40%	<u>40%</u>	40%
Baker & Taylor	46.6%	12.5%	20%	33.1%
Brodart	26%	26%	26%	26%

# **COST PER UNIT**

	Cataloging Products	Mylar Jacket
Advanced Ed. Products	Incomplete Bid	
Follett Library	Incomplete Bid	
Junior Library Guild	Incomplete Bid	
Gumdrop Books	Incomplete Bid	
Sagebrush Corp.	<u>.23</u>	<u>.23</u>
Baker & Taylor	.23	.48
Brodart	.55	.69

# SUPPLIER TOTAL LOT PRICE

Advanced Educational Products	Incomplete Bid
Follett Library Resources	Incomplete Bid
Junior Library Guild	Incomplete Bid
Gumdrop Books	Incomplete Bid
Sagebrush Corp.	\$ 62,566.00
Baker & Taylor	70,638.00
Brodart	82,006.00

The Purchasing Office was notified after the award of this bid by the Library Services staff and school librarians that the awarded vendor is in violation of the contract by not giving the School District of Pittsburgh 40% off Publishers List Price. Therefore, it is recommended that the award go to the next lowest bidder.

**INQUIRY 8449** 

VARIOUS LOCATIONS 000-4803-010-2250-640

LIBRARY BOOKS - Contract for the purchase of library books for a period of three (3) years from July 1, 2006 to June 30, 2009 to be used at various locations.

7 Bids Received

Estimated Total Cost -- \$100,000 Annually

# **DISCOUNT FROM LIST PRICE**

	Trade Editions	Reference & Technical	Library Bindings	Paper Editions
Advanced Ed. Products	Incomplete Bid			
Follett Library	Incomplete Bid			
Junior Library Guild	Incomplete Bid			
Gumdrop Books	Incomplete Bid			
Sagebrush Corp.	40%	40%	40%	40%
Baker & Taylor	46.6%	12.5%	20%	33.1%
Brodart	26%	26%	26%	26%

# **COST PER UNIT**

	Cataloging Products	Mylar Jacket
Advanced Ed. Products	Incomplete Bid	
Follett Library	Incomplete Bid	
Junior Library Guild	Incomplete Bid	
Gumdrop Books	Incomplete Bid	
Sagebrush Corp.	.23	.23
Baker & Taylor	<u>.23</u>	<u>.48</u>
Brodart	.55	.69

# SUPPLIER TOTAL LOT PRICE

Advanced Educational Products	Incomplete Bid
Follett Library Resources	Incomplete Bid
Junior Library Guild	Incomplete Bid
Gumdrop Books	Incomplete Bid
Sagebrush Corp.	\$ 62,566.00
Baker & Taylor	70,638.00
Brodart	82,006.00

\* \* \* \* \* \*

LEGISLATIVE MEETING ACTION ITEM NO. A1 JANUARY 24, 2007

The details supporting these inquiries, bids and resolutions are made a part of this report by reference thereto and may be seen in the Purchasing 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

Business/Finance Committee Action Item A2 January 24, 2007

# REPORT NUMBER 0701 TABULATION OF BIDS

# Committee on Operations

# Directors:

Sealed bids were opened on November 29 and December 12, 2006. 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.

- Contractor submitted an irregular bid (e.g. incomplete bid, lack of bid bonds, signatures, etc.).
- Contractor withdrew its bid in accordance with Act 4, Chapter 18, Public Bids, Section 1602: unintentional and substantial arithmetical error.
- Contractor withdrew its bid in accordance with Act 4, Chapter 18, Public Bids, Section 1602: unintentional omission of a substantial quantity of work.
- Contractor was found to be noncompliant with the School District's EBE policy.
- Exceeds the Board's Variable Cap for Compliance as approved February 23, 2005.

# (1) CENTRAL FOOD KITCHEN

Heating/Electrical Work

020-6301-354-4500-450

Redundant A/C for Computer Center - Phase II

Total project estimate: \$ 190,000

# **HEATING WORK**

 East West Manufacturing & Supply Co.	\$ 122,600
R. A. Finnegan, Inc.	129,400
Flaherty Mechanical Contractor's, LLC	135,000
Marc Services	137,550

# **ELECTRICAL WORK**

 Vem's Electric, Inc.	\$ 59,981
Moletz Electric Company	62,300
Frankl Electric, Inc.	66,325
Wellington Power Corporation	68,500
Angelos Manoloudis	87.450
Keystone Electrical	108,391

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows:

Heating Work - R. A. Finnegan, Inc.:	\$ 129,400
Electrical Work - Moletz Electric Company:	\$ 62,300
Total of recommended bids:	\$ 191,700

# (2) VARIOUS SCHOOLS

Electrical Surveillance Systems (rebid – originally bid 05/06/06)

000-6300-010-4603-431

Maintenance Contract – Security Systems

Not to exceed: \$ 112,500 per budget year. Contract duration: February 1, 2007 to

December 31, 2008.

Stanley Security Solutions, Inc. \$859.95

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Stanley Security Solutions, inc.: \$ 112,500 per budget year,

# (3) VARIOUS SCHOOLS

Plumbing Work

000-6303-010-4600-431

Maintenance contract - Plumbing Work

Not to exceed: \$ 300,000 per budget year. Contract duration: February 1, 2007 to December 31, 2008

Plumbing Laborer Backhoe Trackhoe Truck

Reg/Prem Reg/Pre

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: AMB, Excavating, Inc.: Not to exceed \$300,000 per budget year. Award based on the lowest total hourly rates.

# (4) VARIOUS SCHOOLS

Heating Work

000-6303-010-4600-431

Maintenance contract - HVAC

Not to exceed: \$ 100,000 per budget year. Contract duration: February 1, 2007 to

December 31, 2008

December 31, 2006	Cost/Hr Steamfitter	Cost/Hr Laborer	Total
R.A. Finnegan, Inc. East West Manufacturing & Supply Co.	\$ 50 74	\$ 30 43	\$ 80 <b>\$</b> 117

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: East West Manufacturing & Supply Co. Not to exceed \$ 100,000 per budget year.

# (5) VARIOUS SCHOOLS

Mechanical Work

000-6303-010-4600-431

Maintenance contract - Testing/Balancing

Not to exceed: \$ 100,000 per budget year. Contract duration: February 1, 2007 to

December 31, 2008

Certified Technician/HourPrincipal/Hour Laborer/Hour Clerical/Hour Normal Premium 
it is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Northstar Environmental, Ltd.: Not to exceed \$ 100,000 per budget year. Award based on the lowest total hourly rates.

# (6) VARIOUS SCHOOLS

**HVAC Work** 

000-6303-010-4600-431

Maintenance contract - Variable Frequency

Not to exceed: \$ 30,000 per budget year. Contract duration: February 1, 2007 to

December 31, 2008

Cost/Hr.
Reg./Prem.

Huckestein Mechanical Services, Inc. \$78.00/120.00

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Huckestein Mechanical Services, Inc.: Not to exceed \$30,000 per budget year. Award based on the lowest total hourly rates.

### **VARIOUS SCHOOLS (7)**

Electrical Work (rebid – originally bid 05/06/06)

000-6303-010-4600-431

Maintenance agreement - Electrical Repairs

Not to exceed: \$75,000 per budget year. Contract duration: February 1, 2007 to

December 31, 2008

Lighthouse Electric Company, Inc.	\$ 251.83
Allegheny City Electric, Inc.	294.00
Moletz Electric Company	377.68
Vern's Electric, Inc.	1,216.71

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Lighthouse Electric Company, inc.: Not to exceed \$75,000 per budget year. Award based on the lowest total hourly rates.

### VARIOUS SCHOOLS (8)

Mechanical Work

000-6303-010-4600-431

Maintenance contract - Metasys Building Automated Systems

Not to exceed: \$ 20,000 per budget year. Contract duration: February 1, 2007 to

December 31, 2008

Engineer/Hour Technician/Hour Johnson Controls, Inc. \$ 125.00 \$ 175.00

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Johnson Controls, Inc.: Not to exceed \$ 20,000 per budget year. Award based on the lowest total hourly rates.

### VARIOUS SCHOOLS (9)

**HVAC Work** 

000-6303-010-4600-431

Maintenance contract - Building Automatrix

Not to exceed: \$ 20,000 per budget year. Contract duration: February 1, 2007 to

December 31, 2008

It is recommended that the project rebid.

### (10) **VARIOUS SCHOOLS**

**HVAC Work** 

000-6303-010-4600-431

Maintenance contract - Refrigeration Systems

Not to exceed: \$ 175,000 per budget year. Contract duration: February 1, 2007 to

December 31, 2008

3 Inspections

Cost/Hr.. Rea./Prem.

Fazio Mechanical Services, Inc.

\$ 40,966

\$ 59.75/59.75

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Fazio Mechanical Services, Inc.: Not to exceed \$175,000 per budget year. Award based on the lowest total hourly rates.

(11) VARIOUS SCHOOLS

Heating Work

000-6303-010-4600-431

Service contract - Boiler/Burners

Not to exceed: \$ 350,000 per budget year. Contract duration: February 1, 2007 to

December 31, 2008

Cost/Hour Oct. Insp. Jan. Insp. Hours Hours Combustion Service & Equipment Co. \$ 47.00 250 295

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: Combustion Service & Equipment Co.: Not to exceed \$350,000 per budget year. Award based on the lowest total hourly rates.

(12) VARIOUS SCHOOLS

**HVAC Work** 

000-6303-010-4600-431

Maintenance contract - Temperature Controls

Not to exceed: \$ 175,000 per budget year. Contract duration: February 1, 2007 to

December 31, 2008

Inspections Cost/Hr.. Reg./Pre.

R. A. Finnegan, Inc. \$ 14,580 \$ 45.00/60.00

It is recommended that the award be made to the lowest responsible bidder(s) meeting the terms and conditions of bidding as follows: R. A. Finnegan, Inc.: Not to exceed \$ 175,000 per budget year. Award based on the lowest total hourly rates.

Respectfully Submitted Floyd McCrea Chairperson

Committee on Operations Action Item A3 January 24, 2007 ·

# REPORT NUMBER 0702 ADDITIONS AND DEDUCTIONS TO CONSTRUCTION CONTRACTS

Committee on Operations

Directors:

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

Change Orders to Capital Improvement and Major Maintenance projects will herein reference the "Facility Name" at the time the contract was let; however, all new contracts established after September 1, 2006 will herein reference the "Facility Name" as adopted by Pittsburgh Public Schools "2006 Right-Sizing Plan".

Contract & Change Order Information

ADD

\$21,278

DEDUCT

ARSENAL MIDDLE: Major classroom renovations (E)

MOLETZ ELECTRIC COMPANY

Contract Number: 0F6317 Contract Amount: \$334,000

Previous CO \$: \$215,150 Account Number: 298-6300-353-4610-450

\$154,691

Provide additional data equipment, security equipment, and sound equipment installation including premium time (Not to exceed amount).

Explanation:

Premium time authorized on a time and material basis due to the compacted schedule. All labor and material documentation to be submitted prior to processing of all invoices. This work was requested by the school's administration.

# School Request

BANKSVILLE: ADA - Elevators (Group) (G)

EMMOCON CORPORATION

Contract Number: 0F5248 Contract Amount: \$330,100 Previous CO \$: \$2,806

Account Number: 103-6301-349-4500-450

C.O. #6
Provide additional exterior excavation and

installation of new driveway and paving. Explanation:

To provide for safe bus staging and traffic flow, Facilities required that additional exterior excavation be provided to widen the existing entrance and drive, upon request from Transportation.

Safety issue

\$28,134

BELMAR: New Cafeteria (G) EMMOCON CORPORATION

> Contract Number: 0F6325 Contract Amount: \$228,000 Previous CO \$: \$3,056

Account Mumber: 106-6300-353-4610-450

Install new suspended ceiling -- \$24,915.

B. Cut roof penetrations -- \$1,908.C. Relocate Air conditioning unit from existing computer lab to the Principal's Office -- \$1,311.

Explanation:

- A. The contract documents indicated that the existing plaster ceiling was to be removed and replaced with an acoustic metal panel ceiling system. To accelerate the schedule of this project, the existing ceiling was left in place and a new suspended ceiling was installed. This change includes a credit for the work deleted from the scope of the contract.
- The contract documents indicated the use of prefabricated roof curbs at the new access hatch that was installed. After construction was started it was found that the pre-fabricated roof curbs would not work on the existing roof. The roof system was modified to accept the specified roof curbs. The consultant of record will be terminated.
- The existing computer lab had two window air conditioning units. The Principal requested that one of these units to be relocated the Principal's Office. After review of this request, Facilities asked the contractor to relocate the unit, provide new supports, panels and wiring and patch walls and windows at removals.

# A & B: Change in scope of work and C: Principal's request

BELMAR: New Cafeteria (E) MOLETZ ELECTRIC COMPANY

Contract Number: 0F6328 Contract Amount: \$178,800 Previous CO \$:

\$5,000

Account Number: 106-6300-353-4610-450

c.o. Premium time (Not to exceed amount).

Explanations

Premium time authorized on a time and material basis due to the compacted schedule. All documentation is to be submitted prior to processing of all invoices.

# Requested by Facilities

BROOKLINE: Bus turn around BALDWIN ASPHALT PAVING, INC.

Contract Number: 0F6356 Contract Amount: \$153,025

Previous CO \$: \$0

Account Number: 110-6300-353-4200-450

Additional ground cover vegetation.

Explanation:

Facilities Division requested that the contractor provide and install additional ground cover

\$3,066

\$46,972

vegetation to prevent erosion of a hillside next to the newly installed bus lane

This proposed add had been negotiated down from an originally proposed amount of \$3,605 as part of an on-going review between the contractor and Facilities staff.

# Requested by Facilities

CRESCENT: ADA - Elevators (Group) (G)

EMMOCON CORPORATION

Contract Number: **0P5248** \$385,400 \$11,722 Contract Amount: Previous CO \$1

Account Number: 121-6301-349-4500-450

C.O. #7 \$14,288

- Demolish, remove and replace existing concrete driveway at the new elevator addition -- \$6,997. Provide and install access doors -- \$1,254.

C. Steam piping was re-routed -- \$6,037.

- Explanation:
  A. After construction was started it was determined the existing concrete driveway was in poor condition and a tripping hazard. Facilities requested the contractor remove the damaged concrete and install new concrete for the driveway at the new elevator addition.
- B. Design omission. The contract documents did not indicate the installation of access doors needed to access Plumbing and HVAC controls in the elevator lobby.
- C. Design change, The location of the new steam piping was at an elevation that would have it installed below the existing ceiling. Facilities Division requested that the new steam piping be re-routed to put it above the ceiling elevation.

# A: Unforeseen field condition; B: Design omission; and C: Design change

CRESCENT: Classroom renovations (M) EAST WEST MANUFACTURING & SUPPLY CO.

Contract Number: 0F6320 Contract Amount: \$86,000 Previous CO \$: \$66,313

Account Number: 121-6301-354-4500-450

C.O. #2 Change in scope of work to include additional work

to the original contract.

Explanation:
This additional work was requested by "Bidwell" and the school's administration to include additional air handlers with cooling units, exhaust fans ducting/piping for pottery room, digital and traditional photo labs, and art gallery.

Requested by "Bidwell" and School's Administration

\$98,697

DEDUCT

CRESCENT: Classroom renovations (E) MOLETZ ELECTRIC COMPANY Contract Number: 0F6321 Contract Amount: \$46,400 878,470 Previous CO 3: Account Number: 121-6301-354-4500-450

\$77,025

C.O. #3 A. Provide all necessary labor and materials to provide a new security system and lighting in Classroom #11. The use of salvaged cameras and equipment is authorized -- \$64,316.

B. Provide new wall mounted heater, electrical & data outlets, re-routed and installed door security system including all premium time -- \$12,709.

Explanation

- This work was requested by the Principal and Central Administration.
- This extra work was required by the Right-Sizing Program and required substantial completion prior to school opening.

# A & B: Right-Sizing

FORT PITT: Classroom Renovations (Group) (M) EAST WEST MANUFACTURING & SUPPLY CO.

Contract Number: 0F6342 Contract Amount: \$8,875 Previous CO \$: \$0

131-6301-354-4500-450 Account Number:

Provide and install three unit ventilators and two window air conditioning units. Explanation:

Due to the right sizing plan and the room consolidation required for this plan, it was necessary to install additional ventilation units, ducting and piping for necessary comfort.

# Code Requirement

MANCHESTER: Classroom Renovations (Group) (M) EAST WEST MANUFACTURING & SUPPLY CO.

Contract Number: 0F6342 Contract Amount: \$5,325 Previous CO \$: \$0

Account Number: 151-6301-354-4500-450

Provide and install two roof top air handling units and associated equipment.

Explanation: Due to amendments to the right sizing plan and the room consolidation, it was necessary to provide equipment for additional ventilation.

# Code Requirement

\$63,070

\$33,843

\$8,214

DEDUCT

OLIVER: Roof replacement RALPH J. MEYER COMPANY, INC. Contract Number: 0F6329 Contract Amount: \$1,039,989 Previous CO \$: \$64,106 Account Number: 317-6300-353-4650-450 \$1,270 Protective coating for two roof top Air Handling Units. Explanations The metal housing on two roof top air handling units was found to be corroded. To extend the life of these units the contractor was directed to apply a two-part protective coating to the units. Beyond scope of work PHILLIPS: ADA - Elevators (Group) (G) EMMOCON CORPORATION Contract Number: Contract Amount: \$328,000 Previous CO \$: \$9,284 Account Number: 168-6301-349-4500-450 \$25,176 Change of new elevator machine roof and additional grade beams for the elevator machine room --B. Exterior excavation and installation of new paving -- \$21,278. Explanation: A. Design change. The roofing system for the new elevator machine room was changed to integrate the existing roof drainage system. After construction began and review of site conditions it was determined that there was a need for additional grade beams to support the structure This proposed add had been negotiated down from an originally proposed amount of \$5,847 as part of an on-going review between the contractor and Facilities staff. To provide for safe access for pedestrian/vehicular traffic, Facilities requested that additional exterior excavation and paving be provided. A: Design change and B: Safety issue SOUTH ANNEX: Steam boiler plant (P) FLAHERTY MECHANICAL CONTRACTOR'S, LLC

Contract Number: 0F6361 Contract Amount: \$187,300

Previous CO \$: \$0

Account Number: 086-6301-354-4500-450

C.O. #1
Provide additional demolition of concrete and rerouting of piping below grade.

Explanation: Upon excavation it was determined that the existing concrete column caps were hidden below grade and were not shown on the existing drawings.

Unforeseen field condition

\$221,956

\$61,040

\$4,009

SOUTE MILLS MIDDLE: Classroom Renovations (G) CO. STOCK CONSTRUCTION SERVICES, INC

Contract Number: 076333 Contract Amount: \$557,215 Previous CO \$: \$375,000

Account Number: 205-6300-353-4610-450

C.O. #3
Provide complete renovations to middle school
library, additional classroom renovations, doors,
hardware, ceilings, flooring, and casework
throughout including all general work and support
structures for all other trades.

Explanation:
This work was added by the school administration to accommodate additional students under the Right-Sizing Plan that was not part of the original scope of work.

# School Request

SOUTH HILLS MIDDLE: Classroom Renovations (E) MOLETZ ELECTRIC COMPANY

Contract Number: 0F6335 Contract Amount: \$192,150 Previous CO \$: \$81,107

Account Number: 205-6300-353-4610-450

C.O. #4
Provide additional data equipment, security

equipment, sound equipment, and casework wiring including all required premium time.

Explanation:
Additional work authorized on a time and material basis due to the compacted schedule. All documentation is to be submitted prior to processing of all invoices. This work was requested by the school's administration.

# Right-Sizing

STEVENS: Classroom Renovations (Group) (M) EAST WEST MANUFACTURING & SUPPLY CO.

Contract Number: 0F6342 Contract Amount: \$8,875 Previous CO \$: \$0

Account Number: 180-6301-354-4500-450

C.O. #3
Provide and install three ventilation and AC units.
Explanation:

Due to the right sizing plan it was necessary to provide additional ventilation and comfort to these rooms.

# Code Requirement

SUNNYSIDE: Classroom addition (K-8) (G) GURTNER CONSTRUCTION COMPANY, INC.

INER CONSTRUCTION COMPANY, Contract Number: 0F5284
Contract Amount: \$4,752,500
Previous CO \$: \$57,444

Account Number: 181-6306-354-4500-450

<u>c.o. #3</u> \$705,367 \$7,763

A. Provide and install temporary fencing and three ADA accessible ramps. (Add) -- \$17,541.

Page 6

- (Add) -- \$19,368. Asbestos abatement.
- Premium time. (Add) -- \$9,981.
- Deduct change order. (Deduct) -- -\$7,763.
- Provide and install additional lockers. (Add) --E.
- Additional masonry and steel. (Add) -- \$482,296.
- Building security. (Add) -- \$15,606. Additional demolition and installation of new
- flooring. (Add) -- \$43,025. Excavation and asphalt for additional parking. (Add) -- \$78,290.
- Install additional concrete sidewalk. (Add) --\$8,440.
- Installation of additional trap manhole. (Add) --\$16,649.

- Explanation:
  A. The City of Pittsburgh Bureau of Building Inspection required the installation of temporary fencing and three ADA accessible ramps to provide safe egress from the existing building during construction. The installation of these items was
- necessary to receive a temporary occupancy permit. Unforeseen field condition. During construction it was discovered that the floor tile, mastic and floor underlaymeny/fill in the school's lobby contained hazardous material and required abatement.
- To meet the required deadline for the opening of the new gymnasium Facilities requested the contractor work a second shift. This change is for the premium portion of the change order only.
- A design change to the roofing system being installed at the new classroom area made the perimeter soffit indicated on the contract documents unnecessary. The contract documents had the beam joists and columns in a crawl space being painted on site. The beam joists and columns arrived on the job site already painted and prepared for installation negating the need for painting on site.
- E. Principal's request. After this project was started, the School District instituted the Right Sizing Plan. This plan had additional students being educated at this facility. The Principal requested that additional lockers be provided to accommodate the additional students. Facilities Division reviewed this request and asked the
- contractor to provide the additional lockers. Unforeseen condition. At the time that this project was bid, the contract documents indicated the removal of the existing demountable classrooms and the installation of a roofing system at the additional classroom area that would match the roof on the existing building. After the project was started the School District instituted the Right Sizing Plan. The Right Sizing Plan made it necessary to keep the existing demountable classrooms in place, this change made it necessary to redesign the new entrance and ADA ramps at the front of the existing building. Also, the School District decided to change the roofing system in the new classroom area to a poured concrete roof. This change in roofing systems required a change to the masonry and steel support system for the roof.
- During the project vandalism to the existing building became a major issue. Facilities requested that the contractor provide site security.
- H. To accommodate the additional students that would

be attending the school due to the Right Sizing Plan, it became necessary to make changes within the existing building to provide additional classroom space. These changes required the selective demolition of walls in existing areas of the building. This demolition also made it necessary to provide new flooring in these areas

- To accommodate the larger staff and additional student bus traffic, Pacilities Division requested that the contractor extend the existing parking lot.
- The existing building site had a sidewalk on the north side of the parking lot. After the School District instituted the Right Sizing Plan, it became apparent that to provide a safe access for the new students that would be walking to school from the south side of the building a sidewalk on the south side of the parking lot was necessary. This sidewalk would allow these student to enter the building without having to cross two driveways.
- During the construction phase of the project The Allegheny County Plumbing Inspector required that an additional trap manhole be installed.

A: Requested by BBI; B & F: Unforeseen field condition; C & G: Requested by Facilities; D: Design change; E: Requested by Principal; H, I, & J: Right-Sizing; and K: Requested by Allegheny County Plumbing Inspector

SUMMYSIDE: Classroom addition (X-8) (E) LIGHTHOUSE ELECTRIC COMPANY, INC.

Contract Number: 0F5287

\$789,650 Contract Amount:

Previous CO \$: \$0

Account Number: 181-6306-354-4500-450

\$292,540

- C.O. #3
  A. Additional wiring, conduit and fire alrm devices --\$17,981.
- Rewire new Kitchen utility counters -- \$401.
- Additional demolition and new electrical circuits in Rooms 146, 147, 148 and 149 -- \$7,724.
- Additional telephone in Kitchen Office -- \$452.
- Troubleshoot, repair and reprogram existing PA and E. Sound System -- \$2,219.
  Additional data jacks in new Music Room -- \$475.
  Additional site lighting -- \$6,505.
- F.
- Ħ.
- Premium time -- \$61,783. Damage claim -- \$195,000.
- Explanation:
- At the start of the construction, the underground feeder conduits for power, fire alarm and intercom service to the demountable classrooms were relocated to allow for the construction of the new Kindergarten classroom and were scheduled to be removed at the end of this construction. After this relocation was performed, it was determined that the demountables would have to remain in place to accommodate the Right Sizing Plan. The construction of the new building entrance required that these feeder conduits be relocated to a permanent location.
- When the specified kitchen utility counters were delivered, it was discovered that the cable and connector were incompatible with previously installed outlets. The contractor was directed to rewire the utility counters to have them functional for the start of school.
- C. To accommodate the Right Sizing Plan it was

DEDUCT

necessary to perform selective demolition in Rooms 146, 147, 148 and 149 and install additional electric and data outlets to meet the schools needs.

The original contract documents omitted a telephone being installed in the new Kitchen Office. Facilities requested that the contractor install a telephone in this area.

During construction it was discovered that the PA and Sound System in the existing building had numerous malfunctions. Facilities requested the contractor troubleshoot, repair and reprogram the entire system.

F. After construction began the Principal of the school requested that four additional data jacks be installed in the Music Room. Facilities reviewed

this and requested the contractor to provide and install the additional data jacks. For additional safety, Facilities requested that the contractor install an additional light at the

entrance to the school property.
To meet the scheduled opening of the school year, Pacilities directed the contractor to work additional shifts.

The contractor has made a claim of damages due to the phasing of the project changing after the start of construction, redesign of building structure for future expansion, overtime inefficiencies and productivity inefficiencies due to expediting of the gymnasium contractor and non-sequential work between June 2005 and June 2006

This proposed add had been negotiated down from an originally proposed amount of \$245,911 as part of an on-going review between the contractor and Facilities staff.

# A & C: Right-Sizing; B & E: Unforeseen field condition; D: Beyond scope of work; F: Requested by Principal; G: Safety issue; H: Requested by Facilities; and I: Claims of delay

VANN: Classroom Renovations (Group) (G)

NICO'S CONTRACTING COMPANY Contract Number: 0F6340 Contract Amount: \$80,110

Previous CO \$: \$150,000

Account Number: 183-6301-354-4500-450

Additional demolition/renovation to Rooms 2, 10, 11, 102, 114, 114A and 115.

Explanation: Facilities Division requested additional demolition and renovation be performed to consolidate classrooms for the start of the 2006-2007 school year in the following rooms, Room 2, 10, 11, 102; 114, 106, 114A and 115. This additional work included new flooring, walls, painting, ceilings and casework.

Right-Sizing

\$201,755

VAND: Classroom Renovations (Group) (M) EAST WEST MANUFACTURING & SUPPLY CO.

Contract Number: 0F6342 Contract Amount: \$8,875 Previous CO \$: \$0

Account Number: 183-6301-354-4500-450

C.O. #4
Provide and install two steam radiators and one electric radiator.

Upon detailed site review it was determined to provide additional heating in classrooms that were formed by the consolidation of spaces within the building.

# Code Requirement

VARIOUS SCHOOLS: Maintenance Agreement -- ROOF REPAIRS

RALPH J. MEYER COMPANY, INC.
Contract Number: 0F6013
Contract Amount: \$300,000
Previous CO \$: \$0

Account Number: 000-6300-353-4650-450

C.O. #1
Increase the Maintenance Agreement -- Roof Repairs
Contract not to exceed from \$300,000 to \$550,000
with an extension to March 31, 2007.

Explanation:
The Pacilities Division is presently revising new bid documents to reflect the changes in the current policies and procedures, making it necessary to extend the existing contract.

# Maintenance Contract

VARIOUS SCHOOLS: Maintenance Agreement -- ASBESTOS REMOVAL

GRAY WASTE MANAGEMENT CORPORATION Contract Number: 0F6016

Contract Amount: \$250,000 Previous CO \$: \$0

Account Number: 000-6301-354-4500-450

C.O. #1
Increase the Maintenance Agreement -- Asbestos
Removal Contract not to exceed from \$250,000 to
\$750,000 with an extension to March 31, 2007.
Explanation:

The Facilities Division is presently revising bid documents to incorporate changes based on the funding (capital vs non-capital) sources. Also, to complete payments for all work including right-sizing work on 46 schools.

# Maintenance Contract

\$29,774

\$250,000

\$500,000

# VARIOUS SCHOOLS: Maintenance Agreement -- GEMERAL

GURTHER CONSTRUCTION COMPANY, INC.

Contract Number: 0F6020 Contract Amount: \$150,000 Previous CO S: \$550,000

Account Number: 000-6300-353-4660-450

C.O. #4

Increase the Maintenance Agreement -- General Work Contract not to exceed from \$700,000 to \$950,000 with an extension to March 31, 2007.

Explanation:

Due to unexpected changes and modifications in the Right-Sizing Plan from its original scope, it is necessary to increase its value to cover all the additional work, completed to date, that was previously anticipated to be completed in 2007.

# Maintenance Contract

# VARIOUS SCHOOLS: Maintenance Agreement -- GEMERAL (LARGE PROJECTS)

GURTNER CONSTRUCTION COMPANY, INC.

Contract Number: 0F6021 Contract Amount: \$300,000 Previous CO S: \$6,700,000

Account Number: 000-6300-353-4660-450

Increase the Maintenance Agreement -- General Work (Large Projects) Contract not to exceed from \$7,000,000 to \$7,500,000 with an extension to March 31, 2007.

Explanation:

Due to changes and unplanned modifications in the Right-Sizing Plan from its original scope, it is necessary to increase its value to cover all the additional work, including all anticipated work previously expected to be completed in 2007.

# Maintenance Contract

WESTWOOD: Interior Renovations (G) NICO'S CONTRACTING COMPANY

Contract Number: 0F6344 Contract Amount: Previous CO \$: \$185,949 \$75,000

Account Number: 186-6300-353-4610-450

Additional demolition/renovation to Rooms 101A, 101B, 101, 111, 109, 117, 201, 201A, 201B, and 209. Explanation:

Facilities Division requested additional demolition and renovation be performed to consolidate classrooms for the start of the 2006-2007 school year. This additional work included new walls, flooring, acoustical ceilings, painting, and casework.

Right-Sizing

\$250,000

\$500,000

\$68.948

\$106.648

WESTWOOD: Interior Renovations (M) EAST WEST MANUFACTURING & SUPPLY CO.

Contract Number: 0F6346 Contract Amount: \$72,500

Previous CO \$: Š0

Account Number: 186-6300-353-4610-450

C.O. #1
Provide for the installation of four new unit ventilators, removal of five unit ventilators, and the relocation of two radiators.

Explanation:
Major changes in scope of work to upgrade equipment
in Classrooms 101, 111, and 117. This work included heating, ventilation, pneumatic piping, and control work including premium time to expedite work for school opening.

# Right-Sizing

WESTWOOD: Interior Renovations (E) MOLETZ ELECTRIC COMPANY

Contract Number: 0F6347 Contract Amount: \$89,850 Previous CO \$:

\$15,200 186-6300-353-4610-450 Account Number:

C.O. #2
Provide an additional (46) data outlets throughtout \$23,553

building.

Explanation: Requested by Office of Technology.

# Requested by Office of Instructional Technology

WHITTIER: Classroom Renovations (G)

NICO'S CONTRACTING COMPANY Contract Number: 0F6348

Contract Amount: \$47,936 Previous CO \$: \$0

Account Number: 187-6300-353-4610-450

\$78,864

C.O. #1
Furnish and install all HVAC work as required by the mechanical design documents, for additional classrooms and music rooms.

Explanation:
The addition of the HVAC work was added to this contract and premium time to ensure substantial completion of the project prior to school opening.

# Right-Sizing

\$7,763 TOTAL \$3,870,178 COUNT 28

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 \$255,363 which was negotiated to a final cost of \$201,964, saving the "Board" \$53,399 in proposed change order cost.

# CHANGE ORDER UPCOMING (√)

	FO A STAGE	3	HANGE OKDEK UPCOMING ( )</th <th></th> <th>FACECHOLDTF 01.04.07 FF0.23</th>		FACECHOLDTF 01.04.07 FF0.23
	a a a a a a a a a a a a a a a a a a a	VENDOR	ADD DEDUCT	COMMENT	101A 405
ARSENAL MIDDLE	0F6317	MOLETZ ELECTING COMPANY	\$154,691.00	School Request	1360 841 00
BANKSVILLE	0F5248	EMMOCON CORPORATION	\$21,278.00	Safety Issue	\$24 DAA DO
BELMAR	0F6325	BANACCON COFFCRATION	\$28,134.00	A & B; Change in scope of work and C; Principal's request	131 180 00
BELMAR	0F6328	MOLETZ ELECTING COMPANY	\$46,972.00	Requested by Facilities	£51.972.00
BROOKLINE	0F6356	BALDWIN ASPILALT PAYING, INC.	\$3,086.00	Requested by Facilities	13.066.00
CRESCENT	<b>0F5248</b>	EMMOCON CORPORATION	\$14,288.00	A: Unforeseen field condition; B: Design omission; and C: Design charge	126,010.00
CRESCENT	0F6320	EAST WEST MANUFACTURING & SUPPLY CO.	\$98,697.00	Requested by "Bidwell" and School's Administration	\$166,010.00
CRESCENT	0F6321	MOLETZ ELECTING COMPANY	\$77,025.00	A & B: Right-Sizing	6155.495.00
FORT PITT	0F6342	EAST WEST MANUFACTURING & SUFFLY CO.	\$63,070.00	Code Requirement	\$63,070,00
MANCHESTER	0F6342	EAST WEST MANUFACTURING & SUFFLY CO.	\$33,843.00	Code Requirement	133,843.00
OLIVER	0F6329	RALPH J. MEYER COMPANY, INC.	\$1,270.00	Beyond scope of work	165,378.00
PHILLIPS	<b>0F5248</b>	EMMOCON COPPORATION	\$25,178.00	A: Design change and B: Safety leave	134,460.00
SOUTH ANNEX	0F6361	FLAHERTY MECHANICAL CONTRACTOR'S, LLC	48,214.00	Unforeseen field condition	\$8,214.00
SOUTH HILLS MIDDLE	0F6333	CO. STOCK CONSTRUCTION SERVICES, INC	\$221,956.00	School Request	1596,956.00
SOUTH HILLS MIDDLE	0F6335	MOLETZ ELECTING COMPANY	\$61,040.00	Right-Sizing	1142,147.00
STEVENS	0F6342	EAST WEST MANUFACTURING & SUPPLY CO.	<b>\$4,009.00</b>	Code Requirement	64,009.00
SUNNYSIDE	OF5284	GURINER CONSTRUCTION COMPANY, INC.	\$705,367.00 \$7,763.00	A: Requested by BBI; B & F: Unforeseen field condition; C & G: Requested by Facilities: D: Design change; E: Requested by Principal; H, I, & J: Right-Sizing; and K: Requested by Allegheny County Plumbing Inspector	\$755,04 <b>8</b> .00
SUNNYSIDE	0F5287	UGHTHOUSE BLECTING COMPANY, INC.	\$292,540.00	A & C. Right-String; B & E. Unforeseen field condition; D: Beyond scope of work; F. Requested by Principal; G: Safety issue; H: Requested by Facilities; and I: Claims of delay	1292,540.00
VANN	<b>0F6340</b>	NICO'S CONTRACTING COMPANY	\$201,755.00	Right-Sizing	1351,755.00
VANN	0F6342	EAST WEST MANUFACTURING & SUPPLY CO.	\$29,774.00	Code Requirement	129,774.00
VARIOUS SCHOOLS	0F6013	RALPH J. MEYER COMPANY, INC.	\$250,000.00	Maintenance Contract	\$250,000.00
VARIOUS SCHOOLS	0F6016	GRAY WASTE MANAGEMENT CORPORATION	\$500,000.00	Maintenance Contract	\$500,000.00
VARIOUS SCHOOLS	· 0F6020	GURINER CONSTRUCTION COMPANY, INC.	\$250,000.00	Maintenance Contract	00'000'008\$
VARIOUS SCHOOLS	0F6021	GURINER CONSTRUCTION COMPANY, INC.	\$500,000.00	Maintenance Contract	\$7,200,000.00
WESTWOOD	0F6344	NICO'S CONTRACTING COMPANY	\$68,948.00	Right-Sizing	<b>\$143,948.00</b>
WESTWOOD	0F6346	EAST WEST MANUFACTURING & SUPPLY CO.	\$106,648.00	Right-Sizing	\$106,648.00
WESTWOOD	0F6347	MOLETZ ELECTRIC COMPANY	\$23,553.00	Requested by Office of Instructional Technology	438.753.00
WHITTIER	0F6348	NICO'S CONTRACTING COMPANY	\$78,864.00	Right-Sizing	\$78,864.00
TOTAL	28	1 4 F E E E E E E E E E E E E E E E E E E	43,870,178.00 47,763.00		6 1 1 1

# **TABLE OF CONTENTS**

# **HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS**

# **REPORT NO. 4707**

# **January 24, 2007**

		Page (s)
Α.	New Appointments	1-3
В.	Reassignments From Leave of Absence	3-4
C.	Full Time Substitutes	4-5
D.	Part-Time Substitutes (No Action)	5
Ε.	Day-to-Day Substitutes	6-7
F.	Reinstatements	8
G.	Retirements	8-9
H.	Resignations	9-10
I.	Terminations	10-13
J.	Full-Time Substitutes Released	14
K.	Part-Time Substitutes Released (No Action)	14
L.	Day-to-Day Substitutes Released (No Action)	14
Μ.	Sabbatical Leaves of Absence	14
N.	Leaves of Absence	15
Ο.	Transfers From Temporary Professional to Professional Status (No Action)	16
P.	Transfers From One Position to Another Without Change of Salary	16-18
Q.	Transfers From One Position to Another With Change of Salary	18-19
Ř.	Supplemental Appointments	20
S.	Miscellaneous Recommendations	20-23

# **HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS**

# **REPORT NO. 4707**

# **January 24, 2007**

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>	<b>Position</b>	Salary per month	<u>Date</u>	Increment
1. Brown, Bria	Educational Assistant I School Support Aide Arsenal Elementary	\$ 2015.00 (001-01)	01-02-07	Jan., 2008
2. Burton, Shelly	Educational Assistant I Preschool Assistant I Northview ALA	\$ 2015.00 (001-01)	12-18-06	Jan., 2008
3. Cohen, Stephanie	Educational Assistant I School Support Aide Mifflin	\$ 2015.00 (001-01)	01-02-07	Jan., 2008
4. Fincik, Lorraine	Student Data Systems Specialist Banksville .5/Spring Hill	\$ 2247.92 (007-01)	12-12-06	Nov., 2007
5. Forkey, Crystal	Educational Assistant I School Support Aide Mifflin	\$ 2015.00 (001-01)	01-02-07	Jan., 2008
6. Galayda, Janet	Preschool Teacher II Spring Hill	\$ 4000.00 (004-04)	01-02-07	Jan., 2008

7.	Humphries, Latisha	Educational Assistant I School Support Aide West Liberty	\$ 2015.00 (001-01)	01-02-07	Jan., 2008
8.	McCorvey, Eddie (Temporary Professional)	Teacher Allderdice	\$ 3550.00 (001-01)	01-09-07	Feb., 2008
9.	Mlecko, Melissa	HRIS Analyst Human Resources	\$ 4408.42 (005-01)	02-26-07	Jan., 2008
10.	Polley, Kathleen (Temporary Professional)	Teacher Faison	\$ 4460.00 (002-05)	01-10-07	Feb., 2008
11.	Powell, Jennifer	Preschool Teacher II Head Start	\$ 3400.00 (004-02)	12-18-06	Jan., 2008
12.	Reichelderfer, Barbara (Temporary Professional)	Teacher Brashear	\$ 4710.00 (002-07)	01-02-07	Jan., 2008

### **Hourly Employees**

<u>Nar</u>	<u>ne</u>	<b>Position</b>	 ate er hour	<u>Date</u>
13.	Bivins, Frederica	Supervisory Aide I Liberty	\$ 7.70	01-09-07
14.	Bryant, Joi	Supervisory Aide I Arsenal Elementary	\$ 7.70	01-02-07
15.	Edder, Elaine	Supervisory Aide I Stevens	\$ 7.70	11-13-06
16.	Kenney, Eugenia	Supervisory Aide I Vann	\$ 7.70	01-02-07
17.	Kimes, Sylvia	Supervisory Aide I Liberty	\$ 7.70	12-08-06
18.	Lober, Nicole	Aide for Students with Disabilities Stevens	\$ 10.82	01-08-07
19.	Lomax, Maurice	Supervisory Aide I Murray ALA	\$ 7.70	12-11-06

20.	Montgomery, Kevin	Supervisory Aide I Lincoln	\$ 7.70	01-04-07
21.	Phenizy, Lamar	Supervisory Aide I Manchester	\$ 7.70	12-11-06
22.	Pittrell, Geary	Supervisory Aide I Lincoln	\$ 7.70	01-10-07
23.	Volz, Daniel	Supervisory Aide I Liberty	\$ 7.70	12-14-06
24.	Washington, Takela	Supervisory Aide I Pittsburgh Montessori	\$ 7.70	01-02-07

## B. Reassignments From Leave of Absence

### **Salaried Employees**

<u>Name</u>	<b>Position</b>	Salary per month	<u>Date</u>	<u>Increment</u>
1. Amick, Emily	Teacher Allderdice	\$ 4460.00 (002-05)	01-31-07	Jan., 2008
2. Auchey, Amanda	Teacher Faison	\$ 3940.00 (001-03)	01-03-07	Nov., 2007
3. Barnes, Sandra	Educational Assistant I Preschool Assistant I Roosevelt	\$ 2501.00 (001-03)	12-20-06	
4. Berger, Jody	Teacher Lincoln	\$ 7350.00 (002-10)	01-31-07	
5. Caldwell, Anrica	Educational Assistant III Emotional Support Aide Lincoln	\$ 3031.00 (03A-03)	01-02-07	
6. Caylor, Donna	Educational Assistant III Learning Support Aide Banksville	\$ 2943.00 (03A-02)	12-07-06	Nov., 2007
7. Delancey, Gale	Teacher Allderdice	\$ 7350.00 (002-10)	12-11-06	
8. Foley, Adriana	Teacher Schaeffer	\$ 4340.00 (001-06)	12-18-06	Oct., 2007
		J		

9.	Hawkins, Theresa	Educational Assistant I Preschool Assistant I Lincoln	\$ 2501.00 (001-03)	01-02-07	
10.	Kress-Boyd, Mary	Teacher South Brook	\$ 7350.00 (002-10)	01-29-07	
11.	Metz, Dena	Preschool Teacher II Faison	\$ 3400.00 (004-02)	01-22-07	Sept., 2007
12.	Palm, Megan	Teacher Faison .5/Lincoln .5	\$ 3750.00 (002-01)	01-02-07	Nov., 2007
13.	Schafer, Maura	Preschool Teacher III Substitute	\$ 3800.00 (001-03)	12-18-06	
14.	Teulle, Karen	Certified Occupational Therapy Assistant Program for Students with Exceptionalities	\$ 3610.00 (001-06)	01-03-07	
15.	Valco, Thomas	Teacher Pittsburgh CAPA	\$ 7420.00 (003-10)	01-29-07	
		<b>Hourly</b>	Employees		
			Rate		
<u>Na</u>	ame	<b>Position</b>	<u>per hour</u>	<u>Date</u>	
16.	Bauer, Margaret	Food Service Worker Food Service Center	\$ 14.30	12-21-06	
C.	Full-Time Substitute	<u>s</u>			

<u>Na</u>	<u>me</u>	<b>Position</b>	<u>Salary</u> per month	<u>Date</u>
1.	Berkey, Marsha	Faison	\$ 3480.00 (FTS-01)	10-23-06
2.	Bottegal, Karen	Preschool Teacher II Faison	\$ 3400.00 (004-02)	09-20-06
3.	Breaux, Edwin	Frick	\$ 3480.00 (FTS-01)	01-02-07

4.	Colbert, Linda	Manchester	\$ 3550.00 (FTS-02)	01-08-07
5.	DeGarmo, Traci	Brookline	\$ 3480.00 (FTS-01)	01-02-07
6.	Devlin, Jessica	Beechwood	\$ 3550.00 (FTS-02)	10-18-06
7.	Frank, Mary Ellen	Sunnyside	\$ 3480.00 (FTS-01)	10-09-06
8.	Gillen, Loryann	Rogers CAPA	\$ 3480.00 (FTS-01)	10-18-06
9.	Jockel, Mark	Perry	\$ 3480.00 (FTS-01)	10-06-06
10.	Kuczma, Eric	Brashear	\$ 3480.00 (FTS-01)	09-20-06
11.	Linz, Jennifer	Arlington ALA	\$ 3550.00	10-31-06
12.	Matthews, Kara	Certified Occupational Therapy Assistant Program for Students with Exceptionalities	(FTS-02) \$ 3200.00 (001-01)	10-03-06
13.	Pallone, Lorren	Morrow .5/Pittsburgh Classical .5	\$ 3480.00 (FTS-01)	01-04-07
14.	Sammel, Dennis	Conroy	\$ 3550.00 (FTS-02)	10-09-06
15.	Schmidt, Kathleen	Pittsburgh CAPA	\$ 3550.00 (FTS-02)	09-12-06
16.	Stratiff, Kimberly	Faison	\$ 3480.00 (FTS-01)	12-14-06
17.	Thompson, Christina	Counselor South Brook	\$ 3790.00 (FTS-03)	10-18-06

# D. Part Time Substitutes (No Action)

## E. <u>Day-To-Day Substitutes</u>

			Rate	
Nai	<u>me</u>	<b>Position</b>	per day	<b>Date</b>
1.	Aber, David	Teacher Substitute	\$ 100.00	01-02-07
2.	Barnett, Patricia	Teacher Substitute	\$ 100.00	01-05-07
3.	Burger, Carolyn	Teacher Substitute	\$ 100.00	12-14-06
4.	Cassidy, Caitlin	Teacher Substitute	\$ 100.00	01-11-07
5.	Fields, Eric	Teacher Substitute	\$ 55.00	01-11-07
6.	Greenaway, Dawn	Teacher Substitute	\$ 100.00	01-11-07
7.	Harris, Auther	Teacher Substitute	\$ 100.00	12-14-06
8.	Holliday, Elmer	Teacher Substitute	\$ 131.00	01-10-07
9.	Jagielski, David Michael	Teacher Substitute	\$ 100.00	12-14-06
10.	Miller, Krista	Teacher Substitute	\$ 100.00	01-09-07
11.	Moore, JoAnn	Teacher Substitute	\$ 100.00	01-02-07
12.	Ortenberg, Frances	Teacher Substitute	\$ 131.00	12-08-06
13.	Popp, Adam John	Teacher Substitute	\$ 100.00	12-14-06
14.	Rauterkus, Jill	Teacher Substitute	\$ 100.00	01-02-07
15.	Robert, John	Teacher Substitute	\$ 100.00	12-14-06

16.	Rubeo, Tara	Teacher Substitute	\$ 100.00	12-14-06
17.	Schanck, Bernadette	Teacher Substitute	\$ 100.00	12-20-06
18.	Shaahid, Darnell	Teacher Substitute	\$ 100.00	01-08-07
19.	Skinger, Carol	Teacher Substitute	\$ 100.00	01-11-07
20.	Stanley, Stephanie	Teacher Substitute	\$ 100.00	01-02-07
21.	White, Amy	Teacher Substitute	\$ 100.00	01-02-07
22.	Woods, Ayesha	Teacher Substitute	\$ 100.00	01-02-07
		Hourly E	mployees	
Na	me	Position	Rate per Hour	Date
<u>Na</u> 23.	<u>ume</u> Battle, Norman	Position  Food Service Worker Substitute	Rate per Hour  \$ 7.62	<u>Date</u> 01-09-07
		Food Service Worker	per Hour	
23.	Battle, Norman	Food Service Worker Substitute Paraprofessional	<u>per Hour</u> \$ 7.62	01-09-07
23. 24.	Battle, Norman Buchanan, David	Food Service Worker Substitute  Paraprofessional Substitute  Cleaner	\$ 7.62 \$ 8.00	01-09-07
23. 24. 25.	Battle, Norman  Buchanan, David  DeFeo, Anthony	Food Service Worker Substitute  Paraprofessional Substitute  Cleaner Substitute  Food Service Worker	<ul><li>per Hour</li><li>\$ 7.62</li><li>\$ 8.00</li><li>\$ 9.76</li></ul>	01-09-07 12-19-06 01-04-07
23. 24. 25.	Battle, Norman  Buchanan, David  DeFeo, Anthony  Lomax, Maurice	Food Service Worker Substitute  Paraprofessional Substitute  Cleaner Substitute  Food Service Worker Substitute  Food Service Worker	<ul> <li>per Hour</li> <li>\$ 7.62</li> <li>\$ 8.00</li> <li>\$ 9.76</li> <li>\$ 7.62</li> </ul>	01-09-07 12-19-06 01-04-07 12-14-06

## F. Reinstatements

### **Salaried Employees**

Na	<u>me</u>	Position	<u>Salary</u> per month	<u>Date</u>	Increment
	<del></del>				
1.	Bottegal, Karen	Teacher	\$ 3790.00	12-18-06	Jan., 2008
	_	Faison	(001-02)		
2.	Casey, Paul	Teacher	\$ 3790.00	01-05-07	May, 2007
		Oliver	(001-02)		
3.	Fingers, Jr., Lawrence	Teacher	\$ 3940.00	01-02-07	March, 2007
	9	West Liberty .5/	(001-03)		
		Brookline .5	. ,		

## G. Retirements

Name	<b>Position</b>	<u>Date</u>	Reason
1. Barlow, Sandra	Teacher Rooney ALA	09-22-06	Disability Ret. Allowance
2. Cost, Brad	Musical Instrument Repairman Operations	02-01-07	Ret. Allowance
3. Davis, Martha	Teacher Stevens	01-01-07	Ret. Allowance
4. Denhart, Nancy	Teacher Brookline	12-18-06	Ret. Allowance
5. Eberhardt, Lorraine	Principal Woolslair	02-01-07	Disability Ret. Allowance
6. Jones, Patricia	School Secretary II Fulton	11-28-06	Disability Ret. Allowance
7. Killmeyer, Alice	Teacher Northview ALA	02-01-07	Ret. Allowance
8. Lavery, William	Custodian 1A Allegheny Middle	12-16-06	Ret. Allowance

9.	Leppla, David	Athletic Field Caretaker II Plant Operations	01-13-07	Ret. Allowance
10.	Startari, Therese	Secretary to the Superintendent Superintendent Office	03-10-07	Ret. Allowance
11.	Taylor, Karen	Teacher Morrow	01-01-07	Ret. Allowance
12.	Topp, Roni	Teacher Brashear	02-03-07	Disability Ret. Allowance
13.	Wilkins, Theresa	School Supply Clerk II Westinghouse	04-24-06	Disability Ret. Allowance

### H. Resignations

<u>Name</u>	<b>Position</b>	<u>Date</u>	Reason
1. Caldwell, Brian	Programmer Analyst III Technology	01-03-07	Personal reasons
2. Cararellino, Brandon	Preschool Teacher III Program for Students with Exceptionalities	12-19-06	Personal reasons
3. Coles, Ezra	Call Center Specialist Technology	01-16-07	Personal reasons
4. Few-Carter, Sandra	Teacher Faison	12-04-06	Early Ret. Allowance
5. Fincik, Lorraine	Aide for Students with Disabilities, Stevens	12-12-06	Other work
6. Gilbert, Beatrice	Aide for Students with Disabilities, Fulton	12-11-06	Personal reasons
7. Holler, Melissa	Teacher Minadeo	01-31-07	Personal reasons
8. Kassler, Adele	Teacher Sterrett	01-01-07	Early Ret. Allowance
9. Keith, Tijuanna	School Nurse Health Services	01-31-07	Personal reasons

10.	Kelly, Lisa	Cook Manager Food Services	09-25-06	Personal reasons
11.	Lomax, Maurice	Supervisory Aide I Murray ALA	12-14-06	Other work
12.	Lunn, Jr., Richard	Teacher Allderdice	01-17-07	Early Ret. Allowance
13.	Penn, Delphi	School Support Clerk School Management	12-18-06	Personal reasons
14.	Reinfeld, Susan	Teacher Greenfield	01-03-07	Early Ret. Allowance
15.	Scales, Allene	Teacher Northview ALA	01-02-07	Personal reasons
16.	Scheib, Mary Ann	Teacher Morrow	01-03-07	Early Ret. Allowance
17.	Smithson, Kelly	Aide for Students with Disabilities, Fulton	01-02-07	Personal reasons
18.	Thomas, Heidi	Aide for Students with Disabilities, Vann	01-09-07	Other work

## I. <u>Terminations</u>

Name	<b>Position</b>	<u>Date</u>	Reason
1. Allen, Bernard	Cleaner Substitute	01-03-07	End of temporary employment
2. Allen, Paul	Cleaner Substitute	01-03-07	End of temporary employment
3. Battle, Norman	Cleaner Substitute	01-03-07	End of temporary employment
4. Berry, Ollie	Cleaner Substitute	01-03-07	End of temporary employment
5. Blackwell, Lamar	Cleaner Substitute	01-03-07	End of temporary employment
6. Bloxom, Richard	Cleaner Substitute	01-03-07	End of temporary employment

7.	Brocato, James	Cleaner Substitute	01-03-07	End of temporary employment
8.	Bulls, Fred	Cleaner Substitute	01-03-07	End of temporary employment
9.	Carney, Andrew	Teacher Substitute	01-16-07	Personal reasons
10.	Charles, Barbara	Cleaner Substitute	01-03-07	End of temporary employment
11.	Cunningham, Brian	Cleaner Substitute	01-03-07	End of temporary employment
12.	Eleam, Marlon	Cleaner Substitute	01-03-07	End of temporary employment
13.	Ellies, Shawn	Cleaner Substitute	01-03-07	End of temporary employment
14.	Forkey, Crystal	Teacher Substitute	01-02-07	Other work
15.	Forstenzer, Estelle	Teacher Substitute	01-08-07	Personal reasons
16.	Frye, Marnika	Cleaner Substitute	01-03-07	End of temporary employment
17.	Green, Lonzo	Cleaner Substitute	01-03-07	End of temporary employment
18.	Harris, Kenneth	Cleaner Substitute	01-03-07	End of temporary employment
19.	Holloman, Renorvio	Cleaner Substitute	01-03-07	End of temporary employment
20.	Jenkins, Ramona	Cleaner Substitute	01-03-07	End of temporary employment
21.	Ladd, Duval	Cleaner Substitute	01-03-07	End of temporary employment
22.	Lee, John	Cleaner Substitute	01-03-07	End of temporary employment

23. Lewis, Rachel	Cleaner Substitute	01-03-07	End of temporary employment
24. Love, Sr., Terry	Cleaner Substitute	01-03-07	End of temporary employment
25. Manker, Corwin	Cleaner Substitute	01-03-07	End of temporary employment
26. Martino, Marie	Food Service Worker Substitute	08-21-06	Personal reasons
27. McCorkle, Lynn	Cleaner Substitute	01-03-07	End of temporary employment
28. McIntyre, Sean	Cleaner Substitute	01-03-07	End of temporary employment
29. McKelvia, Tyrone	Cleaner Substitute	01-03-07	End of temporary employment
30. Moio, Gino	Cleaner Substitute	01-03-07	End of temporary employment
31. Moorefield, Shawn	Cleaner Substitute	01-03-07	End of temporary employment
32. Moran, George	Cleaner Substitute	01-03-07	End of temporary employment
33. Moretti, Cheree	Cleaner Substitute	01-03-07	End of temporary employment
34. Nelson, Marcus	Cleaner Substitute	01-03-07	End of temporary employment
35. Niskach, Ronald	Cleaner Substitute	01-03-07	End of temporary employment
36. Organ, Kimberly	Cleaner Substitute	01-03-07	End of temporary employment
37. Pellechio, Gail	Teacher Substitute	12-14-06	Personal reasons
38. Pittrell, Geary	Cleaner Substitute	01-03-07	End of temporary employment
39. Prude, James	Cleaner Substitute	01-03-07	End of temporary employment

40.	Reed, Kim	Cleaner Substitute	01-03-07	End of temporary employment
41.	Rhodes, Brea	Cleaner Substitute	01-03-07	End of temporary employment
42.	Sanchez, Effrain	Cleaner Substitute	01-03-07	End of temporary employment
43.	Scott, Mychael	Cleaner Substitute	01-03-07	End of temporary employment
44.	Sexton, Ryan	Cleaner Substitute	01-03-07	End of temporary employment
45.	Sinagra, Charles	Cleaner Substitute	01-03-07	End of temporary employment
46.	Sing, Deatrice	Cleaner Substitute	01-03-07	End of temporary employment
47.	Smith, Sheldon	Cleaner Substitute	01-03-07	End of temporary employment
48.	Smith, Shirley	Cleaner Substitute	01-03-07	End of temporary employment
49.	Smith, William	Cleaner Substitute	01-03-07	End of temporary employment
50.	Thomas, Terrance	Cleaner Substitute	01-03-07	End of temporary employment
51.	Thorn, William	Cleaner Substitute	01-03-07	End of temporary employment
52.	White, Jason	Cleaner Substitute	01-03-07	End of temporary employment
53	. Wilkins, Robert	Cleaner Substitute	01-03-07	End of temporary employment

#### J. Full-Time Substitutes Released

<u>Name</u>	<b>Position</b>	<u>Date</u>
a) Bottegal, Karen	Faison	12-13-06
b) Scoulos, Joanne	Minadeo	11-10-06

## K. <u>Part-Time Substitutes Released</u> (No Action)

## L. <u>Day-to Day Substitutes Released</u> (No Action)

#### M. Sabbatical Leaves of Absence

Name	<b>Position</b>	<u>Dates</u>	Reason
1. Brown, Michael	Teacher Faison	01-02-07 to 06-14-07	Health
2. Cohen, Nancy	Teacher Carmalt	02-01-07 to 06-14-07	Health
3. DePasse, Kathleen	Teacher Banksville	02-19-07 to 06-14-07	Health
4. Edwards, Yvonne	Teacher Faison	01-02-07 to 06-14-07	Health
5. Fulks, Mary Ann	Teacher Linden	02-01-07 to 04-16-07	Health
6. Garger, Irene	Teacher Carrick	01-31-07 to 06-14-07	Health
7. McGuirk, Josephine	Teacher Colfax ALA	02-21-07 to 06-18-07	Health
8. O'Brien, Gertrude	Teacher Morrow	08-24-06 to 01-31-07	Health
9. Perry, Karen	Teacher Whittier	01-31-07 to 06-14-07	Health

### N. Leaves of Absence

Name	<b>Position</b>	<u>Dates</u>	Reason
1. Auth, Barbara	Educational Assistant I School Support Aide Carmalt	01-22-07 to 06-15-07	Health
2. Bolden, Naomi	Food Service Worker–New Schenley	11-27-06 to 03-01-07	Health
3. Dembosky, Amy	Teacher Banksville	01-31-07 to 06-14-07	Personal reasons
4. Ehrin, Sherry	Teacher Woolslair	01-30-07 to 06-14-07	Personal reasons
5. Gild, Laura	Counselor Schenley	01-31-07 to 06-15-07	Personal reasons
6. Kashak, Jill	Teacher Allegheny Middle	01-04-07 to 06-14-07	Personal reasons
7. Lippert, Michelle	Educational Assistant I School Support Aide Westwood	01-02-07 to 04-20-07	Study
8. Melacrinos, Alea	Teacher Fulton	02-01-07 to 04-30-07	Personal reasons
9. Novak, Kristen	Teacher Greenfield	03-14-07 to 06-14-07	Personal reasons
10. Tolliver, Yolanda	Teacher Pittsburgh Gifted	01-22-07 to 06-14-07	Personal reasons
11. Valenti, Renee	Speech Therapist Program for Students with Exceptionalities	02-01-07 to 06-14-07	Personal reasons
12. Valinsky, Jane	Teacher Instructional Support	01-02-07 to 06-14-07	Personal reasons
13. Varner, Tresa	Adjunct Teacher Pittsburgh CAPA	01-18-07 to 04-18-07	Personal reasons
14. Wright, Jessica	Teacher Manchester	12-11-06 to 06-14-07	Health

## O. <u>Transfers From Temporary Professional to Professional Status</u> (No Action)

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

Na	<u>me</u>	Position	<u>Date</u>
1.	Anderson, Dana	Teacher, Fort Pitt ALA to Instructional Teacher Leader, Fort Pitt ALA + \$50 per month select teacher differential	09-01-06
2.	Baker, Billie	Educational Assistant III, Emotional Support Aide, Murray ALA to Educational Assistant III, Learning Support Aide, Murray ALA	12-13-06
3.	Hardy, Melton	Teacher, Fort Pitt ALA to Instructional Teacher Leader, Fort Pitt ALA + \$50 per month select teacher differential	09-01-06
4.	Hillegas, Lois	Teacher, Stevens to Inclusion Facilitator, Program for Students with Exceptionalities	11-30-06
5.	Manker, Ginger	Teacher, Fort Pitt ALA to Instructional Teacher Leader, Fort Pitt ALA + \$50 per month select teacher differential	09-01-06
6.	McClure, Jr., Thomas	Teacher, Allegheny Elementary .5/Allegheny Middle .5 to Teacher, Allegheny Middle	08-24-06
7.	Miller-Ponas, Dina	Teacher on Special Assignment, Technology to Teacher, Carmalt	01-02-07
8.	Phillips, Donna	Educational Assistant I, Preschool Assistant I, Lincoln to Educational Assistant I, Preschool Assistant I, Head Start	01-03-07
9.	Rachuba, Kathleen	Rehabilitation Advisor, Pioneer to Rehabilitation Advisor, Allderdice	08-14-06
10.	Schwarz, Katrina	Early Intervention Specialist, Student Services to Early Intervention Specialist, Early Childhood	01-02-07
11.	Shiring-Serenari, Stacy	Teacher, Greenfield to Teacher, Manchester	01-22-07

### **Hourly Employees**

	<u>Name</u>	Position	<u>Date</u>
12.	Atterberry, Rita	Cook Manager, Arsenal Middle to Food Service Manager, Arsenal Middle	12-20-06
13.	Barbour, Linda	Cook Manager, Frick to Food Service Manager, Frick	12-20-06
14.	Blackmon, Karen	Cook Manager, South Brook to Food Service Manager, South Brook	12-20-06
15.	Bohr, Rosemary	Cook Manager, Conroy to Food Service Manager, Conroy	12-20-06
16.	Burkhalter, Gwendolyn	Cook Manager, Student Achievement Center to Food Service Manager, Student Achievement Center	12-20-06
17.	Davis, Denise	Cook Manager, Food Service Center to Food Service Manager, Food Service Center	12-20-06
18.	Dubart, Stacey	Cook Manager, Oliver to Food Service Manager, Oliver	12-20-06
19.	Fiscante, Caren	Cook Manager, Pittsburgh Classical to Food Service Manager, Pittsburgh Classical	12-20-06
20.	Fitzgerald, Dena	Cook Manager, Food Services to Food Service Manager, Food Services	12-20-06
21.	Hackenburg, Karen	Cook Manager, Schenley to Food Service Manager, Schenley	12-20-06
22.	Harris, Kathy	Cook Manager, Food Service Center to Food Service Manager, Food Service Center	12-20-06
23.	. Irwin, Barbara	Cook Manager, Allderdice to Food Service Manager, Allderdice	12-20-06
24	. Morrow, Terri	Cook Manager, Brashear to Food Service Manager, Brashear	12-20-06
25	. Nist, Marilyn	Cook Manager, Food Services to Food Service Manager, Food Services	12-20-06
26	. Parham, Debra	Cook Manager, Carrick to Food Service Manager, Carrick	12-20-06

27.	Paulus, Adrienne	Cook Manager, Food Service Center to Food Service Manager, Food Service Center	12-20-06
28.	Polis, Marino	Cook Manager, Food Service Center to Food Service Manager, Food Service Center	12-20-06
29.	Ray, Dennis	Custodian I, Perry to Custodian I, Pittsburgh CAPA	12-15-06
30.	Simmons, Geraldine	Cook Manager, Rooney ALA to Food Service Manager, Rooney ALA	12-20-06
31.	Smith, Lois	Cook Manager, Pittsburgh CAPA to Food Service Manager, Pittsburgh CAPA	12-20-06
32.	Staab, Linda	Cook Manager, South Hills to Food Service Manager, South Hills	12-20-06
33.	Threet, Joyce	Cook Manager, Westinghouse to Food Service Manager, Westinghouse	12-20-06
34.	Wehring, Raymond	Heavy Cleaner/Fireman, Plant Operations to Heavy Cleaner/Fireman, Westinghouse	12-20-06
35.	Womack, Martha	Cook Manager, Peabody to Food Service Manager, Peabody	12-20-06

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

Na	ame and Position	Salary per month	<u>Date</u>	<u>Vice</u>
1.	Dobies-Sinicki, Susan Manager, Human Resources to Manager, Human Resources .8	\$ 4442.33 (007-02)	01-02-07	L. Mecaro resigned
2.	Harris, Marlene Acting Manager, Human Resources to Manager, Human Resources	\$ 5552.91 (007-02)	01-01-07	S. Dobies-Sinicki transferred
3.	May, Matthew Instructional Teacher Leader, South Brook to Acting Assistant Principal, South Brook - \$200 per month select teacher differential	\$ 7312.02 (004-01)	01-08-07	E. Rosenthall transferred

4.	Moran, Deborah Clerk Stenographer, Operations to Coordinator of Board Legislative Items, Operations	\$ 3275.57 (009-01)	01-02-07	New position
5.	Rosenthall, Eric Assistant Principal, South Brook to Acting Principal, Greenfield	\$ 7747.33 (003-04)	01-08-07	M. Taylor on leave
6.	Secrest, Autumn Secretary II, Office of the Deputy Superintendent – Professional Development to School Secretary I, South Hil	\$ 2422.36 (006-05)	01-12-07	Vacancy
7.	Steimer, Joyce School Supply Clerk II, Carmalt to Administrative Secretary III, Student Service	\$ 2663.33 (007-01)	01-17-07	New position
8.	Vargo, Ellen Teacher, Frick to Teacher, Frick .5	\$ 3675.00 (002-10)	01-08-07	K. Diederich-Vogel on leave
		<u>Hour</u>	ly Employees	
<u>Na</u>	nme and Position	Hour Rate per hour	<u>Ply Employees</u> <u>Date</u>	<u>Vice</u>
<u></u>	me and Position  Hickey, Emily Supervisory Aide I, Manchester to Aide for Students with Disabilities, Morrow	Rate		<u>Vice</u> Transfer request
9.	Hickey, Emily Supervisory Aide I, Manchester to Aide for Students with Disabilities,	Rate per hour	<u>Date</u>	Transfer
9.	Hickey, Emily Supervisory Aide I, Manchester to Aide for Students with Disabilities, Morrow  Jackson, Rodney Heavy Cleaner/Fireman, Westinghouse to Light	Rate per hour \$ 10.82	<u>Date</u> 01-12-07	Transfer request  Worker's compensation

#### R. Supplemental Appointments

#### **Tutors**

1. That the following persons be terminated as Tutors for the 2006-2007 school year:

Name		<b>Location</b>	<u>Date</u>	
a)	Lober, Nicole	Stevens	01-08-07	
b)	Pistella, Jack	Greenfield	01-09-07	

2. That the following persons be approved to work as Tutors for the 2006-2007 school year at the rate of \$10.00 per hour:

<u>Name</u>		<b>Location</b>	<u>Date</u>	
a)	Evans, Nicole	Pittsburgh Montessori	11-15-06	

#### S. Miscellaneous Recommendations

It is recommended:

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

Name	<b>Position</b>	<u>Dates</u>	Reason
a) Allen, Tamara	Curriculum Coach Rooney ALA	02-20-07 to 03-09-07	Personal reasons
b) Barnes, Sandra	Educational Assistant I Preschool Assistant I Roosevelt	12-05-06 to 12-19-06	Health
c) Beckas, Michele	Educational Assistant III Emotional Support Aide Vann	12-11-06 to 01-29-07	Health
d) Erdos, Jody	Physical Therapist Program for Students with Exceptionalities	04-10-07 to 06-14-07	Personal reasons
e) Griffeth, Sharon	Teacher Faison	01-20-07 to 03-30-07	Health
f) Herr, Jennifer	Teacher Weil ALA	12-19-06 to 03-08-07	Personal reasons

g)	Johnson, Shaunté	Teacher Lincoln	11-30-06 to 12-08-06, 01-09-07 to 01-31-07	Health
h)	Jordan, Diana	Speech Therapist Program for Students with Exceptionalities	02-02-07 to 04-10-07	Health
i)	Kobertz, Richard	Educational Assistant III Emotional Support Aide Faison	12-18-06 to 01-18-07	Health
j)	Kress-Boyd, Mary	Teacher South Brook	01-02-07 to 01-29-07	Health
k)	Malacki-Calhoun, JoAnn	Teacher Linden	01-02-07 to 03-01-07	FMLA
l)	Marraway, Linda	Student Data Systems Specialist Concord	02-05-07 to 04-10-07	Personal reasons
m)	Masdea, Jennifer	Social Worker Carmalt .6/Phillips .4	12-08-06 to 03-03-07	Personal reasons
n)	Morse, Ellen Gardner	Teacher Brashear	03-21-07 to 06-14-07	Personal reasons
0)	Rich, Priscilla	Classroom Assistant Life Skills Support Manchester	12-20-06 to 01-31-07	Health
p)	Scales, Rosalind	Educational Assistant I Preschool Assistant I Head Start	02-08-07 to 02-23-07	Health
q)	Teulle, Karen	Certified Occupational Therapy Assistant, Program for Students with Exceptionalities	10-02-06 to 12-22-06	FMLA
r)	Tevis, Michael	Teacher Program for Students with Exceptionalities	11-06-06 to 01-02-07	Contested worker's compensation
s)	Uptegraff, Elizabeth	Teacher Faison	04-24-07 to 04-30-07	Health
t)	Zackel, Pamela	Teacher Rooney ALA	01-19-07 to 03-02-07	Health

- 2. That the Board approve the following action(s): New Appointments
- a) Enos, Kathryn hired as Behavioral Analyst, Early Intervention at the month salary of \$4970.00 (002-03) should read hired as Behavioral Analyst, Early Intervention at the month salary of \$4141.67 (002-03).(November 2006 Board Minutes)

  Transfers From One Position to Another With Change of Salary
- b) Ehrin, William transferred from Security Aide, Perry to Resident Security Specialist, School Safety effective December 11, 2006 should read transferred from Security Aide, Perry to School District Police Officer, School Safety effective December 11, 2006. (December 2006 Board Minutes)
- 3. That the Board approve a change in the termination date of Robert Blonde, Temporary Tradesman, from December 27, 2006 to February 16, 2007.
- 4. That the Board approve a change in the effective date for Robert Bischoff, Principal, Duquesne City Schools from August 15, 2006 to August 6, 2006.
- 5. That the Board rescind the transfer of Autumn Secrest from Secretary II, Office of the Deputy Superintendent -- Professional Development to Secretary II, Early Intervention, effective January 8, 2007.
- 6. That the Board approve a change in the start date for Lawrence Bergie, Chief Information Officer, Technology from January 2, 2007 to January 3, 2007.
- 7. That the Board approve a change in the effective date of the closing date of the Iron Worker position from February 15, 2007 to April 1, 2007.
- 8. That the Board approve a change in the effective date of the closing date of the Electrician position from February 15, 2007 to July 1, 2007.
- 9. That the Board approve a change in the end date of a leave of absence for Dena Metz, Preschool Teacher II, Faison from June 14, 2007 to January 19, 2007, due to reassignment.
- 10. That the Board approve the furlough of the following employees from the Section on Maintenance effective on the date indicated:

a)	Blackwell, Blair	Maintenance	02-16-07
b)	Constance, Matthew	Maintenance	07-01-07
c)	Jones, Marvin	Maintenance	02-16-07
d)	Simmons, John	Maintenance	04-01-07

#### It is recommended:

a.

**SCHOOL** 

1. That the following coaching assignments in the K-8 schools for the interscholastic athletic program be approved for the 2006-2007 school year 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>
MIFFLIN	Shane Rubbe	Soccer, Head Boys

2. That the following coaching assignments in the high schools for the interscholastic athletic program be approved for the 2006-2007 school year 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>	COACH	<u>SPORT</u>
a.	ALLDERDICE	Keith Goldman	Tennis, Head Boys
b.	CARRICK	Ken Wright	Basketball, Assistant Boys
c.	LANGLEY	Mark Bolla	Basketball, Assistant Boys
d.	SCHENLEY	Jason Bell	Track, Assistant Boys

3. That the following assignments to the position of teacher for elementary school intramurals be approved for the 2006-2007 school year 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>	<b>TEACHER</b>	<b>SEASON</b>
a.	FULTON	Marilyn Nizinski	Winter

4. That the following assignments to the position of teacher for high school intramurals be approved for the 2006-2007 school year in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

**SEASON** 

	<u>50110 02</u>	TIT TOTAL	<u>5175577</u>
a.	LANGLEY	Edward White	Fall
b.	PERRY	Terri Cossick	Spring
5.	That the following intramural	assignments be rescinded for th	ne 2006-2007 school year.
	SCHOOL	TEACHER	SEASON
a.	SCHENLEY	Jason Bell	Spring

**TEACHER** 

## <u>HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS</u>

#### ADDENDUM A

#### POSITIONS OPENED AND CLOSED

#### **January 24, 2007**

#### **GENERAL FUNDS**

#### It is recommended:

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

	POSITION	<u>NUMBER</u>	<u>DATE</u>	<b>LOCATION</b>
a)	Assistant Principal	.5	01-25-07	Faison
b)	Project Assistant – Assistant to the Deputy Superintendent	1	01-25-07	Office of the Deputy Superintendent for Instruction, Assessment and Accountability
c)	Director of Purchasing	1	01-25-07	Operations/Finance
d)	Chief Financial Officer	1	01-25-07	Operations/Finance
e)	Chief Executive Secretary	1	01-25-07	Chief Financial Officer
f)	Chief Executive Secretary	1	01-25-07	Chief Information Officer
g)	Chief Executive Secretary	1	01-25-07	Chief of Research, Assessment and Accountability
h)	Assistant Labor Landscape Forem	ian 1	01-25-07	<b>Plant Operations</b>
i)	Parent Engagement Specialist I	1	01-25-07	Morrow

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

	<u>POSITION</u>	<u>NUMBER</u>	<b>DATE</b>	<b>LOCATION</b>
a)	Assistant Principal	.5	01-31-07	Westinghouse
b)	Musical Instrument Repairman	1	02-02-07	Operations

#### **SUPPLEMENTAL FUNDS**

#### It is recommended:

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

	<u>POSITION</u>	<u>NUMBER</u>	<b>DATE</b>	<b>LOCATION</b>
a)	Project Assistant – Executive Director of Professional Development	1	01-25-07	Office of the Deputy Superintendent for Instruction, Assessment and Accountability
			Respectfully submitted,	

Mr. Mark Roosevelt Superintendent of Schools

#### **HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS**

#### ADDENDUM B

#### ADDITIONAL HUMAN RESOURCES ACTION

#### A. Transfers From One Position to Another Without Change of Salary

#### **Salaried Employees**

<u>Name</u>	<u>Position</u>	<b>Date</b>
1. Hardy, Derrick	Assistant Principal, Westinghouse to Assistant Principal, Westinghouse .5/Faison .5	01-31-07

#### B. Miscellaneous Recommendations

1. That the Board extend the contract for Cassandra Richardson-Kemp, Principal, Allderdice until June 30, 2007.

Respectfully submitted,

Mr. Mark Roosevelt Superintendent of Schools

## BUSINESS / FINANCE COMMITTEE January 24, 2007

## TRANSFER OF FUNDS GENERAL FUND

#### DIRECTORS:

It is recommended that the following transfer be approved:

From Major Object 300
Other Professional Services

\$3,200,000

To Major Object 400 Repair & Maintenance - Buildings \$3,200,000

Movement of maintenance contract to correct object code.

Respectfully submitted,

Floyd McCrea Chairperson Business / Finance Committee

## 2007 APPROPRIATIONS BY MAJOR OBJECT ADJUSTED AS OF JANUARY 2007

MAJOR OBJECT	DESCRIPTION	APPROPRIATIONS	DATE OF TRANSFER	AMOUNT OF TRANSFER	ADJUSTED BUDGET
100	Personal Services- Salaries	\$198,512,198			\$198,512,196
200	Personal Services- Employee Benefits	71,937,619			71,937,619
300	Purchased Prof. & Tech. Services	80,102,551	01/24/2007	(\$3,200,000)	76,902,551
400	Purchased Property Services	7,861,090	01/24/2007	\$3,200,000	11,061,090
500	Other Purchased Services	77,146,526			77,146,528
600	Supplies	18,889,738			18,889,738
700	Property	4,667,639			4,667,639
800	Other Objects	35,452,009			35,452,009
900	Other Financing Uses	34,366,376			34,366,376
	Res. for Enc.	2,500,000	•		2,500,000
		\$531,435,744		\$0	\$531,435,744

#### LEGISLATIVE MEETING January 24, 2007

#### **NEW BUSINESS ITEM**

BE IT RESOLVED that the Board of Public Education appoints Ira Welss and the Law Offices of Ira Welss as Solicitor under the terms of the existing contract. The appointment shall be on a yearly basis to continue year to year unless terminated under the terms of the agreement. The monthly contract term is \$15,000 per month plus out-of-pocket expenses for all services under the agreement. The action shall be effective January 25, 2007.

#### PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

January 24, 2007

### Regular Meeting

**ROLL CALL** 

**APPROVAL OF MINUTES** 

#### **COMMITTEE REPORTS**

Committee on Education

Committee on Business

#### PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT #2

COMMITTEE ON EDUCATION

January 24, 2007

#### **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

A. The contractor, **Agency for Jewish Learning**, will present a half-day inservice on classroom management and how to engage students in active learning at Hillel School for fifteen (15) non public school teachers. In-service will be held on Wednesday, March 6, 2007. Rate of payment is \$375.00 per workshop. Total compensation shall not exceed Three Hundred Seventy-Five Dollars. Charge to account: 10-2270-320-460-709.

January 24, 2007

Respectfully submitted,

Mr. Thomas Sumpter Chairperson

Committee on Education

#### PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

#### **COMMITTEE ON BUSINESS**

January 24, 2007

#### 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. GENERAL AUTHORIZATION

A. It is recommended that the list of payments made for the month of December 2006, in the amount of \$171,150.00, 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,

Mr. Floyd McCrea Chairperson

Committee on Business

1	TRANSCRIPT OF PROCEEDINGS		
2	<del>-</del>		
3	PITTSBURGH BOARD OF PUBLIC EDUCATION LEGISLATIVE MEETING		
4	WEDNESDAY, JANUARY 24, 2007 7:35 P.M.		
5	ADMINISTRATION BUILDING - BOARD ROOM		
6	<del>-</del>		
7	BEFORE:		
8	WILLIAM ISLER, BOARD PRESIDENT		
9	RANDALL TAYLOR, FIRST VICE PRESIDENT THERESA COLAIZZI, SECOND VICE PRESIDENT		
10	MARK BRENTLEY PATRICK DOWD		
11	JEAN FINK FLOYD McCREA		
12	DANIEL ROMANIELLO, SR. THOMAS SUMPTER		
13			
14	MEMBERS ABSENT:		
15	ALSO PRESENT:		
16	MR. MARK ROOSEVELT DR. LINDA LANE DR. PAULETTE PONCELET DR. J. KAYE CUPPLES		
	MR. IRA WEISS MR. PETER J. CAMARDA MR. RICHARD R. FELLERS MS. DONNA VLASSICH		
	MR. DWIGHT LAUFMAN MS. PATRICIA A. FISHER		
	DR. RICHARD GUTKIND DR. JERRI LIPPERT		
19	DR. BARBARA RUDIAK MR. HOWARD BULLARD DR. J. KAYE CUPPLES		
20 -	·		
21	REPORTED BY: EUGENE C. FORCIER PROFESSIONAL COURT REPORTER		
22	COMPUTER-AIDED TRANSCRIPTION BY		
23	MORSE, GANTVERG & HODGE, INC. PITTSBURGH, PENNSYLVANIA		
24	412-281-0189		
25	ORIGINIAI		

- 1 P-R-O-C-E-E-D-I-N-G-S
- 2 MR. ISLER: Good evening, ladies and
- 3 gentlemen, and I would like to welcome you all to the
- 4 January 24th, 2007 Pittsburgh Board of Public
- 5 Education legislation meeting.
- 6 Would you all please rise, so we may salute
- 7 the flag.
- 8 (Salute to the flag.)
- 9 MR. ISLER: I would like to, before we
- 10 begin the official part of the meeting, part of the
- 11 meeting where we do recognize individuals who have
- 12 made significant contributions to the Pittsburgh
- 13 Public Schools, I would like to welcome Dr. Linda
- 14 Lane, who is our new Deputy Superintendent.
- Dr. Lane, welcome, and I know you want to
- 16 make a few remarks.
- DR. LANE: Thank you, President Isler.
- 18 First of all, I would like to also
- 19 recognize Dr. Paulette Poncelet, who is at her first
- 20 legislative meeting of the Board, and is our new
- 21 person in charge of research and information.
- So we welcome you as well.
- I also need to make just a brief statement
- 24 as to why I am here in place of Mr. Roosevelt, and you
- 25 may have noticed, I am not Mr. Roosevelt.

3

- 1 However, Mr. Roosevelt is out recruiting
- 2 new students for the Pittsburgh Public Schools.
- 3 He has -- when he returns to Pittsburgh, he
- 4 will be bringing a student that will be a member of
- 5 the class of 2025, his new daughter, Julianna.
- 6 MR. ISLER: Thank you, Dr. Lane.
- We are again, very, very happy to have you
- 8 here, I know all of us have had the opportunity on
- 9 this Board to meet you.
- 10 If you will come forward, and the other
- 11 Board members, we will turn this program over right
- 12 now, the meeting over to Miss Vlassich, who will begin
- 13 the awards presentation.
- 14 (Awards presented.)
- MR. ISLER: As everybody is getting back to
- 16 their seats, when those teachers were leaving the
- 17 room, all of their colleagues were standing up
- 18 shaking their hands, it is a rather rigorous task of
- 19 what our teachers go through to accomplish that, so
- 20 again congratulations to everyone.
- 21 Mr. Weiss, could we please have you call
- 22 the roll.
- MR. WEISS: Mr. Brentley?
- MR. BRENTLEY: Here.
- MR. WEISS: Mrs. Colaizzi?

```
MS. COLAIZZI: Here.
1
               MR. WEISS: Mr. Dowd?
2
3
               MR. DOWD: Present.
               MR. WEISS: Mrs. Fink?
4
5
               MS. FINK: Here.
               MR. WEISS: Mr. McCrea?
 6
               MR. McCREA: Here.
7
               MR. WEISS: Mr. Romaniello?
8
               MR. ROMANIELLO:
 9
                               Here.
               MR: WEISS: Mr. Sumpter?
10
11
               MR. SUMPTER: Present.
               MR. WEISS: Mr. Taylor?
12
               MR. TAYLOR: Here.
13
14
               MR. WEISS: Mr. Isler?
15
               MR. ISLER: Present.
16
               MR. WEISS: All members present.
17
               MR. ISLER: Thank you, Mr. Weiss.
               I would like to have a motion to approve
18
    the minutes of the meeting of December 19th.
19
20
               MS. COLAIZZI: So move.
21
               MR. ISLER: And a second?
22
               MR. BRENTLEY:
                              Second.
               MR. ISLER: It has been moved and seconded
23
    to approve the minutes of the December 19th, 2006
24
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legislative meeting of the Pittsburgh Public School

25

- 1 Board.
- 2 Any comments, suggestions, additions or
- 3 deletions?
- 4 Hearing none, all in favor, please signify
- 5 by saying aye.
- 6 (Thereupon, there was a chorus of ayes.)
- 7 MR. ISLER: Those opposed?
- 8 (No response.)
- 9 MR. ISLER: Motion carries. The minuets
- 10 are approved.
- I would like to read the statement on the
- 12 executive sessions for the legislative meeting this
- 13 evening.
- 14 (Mr. Isler read from prepared material.)
- MR. ISLER: In light of that discussion on
- 16 student suspensions, transfers and expulsions, if the
- 17 Board members would please turn to page 18 of the
- 18 Committee on Education report, No. 15, I will give you
- 19 the numbers for this month.
- There were 170 students suspended for four
- 21 to ten days.
- There were zero students suspended for four
- 23 to ten days and transferred to another Pittsburgh
- 24 Public School.
- There were 23 students expelled out of

- 1 school for 11 days or more.
- 2 And there were zero students expelled out
- 3 of school for 11 days or more and transferred to
- 4 another Pittsburgh Public School.
- With that, we will turn to the Committee on
- 6 Education.
- 7 The report is before you, it was submitted
- 8 by Mr. Sumpter, who is the chair of the Education
- 9 Committee.
- 10 Are there any questions by any Board
- 11 members on the Committee on Education report?
- 12 Hearing none -- Mr. Brentley, I'm sorry.
- 13 MR. BRENTLEY: Yes.
- 14 Mr. President, I just want to once again
- 15 raise some concerns concerning page 3, No. 4, of the
- 16 consultants and contracts. This is of course the
- 17 Community Education Partners.
- 18 Mr. President, I will not be supporting
- 19 this item.
- I raised concerns, and I believe some of
- 21 the concerns I have raised are pretty much still the
- 22 same, and I would hope my colleagues would join me in
- 23 giving this number a negative vote.
- Number one, I raise concerns about the
- 25 location of how it is determined to use Clayton

- 1 Elementary School, located off of Perrysville Avenue,
- 2 one of the hotbeds of negative activity for that
- 3 particular community.
- 4 Not a well thought out thing, on behalf of
- 5 our staff.
- The lack of community involvement.
- 7 Later on this evening, Mr. President, we
- 8 will be voting on the naming of a school, the Colfax
- 9 School. And when you look at that resolution, all of
- 10 the organizations and individuals we sought out to get
- 11 their support for their involvement in just the
- 12 naming, for this particular item here we did not reach
- 13 out to the communities, we did not reach out to the
- 14 local officials, or local community, or local
- 15 individuals who are already active.
- We just snatched up and said, "This is what
- 17 we are putting in, and we are going to make it happen,
- 18 and we are going to run with it."
- Number two, my biggest concern again,
- 20 something so important for us just to do it based on a
- 21 contractual agreement, without putting out a request
- 22 for proposals.
- Like many of you here, just since this
- 24 issue has hit the news, I have been contacted by two
- 25 other agencies who said, "Look, we provide services,

- 1 we would love to have a presentation before the Board,
- 2 to show you what we are able to do."
- 3 One even said, "We can almost do ours for
- 4 just a" -- much less than what we are giving for this
- 5 particular contract.
- Number three, when and if this is passed,
- 7 this company will have a blank in terms of abiding by
- 8 the local MBE/WBE policies and, as you know, we have a
- 9 policy that says when we spend more than \$10,000, it
- 10 must be -- we must put it out for bid, and seek the
- 11 best bid for the District.
- Well, we will be spending, it is estimated
- 13 over \$2 million for the rehab of the Clayton School,
- 14 and this company can come in and just simply sidestep
- 15 our policies.
- And as the chair of the MBE/WBE, that's
- 17 borderline criminal, for this Board not to be upset
- 18 and outraged that a company can do that, without no
- 19 oversight from our local Board here, from our local
- 20 EBE office.
- 21 And then one of the other very, very
- 22 important things here, that often we are unable to
- 23 measure, is that this particular school,
- 24 Mr. President, was one of the successful schools for
- 25 that community.

- 1 Very, very well run, very well organized,
- 2 and it was a great school, doing very well.
- 3 It was a casualty of the poorly planned
- 4 right sizing program.
- And so now we are asking for this community
- 6 to take a hit, by taking out a very positive, and good
- 7 school in that community, and now put a school in
- 8 there that this community had no input, no say so, on
- 9 anything concerning it.
- And at the same time, we have to be
- 11 realistic when you bring students from 6th grade to
- 12 the 12th grade across the city, without no
- 13 consideration of the possible differences that exist
- 14 within the neighborhood.
- And let me say, that is a very silly issue,
- 16 but it is also a very, very real issue.
- 17 For some kids traveling to different parts
- 18 of this city, can be harmful.
- And for this Board to do that is just a
- 20 little unfair. It's just not well thought out.
- It is unfair to the local community.
- 22 there, who is working very, very hard.
- 23 It is also unfair to those agencies who are
- 24 out there on the front lines, trying to stop some of
- 25 the violence, and for this Board just to move forward,

- 1 and to not take any of those things into
- 2 consideration, is a little unfair.
- I know that we have, and will continue to
- 4 mask this thing, where it looks like it is the best,
- 5 it is the greatest thing since sliced bread, it is
- 6 going to work, it's one size fits all, and I say
- 7 that's a little misleading.
- 8 This particular population needs all of the
- 9 help, needs all of the attention, and when we go to
- 10 make decisions, addressing some of those issues, I
- 11 believe that we should really take our time, we should
- 12 put out the request for proposal, and we should really
- 13 open up our mind, and say, "Look, maybe it is time to
- 14 bring the community to the table."
- 15 We cannot continue to take this out of
- 16 sight, out of mind attitude, when dealing with this
- 17 particular population.
- I do have one question I just would like to
- 19 ask Dr. Cupples.
- Dr. Cupples, at the agenda review, I had
- 21 asked for a breakdown of the gender, and if we know of
- 22 the particular areas in which these students will be
- 23 coming from.
- Do you have any information on that?
- DR. CUPPLES: Kaye Cupples, support

- 1 services.
- We don't, Mr. Brentley, because those
- 3 432 students have not yet been identified by the
- 4 buildings.
- I think I did say to you, at agenda review,
- 6 when you asked me that question, that the gender and
- 7 race of the majority of those students would be
- 8 African American male.
- 9 MR. BRENTLEY: The majority.
- DR. CUPPLES: That's correct.
- MR. BRENTLEY: We also have in the
- 12 memorandum of understanding, No. 2, it says, "The
- 13 parties shall enter into a comprehensive agreement
- 14 providing an academic and operation program for the
- 15 education of students who are chronically behaviorally
- 16 challenged and low performing."
- 17 You know, Dr. Cupples, that low performance
- 18 will cover a large number of students, in there.
- Who determines? It said here that this
- 20 particular agency will actually have some involvement
- 21 in identifying those students.
- 22 DR. CUPPLES: As I think I mentioned over
- 23 the past couple of weeks, that is our call, our
- 24 principals' call.
- MR. BRENTLEY: It has here that the

- 1 District and CEP will agree to the criteria, and the
- 2 process.
- 3 DR. CUPPLES: We will agree to the
- 4 criteria, that's right. Ultimately, the students we
- 5 send them, they take.
- 6 MR. BRENTLEY: Okay.
- 7 I just -- and those are my comments,
- 8 Mr. President.
- 9 I just want to say, for that particular
- 10 population, once again we are really -- it is a
- 11 disservice to do this in the manner in which we are
- 12 doing it.
- Thank you.
- MR. ISLER: Thank you, Mr. Brentley.
- Any other comments?
- Mr. Romaniello.
- MR. ROMANIELLO: Thank you,
- 18 Mr. President.
- I would like to speak also on page 3,
- 20 No. 4.
- I will be supporting this because I think
- 22 right now we are actually failing three segments of
- 23 our District.
- The first segment is as Dr. Cupples alluded
- 25 to at agenda review, that the students who will be

- 1 served by this facility we are, in essence, failing
- 2 them to get them the proper help.
- We are also failing our students who come
- 4 to school every day, and do what they are supposed to
- 5 do; the students who try to get an education, and
- 6 their classrooms are disrupted by students who need
- 7 help from this type of facility.
- 8 The third segment that we are failing is
- 9 our teachers, because we are not supplying them with
- 10 an additional tool, that they -- that will help them
- 11 do the job that they are supposed to do, which is
- 12 teach our students.
- Some of them have expressed to me that the
- 14 time that they have to take out of their day to help
- 15 the disruptively challenged students, is a good part
- 16 of -- sometimes a good part of their classroom day,
- 17 and sometimes it puts them in harm's way also.
- So in order to try to help rectify these
- 19 situations, I think this is something that we need to
- 20 do for both of those segments of our students, plus
- 21 give our teachers an added tool to help them get the
- 22 job done for our students.
- Thank you.
- MR. ISLER: Thank you, Mr. Romaniello.
- 25 Any other comments?

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Hearing none, Mr. Weiss, could we have a roll call vote, please, on the Committee on Education.
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- 3 MR. WEISS: Mr. Brentley?
- 4 MR. BRENTLEY: Yes, on the report, and I
- 5 will be voting no on page 3, No. 4, for the lack of
- 6 community involvement.
- 7 MR. WEISS: Mrs. Colaizzi?
- MS. COLAIZZI: Yes.
- 9 MR. WEISS: Mr. Dowd?
- MR. DOWD: Yes.
- MR. WEISS: Mrs. Fink?
- MS. FINK: Yes, on the report as a whole,
- 13 no on item 4, on page 3.
- MR. WEISS: Mr. McCrea?
- MR. McCREA: Yes.
- MR. WEISS: Mr. Romaniello?
- MR. ROMANIELLO: Yes.
- MR. WEISS: Mr. Sumpter?
- MR. SUMPTER: Yes.
- MR. WEISS: Mr. Taylor?
- MR. TAYLOR: Yes.
- MR. WEISS: Mr. Isler?
- MR. ISLER: Yes.
- MR. WEISS: The report's approved, item
- 25 No. 4 is approved 7 to 2.

- 1 MR. ISLER: Thank you, Mr. Weiss.
- With that, we will move to the Committee on
- 3 Business and Finance.
- The committee is before you, in your
- 5 legislative books. It has been submitted by
- 6 Mr. McCrea, who is our chair of this committee.
- 7 Are there any questions or comments on any
- 8 of the items before you?
- 9 Mr. Taylor.
- 10 MR. TAYLOR: I want to -- I would like to
- 11 talk about the tax increment financing package for the
- 12 East End of Pittsburgh.
- I want to continue to put the call out
- 14 there, publicly, that I believe that we need to make
- 15 strong efforts to make sure that all segments of the
- 16 East End communities can benefit from this -- from
- 17 this tax package.
- I have been asking over and over, whether
- 19 it is through the URA, or through the developer, that
- 20 at the very least a hundred thousand dollar a year
- 21 fund can be set aside to create an employment
- 22 initiative, that will work with making many of our
- 23 young people job ready, but also work with many of the
- 24 new businesses that are relocating in East Liberty, to
- 25 again allow people of the full East End, not just

- 1 around the East Liberty and Shadyside area, but also
- 2 throughout the full East End, to benefit from what is
- 3 happening in the East Liberty Mall.
- And since this is a tax package, which is
- 5 easing the tax burden on the developers, and such, I
- 6 would like to see them ease some of the burdens of
- 7 some of our low income friends and neighbors who live
- 8 in Pittsburgh, who need employment opportunities.
- 9 And I do believe that the East End can
- 10 benefit from -- I believe we have one employment
- 11 agency, I do believe that we can benefit from a second
- 12 one.
- And so, this is the first step of, I
- 14 believe, maybe two additional steps, in which we will
- 15 finally pass this tax increment financing package.
- So I am simply taking the opportunity to
- 17 say publicly, that I would like to see a commitment
- 18 from the developer, and the Urban Redevelopment
- 19 Authority, to create an employment initiative for
- 20 residents of the East End of Pittsburgh.
- MR. ISLER: Thank you, Mr. Taylor.
- 22 Any other comment on this report, or
- 23 questions?
- Mr. Brentley.
- MR. BRENTLEY: Yes.

- 1 Mr. President, I also want to point out, on
- 2 page 11, under the maintenance contract, an issue that
- 3 has been brought before this Board several times, and
- 4 I have yet to get any comment from the administration
- 5 concerning its recommendations on how we can begin to
- 6 stop this kind of questionable practice.
- 7 And that is, the contract under the
- 8 maintenance contract, one particular contractor, with
- 9 contract amount starting off at \$300,000, and through
- 10 the change order process, this particular company has
- 11 managed to run this tab up to over \$6 million, and to
- 12 date, there is no outrage from this Board, or raising
- 13 the questions or concerns about it, or even
- 14 identifying an end in sight.
- Mr. President, again, as chair of the MBE
- 16 and EBE program, I am asking that this Board would
- 17 join me in voting no for this particular item, or we
- 18 can simply vote no for the entire report.
- At some point we have to draw the line, and
- 20 say that, "Look, at some point there is some things
- 21 that are not clear."
- 22 When you can do something like this, and no
- 23 one gets upset, without clear explanation from the
- 24 administration, without being able to convince the
- 25 administration that something is wrong here, at some

- 1 point it is not only our job, but it is our duty to
- 2 stop this, until our staff can come up to speed, and
- 3 simply not bring anything like this before us.
- This is a half a million dollars, if I am
- 5 not mistaken, an additional charge.
- 6 This may take it up over 6 million -- I am
- 7 sure it is well over \$6 million.
- 8 Unacceptable, when we are closing schools,
- 9 when we are laying off employees, and when we are
- 10 tightening our belts everywhere else.
- I am asking, Mr. President, that my
- 12 colleagues would join me in voting no for the addition
- 13 and deletion section of this report, until we can
- 14 clearly identify the problem that exists, and then
- 15 also provide some kind of language for policy, for
- 16 change, so that it won't happen again.
- 17 MR. ISLER: Thank you, Mr. Brentley.
- Any other comments?
- 19 Mr. Dowd.
- MR. DOWD: If I may, I would like to return
- 21 to what Mr. Taylor was discussing earlier on page 3,
- 22 item No. 4.
- This is a tax increment finance
- 24 resolution. We are being asked, as a Board, to vote
- 25 to create a committee that will essentially work on

- 1 the plan for this particular TIF, this tax increment
- 2 financing project.
- And I want to say I know that there has
- 4 been a lot of work that has been put on this, I know
- 5 the Board has had a lot of questions, and that we have
- 6 pushed very hard on this.
- I know, too, further, that the URA has done
- 8 a great deal of work to make sure that the developer
- 9 in this project commits a very large sum of money,
- 10 \$10 million, to road improvements in Penn Circle, and
- 11 I know that a lot of us in the East End, and city, are
- 12 eager to see the former Nabisco plant redeveloped.
- So all of that is quite good, I am sure.
- But I actually cannot support this TIF this
- 15 evening, for a number of important reasons, and I just
- 16 want to articulate three of them at this point.
- 17 The first thing -- and I think this is
- 18 something to my colleagues on the Board, the first
- 19 thing is, I have sat here for three years, and have
- 20 been frustrated by the process by which we are doing
- 21 tax increment finance work in the City of Pittsburgh.
- I think it is about time we reverse this
- 23 from being a developer driven, to being a planning
- 24 driven process.
- 25 At this point, developers come before us,

- 1 and before the two other taxing bodies, with their
- 2 proposals, and we are forced to vote on these in an
- 3 ad hoc fashion. I hope that in the future that we can
- 4 change that.
- 5 The second thing, in this particular
- 6 project, that concerns me, there are two pieces that I
- 7 would like to mention.
- 8 The first is that there are a large number
- 9 of public dollars that have, for nearly a decade, or
- 10 in fact, I think a decade at least, that have been
- 11 invested in the core of East Liberty, which is just
- 12 adjacent, or nearly adjacent to this project.
- 13 Large numbers of dollars have been invested
- 14 in this core portion of East Liberty, for more than
- 15 ten years, and we are now being asked to offer up
- 16 public support for a development project which
- 17 potentially could offer competition to a development
- 18 project that is already receiving large sums of public
- 19 support.
- So we are, in essence, being asked possibly
- 21 to pit public dollars against public dollars.
- 22 And we have asked the developer, at the
- 23 previous meeting, this was I guess in December,
- 24 actually, we asked them about this, I asked them
- 25 specifically, and they said we would be seeing a

- 1 memorandum of understanding that would demonstrate
- 2 that the project that they were committing to, and
- 3 that they were working on, would not in fact be
- 4 competing with the projects in the core of East
- 5 Liberty, where, as many of you know, there is a great
- 6 deal of development taking place, and that's moved
- 7 forward.
- We have not seen that memorandum of
- 9 understanding. We have not seen that.
- So we, voting for this TIF, will
- 11 potentially be down the road be pitting public dollars
- 12 against public dollars. That is of great concern.
- The second area that I think is important
- 14 as far as this particular project, is public
- 15 transportation.
- Here we are voting on a \$15 million parking
- 17 garage in the East End of Pittsburgh.
- There are a large number of people who
- 19 travel in on out of the city every day using
- 20 Penn Avenue and the Washington Boulevard, and there is
- 21 no reason why this particular parking garage couldn't
- 22 be seen as a part of a larger project, dealing with
- 23 traffic and public transportation, in the City of
- 24 Pittsburgh.
- The East Busway is nearly adjacent to this

- 1 project. This parking garage could collect traffic,
- 2 could collect vehicles, and could help provide access
- 3 to downtown through public transportation.
- We should be asking this developer, in
- 5 fact, to link this parking garage to the Busway, and
- 6 to public transportation, so that not only the users
- 7 of the offices and the development space that we are
- 8 talking about here, but also suburban commuters could
- 9 be using that parking garage as access to the Busway,
- 10 and ultimately to downtown, and to other destinations
- 11 in the City of Pittsburgh.
- We need to start thinking about these
- 13 parking garages that we are being asked to TIF,
- 14 repeatedly, over and over again.
- A lot of the money that we are expending
- 16 through TIF's are for are parking garages, and we need
- 17 to find ways to link those up to larger visions for
- 18 the city.
- So I urge my colleagues to think very
- 20 carefully about this.
- I will be voting no, and hoping that those
- 22 people working on this project, the URA, the city,
- 23 this planning committee in general, that they will
- 24 consider some of these deeper concerns as they go
- 25 forward, and as they hope -- you know, whether this

- 1 passes or not this evening, when they consider this
- 2 project, or these other types of projects in the
- 3 future.
- 4 Thank you.
- 5 MR. ISLER: Thank you, Mr. Dowd.
- Any other comments?
- 7 Mr. Brentley.
- 8 MR. BRENTLEY: Yes.
- 9 I have a couple of questions for
- 10 Miss Castleberry, if she is here, please.
- 11 Miss Castleberry is the chair of our --
- 12 heads up our department of EBE.
- 13 Miss Castleberry, could you just share with
- 14 the audience this month, the amount of dollars that we
- 15 will be sending, or cutting a check for in terms of
- 16 women owned businesses, minority owned businesses
- 17 and/or disadvantaged businesses.
- MS. CASTLEBERRY: Good evening. Thank you.
- 19 Before I address your specific question, if
- 20 you will allow me, I would like to share with you the
- 21 fact that I am developing a new report for the Board,
- 22 and that there is some changes that I would like to
- 23 share with you this evening, so that when you receive
- 24 it next week, you will understand the differences from
- 25 what you have been receiving in the past, and what you

- 1 will begin to receive going forward.
- One of the changes is that the prior
- 3 monthly reports focused only on the contracts that we
- 4 specifically set goals on. This new report will take
- 5 a look at all of the expenditures in the Board report.
- Also, it will identify the areas by
- 7 category, where EBE participation is most prevalent.
- It will identify the areas by goal type,
- 9 where EBE participation was prevalent.
- 10 And finally, the total EBE participation as
- 11 measured against the total contract dollars in the
- 12 monthly report.
- So, in the past we only looked at the
- 14 solicitations that came through our department, going
- 15 forward we are going to look at everything.
- 16 Having said --
- MR. BRENTLEY: I'm sorry, can I just say,
- 18 that also includes the personal contracts as well?
- MS. CASTLEBERRY: Yes.
- MR. BRENTLEY: Okay.
- MS. CASTLEBERRY: Yes.
- Now, having said that, there has always
- 23 been an overall goal of 10 percent for all of the
- 24 expenditures for the District, and then we set
- 25 specific contract goals for the ones that came through

- 1 our department.
- So looking at the 10 percent overall goal,
- 3 this month we achieved -- let's see -- 11.49 percent,
- 4 or 11 and a half percent for EBE participation on all
- 5 of the contract dollars in this report.
- 6 Specifically, 4.14 percent for minority
- 7 owned firms, 4.78 percent for women owned firms, and
- 8 2.57 percent for socioeconomic disadvantaged firms.
- 9 And then in the report you will see a
- 10 breakdown by category.
- 11 For example, construction and change order
- 12 dollars, a breakdown by consulting or contracted
- 13 service dollars, a breakdown by total service dollars,
- 14 and then a breakdown by equipment or supply dollars.
- And then finally, as a part of this report
- 16 going forward, we are taking a look at all of the
- 17 dollars again, we are looking at the participation of
- 18 EBE's on the dollars that we set goals on, and then
- 19 the dollars that we have not set goals on, and for
- 20 this particular month -- well, you will see it in the
- 21 report.
- 22 Any further questions?
- MR. BRENTLEY: Thank you.
- MR. ISLER: Mr. McCrea.
- MR. McCREA: I do have one request for your

- 1 new report. Would you also include the contracts
- 2 where the EBE contract was not the lowest bidder, and
- 3 the difference that we are paying, the excess that we
- 4 are paying to -- well, follow the policy? And we are
- 5 doing it.
- 6 MS. CASTLEBERRY: I can take a stab at
- 7 that.
- 8 I would like to discuss it a little further
- 9 with you, though.
- 10 MR. ISLER: Mr. Taylor.
- MR. TAYLOR: Yes.
- I look forward to us, very shortly, having
- 13 a meeting in response to the study that was done on
- 14 our minority and women and disadvantaged businesses
- 15 with the District. I think that would be the best
- 16 course.
- Because also, that study, one, raised
- 18 questions that I believe the full administration and
- 19 staff should answer, but also had made concrete policy
- 20 recommendations to the District.
- 21 And so, I would be more, far more
- 22 interested in talking, after we have that meeting, and
- 23 the Board had formally received that report, and got a
- 24 chance to ask questions.
- I would be far more interested in any

- 1 changes around MBE, after we have -- after we have
- 2 done that.
- I want to respond, that I was pleased with
- 4 Dr. Dowd's questions that he raised about the tax
- 5 increment financing packages.
- We -- in my many years here, we have seen
- 7 many of them, and I can only recall maybe only voting
- 8 for two or three, because so many questions that went
- 9 unanswered, and I am pleased to see -- of course, this
- 10 Board is no different than the City Council, or the
- 11 County Council, this Board is only different because
- 12 it voted against one tax increment financing, or one
- 13 package, that could have been Keystone Opportunity
- 14 Zone.
- But this Board, at least out did the City
- 16 Council and others by voting down one, in close to a
- 17 decade now.
- 18 So it has been a very, very unfortunate
- 19 process, for someone, again, who grew up in
- 20 East Liberty, and seeing its rise, and seeing its
- 21 horrible decline, and thrilled every day I get a
- 22 chance to go through East Liberty and to see the
- 23 changes.
- But there are questions that Dr. Dowd
- 25 raised, and I think those are questions that deserve

- 1 to be answered.
- 2 Again, my issues continue to be that I must
- 3 make sure that there is a benefit to the people of the
- 4 East End; that the benefits to this tax increment
- 5 financing package, which are public dollars, moves
- 6 east, instead of moving west.
- 7 I recently just seen a program the other
- 8 day, talking about the many good things going on in
- 9 East Liberty.
- 10 And one of the things they talked about was
- 11 the bridge to link it up to Ellsworth Avenue in
- 12 Shadyside, and that is my real fear, that the East
- 13 Liberty, which so many people who I am speaking of are
- 14 low income and, you know, friends and neighbors in the
- 15 East End, where some of those people actually lived in
- 16 East Liberty, and were displaced from East Liberty,
- 17 and I really think that it is important that they get
- 18 a chance to benefit from anything that we are doing
- 19 with tax dollars, and any tax breaks.
- I think it is unfair that the tax breaks,
- 21 or entire benefits of programs like this, only go to
- 22 the wealthy, and not to the people in our
- 23 neighborhoods.
- 24 And I do believe that that commitment can
- 25 be made by the developer, and that commitment can be

- 1 made by the Urban Redevelopment Authority, if that's
- 2 what they choose to do.
- But unfortunately, these processes have
- 4 just gone through all of the governmental bodies, with
- 5 very few questions, very little scrutiny.
- 6 So hopefully, Dr. Dowd's questions will
- 7 lead other Board members to ask some questions, and
- 8 hopefully, again, that we can get those questions
- 9 answered.
- But I hope the Board members would join me
- 11 in trying to make sure that everybody in the East End
- 12 can benefit from this.
- MR. ISLER: Thank you, Mr. Taylor.
- 14 Any other comments?
- 15 Mr. Weiss, could we have a roll call vote,
- 16 please.
- MR. WEISS: Mr. Brentley?
- MR. BRENTLEY: Yes, on the report. I will
- 19 be voting no on the additions and deletions and,
- 20 Mr. Taylor, you raised some questions, and I think I
- 21 will join you in voting no on the TIF.
- I appreciate your concerns, and I will vote
- 23 no also.
- MR. WEISS: Mrs. Colaizzi?
- MS. COLAIZZI: Yes.

- 1 MR. WEISS: Mr. Dowd.
- MR. DOWD: Yes, on the report as a whole,
- 3 on item -- page No. 3, item No. 4, the Bakery Square
- 4 tax increment finance package, I will vote no.
- 5 MR. WEISS: Mrs. Fink?
- 6 MS. FINK: Yes.
- 7 MR. WEISS: Mr. McCrea?
- MR. McCREA: Yes, on the report as a whole,
- 9 on page 3, No. 5, I will vote no.
- 10 MR. WEISS: Mr. Romaniello?
- MR. ROMANIELLO: Yes.
- MR. WEISS: Mr. Sumpter?
- MR. SUMPTER: Yes.
- MR. DOWD: MR. Taylor?
- MR. TAYLOR: Yes, on the report as a whole.
- 16 I will also vote no on the tax increment financing
- 17 package.
- MR. WEISS: That is page 3, No. 4.
- 19 And Mr. Isler?
- MR. ISLER: Yes.
- 21 MR. WEISS: Okay. The report's approved.
- 22 Page 3, No. 4, is a 6 to 3 vote.
- MR. ISLER: Thank you, Mr. Weiss.
- We now turn to the Human Resources Report,
- 25 that is before you, submitted to us by Mrs. Fink, who

- 1 is the chair.
- 2 Superintendent -- I assume, Dr. Lane, that
- 3 if there are any questions, we will go directly to
- 4 Mr. Chester, who is our director of human resource.
- 5 Are there any questions on the human
- 6 resources report?
- 7 Mr. McCrea, we will begin with you, sir.
- 8 MR. McCREA: Every month I like to repeat
- 9 myself, I do want to thank our employees who are in
- 10 the military, and thank you for a job well done, and
- 11 thank you for serving our country.
- MR. ISLER: Thank you.
- 13 Mrs. Colaizzi.
- MS. COLAIZZI: Thank you, Mr. Chair.
- 15 If you could turn to page 22, No. 4,
- 16 Mr. Chester.
- 17 I'm just curious as to why it would take
- 18 six months before we adjust a date for the
- 19 effectiveness, or the effective date for
- 20 Mr. Robert Bischoff, for -- the principal of Duquesne
- 21 City Schools.
- 22 I mean, this is asking us to change his
- 23 effective date from August 15th to August 6th, and
- 24 it's January 24th.
- Why would it take us six months to address

- 1 such a situation?
- 2 It's just a general question.
- 3 MR. CHESTER: Frank Chester, chief, human
- 4 resources officer.
- 5 And that's one that I am going to have to
- 6 say I am going to have to go back and look.
- 7 I know that there was some discussions
- 8 about changing that date, Mrs. Colaizzi.
- 9 Let me go back and research that, and get
- 10 the answer for you.
- MS. COLAIZZI: I appreciate that.
- 12 Thank you.
- MR. ISLER: Any other questions in this
- 14 report?
- Mr. Brentley.
- MR. BRENTLEY: Yes.
- 17 The question, I believe it's on -- we are
- 18 also voting for the addendums; all together; is that
- 19 correct?
- MR. ISLER: Yes, sir, everything.
- 21 MR. BRENTLEY: Okay.
- 22 Addendum A, No. 2, I believe it is No. 2,
- 23 and that is the project assistant to the deputy
- 24 superintendent, and I am not sure, because we have so
- 25 many coming before us, would this be the position that

- 1 is charged with the responsibility of monitoring the
- 2 settlement with the Advocates for African America
- 3 Students, that is a lawsuit filed some 14 years or so
- 4 ago?
- 5 Would anybody know if this is --
- 6 MR. ISLER: Mr. Chester is checking his
- 7 report.
- If you will just give him a moment, please.
- 9 MR. BRENTLEY: Okay. He didn't say
- 10 anything, so that's why I asked.
- MR. CHESTER: Mr. Brentley, are you
- 12 referring to project assistant, assistant deputy
- 13 superintendent, the one for instruction, assessment
- 14 and accountability?
- MS. COLAIZZI: Yes.
- MR. BRENTLEY: What number?
- I don't know.
- MR. CHESTER: 1b).
- MR. BRENTLEY: 1b). Okay. That's what I
- 20 said. Okay.
- 21 That is the position that is charged with
- 22 the responsibilities of the monitoring of the --
- MR. CHESTER: Yes.
- MR. BRENTLEY: Okay.
- I would also ask, Dr. Lane, if you would

- 1 really get your hands on this particular position.
- 2 Just to bring you up to speed in a very
- 3 quick way, this is a lawsuit filed, I want to say
- 4 about 13, 14 years ago, by a group of educators and
- 5 activists in the city here, African Americans, who was
- 6 able to research and find out that the mistreatment of
- 7 African American students, and it was all documented,
- 8 it took all of this time to get up to this point, but
- 9 now we reached a settlement, and so this point -- I
- 10 mean, this particular position as part of the
- 11 settlement was to have someone there to monitor every
- 12 step of the way.
- 13 It was also agreed upon, with putting
- 14 together an advisory panel to help assist the
- 15 District, so that we won't make the mistakes that we
- 16 made before.
- My fear is, Doctor, that somehow it will
- 18 get kind of caught up, or lost, and I am asking if you
- 19 can find a way to really make sure that this
- 20 particular issue is prioritized, in this position, and
- 21 really, really monitor it, and some of the information
- 22 in the lawsuit was really frightening, some of it
- 23 still exists today, in terms of African American
- 24 students being left out, just having major, major
- 25 problems.

- So I am asking, if you would, whenever this
- 2 particular position or person comes aboard, that we
- 3 clearly see the number of hours that he or she is
- 4 reporting; that we clearly see the advisory committee;
- 5 that we clearly see a difference, now that we have
- 6 something in place, especially something with teeth,
- 7 that will make sure that our students are treated
- 8 evenly and fairly.
- 9 DR. LANE: Thank you, Mr. Brentley.
- 10 And in fact, I did have opportunity to
- 11 begin reviewing that agreement this past week, and
- 12 Mr. Herbert and I are working on the very matters you
- 13 mentioned.
- MR. BRENTLEY: Great. Thank you, so much.
- DR. LANE: Certainly.
- MR. ISLER: Any other questions or comments
- 17 on the Personnel Report?
- Mr. Brentley, you are not finished?
- MR. BRENTLEY: No, sir, I had one other
- 20 question.
- 21 Mr. Fellers, can you tell us again about
- 22 the No. 2B, we are closing a position for musical
- 23 repair, and I just raised some concerns earlier to
- 24 make sure that this is not in any way taking a shot at
- 25 our wonderful, wonderful music program, that we have

- 1 in the District.
- MR. ISLER: If I may just may, Mr. Chester,
- 3 is it all right if Mr. Fellers does answer this
- 4 question?
- 5 MR. BRENTLEY: Oh, I'm sorry.
- 6 MR. ISLER: It does go to Mr. Chester.
- 7 MR. CHESTER: Yes.
- 8 Mr. Fellers.
- 9 MR. FELLERS: Mr. Brentley, there are three
- 10 repair positions that are located in the facilities
- 11 division to support the instrumental music program in
- 12 the District. This is one of those three.
- 13 Two of them are musical instrument
- 14 repairmen, one is a piano tuner.
- This will bring us down to one musical
- 16 instrument repairman, one piano tuner.
- 17 We believe that those two individuals can
- 18 continue to support that program, and make sure that
- 19 all students interested in pursuing instrumental music
- 20 will have quality instruments in which to further
- 21 their study.
- MR. BRENTLEY: And, Mr. Fellers, you
- 23 also -- I have also asked a question about their
- 24 budget. Their budget of course will not be affected
- 25 at all by this.

- 1 MR. FELLERS: Other than this change, their
- 2 budget stands as adopted by the Board at the December
- 3 meeting.
- 4 MR. BRENTLEY: And we do have some kind of
- 5 a safety net, just in case there is an increase, and
- 6 necessary needed repairs for instrument, or whatever,
- 7 we do have some kind of a safety net that would allow
- 8 us to either send the work out, or to reopen, if
- 9 necessary, the third position?
- 10 MR. FELLERS: That is correct.
- 11 We do have a contract capability, and if we
- 12 would see that we have misjudged the volume of work
- 13 that has to be done, we would come back to you and
- 14 request that we open this position, and come up with
- 15 some other offsetting position.
- MR. BRENTLEY: Great. Thank you.
- MR. ISLER: Finished, Mr. Brentley?
- MR. BRENTLEY: Yes.
- 19 MR. ISLER: Thank you.
- 20 Mr. Taylor.
- 21 MR. TAYLOR: Yeah. I have a problem with a
- 22 number of items on it, which simply don't have enough
- 23 information, exactly what these people are going to
- 24 do.
- I am concerned about the overall level of

- 1 hiring that has taken place around here the last few
- 2 months, as we have closed schools, and cut other
- 3 services to students.
- 4 Particularly, I am concerned about the
- 5 director of purchasing. This is a position that I
- 6 believe has been empty for close to two years, and I
- 7 just think that the Board should be far more well
- 8 informed exactly why this position, which was cut,
- 9 suddenly, you know, must be reopened.
- I mean, it is the director of purchasing,
- 11 and obviously, as we can see, we have purchased
- 12 electricity, we have purchased heat, we have purchased
- 13 paper. I am not seeing exactly what the real impact,
- 14 that we have felt, which shortage that we have
- 15 experienced, because this position was cut, which I do
- 16 believe was cut, was first retirement, and I don't
- 17 think it was filled, but I do believe it was cut for
- 18 budgetary reasons a couple of years ago.
- 19 So I am concerned about that position.
- I am concerned about these chief executive
- 21 secretary positions, that we are offering, that we are
- 22 opening.
- 23 I'm concerned about the project assistant
- 24 positions that we are opening, particularly the one
- 25 that Mr. Brentley had referenced to handle the

- 1 concerns with the settlement with the Pennsylvania
- 2 Human Relations Commission.
- 3 That settlement agreement mandated us to
- 4 put a person in a position. It did not mandate us to
- 5 hire a new person.
- And I just think the Board should be very,
- 7 very clear, on exactly what these people -- what their
- 8 duties will be, and exactly why these positions are
- 9 needed.
- I think dollars are far, far too tight, to
- 11 look at these -- to look at these personnel agendas,
- 12 when we are opening new positions, and not asking a
- 13 lot of very serious, serious questions about, do we
- 14 actually need these, can we not ask people to
- 15 sometimes do more with less.
- Because again, dollars are very, very, very
- 17 short around here, and I just think that we need to --
- 18 we need to recognize that.
- So I am going to abstain on Addendum A,
- 20 because of those concerns, and I am also going to
- 21 abstain on the position concerning the assistant
- 22 principal of Westinghouse also.
- I am just not comfortable, again, that
- 24 everything has really been addressed in that situation
- 25 there.

- I think we are creating a very, very, very
- 2 unique situation on top of a unique situation, and I
- 3 am just a bit concerned about that.
- And I believe honestly, in my community, I
- 5 don't know how well this will be received in my
- 6 community.
- 7 Thank you.
- 8 MR. ISLER: Mrs. Colaizzi.
- 9 MS. COLAIZZI: Thank you.
- I believe in the personnel meeting we had a
- 11 light discussion on another issue, which would be 1e),
- 12 and that was to be pulled.
- Is somebody going to pull that, or should I
- 14 do it on the floor?
- MR. SUMPTER: (Inaudible.)
- MS. COLAIZZI: Well, they didn't give me
- 17 one.
- Okay. Thank you. Okay.
- MR. ISLER: Any other questions?
- Mr. Brentley.
- MR. BRENTLEY: Yes.
- 22 Mr. Chester, can I just ask you a question,
- 23 once again, Mr. Taylor raises some very, very serious
- 24 concerns, would it be a problem if those items, that
- 25 he identified, the ones that we received this evening,

- 1 if we were to hold off a month or so, until we get a
- 2 little bit more information; would it be a problem at
- 3 all?
- 4 MR. CHESTER: In my -- Mr. Brentley, in my
- 5 professional opinion, it would.
- I think that certainly on those chief
- 7 executive secretary positions, that have been
- 8 mentioned, those have been three critical positions
- 9 that this District has had, that we were able to
- 10 successfully recruit for, and I think that these three
- 11 positions are critical to supporting those
- 12 individuals, as they begin to carry out their roles
- 13 and responsibilities for this District.
- So, the answer would be no.
- MR. BRENTLEY: Well, let me just, in the
- 16 spirit of cooperation, or compromise here, if -- I
- 17 don't believe Mr. Taylor's concerns were necessarily
- 18 the secretaries, I believe they were more of the other
- 19 positions.
- And, if we were to move forward, but to
- 21 pull the others, until -- because, for instance, I
- 22 would love to know, and see in front of me, the
- 23 necessary teeth for that, for b), to who is going to
- 24 be monitoring that lawsuit.
- That is going to be very, very critical,

- 1 and I need to know, and it would be very helpful to
- 2 know it up front.
- 3 Would that be a problem if we were to pull
- 4 that, those three items for a month?
- 5 MR. CHESTER: Again, in my professional
- 6 opinion, yes, it would.
- 7 And I think that our Deputy Superintendent,
- 8 Dr. Lane, has indicated, especially on that project
- 9 assistant, which part of it deals with the issue that
- 10 you just aforementioned, but there is also the
- 11 additional responsibilities that we have with the
- 12 collaborative, as well as with the Duquesne School
- 13 System.
- MR. BRENTLEY: Okay. Well, I appreciate
- 15 that.
- Well, here is just my concern: In this
- 17 area we have always had a problem where, as a Board
- 18 member, we are always running after the issue, and
- 19 that is, it is out there, it is running, and we have
- 20 to pick up the paper and find out what is going on.
- 21 For this issue, especially No. b) -- or b),
- 22 it is going to be very helpful, and I believe even
- 23 helpful for the community, who is active in that
- 24 particular lawsuit, to know up front, ahead of time,
- 25 "Here is what we are going to do, this is how we are

- 1 going to do it, this is the individual, this is where
- 2 you go if you think some of those same problems
- 3 exist."
- For me, it just gives me a little bit more
- 5 of an opportunity to kind of follow, and to go along
- 6 with it.
- 7 And, well, okay, you are saying it is going
- 8 to be a problem.
- Also, I just also want to make a comment,
- 10 to -- and also to Dr. Lane, we talked about this
- 11 briefly, but I am going to ask you again, if you would
- 12 please keep an extra eye on the situation there in the
- 13 East End.
- We are here today to vote on a principal,
- 15 who we will be -- he will be a .5 principal at
- 16 Westinghouse, if I am not mistaken, to supervise, or
- 17 to be the principal over 60, 70, 80, kids, because we
- 18 are moving some from Faison, the 8th graders, into
- 19 that particular building.
- And I say all of that to say that early on,
- 21 had we really reached out and solicited some community
- 22 support, before we moved forward with this right
- 23 sizing plan, we could have avoided this.
- But I think this issue is such an
- 25 embarrassment, and such an unfair thing to do to that

- 1 community, and to those students, in the middle of the
- 2 year, to make these kind of musical chair changes --
- 3 yes, I understand when issues come up, we have to
- 4 address them, but some of this stuff could have been
- 5 avoided.
- 6 So I am asking that you make sure that we
- 7 articulate to that community that this is just a
- 8 temporary fix, and hopefully we will reopen that
- 9 process, to look at the entire community, and how it
- 10 will impact on that particular community.
- 11 And District wide.
- DR. LANE: Mr. Brentley, we will be,
- 13 obviously, keeping very close track of how things are
- 14 going, as we go through this change, and the students
- 15 that were at Westinghouse yesterday, getting a tour of
- 16 their new facility, were -- appeared to be, at least,
- 17 very pleased with what they saw.
- The facility itself looks great, and they
- 19 are going to have some tremendous opportunities there,
- 20 simply because of the additional things that will be
- 21 available to them.
- So, but obviously, we will be very
- 23 carefully monitoring how that situation goes.
- MR. BRENTLEY: And I can appreciate that,
- 25 but also, Doctor, on the flip side of that, we also

- 1 heard from those parents who are frightened.
- 2 "I have an 8th grader forced into a high
- 3 school environment, prior to the time that they are
- 4 supposed to be there."
- And, we also have to keep that in mind as
- 6 well.
- 7 So, you know, if I am not mistaken, that is
- 8 the first, across this city, that we have ever done
- 9 anything like this, because of some things we did not
- 10 take care of early on.
- 11 So, you know, I kind of feel for those
- 12 parents, don't know what exactly to tell them, but I
- 13 am just asking again, to the administration, please,
- 14 do not continue to put us in this situation.
- We take our time, and think things over in
- 16 other parts of the city, and other communities, before
- 17 we make changes, and don't just come into certain
- 18 communities and just snap your fingers, and say, "This
- 19 is what it is going to be."
- So it is unfair, and I don't know, I may
- 21 join my colleague as well, just possibly abstaining.
- It may be good for the better end of it,
- 23 but again we do have those concerns that we heard in
- 24 the public hearing, about those parents who are
- 25 frightened, and don't understand why we are making the

- 1 kind of changes.
- 2 So, thank you, very much.
- 3 DR. LANE: Thank you.
- 4 MR. ISLER: Any other questions?
- 5 Mr. Romaniello.
- 6 MR. ROMANIELLO: Thank you, Mr. President.
- 7 I just want to -- my vote will reflect the
- 8 outcome, but I will be voting no, with all due respect
- 9 to Mr. Chester, I know what you are saying, but we are
- 10 asking our rank and file employees, and some of the
- 11 other employees further down, to do more with less, so
- 12 some of these I won't be supporting, but it is still
- 13 with respect to your position on this.
- 14 Thank you.
- MR. ISLER: Hearing no other questions,
- 16 Mr. Weiss, can we have a roll call, please.
- MR. WEISS: Mr. Brentley?
- MR. BRENTLEY: Yes, on the report.
- And for not singling out individual items,
- 20° I will be abstaining on Addendum A, as well as
- 21 Addendum B.
- MR. WEISS: Mrs. Colaizzi?
- MS. COLAIZZI: Yes.
- MR. WEISS: Mr. Dowd?
- MR. DOWD: Yes.

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MR. WEISS: Mrs. Fink?
 1
 2
               MS. FINK: Yes.
               MR. WEISS: Mr. McCrea?
 3
               MR. McCREA: Yes.
 4
 5
               MR. WEISS: Mr. Romaniello?
               MR. ROMANIELLO: Yes, on the report as a
 6
   whole. On Addendum A, I will be voting no on b)
    through g), and at the bottom, under "Supplemental
 9
    Funds", a).
10
               MR. WEISS: Mr. Sumpter?
               MR. SUMPTER: Yes.
11
12
               MR. WEISS: Mr. Taylor?
13
               MR. TAYLOR: Yes, on the report as a
14
    whole. I am going to abstain on Addendum A, I am
15
    going to abstain on Addendum B, item No. A1.
               MR. WEISS: Mr. Isler?
16
               MR. ISLER: Yes.
17
18
               MR. WEISS: The report's approved.
19
               MR. ISLER: Thank you, Mr. Weiss.
20
               I assume, Mr. Camarda, that we will receive
21
    next month the financial statements?
22
               MR. CAMARDA: You will receive them in
23
    March, as we are closing our books through the
24
    accrual.
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MR. ISLER: Thanks.

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1 So it is the closing of the books for the
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- 2 fiscal year, that we double up in March.
- 3 Thank you, sir.
- There is a transfer of funds item, that has
- 5 been submitted by Mr. McCrea.
- Are there any questions?
- 7 Hearing none, Mr. Weiss, could we have a
- 8 roll call, please, on the Business and Finance
- 9 Committee transfer of funds from the general fund,
- 10 please.
- MR. WEISS: Mr. Brentley?
- MR. BRENTLEY: Yes.
- MR. WEISS: Mrs. Colaizzi?
- MS. COLAIZZI: Yes.
- MR. WEISS: Mr. Dowd?
- MR. DOWD: Yes.
- 17 MR. WEISS: Mrs. Fink?
- MS. FINK: Yes.
- MR. WEISS: Mr. McCrea?
- MR. McCREA: Yes.
- MR. WEISS: MR. Romaniello?
- MR. ROMANIELLO: Yes.
- MR. WEISS: Mr. Sumpter?
- MR. SUMPTER: Yes.
- MR. WEISS: Mr. Taylor?

- 1 MR. TAYLOR: Yes.
- 2 MR. WEISS: Mr. Isler?
- 3 MR. ISLER: Yes.
- 4 MR. WEISS: The report's approved.
- 5 MR. ISLER: There is a new business item I
- 6 would like to call the Board's attention to, it is
- 7 that we appoint Mr. Weiss, and the Law Offices of
- 8 Ira Weiss as our solicitor, under the terms of the
- 9 existing contract.
- 10 Are there any questions or concerns about
- 11 this?
- Mr. Brentley.
- MR. BRENTLEY: Yes.
- Mr. President, I want to point out the
- 15 third time this evening, the process that we used,
- 16 that does not go through the process of MBE/WBE, but
- 17 this is clearly a case here where we all have
- 18 supported Mr. Weiss, we know of his expertise.
- But, Mr. President, and with all due
- 20 respect to Mr. Weiss, I will be abstaining from this
- 21 new business item, until we, as a Board, can find a
- 22 way to simply open up the process for personal
- 23 contracts.
- Let me also say, again, because I sit
- 25 beside him every meeting, that we know that we have

- 1 one of the best around, but it is no -- it is not to
- 2 the individual, it is voting no against the process.
- 3 MR. ISLER: Mr. Taylor.
- 4 MR. TAYLOR: Yes.
- I understand, Mr. Brentley, we fight on
- 6 that constantly, about, again, making -- trying to get
- 7 more people into the table, more people who look
- 8 particularly like me and you, to get opportunity to
- 9 compete here at the Pittsburgh School District, and
- 10 it's been difficult, and probably when we finally
- 11 receive that study, that there is much work and effort
- 12 you put into it, and it is still very, very difficult,
- 13 but we can't give up.
- But, Ira Weiss is simply one of the best
- 15 people that we have working for the taxpayers in this
- 16 city and stuff.
- 17 He is very knowledgeable, as many people
- 18 said before, Ira wrote a lot of the laws and
- 19 regulations and policies that we have.
- But, he is someone, again, I think a lot of
- 21 people have a lot of confidence and a lot of trust in,
- 22 so I want to -- I am sure that the Board will support
- 23 him as our new solicitor, and I would like to be the
- 24 first to congratulate him for being appointed by the
- 25 Board as our new solicitor.

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Thank you.
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2
               MS. COLAIZZI: Thank you.
               MR. ISLER: Thank you.
3
               Any other questions or comments?
4
               I will be conducting this roll call.
5
               Mr. Weiss gave me the roll call paper, but
6
   did not give me his pen to work with.
7
8
               Mr. Brentley?
               MR. BRENTLEY: I will be abstaining,
9
   Mr. President, not against my good friend, Mr. Weiss,
10
11
    but once again, against the process.
               MR. ISLER: Thank you, Mr. Brentley.
12
13
               MR. BRENTLEY: Thank you.
               MR. ISLER: Mrs. Colaizzi?
14
15
               MS. COLAIZZI: Yes.
               MR. ISLER: Mr. Dowd?
16
17
               MR. DOWD: Yes.
               MR. ISLER: Mrs. Fink?
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19
               MS. FINK:
                          Yes.
20
               MR. ISLER: Mr. McCrea?
21
               MR. McCREA: Yes.
22
               MR. ISLER: Mr. Romaniello?
23
               MR. ROMANIELLO: Yes.
24
               MR. ISLER: Mr. Sumpter?
               MR. SUMPTER: Yes.
25
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- 1 MR. ISLER: Mr. Taylor?
- 2 MR. TAYLOR: Yes.
- 3 MR. ISLER: And Mr. Isler votes yea.
- 4 The item, new business item carries with
- 5 8 yeses and 1 abstention.
- 6 Mr. Weiss, would you like to say anything
- 7 to the Board at this time, sir.
- MR. WEISS: To quote Mr. Taylor, I will be
- 9 brief.
- I would like to thank the Board for this
- 11 support this evening.
- I have had the privilege working with this
- 13 District for 12 years, starting a tax assessment and
- 14 exception representation program, and growing into
- 15 what it is now.
- It also gives me the rare opportunity to
- 17 now represent, over the years, two of the largest
- 18 governmental units in the state, Allegheny County, and
- 19 now the School District of Pittsburgh.
- That's a -- both a significant task, and a
- 21 humbling one, and I want to thank you for your
- 22 support, and I look forward to many successes.
- Thank you.
- MR. TAYLOR: And congratulations.
- MR. ISLER: Congratulations, Mr. Weiss.

- I don't know if any of us want to comment
- 2 on whether or not he upheld Mr. Taylor's "I will be
- 3 brief statement," but I will let that go.
- 4 MR. TAYLOR: (Inaudible.)
- 5 MR. ISLER: I was taking time.
- Are there any other new business items, or
- 7 any other information to be brought before the Board
- 8 at this time?
- 9 Mr. McCrea.
- MR. McCREA: I want to plug some students
- 11 at Rogers CAPA.
- I was at the Southwestern Veterans Regional
- 13 Personal Care Home the other day, and they painted a
- 14 mural on some of the walls on that building that is
- 15 just phenomenal.
- If you ever get a chance to go out to
- 17 Highland Drive and see that, it is well worth the
- 18 trip.
- I think they got national recognition for
- 20 it, I am not sure.
- 21 But it is great.
- MR. ISLER: Thank you, Mr. McCrea, for
- 23 bringing that to our attention.
- 24 Any other questions or comments?
- Hearing none, can I have a motion to

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adjourn?
1
               MR. TAYLOR: Move.
3
               MR. ISLER: Do we have a second?
4
               MS. COLAIZZI: Second.
               MR. ISLER: It has been moved and seconded.
5
               All those in favor signify by saying aye.
6
               (Thereupon, there was a chorus of ayes.)
7
               MR. ISLER: Opposed?
8
9
               (No response.)
               The meeting is adjourned.
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11
              (Thereupon, at 8:48 p.m., the Legislative
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   Meeting was concluded.)
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2	I Purcha C. Propins the undersioned de levelu
3	I, Eugene C. Forcier, the undersigned, do hereby
4	certify that the foregoing fifty-four (54) pages are a
5	true and correct transcript of my stenotypy notes
6	taken of the Legislative Meeting held in the
7	Pittsburgh Board of Public Education, Administration
8	Building, Board Room, on Wednesday, January 24, 2007.
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12	Le. Z
13	Eugene C. Forcier, Court Reporter
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