MINUTES

Meeting of: February 24, 2009

Call of the Meeting: Legislative Meeting

Members Present: Heather Arnet, Mark Brentley, Theresa Colaizzi
Jean Fink, Sherry Hazuda, William Isler, Floyd
McCrea, Thomas Sumpter, and Randall Taylor

The following matters were received and acted upon.

Actions taken are recorded following the reports.
EXECUTIVE SESSIONS

Legislative Meeting of February 24, 2009

In addition to executive sessions announced at the legislative meeting of January 21, 2009, the Board met in executive session on February 16 and immediately before this legislative meeting to discuss various personnel matters that may include, but are not limited to: positions opened and closed, and disciplinary matters.

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.
ROLL CALL

Approval of the Minutes of the Meeting of January 21, 2009

Announcement of Executive Sessions

Committee Reports
1. Committee on Education
2. Committee on Business/Finance

Personnel Report
3. Personnel Report of the Superintendent of Schools

Budget Matters
4. Budget Transfer

New Business

Roll Call
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 subparagraph 1 through 15 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. RESOLVED, That the Board accept a grant award from Verizon Foundation for Advancing Literacy for the amount of $10,000. Pittsburgh Carmalt Academy of Science and Technology has been awarded a grant through the Verizon Foundation for Advancing Literacy. The grant in the amount of $10,000 will be used to enrich the existing reading program by adding a "Meet the Author" component to compliment the students' instruction. All students will receive novels to be read at home and will be discussed during the school day. Then each grade will get to meet the author via distance learning. There will be accountable talk sessions during the school day to connect with the at home reading. The students will prepare questions and meet with the author of the
book that they read. The novels will be selected in collaboration with the school librarian.

The funding period shall run from February 25, 2009 to January 1, 2010.

2. RESOLVED, That the Board accept a grant award from America on the Move in Pittsburgh for the amount of $4,000. To support materials, supplies, and training fees to implement a yoga program at Pittsburgh Schaeffer. This program is aligned with the District's physical education and health curriculum and the District's wellness policy—both of which emphasize the importance of developing lifelong habits of health and movement by encouraging children and adults to engage in noncompetitive, as well as competitive, sports and recreation. Pittsburgh Schaeffer pursued this funding opportunity as part of the America on the Move in Pittsburgh Challenge, which is a call to all Pittsburghers to increase their health outcomes by improving individual fitness and adopting healthier nutrition choices. Partners in the America on the Move in Pittsburgh Challenge include: University of Pittsburgh, UPMC Health Plan, Del Monte Foods, HJ Heinz, and KDKA-TV. The grant will be presented formally by KDKA-TV at a school wide assembly on a date to be determined, which will include media coverage.

The funding period shall run from February 25, 2009 to January 28, 2010.

3. RESOLVED, That the Board accept a grant award from PA Department of Education for the amount of $353,856. The Alternative Education for Disruptive Youths funding provides support to the District's Alternative Education programming goals for students in grades 6 thru 12. The goals include: 1) offer a comprehensive array of academic and supportive services for students in academic and/or behavioral crisis; 2) utilize prevention, intervention and outreach services to ensure that all students have the means necessary to achieve success both in the school and community; and 3) develop academic esteem and positive citizenship to ensure that students are prepared to meet the demands of comprehensive education.

This funding provides additional support staff at the Student Achievement Center and is used to purchase and operate NovaNET the on-line learning system for students in all the high schools. It is also used to contract services with needed community agencies to provide necessary interventions for students in behavioral crisis.
The grant award letter was received January, 2009 from PA Department of Education. Program activity is allowable to begin July 1, 2008.

The funding period shall run from July 1, 2008 to June 30, 2009.

4. RESOLVED, That the Board accept a grant award from PA Department of Education in the amount of $14,000. The following Title I schools made AYP for at least two (2) consecutive years. In recognition of this accomplishment the Pennsylvania Department of Education has awarded fourteen (14) schools Title I Academic Achievement funding to be used in their buildings. The schools are: Pittsburgh Allegheny K-5, Pittsburgh Banksville PreK-5, Pittsburgh Dilworth PreK-5, Pittsburgh Frick 6-9, Pittsburgh Fulton PreK-5, Pittsburgh Greenfield K-8, Pittsburgh Liberty K-5, Pittsburgh Linden K-5, Pittsburgh Phillips K-5, Pittsburgh Rogers CAPA 6-8, Pittsburgh Roosevelt PreK-5, Pittsburgh Spring Hill K-5, Pittsburgh Sterrett 6-8 and Pittsburgh Whittier K-5.

This funding can be utilized to support the school's Title I program.

The funding period shall run from July 1, 2008 to September 30, 2009.

5. RESOLVED, That the Board accept a grant award from PA Department of Education in the amount of $2,196,000. School Improvement funding has been awarded to Title I schools that are in some form of School Improvement. The grant is awarded to support each school's Getting Results School Plan to help students improve academically so they may meet or exceed the State standards. The schools included in this grant are Pittsburgh Allegheny 6-8, Pittsburgh Arsenal PreK-5, Pittsburgh Arsenal 6-8, Pittsburgh Brashear, Pittsburgh Carrick, Pittsburgh Faison PreK-8, Pittsburgh Fort Pitt PreK-5, Pittsburgh King K-8, Pittsburgh Langley, Pittsburgh Lincoln K-8, Pittsburgh Miller PreK-8, Pittsburgh Murray PreK-8, Pittsburgh Oliver, Pittsburgh Peabody, Pittsburgh Perry, Pittsburgh Rooney 6-8, Pittsburgh Schaeffer K-8, Pittsburgh Schenley, Pittsburgh Schiller 6-8, Pittsburgh South Hills 6-8, Pittsburgh Stevens K-8, Pittsburgh Sunnyside K-8, Pittsburgh Weil PreK-8, and Pittsburgh Westinghouse.

This grant will support additional instructional time for basic and below basic students by extended learning activities or schedule modifications as well as academic interventions provided through technology assisted instruction, small group instruction or tutoring.
The funding period shall run from December 5, 2008 to September 30, 2010.

6. RESOLVED, That the Board accept a grant award from the Heinz Endowments in the amount of $500,000. Funds are awarded in support of the Culturally Responsive Arts Education Program (CRAE) in our schools. This is the second grant award from the Endowments in support of this program. The first grant award of $500,000 (Grant #C0062) was received and accepted by the Board of Education at its January 23, 2008, legislative meeting (see item #2 Proposals/Grant awards) to support costs of a Project Manager and initial development and design costs from January 24, 2008 through June 30, 2010 for CRAE. This new, second award (#B8901) will support CRAE’s implementation from July 1, 2009 through June 30, 2012 in the three school sites chosen for CRAE. The three school sites will be announced in February 2009 and were chosen as a result of an RFP process open to all schools in the District.

The aim of CRAE is to improve intercultural understanding and relationships among students and staff and to contribute to the closing of the District’s African American Achievement Gap through integrating culturally responsive arts education into instruction. Artists in residence, guest performers, and classroom embedded opportunities will be provided to engage students in a variety of multicultural arts education opportunities that will advance students academically as well as personally.

The funding period shall run from July 1, 2009 to June 30, 2012.

7. RESOLVED, That the Board accept a grant award from the PA Department of Community and Economic Development in the amount of $20,000. This is an extension of the 2+2+2 "Workforce Pipeline Program" which was awarded to the Pittsburgh Technology Council/Catalyst Connection in 2003 and is renewed annually. The grant includes support for the Pittsburgh Perry High School biotechnology initiative to assist in maximizing the academic achievement of one hundred (100) students in the school’s science education program. Specifically, funds will be used to purchase science equipment and supplies for the biotechnology course.

Students (10th and 11th graders) self-select into the biotechnology course. These students exhibit a distinct interest in science and are particularly engaged by the hands-on and inquiry-based approach which distinguishes this course of study from others. The teaching strategies incorporated into this course motivate our students to learn and assists them in advancing their skills in preparation for higher education.
The funding period shall run from March 1, 2009 to June 30, 2009.

8. **RESOLVED**, That the Board accept a grant award from The Fund for Excellence in Pittsburgh Public Schools in the amount of $511,000. Funds are awarded to support a fourth and final year of support to complete the development of a rigorous core curriculum—a major goal in Excellence for All. Although this is the fourth year of the curriculum work, this is the first time the FFE has been asked to support curriculum development work directly. This award also aligns fully with Excellence for All’s focus on providing strong, systemic professional development, closing racial disparities in academic achievement and improving student achievement overall. The ability to guide the implementation of curriculum at the classroom level is a performance requirement of coaches and also a supervisory requirement of principals. Therefore, the creation of a strong core curriculum also assists the District in developing strong instructional leaders and teachers.

Funds will support the following costs for a contract with the Institute for Learning to complete current curriculum work:

1. Math 6-12 Intended curriculum revisions and 60% on-site support: $156,000
2. English Language Arts Continued revisions to core curricula: $100,000
3. Science: Development of K-5 curriculum and revisions to 6-12: $55,000
4. Disciplinary Literacy Course: Copyright cost and district curriculum writer training: $200,000

The funding period shall run from July 1, 2009 to June 30, 2010.

9a. **RESOLVED**, That the Board accept a grant award from The Fund for Excellence in Pittsburgh Public Schools in the amount of $113,000. Funds are awarded to renew salary support for one (1) Excel 9-12 Specialist - Mathematics. Please see attached additional information for the scope of work of this specialist.

This is one of three curriculum specialists—1 Mathematics, 1 English/Language Arts, 1 Social Studies—for which have received support from the FFE. The three curriculum specialists will assist the District in creating a full-choice system of high schools that will encourage our students to stay engaged and to graduate with a diploma. To this end, the three specialists will:

1) work with the Office of Strategic Initiatives and the Office of Curriculum, Instruction and Professional Development to design and implement new themed school curriculum, as well as
2) provide district enhancements and support to the core curriculum courses.
3) design and provide comprehensive professional development.
4) participate on teaching and learning teams
5) work to develop as part of the professional development model professional learning communities

The funding period shall run from July 1, 2009 to June 30, 2010.

9b. RESOLVED, That the Board accept a grant award from The Fund from Excellence in Pittsburgh Public Schools in the amount of $100,000. Funds are awarded to renew salary support for one (1) Excel 9-12 Curriculum Specialist - English Language Arts. Please see attached additional information for the scope of work of this specialist.

This is one of three curriculum specialists—1 Mathematics, 1 English/Language Arts, 1 Social Studies—for which have been awarded support from the FFE. The three curriculum specialists will assist the District in creating a full-choice system of high schools that will encourage our students to stay engaged and to graduate with a diploma. To this end, the three specialists will:

1) work with the Office of Strategic Initiatives and the Office of Curriculum, Instruction and Professional Development to design and implement new themed school curriculum, as well as
2) provide district enhancements and support to the core curriculum courses.
3) design and provide comprehensive professional development.
4) participate on teaching and learning teams
5) work to develop as part of the professional development model professional learning communities

The funding period shall run from July 1, 2009 to June 30, 2010.

9c. RESOLVED, That the Board accept a grant award from The Fund for Excellence in Pittsburgh Public Schools in the amount of $113,000. Funds are awarded for salary support for one (1) High School Reform Curriculum Specialist - Social Studies. Please see attached additional information for the scope of work of this specialist.

This is one of three curriculum specialists—1 Mathematics, 1 English/Language Arts, 1 Social Studies—for which we have been awarded support from the FFE. The three curriculum specialists will assist the District in creating a full-choice system of high schools that will encourage our students to stay engaged and to graduate with a diploma. To this end, the three specialists will:

1) work with the Office of Strategic Initiatives and the Office of Curriculum,
Instruction and Professional Development to design and implement new themed school curriculum, as well as
2) provide district enhancements and support to the core curriculum courses.
3) design and provide comprehensive professional development.
4) participate on teaching and learning teams
5) work to develop as part of the professional development model professional learning communities

The funding period shall run from August 1, 2009 to July 31, 2010.

10. RESOLVED, That the Board accept a grant award from The Fund for Excellence in Pittsburgh Public Schools in the amount of $112,700. Funds are awarded to support the design, training, and implementation of a new system of teacher evaluation supporting professional growth—a system consisting of an improved process and tools for evaluation (including observing and conferring), and the necessary professional development and support for the new system’s implementation. This work is aligned with Excellence for All’s emphasis on accountability for results. Currently, the District is working with a similar tool to improve principal leadership performance. That tool is competency based and is linked to evidence of performance. The tool for teacher evaluation will be constructed similarly in collaboration with the Pittsburgh Federation of Teachers (PFT) at the table. The PFT has been part of the early discussions on this already, and is supportive of this collaborative partnership.

The District will work with a consultant, Paula Bevan, to develop this system. Dr. Bevan previously worked with ETS and was the consultant who worked with the District to develop the current principal evaluation system. Dr. Bevan has national experience working with school districts around designing and implementing effective, research-based models of teacher evaluation that support continual professional growth. Working with Dr. Bevan, the District will base its teacher evaluation system on the Charlotte Danielson Framework for Teaching Model—a model the PA Department of Education adopted several years ago. Funds requested here also will support the District’s and Dr. Bevan’s work with a consultant from the Danielson Consulting Group.

The funding period shall run from March 1, 2009 to February 28, 2010.

11. RESOLVED, That the Board accept a grant award from The Fund for Excellence in Pittsburgh Public Schools for $110,300. Funds are awarded to support a second year (12 months) of costs associated with the salary of an ALA Literacy Coach who will work with principals, curriculum officers, and America’s Choice
representatives in order to ensure the America's Choice Design continues to be integrated with the District's Core Curriculum Initiatives and sustained by the principals and teachers in the ALAs. This request is the second year of a three-year ALA coach salary the Fund for Excellence has been asked to support.

The funding period shall run from July 1, 2009 to June 30, 2010.

12. RESOLVED, That the Board accept a grant award from The Fund for Excellence in Pittsburgh Public Schools for $238,050. Funds are awarded to support integration of PPS' CTE Technical Programs curricula and PA's Vocational Education Standards: this includes: 1) hiring a curriculum coordinator, 2) paying for teacher curriculum writers, and 3) professional development. Approximately 70% of District CTE Programs do not comply with PA Vocational Education Standards (Chapter 339) as revealed in the December 2008 findings from a PA Dept. of Education (PDE) on-site Chapter 339 Evaluation of the District. The following areas must be addressed:

(1) District CTE curricula are not integrated with PA Academic Standards for Mathematics; Reading, Writing, Speaking and Listening; Science and Technology; and Career Education and Work (CEW). In addition, curricula are not competency-based (i.e., based on the skills and knowledge a student must acquire in order to successfully perform in a particular job);

(2) District CTE curricula does not meet the minimum time requirement of 1,080 hours of vocational program instruction by the end of the program sequence; and

(3) Some PPS CTE programs are not classified as High Priority Occupations on regional or state lists.

The funding period shall run from March 1, 2009 to August 31, 2010.

13. RESOLVED, That the Board accept a grant award from The Fund for Excellence for $134,710. Funds are awarded to integrate Career Education and Work (CEW) Standards District curricula at specific grade levels (3, 5, 8 and 11). CEW Standards describe what students should know and be able to do at these specific grade levels across four areas of knowledge: 1) career awareness and preparation, 2) career acquisition, 3) career retention and advancement, and 4) entrepreneurship. Grant funds will support costs of teacher workshop rates for curriculum writing and professional development training, text books and materials to support:

• integrate CEW standards with the District's Social Studies Curriculum (grades 3–7);
• implement a year-long career education course for 8th grade students that engage students in the process of developing an individual career plan portfolio;
• integrate CEW standards with the District’s High School Math, Science and Communications Curricula;
• provide of professional development to the appropriate teachers on the integration of CEW Standards with instruction; and
• provide professional development to the appropriate teachers on the implementation of a career education curriculum at the 8th grade level.

Grant funds will support costs of curriculum writers (including teachers), professional development, and texts/supplemental materials for Career Choices—the 8th Grade text. (NOTE: CEW Standards describe what students should know and be able to do at grade levels 3, 5, 8 and 11 across four areas of knowledge: career awareness and preparation, career acquisition, career retention and advancement, and entrepreneurship.)

Funding period shall run from March 1, 2009 to August 31, 2010.

14. RESOLVED, That the Board accept a grant award from Fund for Excellence in the amount of $150,000. Funds are requested to support the costs of consultants and training from The Consortium on Racial Equity in K-12 Education, a partnership between Pacific Educational Group, Inc., and West Wind Education Policy, Inc. Funds will support consultative services to: 1) develop a shared understanding through open conversations about race and the factors that support learning and that perpetuate disparities in achievement, 2) develop a shared plan to address those factors, and 3) train Equity Coaches who will act as trainer-of-trainers to school building staff to carry out this plan. Coaches will be current staff—principals, teachers—who volunteer for this role. The work will be infused into their current duties. This work enhances Excellence for All so the District will have strategies in place that are specific to racial disparities. Having open conversations about race is a first, essential step to building viable strategies. Consultants will work with a team of stakeholders to establish:
   1. New knowledge, attitudes, and beliefs about the role race plays in schools and school systems;
   2. District processes and procedures that have been adjusted through the lens of equity;
   3. Identification of policies and procedure which may inadvertently contribute to the disparity.
   4. A sustainability plan that merges this work with existing school reform efforts in Pittsburgh.

The consultant firm was chosen based on Dr. Lane's and her Academic Cabinet's review of experts in this area. This firm had the greater expertise and proven effect among the other firms and was chosen as the recommended consultant.

Funding period shall run from March 1, 2009 to February 28, 2010.
15. **RESOLVED,** That the Board’s submission of an application to PennCORD (Pennsylvania Coalition for Representative Democracy) in the amount of $14,000. To support innovative projects in 8 high schools (see attached for schools) around the District’s new 9th Grade Civics course--Civics: Be the Change! Each high school will receive up to $1,000 mini-grant to develop a project that involves students in at least one of the following:
* direct instruction in government, history, law, and democracy;
* opportunities for students to have discussions of current local, national, and international issues and events, especially those that young people feel are important to their lives;
* student opportunities to apply what they learn through performing community service that is linked to the formal curriculum and classroom instruction;
* extracurricular activities that provide opportunities for students to get more involved in their school and/or community;
* opportunities for students to lend their voice in school governance; that is, to give students more of an opportunity to participate in the management of their classrooms and/or schools;
* student participation in simulation of authentic democratic processes and procedures such as voting, trials, legislative deliberation and diplomacy.

The funding period shall run from February 1, 2009 to June 30, 2009.

**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 16 through 21, inclusive.

16. Office of Child Development and Learning – That the Board authorize the Early Childhood Program to enter into a contract with the Office of Child Development and Early Learning (OCDEL) to collect and retrieve child outcome data from the online Work Sampling System and Ounce Online Systems for preschool children enrolled in the Early Childhood Program. The Work Sampling System is a vital tool that documents a child’s knowledge, behavior, and academic accomplishments.

This is a requirement of the Accountability Block Grant (ABG), Head Start, and Head Start Supplemental Assistance Program (HSSAP) grants approved March 26, 2008.
The operating period shall be from February 25, 2009 to June 30, 2009. The rate of payment shall be $8.60 per child, total cost shall not exceed $12,000 payable from account #s 4000-18H-1800-329 ($2,640), #4800-19H-1800-329 ($7,200) and #4800-20H-1800-329 ($2,160).

17. 21st Century Grant - Faison Arts Academy – That the Board authorize the District to contract with a team of contractors to provide the life skills and cultural enrichment component of the grant.

Coordinated by the District's Pittsburgh Youth Intervention Project, the program's ongoing refinement is directed by input from Pittsburgh Faison principals, teachers, parents and students.

At the December 2006 legislative meeting, the Board accepted a 21st Century Community Learning Centers grant to implement an afterschool academic, cultural and life skills enrichment program at Pittsburgh Faison.

The operating period shall be from February 25, 2009 to December 31, 2009. The rate of payment varies per month, total cost shall not exceed $74,500 payable from account #s 4810-13F-2122-330 ($60,000) and #4810-14H-1190-330 ($14,500).

18. Pacific Educational Group and West Wind – That the Board authorize the closing of racial disparities not only a priority of the District's Reform agenda- Excellence for All- it is also a requirement of the District's Conciliation Agreement with the Advocates for African American Youth in the Pittsburgh Public Schools, and is a central strategy in the District’s Strategic Plan. While we believe that our core strategies are powerful, we also believe that it is important to have strategies in place that are specific to racial disparities. A big effort is for us to have honest and open conversations about race and learning and the self-reflection that is a part of that process. These conversations will establish an initial basis of:

1. New knowledge, attitudes, and beliefs about the role race plays in schools and school systems
2. District process and procedures that have been adjusted through the lens of equity
3. Identification of policies and procedures which may inadvertently contribute to the disparity
4. A sustainability plan that merges this work with existing school reform efforts in Pittsburgh
The operating period shall be from March 1, 2009 to February 28, 2010. The rate of payment per completion, total cost shall not exceed $150,000 payable from account #4000-25K-2814-329.

19. Sam Donovan – This project is divided into two parts, equal in scope with two sets of deliverables.

The first project requires modifying and supplementing the existing biology section of the 9th Grade Great Problems Course being developed for the Science & Technology Academy that includes Designer Bacteria, a design based unit from University of Pittsburgh. The overarching goals of this work will be to provide a clear conceptual mapping of the various topics and skills covered in approximately 10 weeks of instruction and provide resources to support teachers' work doing classroom lesson planning. The project does not include the other parts of Great Problems.

The second project involves mapping the various topics and skills to be covered in the six quarter-length courses that make up the core of the Academy’s Body & Behavior (Life Science) concentration and the semester long Advanced Science course that is the culmination of this sequence. This development builds on the work already done by the Academy team and paves the way for the development of daily lesson plans.

The operating period shall run from March 1, 2009 to May 31, 2009. The rate of payment shall be $65 per hour, payable from account #4021-19J-2220-340.

20. 3 Rivers Connect – That the Board authorize 3 Rivers Connect (3RC) to provide technical assistance in updating and creating new files for the community resource guides included in each student's school handbook. School handbooks are distributed to all students and parents district-wide as a part of the District's Welcome Back to School program implemented at the beginning of each school year. 3RC will update and create new files for the 2-page city-wide resource guide for our magnet schools and Early Childhood Parents. 3RC will also update the community resource guides for each non-magnet school which includes a map and directories of information including afterschool programs and family support services in the community for each school in the district. The information will also be available online via the District's website.

The operating period shall run from March 27, 2009 to July 2009. The rate of payment shall be $75 per hour, the total cost shall not exceed $12,500 payable from account #1700-010-2823-340.
21. Mary Pat Valentino - That the Board authorize Ms. Mary Pat Valentino to provide consultant services to the Career and Technical Education Division. Ms. Valentino will assist 12th grade Cosmetology students to pass the Pennsylvania Board of Cosmetology Operators License Examination.

The operating period shall be from March 2, 2009 to May 29, 2009. The rate of payment shall be $40 per hour, total cost shall not exceed $4,800 payable from account #4800-18J-2120-329.

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 22 through 37, inclusive.

22. Deborah Lanzo – That the Board of Directors authorize payment to Deborah Lanzo to conduct several two-hour Work Sampling online trainings for Early Childhood teachers and coaches to learn how to use the new assessment tool which documents the skills, knowledge, behavior, and academic accomplishments of preschool children throughout the school year. The training will be held sometime between March 19, 2009 and June 30, 2009.

This training is a requirement of the Pennsylvania Pre-K Counts (PA PKC) grant, originally approved by the Board of Directors on March 26, 2008.

The operating period shall be between March 19, 2009 and June 30, 2009. The total cost shall not exceed $1,000 including expenses, payable from account #4000-17K-1806-324.

23. Early Childhood/Basketball Tournament – That the Board of Directors authorize payment for the Recruitment Basketball Tournament sponsored by the Early Childhood Male/Fatherhood Involvement Committee. This event will engage fathers/significant males to collaborate between a common goal while utilizing activities for children and families to reinforce knowledge gained in class.

This event will also serve as a recruitment/registration tool for the Early Childhood Program. The event will be held sometime between February 25,
2009 and July 31, 2009 at **Pittsburgh Allegheny**. The costs associated with this event include food/refreshments, a tote bag filled with educational activities for the children, and certificates/trophies for basketball tournament participants.

The operating period shall be between February 25, 2009 and July 31, 2009. The total cost shall not exceed $2,000 payable from account #s 4801-19H-1806-599 ($750), #4801-19H-1806-610 ($750) and #4801-19H-1806-635 ($500).

24. **Point Park University** – That the Board of Directors authorize payment to Point Park University for additional work completed for the Pre-K through Third Grade crosswalk of standards. Additional support was provided by the University for organizing and producing the final document for the crosswalk.

This work is funded through the PNC Foundation grant, which was approved by the Board of Directors at the October 24, 2007 Legislative meeting. This grant supports the Pittsburgh Public Schools Standards/Curriculum Crosswalk for Pre-K through 3 Project.

The total cost shall not exceed $2,000 payable from account #4001-03G-2260-599.

25. **Pittsburgh-Mt. Oliver Intermediate Unit** – That the Board of Directors authorize payment to the Pittsburgh-Mt. Oliver Intermediate Unit for parentally placed children with disabilities attending private schools. These schools are entitled to a proportional calculation of federal funds as required by IDEA 611. There are 76 students (61 in city parochial schools and 15 in city private schools) for a total of 1.07%. The total of this action is $88,782.00 -1.07% of the $8,290,627 IDEA 611 allocation.

The total cost shall not exceed $88,782 payable from account #5500-13J-1321-323.

26. **Charter Schools** - That the Board of Directors authorize payment to the following Charter schools for flow-through entitlement of federal IDEA Section 611 funds. The Charter Schools had 274 students on the December 2007 Child Count for Special Education. The charter schools will receive approximately $1,059.54 per child receiving School Age Special Education programs and services as reported in December 2007. This is required by the IDEA 611 fund. The total cost shall not exceed $290,313.96. The following are the list of schools and amounts to be
paid to each school: Academy Charter School (39 students at $1,059.54/student = $41,322.06; Career Connections (61 students at $1,059.54/student = $64,631.94); City Charter High School (78 students at $1,059.54/student = $82,644.12); Manchester Academic Charter School (29 students at $1,059.54/student = $30,726.66); North Side Urban Pathways (49 students at $1,059.54/student = $51,917.46); and Urban League (18 students at $1,059.54/student = $19,071.72).

The total cost shall not exceed $290,313.96 payable from account #5500-13J-2990-323.

27. Speech/Language Clinicians – That the Board of Directors authorize additional work at workshop rate for 4 Speech/Language Clinicians to work no more than 50 hours each reviewing student files and/or evaluating 400 students transitioning from Early Intervention to determine whether or not Speech/Language services will be provided in 2009-2010 school-age programs.

The total cost shall not exceed $4,664 payable from account #5125-11J-1225-124.

28. Carnegie Museum of Art/The Art Connection Program – That the Board of Directors approve tuition payment for participation by 5th through 9th grade PPS students in The Art Connection Program at the Carnegie Museum of Art. The Art Connection is a two semester program that mirrors the academic calendar. In 2008 nearly 100 PPS students participated in the Saturday Art Connection program. The cost of this program for the general public is $215 per student. Because the Carnegie Museum of Art scholarship funds subsidize the cost of the program for PPS students, we receive a discounted price of $100 per student per year. This relationship between PPS and Carnegie Museum of Art has been in existence since at least 1928. Students are nominated by their art teachers for participation based on classroom performance, quality of art projects, participation in district-wide all-city art exhibits, student interest, parent support, and involvement in extracurricular art activities. These dollars will support up to 100 PPS students.

The total cost shall not exceed $9,100 payable from account #4600-010-2360-323.

29. NEED/Historical Black College Tour – That the Board of Directors authorize Pittsburgh Westinghouse High School to pay for the cost of Historical Black College tour for six 10th and 11th grade students at Pittsburgh Westinghouse
High School. The tour, sponsored by NEED, will take place April 11 - 18, 2009. The costs are as follows:

Total trip cost per student: $500
6 proposed students cost to Pittsburgh Westinghouse High School $3,000

Students attending the tour will be selected based upon the following criteria:
Successful completion of NEED HBUC application (2.0 GPA and Letter of Recommendation). No more than 3 suspension days in both 9th and 10th grade Recommended from members of Instructional Cabinet.

The total cost shall not exceed $3,000 payable from account #4327-297-3210-599.

30. Westinghouse High School/Senior Prom – That the Board of Directors authorize Pittsburgh Westinghouse High School to pay for the cost of the Class of 2009 Senior Prom. The Senior Prom, sponsored by the class of 2009, will take place June 5, 2009 at the Churchill Valley Country Club. This activity will be an incentive for 12th grade students who were advanced or proficient on the 2008 PSSA. They received this opportunity in the entire senior class PSSA participation initiative at the beginning of the school year.

The total prom costs are $3,000 which covers the admission (ticket price) for students.

31. Holy Trinity Hall – That the Board of Directors authorize payment to Stratwood Caterers a total of $3,643.25 for Pittsburgh Oliver High Schools’ annual awards banquet on Wednesday, May 20, 2009. This banquet promotes parental engagement and provides an opportunity to showcase student success during the 2008-2009 school year.

Cost for the banquet is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>125 people at $24.70 per person</td>
<td>$3,087.50</td>
</tr>
<tr>
<td>Service Charge</td>
<td>$ 555.75</td>
</tr>
<tr>
<td>Total</td>
<td>$3,643.25</td>
</tr>
</tbody>
</table>

The total cost shall not exceed $3,643.25 payable from account #4317-297-3210-635.
32. **Educational Testing Services** – That the Board of Directors authorize **Pittsburgh Brashear** High School to absorb the cost of the Advanced Placement Exams for all AP students. Absorbing the costs of the tests will increase the number of students taking the AP exam. The costs are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>AP enrollment</td>
<td>120</td>
</tr>
<tr>
<td>Students eligible for fee waiver</td>
<td>35</td>
</tr>
<tr>
<td>Total Number of paid testers</td>
<td>85</td>
</tr>
<tr>
<td>Total Cost $76.00/exam x 85 students</td>
<td>$6,460</td>
</tr>
</tbody>
</table>

The total cost shall not exceed $6,460 payable from account #4329-297-1190-599.

33. **After School Detention Program** – That the Board of Directors authorize payment for up to two teachers to monitor the after school detention program from 3:45 - 5:15 PM one day per week at **Pittsburgh CAPA** High School from March through June, 2009. Teachers will be paid at the prevailing workshop rate of $23.32 with a total not to exceed $1,800.

The total cost shall not exceed $1,800 payable from account #4303-614-3210-138.

34. **CAPA/Purchase Refreshments** – That the Board of Directors authorize payment to purchase refreshments of danish, yogurt, water, vegetables, fruit, meat, pizza, and pretzel snacks for **Pittsburgh CAPA** students, parents, staff, and arts community supporters throughout the months of March through June 2009. Arts and academic activities at Pittsburgh CAPA High School will include student and parent meetings, PSSA family prep sessions, incentives and rewards, parent/community meetings, planning sessions, student work exhibitions and performances, in-services, 6-12 preparation, and professional development sessions identified in the Excellence for All reform initiative that supports student achievement, mentoring, progress monitoring, student recognition, parental engagement, and staff and community relations.

The total cost shall not exceed $6,000 payable from account #s 4303-614-1100-634 ($1,000), #4303-297-1190-634 ($1,500) and #4300-03E-1490-635 ($3,500).

35. **9th Grade Transition Program** – That the Board of Directors authorize payment to Camp Guysuta, transportation to the Camp, food and other supplies associated with the transition program. The 9th Grade Nation Transition Program is a key
component of Excel. 9-12 - 9th Grade Initiatives. This will be the third year of implementation.

This program is designed to facilitate a successful transition from the 8th grade at K-8 and Middle Schools to the 9th grade. Students will participate in a 9th Grade Nation Pittsburgh Promise and Family Orientation on September 2nd, a full day of orientation and transition activities on the first day of school, September 3rd and a one full day field trip at Camp Guyasuta between September 4th and 18th. The program begins the year long strategies to include the following not all inclusive list: orientation to the high school environment, introduction to academic courses, graduation requirements, overview of career development programs, success and time management strategies, conflict resolution, team building, leadership development, extracurricular opportunities, career planning, and health and wellness.

The total cost shall not exceed $96,348 payable from account #s 4021-010-1100-519 ($15,000), #4021-010-1100-599 ($44,750), #4021-010-1100-610 ($20,248), #4021-010-1100-634 ($11,000), #4021-010-1100-640 ($1,000), #4021-010-1100-530 ($1,850) and #4021-010-1100-550 ($2,500).

36. ESL Program – That the Board of Directors authorize payment for translation services to assist the English as a Second Language Program maintain compliance with state and federal education guidelines for parents and students who do not have English as their first language. The ESL program retains interpreters to assist with verbal needs such as enrollment, parent meetings and teacher conferences. The ESL program retains translators to provide written communication with parents as appropriate. The frequency of the translator/interpreter assignments and number of translators needed depends upon student enrollment, new documentation and correspondence generated at the District level and any special circumstances that arise with individual students. Individuals are contacted through community service agencies such as Jewish Family and Children's Services and Catholic Charities. The rate of payment is $25.00 per hour.

The total cost shall not exceed $15,000 payable from account #4600-010-2260-340.

37. Testing/Purchase Refreshments – That the Board of Directors authorize Pittsburgh Mifflin to purchase refreshments for the students in grades 3 thru 8 during the PSSA testing and for the students in grades 1 and 2 for the Terra Nova testing. Refreshments will follow the healthy guidelines by the Pittsburgh School District. (Was moved from General Authorization)
The total cost shall not exceed $1,000 payable from account #4153-614-1100-634.

General Authorization

38. **PPS/Nisar Health and Human Services**
RESOLVED, That the Board of Public Education of the School District of Pittsburgh accept a proposal and enter into an agreement with Nisar Health and Human Services to provide mental health services in the school, home and community settings. The mental and behavioral health needs of some of our Pittsburgh Public School students require servicing through a more intense, diverse and flexible school and agency collaboration.

This partnership will broaden the array of existing Student Support Services with the goal of more effectively and promptly reaching students whose needs fall outside of the scope of traditional school-based mental health partnership services. Students will remain connected to school while receiving therapy and support in the school, home and community.

This approval and acceptance will constitute approval for any Pittsburgh Public School that wants to use this service.

39. **Reinstitute Health Partnership Agreement**
RESOLVED, That the Board of Public Education of the School District of Pittsburgh reinstitute the formerly adopted Health Partnership Agreement between Children's Hospital of Pittsburgh of UPMC/Ronald McDonald Care Mobile and Miliones Middle School, now University Prepatory School at Margaret Milliones. This Health Partnership was adopted at the July, 2002 Legislative Meeting.

All contents of the formerly adopted partnership proposal remain the same, including the services that will be provided.

40. **Perry/Costa Rica**
RESOLVED, That the Board of Education of the School District of Pittsburgh approve authorization for seven students and two staff members of Pittsburgh Perry to travel to Costa Rica. This trip was open to all Perry students but only seven chose to participate. The trip is an all-inclusive educational tour. At this time, the students have already paid for their trips. Preparation for the trip is goal-
oriented; students get a tremendous sense of accomplishment when working to earn the money to pay for the trip. Once abroad, students develop a better appreciation for the differences and the similarities between the cultures of our country and the foreign land. They develop this appreciation from an economic, historical and sociological perspective. Trips such as these also heighten their tolerance of others, not only in a different culture, but in ours as well. The dates for the trip are April 2 - April 9, 2009. Students will obtain passports prior to the trip. Parents were notified of all travel arrangements through meetings, emails, phone calls and direct correspondence with the travel company (ACIS). The students are very excited about this trip, and have worked (along with their family members and friends) very hard to raise the money. The cost of the trip per student is $2,601.00. Students have been participating in fundraisers to raise funds to pay for their trip. All costs will be absorbed solely by the students. There will be no cost to the district.

41. **Allderdice/Spain**

RESOLVED, That the Board of Education of the School District of Pittsburgh authorize Dr. David Ghogomu, World Language teacher at **Pittsburgh Allderdice** High School to travel abroad to France and Spain with eight students from school. The trip was open to all Pittsburgh Allderdice students. Travel abroad enhances a child’s education in many ways. Preparation for the trip is goal-oriented; students get a tremendous sense of accomplishment when working to earn the money to pay for the trip and when applying themselves in the target language to have a better sense of the language and culture. Students develop a better appreciation for the differences and the similarities between the cultures of our country and the foreign land from an economic, historical and sociological perspective. Trips such as these heighten their tolerance and perspective of others not only in a different culture but translate into the same for people here at home.

The dates for the trip are April 5-14, 2009. Students will obtain passports prior to the trip. Parents are being notified of all travel arrangements through meetings and emails.

The cost per student is $2,629. Students can participate in fundraisers to raise funds to pay for their trip. A payment plan will be arranged for students through the tour group. All costs will be absorbed solely by students. There will be no cost to the district.

42. **Comparative Religion Pilot Course**

RESOLVED, That the Board of Education of the School District of Pittsburgh approve an upper level social studies pilot course on Comparative Religion. This
would be piloted as a semester long course offered both semesters at **Pittsburgh Allderdice** High School for the 2009-2010 school year. Many students have expressed interest in a mainstream Comparative Religion course. This course would give upper level high school students another social studies elective option. This semester course is designed to give students the opportunity to explore the distinct role Western and Eastern religions have played throughout history. Specifically this course addresses how distinct religions emerged, what their beliefs systems are, how historical events have played a role in their organizations, how distinct sects formed, what philosophical underpinnings they addressed, and their role in modernity. This class will examine the Western monotheistic religions of Judaism, Christianity and Islam, and will also look at the Eastern religions of Hinduism, Buddhism, Sikhism, Taoism and Confucianism. The text selected for this pilot is Living Religions: A Brief Introduction 2nd Edition. This book was chosen because it covers the content this course teaches. It historically chronicles the development of Judaism, Christianity, Islam, Hinduism, Buddhism, Sikhism, Confucianism and Taoism. The text examines the beliefs of each religion and explores the evolution of the religions’ practices. Contemporary issues are included which relate to issues in the world today. This course will be evaluated through pre and post surveys asking the students about why they took the course and what they learned as a result of the course. Students will take a pre and post test based on religions as a way to measure student learning. In addition the social studies supervisor will monitor student enrollment for both semesters to determine if there is a sustained interest for this course. After the course is evaluated, it will be determined if this course will be offered to all Pittsburgh Public High Schools for the 2010-2011 school year. Total cost of this action will not exceed $2,000 as each student will receive a textbook.

The total cost shall not exceed $2,000 payable from account #4000-010-1100-640.

43. **Women’s Studies Pilot Course**

RESOLVED, That the Board of Education of the School District of Pittsburgh approve a social studies pilot course on Women’s Studies. This would be piloted as a semester long course offered both semesters at **Pittsburgh Allderdice** High School for the 2009-2010 school year. Many students have expressed interest in a Women’s Studies course. This course would give upper level high school students another elective option. This course will examine the impact of historical events on the lives of women in the United States and the contributions of women in shaping American society. A major focus will be a survey of society’s definition of the nature and role of women, the actual conditions of women, and the feminist response to intellectual, social, economic and political problems. The text selected for this pilot is Major Problems in American Women's History 4th Edition. This book was chosen for the pilot
because it is widely used by colleges, rigorous textbook series that provides an excellent combination of primary source documents coupled with essays addressing various historical issues. This in turn will encourage critical thinking about history. This course will be evaluated through pre and post surveys asking the students about why they took the course and what they learned. Students will also take a pre and post test based on women's history as a way to measure student learning. In addition, the social studies supervisor will monitor student enrollment for both semesters to determine if there is a sustained interest for this course. After the course is evaluated, it will be determined if this course will be offered to all Pittsburgh Public High Schools for the 2010-2011 school year. Total cost of this action will not exceed $2,500 as each student will receive a textbook.

The total cost shall not exceed $2,500 payable from account #4000-010-1100-640.

44. Health Instruction/Health Curriculum and Sex Education

RESOLVED, That the Board of Education of the School District of Pittsburgh approve the 2008-2009 Health Committee's recommendation for Comprehensive Sexuality Education as the districts K-12 sexual education policy.

45. Health Curriculum

RESOLVED, That the Board of Education of the School District of Pittsburgh approve instructional materials to support 6-12 health instruction and health curriculum as recommended by the 2008-2009 Health Committee. The committee recommends the purchasing of Glencoe's Teen Health Book 1 (6th Grade), Book 2 (7th Grade) and Book 3 (8th Grade) for all k-8s and middle schools. Each school will receive one to two classroom sets (30-60 copies) as well as a classroom set of the supplemental Healthy Relationships. In addition, the health committee recommends the purchase of Glencoe's Making Life Choices and Meeks Heit's A Teen's Guide to Sexuality textbooks for the high school health curriculum. As part of the textbook adoption to support the 6-12 health curriculum, Glencoe will provide two LCD projectors to each high school to capitalize on the technology aspects of the adoption including the ESpotlight Videos.

In addition to the middle grade Teen Health and high school Making Life Choices textbooks, the committee also recommends for board approval the adoption of the FLASH curriculum (Family Life and Sexual Health) as supplemental to the recommended textbooks to support comprehensive sexuality education aligned with the recommended district policy. Family Life and Sexual Health "FLASH" is a published curriculum that is comprehensive, in line with the SIECUS Guidelines, and of good quality. The FLASH curriculum is developed and published by Public Health--Seattle & King County (WA).
The total cost shall not exceed $300,000 payable from account #4000-010-1000-640.

46. **Parent and Family Involvement Policy**
RESOLVED, That the Board of Education of the School District of Pittsburgh adopt the revised 2009 Parent and Family Involvement Policy. This document outlines the District’s expectations for parent and family involvement and describes how the District will implement provisions, assign responsibility and evaluate effectiveness. This document is reviewed annually by a diverse group of parents and updated to reflect current research and best practices in family involvement.

47. **CTE Partnership/National Foundation for Teaching Entrepreneurship (NFTE)**
RESOLVED, That the Board of Education of the School District of Pittsburgh enter into a partnership agreement between the Career and Technical Education department and the National Foundation for Teaching Entrepreneurship--Greater Pittsburgh. The National Foundation for Teaching Entrepreneurship (NFTE) provides entrepreneurship education programs to young people from low-income communities to enable every young person to find a pathway to prosperity. NFTE aims to educate young people in the workings of our economy, what place they can have in it, and how they can access and create opportunities to improve their lives.

Activities/services include NFTE certification for the teacher, professional development opportunities, 25 lesson plans, NFTE instructional materials, guest speakers, and student presentation of their individual business plan. The NFTE regional and national business plan competitions offer monetary incentives for motivated students. This will be at no cost to the Board.

48. **Teaching and Academic Research Center (STAR)**
RESOLVED, That the Board of Education of the School District of Pittsburgh enter into a partnership between **Pittsburgh Peabody’s** Health Careers program and West Penn Health System. Health Career II students will engage in internship experiences centered on West Penn’s state of the art Simulation, Teaching and Academic Research Center (STAR). The STAR Center trains nursing and allied health professionals, medical residents, practicing clinicians, researchers in addition to other health care providers. As reinforcement to instructional activities in the PPS Health Careers curriculum, students will work directly with patient simulators that breathe, talk, bleed, cough and wheeze, have a blood pressure, heart beat, pulse; and speak many languages fluently.
Students will spend four periods per week at West Penn involved in these activities under the direction of hospital staff and the health careers instructor.

49. **Quest International Charter School**

RESOLVED, That the Board of Education of the School District of Pittsburgh denies the Quest International Charter School application.

Based upon the criteria described in section 1717-A(e)(2) of the Charter School Law, the Quest International Charter School Review Team’s recommendation is to deny the application for the following reasons:

1. Failure to set educational goals for all students
2. Failure to detail the methods for assessing whether students are meeting educational goals
3. Failure to develop complete, comprehensive curriculum for all grade levels and subjects proposed
4. Failure to demonstrate that the plan to meet the needs of students with disabilities complies with IDEA
5. Failure to develop a deliverable professional development plan and calendar
6. Failure to demonstrate a viable financial plan
7. Failure to develop a governance structure and Board of Trustees in compliance with the Charter School Law
8. Failure to demonstrate expanded choice in the types of educational opportunities currently being offered by Pittsburgh Public Schools
9. Failure to serve as a model for other public schools

50. **Community Service Leadership Development Charter School**

RESOLVED, That the Board of Education of the School District of Pittsburgh denies the Community Service Leadership Development Charter School application.

Based upon the criteria described in section 1717-A(e)(2) of the Charter School Law, the Community Service Leadership Development Charter School Review Team’s recommendation is to deny the application for the following reasons:

1. Failure to demonstrate sustainable support from community members and groups where the proposed charter wishes to locate
2. Failure to identify strategies to be used to meet annual measurable goals
3. Failure to develop a complete, comprehensive plan to incorporate the best practices and habits of practice identified by the PA Department of Education
4. Failure to develop a plan to identify or assess the educational goals related to gender-based instructional practices
5. Failure to develop a comprehensive professional development plan connected to the proposed “gender-based instructional practices” focus of the school
6. Failure to develop curriculum for all grade levels and subjects proposed
7. Failure to demonstrate that the plan to meet the needs of students with disabilities complies with IDEA
8. Failure to demonstrate expanded choice in the types of educational opportunities currently being offered by Pittsburgh Public Schools
9. Failure to serve as a model for other public schools

51. Amendment/The Heinz Endowments

RESOLVED, That the Board of Education of the School District of Pittsburgh amend Item #3, Proposals/Grant Awards, Committee on Education, Legislative Meeting of September 26, 2007, to expand the time period of the grant from October 2008 to June 30, 2009.

Original Item:
Submission of a proposal for $75,000 from The Heinz Endowments for a one year period to: 1) create and issue a semi-annual parent newsletter as a means of conveying a consistent voice and accurate information on the District's reform efforts to build a system of excellence that reaches every PPS parent, with costs for the newsletter estimated at $53,714; and 2) provide a pool of innovation funds for school-level minigrants to encourage schools to create customized parent and family engagement activities that meet the unique needs of their particular parents and align with the District's reform efforts; with costs of the minigrant program estimated at $21,286. The funding period shall run from October 26, 2007 to October 26, 2008.

Amended Item:
Submission of a proposal for $75,000 from The Heinz Endowments for a one year period to: 1) create and issue a semi-annual parent newsletter as a means of conveying a consistent voice and accurate information on the District's reform efforts to build a system of excellence that reaches every PPS parent, with costs for the newsletter estimated at $53,714; and 2) provide a pool of innovation funds for school-level minigrants to encourage schools to create customized parent and family engagement activities that meet the unique needs of their particular parents and align with the District's reform efforts; with costs of the minigrant program estimated at $21,286. The funding period shall run from October 26, 2007 to June 30, 2009, so that the work can be completed as follows:

Authorization to release the minigrant awards to five schools to support development of best practices in parent engagement around Promise Readiness. These school minigrant awards have come forward through a competitive RFP process that was made available to all schools in the District. The RFP was designed to elicit innovative parent involvement initiatives that enable students to become “Promise-ready.” Successful applicants were chosen based on a rubric that was part of the RFP. Applications were reviewed by a five-person panel of
Central Office staff with expertise in parent engagement. Each member of the panel rated each proposal independently using the same rubric. The top five rated proposals were chosen to receive awards. Minigrant awards were available up to $5,000. Final award amounts total $21,260 and reflect the budgets submitted by the schools, adjusted to the amount of funds actually available.

Awardees will implement their designs during the spring semester of 2009, and will submit final reports by July 1. Designs, lessons learned, and results from these schools will become part of a "best practices" resource bank available to other District schools for future replication.

That the Board of Education commends these schools for their efforts and thanks the Heinz Endowments for supporting this opportunity for District schools, and for extending the funding period from October 2008 to June 30, 2009 so that this work could be completed.

Reason for Amendment:
To approve the change in funding from October 26, 2008 to June 30, 2009 and the selection of the five schools to receive the minigrant awards.

52. Donation of Tickets Pitt Women’s Basketball

RESOLVED, That the Board of Education of the School District of Pittsburgh accept an anonymous donor’s gift of 50, $1 tickets that the donor made available to interested Pittsburgh Schenley students for the January 30, 2009, Pitt women’s basketball "Pack the Pete" event. These tickets were made available just before the January 30 event. The District did not receive notification of this offer until after the January 21, 2009, Board Legislative Meeting, hence the retroactive nature of this acceptance. Gift value of $50.

53. Donation from U.S. Department of Energy’s National Energy Technology Lab

RESOLVED, That the Board of Education of the School District of Pittsburgh accept a donation to Pittsburgh Allderdice High School’s Biology Department from the U. S. Department of Energy's National Energy Technology Laboratory to be used for the primary purpose of improving math and science education in public schools. That this donation is in the form of $90,607 of equipment, specifically the following:

* Balance, Top-Loading (scale): valued at $2,022
* Water Purification System: valued at $1,637.97
* Chromatograph: valued at $14,852.30
* Microscope Polarizing Research Reflected Light: valued at $64,730.03
* Titrator: valued at $7,364.75
NOTE: Values shown above are the book value provided by the U.S. Department of Energy's National Energy Technology Laboratory for each inventory item listed.

That the Board extends its appreciation to the U.S. Department of Energy's National Energy Technology Laboratory for this gift and also for the Department's continued commitment to improving mathematics and science education opportunities for Pittsburgh Public Schools' Students.

54. **Donation from Council State Representative Wheatley's Office**

RESOLVED: That the Board of Education accepts the following donations to University Prep at Margaret Milliones in support of student/parent recognition.

- Hill District Education Council State Representative Wheatley's office for the donation of funds to support the student/parent recognition event.
- Ira Weiss Law Firm - donation of funds to support the student/parent recognition event.

Donations not to exceed $3,000.00

FURTHER RESOLVED: That the Board extends its thanks and appreciation to these donors.

FINALLY RESOLVED: That the Board approves the District's proper officers to continue to accept donations from individuals and organizations toward University Prep 6-12 at Margaret Milliones to supplement the cost of functions for students and families.

55. **Amendment/Pittsburgh Young Leaders Academy Program**

Amendment to an item previously adopted by the Board of Directors Committee on Education on October 22, 2008, Item 50.

Original Item:

That the Board of Education of the School District of Pittsburgh authorize to permit the students at Pittsburgh Carrick 9-12, Pittsburgh Langley 9-12, Pittsburgh Peabody 9-12, Pittsburgh Oliver 9-12 and Pittsburgh Westinghouse 9-12 to participate in the Pittsburgh Young Leaders Academy program. The Pittsburgh Young Leaders Academy seeks to complement the 9th Grade Nation Goal: Relevance-All students will be connected to their school through extracurricular activities and service learning projects. The Program is being funded predominately by a United Way Foundation grant of $200,000 and will be administered by Pittsburgh Cares, who also designed this experiential, service learning program.
Amended Item:
The Board of Education of the School District of Pittsburgh authorize to permit the students at Pittsburgh Carrick 9-12, Pittsburgh Langley 9-12, Pittsburgh Peabody 9-12, Pittsburgh Oliver 9-12 and **Pittsburgh Brashear 9-12** to participate in the Pittsburgh Young Leaders Academy program (PYL). The Pittsburgh Young Leaders Academy seeks to complement the 9th Grade Nation Goal: Relevance-All students will be connected to their school through extracurricular activities and service learning projects. The Program is being funded predominately by a United Way Foundation grant of $200,000 and will be administered by Pittsburgh Cares, who also designed this experiential, service learning program.

Reason for Amendment:
**A change in location from Pittsburgh Westinghouse to Pittsburgh Brashear due to the principal opting out of the program.** Professional development sessions will be offered for this program at the cost not to exceed $35,000.00 from account line 4000-22F-2271-324.

56. **Amendment/David Lawrence Convention Center**
Amendment to an item previously adopted by the Board on October 22, 2008, Committee on Education, Item #52

Original Item:
Board authorization is requested to make the necessary arrangements with the David Lawrence Convention Center (1000 Ft. Duquesne Blvd, Pittsburgh, PA 15222) in order to accommodate approximately 3,000 PPS employees for a common half day professional development session on January 27, 2009 for a total cost not to exceed $89,000.00. Having all District professional staff together at one time will build coherency and continuity around the district-wide academic initiatives as we support and commit to ensuring that students will be Promise-Ready. The rental fee for the space, including staging and skirted tables of $26,000.00 will be paid to SMG; the cost of $58,000.00 for labor and equipment for audiovisual (including large projectors, lighting and microphones) will be paid to Three Rivers Entertainment; the cost of $4,000 for 8 concession stands will be paid to Levy Restaurants in the event that each of the 8 registers do not reach $500 in sales.

Amended Item:
Board authorization is requested to make the necessary arrangements with the David Lawrence Convention Center (1000 Ft. Duquesne Blvd, Pittsburgh, PA 15222) in order to accommodate approximately 3,700 PPS employees for a common half day professional development session on January 27, 2009 for a total cost not to exceed $92,161.00. Having all District professional staff together at one time will build coherency and continuity around the district-wide academic
initiatives as we support and commit to ensuring that students will be Promise-Ready. The rental fee for the space, including staging and skirted tables of $27,660.00 will be paid to SMG; the cost of $57,420.00 for labor and equipment for audiovisual (including large projectors, lighting and microphones) will be paid to Three Rivers Entertainment; the cost of $7,081.00 for 10 concession stands will be paid to Levy Restaurants in the event that each of the 10 registers do not reach $500 in sales.

Reason for Amendment:
To increase the total cost from $89,000 to $92,161 in order to accommodate 700 more employees. When the decision was made to invite all PFT employees, including employees in support positions who could also benefit by attending the event, our number of employees increased by 700 (from 3,000 employees to 3,700 employees).

57. Student Suspensions, Transfers and Expulsions

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

a. ___79___ students suspended for four (4) to ten (10) days;
b. ___0___ students suspended for four (4) to ten (10) days and transferred to another Pittsburgh Public School;
c. ___5___ students expelled out of school for eleven (11) days or more;
d. ___0___ students expelled out of school for eleven (11) days or more and transferred to another Pittsburgh Public School.

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

Respectfully Submitted,
Thomas Sumpter, Chairperson
Committee on Education
Board Action Information Sheet

Additional Information:

Urban Youth Action, Warner Center, 333 Forbes Avenue, First Floor, Pittsburgh, PA 15222 - $60,000. While after school staff positions will continue to be offered to PPS Staff, based on past experience regarding recruitment for after school programs at Faison Arts Academy, it is anticipated that we will need to recruit additional education staff to achieve the goals and objectives outlined in the grant (qualified teaching/support professionals will be hired at the same wages of PPS Staff).

$60,000 @ $6,000 per month + expenses.

Western PA Humane Society of Pittsburgh, 1101 Western Avenue, Pittsburgh, PA 15233 - $6,000.00. The Humane Society will work with students to teach Life Skills through providing care for animals. Various animals will be presented to students. Students will learn what is needed for the animals to be healthy, clean and "happy".

$6,000.00 @ $150.00 per session X 2 sessions per week X 20 sessions.

Center of Life, 161 Hazelwood Street, Pittsburgh, PA 15207, $8,500.00, students will participate in cultural enrichment instruction. The COL will explore student interest and provide visual art instruction, model introduction, and community opportunities to reach desired goals and objectives.

$8,500.00 @ rate of $850 per month + expense.
Board Action Information Sheet

Additional Information:
Name of School Address Number of Students Amount to be Paid:

Academy Charter School
900 Agnew Rd
Pittsburgh, PA 15227
39 Students $41,322.06

Career Connections
4412 Butler Street
Pittsburgh, PA 15201
61 Students $64,631.94

City Charter High School
717 Liberty Avenue, 9th Floor
Pittsburgh, PA 15222
78 Students $82,644.12

Manchester Academic Charter School
1214 Liverpool Street
Pittsburgh, PA 15233
29 Students $30,726.66

North Side Urban Pathways
Center 914 Penn Avenue
Pittsburgh, PA 15222
49 Students $51,917.46

Urban League of Pgh Charter School
327 North Negley Avenue
Pittsburgh, PA 15206
18 Students $19,071.72
### 135. COMPREHENSIVE SEXUALITY EDUCATION

1. **Purpose and Goals**

   This Policy reflects the Board’s commitment to provide students from kindergarten through high school with sexuality health education that:
   - is comprehensive;
   - is age appropriate;
   - is medically accurate;
   - emphasizes abstinence as the expected norm and the only protection that is 100% effective against unintended pregnancy, sexually transmitted infections, and HIV when transmitted sexually; and
   - does not exclude information required to provide instruction designed to promote a wholesome and comprehensive understanding of the emotional, psychological, physiological, hygienic and social responsibility necessary for successful relationships and family life.

2. **Parental/Guardian Consent**

   Prior to the commencement of instruction, the district shall publicize the detailed curriculum outlines and curricular materials to be used in conjunction with classroom instruction. This information will be available to parents and guardians during normal school hours or at teacher-parent conferences. Parent(s) or guardian(s) have the right to withdraw his/her child from sexuality education classes at any time with notice to the school. Curricular materials, if practical, shall be made available by the district for home instructional use by a parent or guardian if the student has been excused from any portion of the district’s Sexuality Education course.

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**SCHOOL DISTRICT OF PITTSBURGH**

**SECTION:** PROGRAMS No. 135  
**TITLE:** COMPREHENSIVE SEXUALITY EDUCATION  
**ADOPTED:** February 24, 2009

**REVISED:**
### 3. Definitions

**Comprehensive Sexuality Education.** Developmentally appropriate sexuality education, articulated kindergarten through twelfth grade, providing students with adequate and accurate information on human sexuality; preparing students to deal responsibly with social, physical, emotional and mental aspects of human sexuality. Curriculum will cover six major categories: Human Development, Healthy Relationships, Personal Skills, Sexual Behavior*, Sexual Health, Society and Culture. More specific content includes anatomy, human reproduction, decision making, body image, gender roles, attitudes, orientation and stereotypes, risk reducing behaviors and decision making, and pregnancy and STD prevention (both abstinence and contraception).

Comprehensive Sexuality Education has the following characteristics:

- Teaches complete and accurate, developmentally, age and gender appropriate information;
- Includes information in six major categories: Human Development, Healthy Relationships, Personal Skills, Sexual Behavior*, Sexual Health, Society and Culture;
- Teaches that abstinence is the only 100% certain method of pregnancy and STD prevention;
- Stresses the value of abstinence, while not ignoring students who have had or are having sex;
- Explores risk and risk reduction behaviors along with responsible decision making, including how to avoid unwanted verbal, physical, and sexual advances and how alcohol and drug use can affect one's ability to make responsible decisions;
- Provides accurate information about the health benefits and side effects of all contraceptives and barrier methods as a means to prevent pregnancy and/or STDs, including HIV. (Does not include contraception distribution or demonstrations);
- Uses materials and instruction that are research based, medically accurate and free of fear and shame based strategies;
- Is taught by trained, qualified instructors;
• Requires ongoing training and professional development opportunities for those responsible for teaching sexuality education; and

• Encourages open communication between parents and teens on the issues addressed by comprehensive sexuality education.

*Sexual Behaviors will be discussed in the context of STDs and under no circumstances will students be taught how to engage in these behaviors. Behaviors will be discussed in terms of scientific facts and consequences only.

Any school may retain the services of an outside consultant to supplement its comprehensive sexuality education program, consistent with state law and district policy for hiring independent contractors. However, any outside consultant must first be approved by the Office of Curriculum, Instruction and Professional Development (CIPD).

If an outside provider is unable to offer services which align within the guidelines outlined in this policy, the consultant will not be permitted to provide services within Pittsburgh Public Schools.

References:

School Code – 24 P.S. Sec. 1-111, 15-1511, 15-1512

State Board of Education Regulations – 22 PA Code Sec. 4.4, 4.11, 4.12, 4.21, 4.22, 4.23, 4.29

Board Policy – 102, 105, 107, 818
Section I—Parent and Family Involvement General Provisions, Expectations, and Definitions

This policy shall establish the role of the Pittsburgh School District in involving parents and families and clarifies the relationship between the school's role in parent and family participation and the role of the parent and family. While the District's Parent and Family Involvement Policy largely defines mandated legal parental involvement provisions as stipulated by federal law, the District also realizes that many other adults play an important role in a child's life. The School District welcomes into its buildings all individuals who carry responsibility for a child's development, education and well-being, including grandparents, aunts, uncles, neighbors, and community members. It shall not only reflect the School District's mission of promoting the achievement of every child but shall establish a framework for recognizing the value of parents and families and for promoting meaningful parent and family participation. The Board of Education recognizes that a child's education is a responsibility shared by the school and family. To support this goal, the school, parents and families must work as knowledgeable partners. All employees of the District at each school must create a climate of respect for and cooperation with parents and family that will be evident in all parent, family, teacher, and staff interactions.

The Pittsburgh School District not only recognizes parents and families as key stakeholders in their children's education, but prioritizes parent and family involvement as a key component of its beliefs and shared District goals as adopted by the Board of Education in its "Excellence for All" plan for student achievement.

DECLARATION OF BELIEFS

- All children can learn at high levels.
- Teachers have a profound impact on student development and should have ample training, support, and resources.
- Education begins with a safe and healthy learning environment.
- Families are an essential part of the educational process.
- A commitment from the entire community is necessary to build a culture that encourages student achievement.
- Improvement in education is guided by consistent and effective leadership.
- Central office exists to serve students and schools.

SHARED DISTRICT GOALS TO GUIDE ALL WORK

- Maximum academic achievement for all students;
- A safe and orderly environment for all students and employees;
- Efficient and effective support operations for all students, families, teachers, and administrators;
- Efficient and equitable distribution of resources to address the needs of all students, to the maximum extent feasible; and
- Improved public confidence and strong parent/community engagement.
School District of Pittsburgh
Parent and Family Involvement Policy

The No Child Left Behind Act clearly states its purpose as ensuring all children the opportunity to obtain a high quality education and acknowledges that one of the primary ways to accomplish this is by “affording parents substantial and meaningful opportunities to participate in the education of their children.” ESEA Section 1001(12)—20 USC 6301(12) this policy shall bring the District into compliance with No Child Left Behind provisions that specifically recognize parent and family involvement as a research-based educational practice that yields high results. This policy shall cover the involvement of all parents and families across any federal, state, or local programs being implemented in the District. The District recognizes and respects the wide variety of ways in which parents/families can be involved—whether District-initiated, school-initiated, or parent-initiated. This policy shall serve as written documentation of the Pittsburgh School District’s commitment to ensure parents and families are welcomed, engaged, and valued as stakeholders in the education of their children. The District will incorporate this Parent and Family Involvement Policy into its Local Education Agency (LEA) plan which is the required plan submitted to the state in its application to obtain Title I and other federal funding.

The Elementary and Secondary Education Act shall be referred to as ESEA. The United States Code shall be referred to as USC. A local education agency shall be referred to as LEA, which indicates a School District for this policy.

The term “parent” refers to a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child’s welfare). ESEA Section 9101(31)—20 USC 7801(31) This definition of “parent” shall be used as reference for this policy. The Pittsburgh School District also believes in the importance of “families” as other adults who play an important role in a child’s life.

The District recognizes the definition of parent involvement as provided for in the No Child Left Behind General Provisions Section: ESEA Section 9101(32)—20 USC 7801(32) The term “Parent Involvement” means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring:

- That parents play an integral role in assisting their children’s learning;
- That parents are encouraged to be actively involved in their children’s education at school;
- That parents are full partners in their children’s education; and
- That parents are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child.

The Pittsburgh School District not only embraces the definition of parent involvement as defined in the No Child Left Behind Act, but further expands that definition to include diverse, ongoing, meaningful activities and opportunities that are designed to engage a range of parents and families throughout the school year. Some of these activities shall be focused on helping parents and families help their own children succeed academically, while others engage parents and families in the process of school improvement.

All efforts in the District shall be guided by extensive research that consistently links parental and family involvement with student success. Grounded in research and practical experience and around which programs will be implemented are six (6) components framed as the national PTA’s National Standards for Family-School Partnerships: Welcoming all families into the school, Communicating effectively, Supporting student success, Speaking up for every child, Sharing power and Collaborating with community. These national standards have been endorsed by the National School Boards Association and will be endorsed by the Pittsburgh Board of Education upon adoption of this document.

Parents and families are welcome and encouraged to attend all public sessions of the Pittsburgh Board of Education and may speak on issues related to agenda items at the monthly public hearing. Information on dates, times, and the process for being placed on the agenda can be provided through the Office of the Superintendent or the Board Office. Individual board members may be contacted through the Board Office.

Pittsburgh School District
Approved: March 21, 2007
School District of Pittsburgh
Parent and Family Involvement Policy

Section II—Policy Development and Dissemination

The District shall develop jointly with, agree on with, and distribute to, parents and families of participating children this written Parent and Family Involvement Policy. The policy shall be incorporated into the local District’s LEA plan developed under ESEA, establish the School District’s expectations for parent and family involvement, and describe how the District will implement provisions. ESEA, Section 1118(a)(2)—20 USC 6318(a)(2)

If the required District plan is not satisfactory to the parents and families of participating children, the School District shall submit any parent or family comments with the District plan upon submission to the state. ESEA, Section 1118(b)(4)—20 USC 6318(b)(4)

The District authorized a “District Public Engagement Policy Committee” to jointly develop this policy. Invited to participate were parents, organizations, and community members. A series of open meetings were held during which members brainstormed, reviewed the NCLB Act, reviewed current District policy and policies from other Districts, examined successful and unsuccessful experiences, attended workshops with leading national researchers such as Joyce Epstein, participated in the Governor’s Institute for Parental Involvement in Harrisburg, and came to consensus on a suggested policy. Members of the committee were exposed to a variety of facilitators during this process including District personnel, parents, RMC Research Corporation, and the Education Law Center’s School Reform Network.

In carrying out this policy, the District shall provide, to the extent practicable, full opportunities for the participation of parents and families with limited English proficiency, parents and families with disabilities, and parents and families of migratory children, including providing information and school reports in a language such parents and families can understand. ESEA, Section 1118(f)—20 USC 6318(f)

The District shall also provide speech and hearing interpreters for parent-teacher conferences, Parent School Community Council meetings, and other activities as requested and deemed necessary.

This Parent and Family Involvement Policy shall be distributed annually to parents and families. Parents and families shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language that parents and families can understand. The policy shall be made available to the local community and updated periodically—with the involvement of parents and families—to meet changing needs. ESEA Section 1118(b)(1)(2)(3)—20 USC 6318(b)(1)(2)(3)

The District will conduct, with parents and families, an annual evaluation of this Parent and Family Involvement Policy through the Division of Communications and Marketing. (This process is specified in Section III of this policy.)
Section III—Accountability, Responsibility, and Evaluation

Within the administration of the Pittsburgh School District, there are several divisions/offices that have primary responsibility and accountability for implementing and monitoring provisions and initiatives of the District’s Parent and Family Involvement Policy:

- The Division of Communications and Marketing, under the direction of the Office of the Chief of Staff;
- The Office of Curriculum and Instruction, the Office of Professional Development, and the Office of School Management, under the direction of the Deputy Superintendent; and
- The Funding and Compliance Office, under the direction of the Assistant to the Superintendent for NCLB Compliance.

The Division of Communications and Marketing, in collaboration with the Office of Curriculum and Instruction and the Office of School Management, bears the primary responsibility for fostering programs, activities, and procedures for the Parent and Family Involvement Policy at the District level. It is the responsibility of the Division of Communications and Marketing to develop, facilitate, and coordinate large-scale events and provide key support and resources for parent involvement.

The Funding and Compliance Office has responsibility and is accountable for all federal programs including Title I. As such, this office has the primary responsibility for ensuring compliance with the District’s Parent and Family Involvement Policy inclusive of all Pittsburgh public schools, not just schools qualifying for Title I assistance. (Refer to Section VII of this policy outlining the complaint process for all concerns/alleged violations regarding Title I and parent involvement.)

The District supports professional development opportunities for staff members, parents and families to enhance understanding of effective parent and family involvement strategies which lead to student achievement and student improvement. The Division of Communications and Marketing, through the Office of Professional Development, will support the development of teaching curricula and training programs on parent and family involvement and best practices within the District and in the higher education community. These ongoing training programs will enable parents, families, teachers, District administrators, principals, and staff opportunities to increase their knowledge and skills in communicating with and engaging parents.

The District recognizes the importance of administrative leadership in setting expectations and will work with its administrators to enforce this policy. Principals bear the primary responsibility for ongoing parent and family involvement at the school level. Principals will work with classroom teachers to assure that they offer meaningful opportunities for parents and families to be full partners in their children’s education principals will be held accountable for fostering parent and family involvement in their schools, as defined in Section I of this policy. Parent and family involvement will be maintained as an essential part of school climate review under the “Getting Results” plan. Principals, teachers, and staff members will be encouraged to select at least one individual goal to enrich parent and family involvement. This selection will become part of each annual individual evaluation. All employees will be held accountable for parent involvement by their immediate supervisor.

This policy shall be reviewed annually as part of all staff development, including administrative and support staff. The review shall also be a part of all orientations for new staff within the schools.

The District encourages parents and families to become actively engaged with teachers and administrators at the onset of their children’s school careers. To foster this goal, the District will promote the integration of early childhood programs as a primary strategy to ensure parents and families are involved in and aware of school readiness and opportunities for involvement.
School District of Pittsburgh
Parent and Family Involvement Policy

All parents and families will be asked to share responsibility with the District for:

- Communication between the home and school on an ongoing basis;
  ESEA 1118(d)(2)—USC 6318(d)(2)
- Support of their children's learning, such as monitoring attendance, homework completion, and television watching, and positive use of extracurricular time;
  ESEA 1118(d)(1)—USC 6318(d)(1)

In order to facilitate parent and family responsibility for monitoring homework, attendance and academic achievement, the District and individual schools need to foster routine and frequent communications between the District/schools and families. Of paramount importance is a computer-based, information-sharing system by which parents and students can monitor homework, attendance, grades, test scores and academic achievement. An information sharing system, such as a web-based Parent Portal that is designed to allow parents, teachers and students to interact, needs to be utilized by all schools to the maximum extent possible. A parent, student and teacher committee shall be formed, with the assistance of the Division of Communications and Marketing, to evaluate the utilization of parent, student and teacher "portals". The committee shall also identify obstacles to its use and try to seek solutions. In order to further the stated goals, the parent, student and teacher committee shall work with the Office of Information and Technology or other designated Departments or staff necessary to maximize results.

- Participating in decisions relating to the education of their children;
  ESEA 1118(d)(1)—USC 6318(d)(1)
- Participating in all parent-teacher conferences;
  ESEA 1118(2)(A)—USC 6318(d)(2)(A)
- Responding to school notices and requests by deadlines given; and
- Providing for the health and well-being of their children including, but not limited to, discipline, nutrition, and hygiene.

As shared responsibility for high student academic achievement, each Title I school shall jointly develop with parents and families a school-parent-family compact that outlines how parents, families, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school, parents and families will build and develop a partnership to help children achieve the state's high standards. ESEA 1118(d)—USC 6318(d) Since the District's mission is to encourage the involvement of all parents and families, school-parent-family compacts shall also be part of the parent and family involvement process at schools not eligible for Title I assistance.

The District will conduct, with parents and families, an annual evaluation of the content and effectiveness of the Parent and Family Involvement Policy in improving the academic quality of its schools served. The Division of Communications and Marketing shall be given responsibility for convening this annual committee for policy review. The evaluation will include identifying barriers to greater participation by parents and families in activities authorized by this Policy (with particular attention to parents and families who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The District will use the findings to design strategies for more effective parent and family involvement, and to revise, if necessary (and with the involvement of its parents and families), its Parent and Family Involvement Policy. ESEA Section 1118(a)(2)(E)—20 USC 6318(a)(2)(E) The District will annually convene a focus group of parents, families and community members for this purpose and also distribute a Parent and Family Satisfaction Survey. Parents and families shall work with the Office of Information and Technology in an advisory capacity to define the design and distribution of the survey. Results of the survey will be shared with all Parent School Community Councils and parent leaders.
Section IV—School Improvement Opportunities and Activities

All parents and families will have the opportunity to be selected to serve as volunteers on school and/or District initiated committees. The District will make parents and families of children within the school system integral to all District committees that are created around issues of student achievement and school improvement. The District shall make every effort to utilize the skills, expertise, and interests of the maximum number of parents and families willing to make the commitment necessary for the committee’s work and shall not limit parent and family participation to any particular subgroup. Parents and families selected to serve on committees should be willing to share information and bring the perspective of the broadest number of parents to the issue. Parents and families willing to volunteer to provide such service and make the necessary commitment should signify their willingness in writing and submit it to the Division of Communications and Marketing or to the school principal on an annual basis or respond to specific requests as committees are created and the opportunity for participation arises.

No Child Left Behind gives parents explicit rights to be not only involved in their children’s education but to be participants in the school improvement process as outlined below in this section of the policy. Parents and families also have the right to be part of “restructuring” efforts in schools that have consistently failed to make Adequate Yearly Progress (AYP) and have entered into Corrective Action stages. The School District shall not only give parents “an adequate opportunity to comment before taking any action but to participate in developing any plan for restructuring of the school.” 20 USC 6316 NCLB defines “restructuring” as any arrangement “that makes fundamental reforms” aimed at improving student achievement. If the District cannot meet these obligations by accepting input from those parents and families who take the initiative to provide it, under the ESEA statute, the District has the obligation to reach out to parents to ensure they are aware of their right to participate in the restructuring process, per USDOE Parental Involvement Guidance 2004.

The School District will involve parents in activities of the schools [ESEA Section 1118(a) (2) (F)—20 USC 6318(a) (2) (F)], including the process of school review and improvement to assist students in achieving. ESEA Section 1118(a) (2) (A)—20 USC 6318(a) (2) (A) When a school has not met criteria for Adequate Yearly Progress and is identified as in “school improvement” status, each school shall, not later than three (3) months after being so identified, develop or revise a school improvement plan—in consultation with parents, school staff, the School District, and outside experts. The plan shall cover a two-year period and include strategies based on scientifically based research to strengthen core academic subjects, directly address the academic achievement problem that caused the school to be identified, and provide for additional staff development. ESEA Section 1116(b) (3) (A)—20 USC 6316(b) (3) (A) Parents and families will be active partners to review the achievement data and assist in directing the School Plan for Excellence. Parents and families will participate in the implementation, budgeting, execution, and monitoring of the plan. Reports will be made available to parents and families as the plan progresses through PSCC/PTO/PTA monthly meetings and other creative methods of communication.

The District will also provide the necessary coordination, technical assistance, and other reasonable support (as requested by parents and families) necessary to assist schools in planning and implementing effective parental and family involvement activities to improve student academic achievement and school performance. ESEA Section 1118(a)(2)(B)—20 USC 6318(a)(2)(B) and ESEA Section 1118(e)(14)—20 USC 6318(e)(14)

The District will coordinate and integrate parental and family involvement strategies with other District operated programs. ESEA Section 1118(a)(2)(D)—20 USC 6318(a)(2)(D) The District has embarked on a strong commitment to a “seamless” pre-school experience, including District-operated pre-school program and Head Start. Efforts from the District will be made to ensure seamless transitions from pre-school to elementary to middle and middle to high school. This will be accomplished by working with parents, families, students, staff and, where appropriate, community-based organizations. This will take place through parent and family workshops, parent meetings, Parent Policy Council, conferences, school visitations, Open House, and volunteering in the classroom. The District will fulfill the above requirements by initiatives outlined below and further reinforce its commitment in its Excellence for All Plan.
School District of Pittsburgh
Parent and Family Involvement Policy

PARENT SCHOOL COMMUNITY COUNCILS (PSCC)
The District will maintain a core parent involvement initiative of Parent School Community Councils (PSCC) established during the 1992-1993 school year as its action arm. All schools shall have an established PSCC and will convene monthly meetings to discuss educational issues through the "Getting Results" plan relevant to each school. Parents and families will be a part of the review and revision of the "Getting Results" plan and will be required to be part of the approval process on individual "Getting Results" plans as the guiding principle in schools. Each "Getting Results" plan will include parental and family involvement provisions linked to school improvement. A PSCC Handbook will be published by the District to serve as a guide for more detailed information and may be obtained by contacting the Division of Communications and Marketing.

PURPOSE
Parent School Community Councils will create a climate where participation of all stakeholders results in increased understanding, commitment, responsibility, and satisfaction for the total school community. The purpose of the Council is to provide direction and support to the school in the development and revision of its "Getting Results" plan and to serve as an advisory body to the principal regarding issues such as student achievement, increasing parent and community support for the educational program, school safety, and dress codes. Individuals who maintain a seat on the PSCC shall assume responsibility for communicating information to other parents. Interested individuals should contact their schools to become involved. Council meetings are open to the public.

RELATIONSHIP TO OTHER SCHOOL ORGANIZATIONS
There shall be a direct communication link established between the Parent School Community Council and other groups within the school. The Council shall serve as a central clearinghouse and umbrella organization for information among groups with a shared mission of focusing on students. Each of the established groups within the Council will maintain their own identity and function. Representatives from these organizations communicate information to the Council about their respective groups. They include, but are not limited to the following:

- Instructional Cabinet
- Discipline Committee
- PTA/PTO
- Right to Education Task Force
- Excellence for All Parent Steering Committee
- Early Childhood Education Policy Council
- School Volunteers

MEMBERSHIP IN PARENT SCHOOL COMMUNITY COUNCILS
Parents or family members interested in becoming a member of a Parent School Community Council (PSCC) should contact their school Principal who will facilitate the process. Roles and responsibilities are outlined in detail in the District’s Parent School Community Council Handbook which can be obtained through the Division of Communications and Marketing.

EXCELLENCE FOR ALL PARENT STEERING COMMITTEE
The Excellence for All Parent Steering Committee is comprised of four or more parents or family representatives from each of the 66 schools. These representatives are committed to working directly with the Superintendent as a sounding board for ideas, suggestions, issues, concerns, and discussions. They serve as District-wide committees such as focus groups, Charter School Review Teams, Book Selections, Discipline Policy Reviews, Parent and Family Policy Reviews, Gifted Education Task Force, etc. A commitment of two years is requested.
School District of Pittsburgh  
Parent and Family Involvement Policy

EARLY CHILDHOOD EDUCATION PROGRAMS  
The District operates Early Childhood Education Programs that are funded by both Federal Head Start and State Pre-Kindergarten grants. All programs follow the Head Start Performance Standards which include a high level of parent and family involvement and engagement in the programs. Parents with children in early childhood education programs will also be included in the school-based parent and family involvement and engagement.

PTO/PTSO  
Parents and families in schools may organize and participate in activities of a locally organized Parent Teacher Organization (PTO) for greater involvement in the schools. Local membership is open to those willing to make a difference in the lives of children and youth. As a supportive arm of education, they offer a vehicle for parents and families to participate in activities such as Family Fun Nights, Family Science Nights, Family Math Nights, Book Fairs and other events that provide families information on school, District and state programs, and also equip families to support learning at home.

PTA/PTSA  
Parents and families in schools may organize, participate, and join a local Parent Teacher Association (PTA), a local non-profit 501(c) (3) group with a state and national affiliation and voice for parents and families. Membership is open to those willing to make a difference in the lives of children and youth through improving policies and laws, receiving leadership skills and opportunities, and sharing valuable state and national information on the health, education, and welfare of children. Like the PTO/PTSO model, these groups also serve as vehicles for information dissemination to families.

RIGHT TO EDUCATION TASK FORCE  
The Right to Education Task Force is a parent-led group that meets monthly to provide updates on issues and topics that affect special education in the District. Parents, relatives, and guardians of children who receive special education services are invited to attend any meeting and become participating members. Each meeting includes time for discussion of parent concerns. Meetings are held on the fourth Tuesday of the month at 6:00 PM at Achieva, 711 Bingham Street, Pittsburgh, PA (South Side).

Right to Education Task Force members include parents, public agencies, and school officials. Pittsburgh School District Administrators from the Program for Students with Exceptionalities attend each meeting. The purpose of the Right to Education Task Force is to monitor the delivery of special education services in District schools, address parent concerns, and communicate problems to the appropriate sources. The group is part of the State Local Task Force System comprised of 29 parent-led task forces, one in each Intermediate Unit in Pennsylvania.

For more information, call the Parent-to-Parent Special Education Helpline at 412-323-3996.

SCHOOL VOLUNTEERS  
While the District’s Parent and Family Involvement Policy largely defines mandated legal parental involvement provisions as stipulated by federal law, the District also realizes that many other adults play an important role in a child’s life. The School District welcomes into its buildings all individuals who carry responsibility for a child’s development, education and well-being, including grandparents, aunts, uncles, neighbors, and community members. All stakeholders who wish to assist in the academic achievement or school improvement process are welcome to serve as school volunteers. Volunteers are required to have both Criminal Background History and Child Abuse History clearances before volunteering in schools. Volunteers inactive for a two-year or more time period must reapply for clearances.

PARENT HOTLINE  
The District has established a “Parent Hotline” that can be accessed for concerns, complaints, questions, and information. The number for the Hotline is 412-622-7920.
School District of Pittsburgh
Parent and Family Involvement Policy

Section V—Capacity Building for Parental and Family Involvement

The District will build the schools' and parents' capacity for strong parental involvement by implementing strategies outlined in this document. ESEA Section 1118(a) (2) (C)—20 USC 6318(a) (2) (C) The District, with the assistance of the Division of Communications and Marketing, will support all capacity building and opportunities for parent and family involvement. “Capacity building” within the District shall be defined as creating conditions and the welcoming environment for successful parent and family involvement. Professional development opportunities for staff, parents, and family will be provided through District-wide meetings, trainings, and workshops. Any employee designated as parent engagement specialist or anyone that serves as a parent liaison shall support and assist the District in its mission to build opportunities for parent and family involvement.

STAFF DEVELOPMENT TO SUPPORT PARENT INVOLVEMENT

The District shall, with the assistance of its schools and parents, educate its teachers, administrators, principals, and all other staff. ESEA Section 1118(e)(3)—USC 6318(e)(3) The District will involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training. ESEA Section 1118(e)(6)—USC 6318(e)(6) Such training will include, but not be limited to:

- The value of parent and family involvement as a research-based practice that leads to school improvement and student achievement;
- The value of parent and family contributions;
- How to reach out to, communicate with, and work with parents and families as equal partners;
- How to implement and coordinate parent and family involvement programs; and
- How to build ties between parents, families, and the school.
- How to develop and foster meaningful school, family and community partnerships

PRE-K-12 PARENT TRAINING ON PARTNERING FOR ACADEMIC SUCCESS

The District will provide training for parents to enhance the involvement of other parents. ESEA 1118(e)(9)—20 USC 6318(e)(9) The District will be given responsibility for facilitating workshops and training for parents and families of children in the Pittsburgh School District, inclusive of parents with children in Pre-Kindergarten through 12th Grade. Workshops and training will enhance the knowledge and skill level of parents as they relate to the academic success of their children. These initiatives will provide opportunities for parents and families to engage in literacy activities through Book Clubs, math activities through workshops, technology through the District web-based parent "portal" initiative, and activities promoting the general health, nutrition, and welfare of their children.

The District shall assist parents in understanding the topics of Pennsylvania Academic Standards, state and local assessments, monitoring their child’s progress, and working together to improve student achievement. ESEA Section 1118(e) (1)—20 USC 6318(e) (1) In order to do so, the District will provide the following:

- Timely information about programs under No Child Left Behind; ESEA 1118(c)(4)(A)—20 USC 6318(c)(4)(A)

- A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; ESEA 1118(c) (4) (B)—20 USC 6318(c) (4) (B) Parents and families shall be part of a Book Selection Advisory Committee under the Division of Curriculum and Instruction.

- Frequent reports to parents on their children’s progress; ESEA 1118(d)(2)(B)—20 USC 6318(d)(2)(B) When report cards or progress reports are distributed to parents in a school or District mailing, relevant information on educational activities, parent and family involvement—initiated by the school, the District, or the parents—is encouraged to be included.
School District of Pittsburgh
Parent and Family Involvement Policy

- The District shall provide parents access to materials and training to improve their children's achievement, such as literacy or technology training. ESEA Section 1118(e)(2)—USC 6318(e)(2) The District will assist parents and families in gaining communication skills through technology such as the web-based parent "portal" program to help parents not only gain access to their child's academic information and children's progress but to network with teachers through email.

- A system for reasonable access to school staff, including accommodations for working parents; ESEA 1118(d)(2)(C)—20 USC 6318(d)(2)(C) Parent-teacher conferences shall be held annually. Parents and families shall be given several options of times in order to accommodate schedules. Adequate time shall be allotted to discuss student progress.

- Opportunities to volunteer and participate in their child's classroom; The Pittsburgh School District will provide volunteers security clearances at District expense. Parents committed to participating in volunteering activities directly related to students should contact their local school for details and clearance procedures. ESEA 1118(d)(2)(C)—20 USC 6318(d)(2)(C) Parents and families will be required to have both Criminal Background History and Child Abuse History clearances. Inquiries for obtaining the necessary forms from local schools may be made when students are registered and shall be posted on the School District web site. If parents wish to accompany children on field trips or volunteer in other capacities, they are encouraged to submit application for security clearances several months in advance in order to allow for processing at appropriate local and state levels.

- Opportunities to observe classroom activities; ESEA 1118(d)(2)(C)—20 USC 6318(d)(2)(C)

- If requested by parents, the opportunity for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, with the District responding to any such suggestions as soon as practicably possible; ESEA 1118(c)(4)(C)—20 USC 6318(c)(4)(C)

- Arrangements for school meetings or in-home conferences between staff and parents who are unable to attend conferences at school in order to maximize parental and family involvement and participation; ESEA 1118(e)(10)—20 USC 6318(e)(10)

- Investment of federal, state, and local dollars to strengthen and sustain parent and family involvement activities such as paying reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents and families to participate in school-related meetings and training sessions;

- A system designed to include appropriate roles for community-based organizations and businesses in parent involvement activities. ESEA 1118(e)(13)—20 USC 6318(e)(13) The School District not only encourages local neighborhood partnerships but will maintain school facilities that accommodate and are accessible to local community groups, including sports.

INFORMATION AND ITS DISTRIBUTION TO PARENTS IN UNDERSTANDABLE LANGUAGE
The District will ensure that information related to school and parent programs, meetings, and other activities is sent to the parents and families of participating children in a format and, to the extent practicable, in a language the parents and families can understand. ESEA Section 1118(e)(4)—USC 6318(e)(4)

When possible, all information for parents and families shall be posted on the Parent and Family Site of the Pittsburgh School District web site.

"Your Guide to Offerings and Options in the Pittsburgh Public Schools 2009-2010" a publication which contains information on magnet schools and programs, shall be mailed to every parent at the beginning of each school year. Additional information shall be made available to parents and families at the District
School District of Pittsburgh
Parent and Family Involvement Policy

web site and at all individual schools which describes programs and explains how to take advantage of opportunities. Such information shall include, but not be limited to, the following categories:

- Academic (Examples include Advanced Placement (AP) options, Center for Advanced Studies (CAS) gifted offerings, and Pittsburgh Scholar Program (PSP))
- Early Childhood Programs
- Tutoring Programs
- Extra-Curricular
- Athletic
- After-School Programs
- Outreach Activities (Example: Intergenerational programs)

The District will draw from multiple sources of information and materials for parents, families, and school staff. To assist in implementing this requirement, the District will use written materials, toolkits, and other resources that shall be made widely available to parents and families and can be accessed through local schools. Sources of information will include, but not be limited to:

- United States Department of Education
- Federal Education Technical Assistance Centers
- National Center on Family Literacy
- National Coalition of ESEA Title I Parents
- National Coalition for Parent Involvement in Education (NCPIE)
- National Head Start Association
- PA Title I State Parent Advisory Council (SPAC)
- Pennsylvania Parent Information Resource Center
- Pennsylvania Department of Education
- National PTA and Pennsylvania PTA
- Education Law Center-PA
- Various regional and local community resources

ANNUAL SCHOOL DISTRICT AND SCHOOL REPORT CARDS

The School District shall prepare and disseminate an annual school district report card which reports on the progress of academic achievement, adequate yearly progress, school improvement status, professional qualifications of teachers, and other required information under ESEA law. This information shall also be widely distributed to the media and public agencies. ESEA 1111(h) (2) (A) (B) (E)—20 USC 6311(h) (2) (A) (B) (E) the School District will involve parents in the annual development of these report cards. Data shall be presented to parents and families in an understandable format for all schools.

FEDERALLY FUNDED STATEWIDE PARENT INFORMATION RESOURCE CENTER

The District shall make parents aware of parental and family involvement resource information available from the federally supported Pennsylvania Parent Information Resource Center ESEA 1118(g)—20 USC 6318(g). The center in Pennsylvania is: Center for Schools and Communities, 275 Grandview Avenue, Suite 200, Camp Hill, PA 17011, 717-763-1661—Website: www.center-school.org

Section VI—Parents’ Right-to-Know, Notifications, and Other Rights

At the beginning of each school year, the School District shall notify the parents of each student that the parents may request information regarding the professional qualifications of the student's classroom teachers. The School District will provide the parents—on request and in a timely manner—at a minimum, the following information: ESEA 1111(h) (6) (A)—20 USC 6311(h) (6) (A)

- Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
School District of Pittsburgh
Parent and Family Involvement Policy

- Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived;
- The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree; and
- Whether the child is provided services by paraprofessionals and, if so, their qualifications.

The District shall mail to each individual parent the following: **ESEA 1111(h) (6) (B)—USC 6311(h) (6) (B)**

- Information on the level of achievement of the parent’s child in each of the state academic assessments as required under the law;
- Information that shows how all students in the District achieved on the statewide academic assessment compared to students in the state as a whole, along with other indicators of adequate yearly progress;
- Timely notice that the parent’s child has been assigned, or has been taught for four or more consecutive weeks by a teacher who is not highly qualified.

The District shall provide to parents of eligible students in schools that have either entered improvement status or otherwise qualify, the following notices:

- Eligibility to participate in a voluntary school choice plan if the school is in appropriate improvement stage: Not later than the first day of the school year following improvement identification, the District shall provide parents—in an understandable format and language—with the option of transferring their child to another public school served by the District which is meeting adequate yearly progress. **ESEA 1116(b)(1)(E)(i)—20 USC 6316(b)(1)(E)(i)** Parents will be mailed the notice—in an understandable format—and given the opportunity to review offerings and opportunities at available schools. A reasonable amount of time shall be given for parents to visit schools and make this decision.

- Eligibility to transfer their child to another school within the District if their current school is designated as “persistently dangerous” or if their child is a victim of a violent crime; **ESEA 9532—20 USC 7912**

- Eligibility to participate in Supplemental Educational Services (SES)—tutoring for their child if the school is in appropriate improvement status. The District shall provide annual written notice to parents—in an understandable format and language—the availability and description of services in addition to a list of approved providers. **ESEA 1116(e)(1)—20 USC 6316(e)(1)**

**Development and Adoption of Local Policies:** The District shall develop and adopt policies, in consultation with parents, regarding the following rights: **ESEA Title X, General Provisions, Part F, Section 1061—20 USC 6301**

- To inspect scheduled surveys and opt-out students, specifically as stated in NCLB: The right of a parent of a student to inspect a survey created by a third party before the survey is administered or distributed to a student and for granting reasonable access to such survey within a reasonable period of time after the request is received. **ESEA Title X, General Provisions, Part F, Section 1061(c)(1)(A)(i)(ii)—20 USC 6301**

- To inspect instructional materials, specifically as stated in NCLB: The right of a parent of a student to request inspection of any instructional material used as part of the educational curriculum for the student and granting reasonable access to instructional material within a reasonable period of time after the request is received. **ESEA Title X, General Provisions, Part F, Section 1061(c)(1)(C)(i)(ii)—20 USC 6301**

- To review the District’s policy on the right to collect, disclose, and use personal student information, specifically as stated in NCLB: The right of a parent of a student to inspect any instrument used in the collection of personal information before the instrument is administered or distributed to a student and granting a request by a parent for reasonable access to such instrument within a reasonable period of time after the request is received. **ESEA Title X, General Provisions, Part F, Section 1061(c)(1)(F)(i)(ii)—20 USC 6301**
School District of Pittsburgh
Parent and Family Involvement Policy

- To inspect the state assessments (PSSA) and, if found to be in conflict with their religious beliefs, may have their child excused from the assessment, with the written request not to be denied by the Superintendent; Title 22 Education, PA Code Chapter 4, 4.4 General Policies (4)

- To review the state assessments (PSSA) in the School District, two (2) weeks prior to their administration, during convenient hours for parents. All necessary security requirements to maintain the validity of the assessment shall be taken in accordance with the state assessment administration instructions; Title 22 Education, PA Code Chapter 4, 4.4 General Policies (7)

- To review procedures for having their child receive reasonable accommodations when taking the Pennsylvania System of State Assessment (PSSA);

- To be notified of selection for administration of the National Assessment of Educational Progress (NAEP) and right to opt-out students, specifically stated in a voluntary participation section of NCLB as: Parents of children selected to participate in any assessment authorized under this section shall be informed before the administration of any authorized assessment, that their child may be excused from participation for any reason, is not required to finish any authorized assessment, and is not required to answer any test question. ESEA Title VI, Part C, General Provisions Section 411(d)(2)—USC 7372(d)(2)

- To opt-out students from military recruiter access lists, specifically stated as: A secondary school student or the parent of the student may request that the student’s name, address, and telephone listing not be released to military recruiters without prior written parental consent and the District shall notify parents of the option to make this request and comply with the request. ESEA Title IX, Section 9528(2)—20 USC 7908(2)

- To participate in parental involvement activities affiliated with programs such as Limited English Proficiency Program ESEA Title III Section 3102 Purposes (6)—20 USC 6812 Homeless Education Program as appropriate ESEA Title X, Part C, Subtitle B, Section 722(e)(C)(i)—42 USC 11431 21st Century Community Learning Centers ESEA Title IV Section 4205(a)(10)—20 USC 7175 Safe and Drug Free Schools Programs ESEA Title IV, Part A, Section 4115(E)—20 USC 7115

Pittsburgh School District
Parent and Family Involvement Policy
Approved: March 21, 2007

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SECTION VII—PROCESS FOR TITLE I AND PARENT AND FAMILY INVOLVEMENT POLICY COMPLAINTS

A parent who feels that the school or District is not meeting its Title I or other responsibilities as outlined in this policy, should first discuss the problem with the school principal. Examples of violations would be such things as, but not limited to the following:

(1) An annual meeting was not convened by the principal to explain Title I offerings to parents;
(2) Parents were refused information on the professional qualifications of their child’s classroom teacher; or
(3) Parents were not notified of opportunities to participate in voluntary school choice program when their child’s school was in an appropriate school improvement stage.

If the concern is not resolved at the school level or if the concern is District-wide, a parent should begin a formal complaint procedure as outlined below. A complaint is defined by the Pittsburgh School District as a written, signed statement. It must include the following:

(1) A statement that a school has violated a requirement of federal statute or regulations which apply to Title I or other violations as outlined in the Parent Policy;
(2) The facts on which the statement is based; and
(3) Information on any discussions, meetings, or correspondence with a school regarding the complaint.

COMPLAINT RESOLUTION PROCEDURES
Referral—Complaints against schools should be referred to the District’s Funding and Compliance Office.
Notice to School—the Assistant to the Superintendent for NCLB Compliance (the “Assistant”) will notify the school principal that a complaint has been received. A copy of the complaint will be given to the principal and directions given for him/her to respond.
Investigation—After receiving the principal’s response, the Assistant will determine whether further investigation is necessary. If necessary, the Assistant may do an on-site investigation at the school.
Opportunity to Present Evidence—The Assistant may, at his or her discretion, provide for the complainant and the principal to present evidence.
Report and Recommended Resolution—Once the Assistant has completed the investigation and taking evidence, he will prepare a report with a recommendation for resolving the complaint. The report will give the name of the party bringing the complaint, the nature of the complaint, a summary of the investigation, the recommended resolution and the reasons for the recommendation. The Assistant will issue copies of the report to all parties involved. The recommended resolution will become effective upon issuance of the report.
Follow-up—The Assistant will ensure that the resolution of the complaint is implemented.
Time Limit—The period between the Funding and Compliance Office receiving the complaint and resolution of the complaint shall not exceed sixty (60) calendar days.
Right to Appeal—Either party may appeal the final resolution to the Pennsylvania Department of Education. The complaint to PDE should include the stated violation, facts to back up the statement, a record of discussions and meetings held, copies of all correspondence, and your signature and contact information. Appeals should be addressed as follows:

Chief
Division of Federal Programs
Pennsylvania Department of Education
333 Market Street
Harrisburg, PA 17126-0333
### Board Action Information Sheet

#### Additional Information:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Minigrant Award</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pittsburgh Allegheny K-5</td>
<td>$3,500</td>
<td>Funds will be used to support 4 workshops for parents of 2nd and 3rd grade students. Workshops will focus on developing reading &amp; writing skills among students. Specifically, minigrant funds will support costs for: 1) Take Home Materials for Parents; 2) Refreshments 3) Parent Incentives; 4) Child Care.</td>
</tr>
<tr>
<td>Pittsburgh Montessori</td>
<td>$4,440</td>
<td>Funds will support Pittsburgh Montessori enhance academic achievement by infusing character education lessons into a variety of school, home and community activities. Lessons include listening skills, body language, anger management and peaceful communications. Specifically, minigrant funds will support cost for: 1) materials 2) resources 3) refreshments 4) flag sets 5) Pin maps 6) services</td>
</tr>
<tr>
<td>Pittsburgh Manchester:</td>
<td>$4,440</td>
<td>Funds will be used to support the PATHWAYS (People Actively Teaming—Helping with Achievement and Yearning) Project, which seeks to increase time on task for students who are need to accelerate their progress. The Project includes toolkits for parents, college tours, and the “What's your promise?” contest (which focuses on career plans and involves the entire family) event and awards for each grade level. Funds will support costs for: 1) Homework Enhancement Materials (calculators, etc); 2) Refreshments, 3) Transportation (to take students and families to tour college campuses).</td>
</tr>
<tr>
<td>Pittsburgh Mifflin:</td>
<td>$4,440</td>
<td>Funds will support a series of Family Fun Nights. Each night will include an ice breaker, a fun activity, and a focused workshop on subjects such as building understanding of 4Sight and PSSA assessment, review of student work, make and take workshop materials to accelerate learning in the home, career awareness, etc. Specifically, funds will support costs for: 1) materials and supplies; 2) entertainment; 3) refreshments; 4) babysitting; and 5) a raffle of educational materials to support mathematics achievement.</td>
</tr>
<tr>
<td>Pittsburgh South Hills:</td>
<td>$4,440</td>
<td>Funds will be used to suport in-school and out-of-school activities related to Promise Readiness. A schoolwide assembly featuring Owibert Einstein will kick off this effort. Students will receive college keepsakes (keychains, etc.) and will listen to a keynote speaker talk about his/her life journey. Students will participate in a college trivia quiz, college fairs at the school, and interest surveys. At home, parents and students will work together to research colleges and fill out applications. Funds will support costs of: 1) refreshments, 2) materials and supplies, 3) transportation (for college tours); and 4) guest speaker fee ($500)</td>
</tr>
</tbody>
</table>

**Total:** $21,260
EQUIPMENT GIFT AGREEMENT
09-008

Between The
U.S. Department of Energy

And
Pittsburgh-Allderdice High School

I. PURPOSE

The Department of Energy shall provide, as a gift, excess and/or surplus education-related and Federal research equipment to the Pittsburgh-Allderdice High School, hereafter referred to as Recipient, for the purpose of improving the math and science education curricula or for the conduct of technical and scientific education and research activities.

II. AUTHORITY

Executive Order 12999, April 15, 1997, directed all Federal agencies, to the maximum extent permitted by law, to give highest preference to elementary and secondary schools in the transfer or donation of education-related Federal equipment, at the lowest cost permitted by law. Furthermore, subsection (f) of the Stevenson-Wyden Technology Innovation Act of 1980, as amended (15 U.S.C. 3710(f)), authorizes the Director of a laboratory, or the head of any Federal agency or department to give excess research equipment to an educational institution or nonprofit organization for the conduct of technical and scientific education and research activities.

III. AGREEMENT

A. The Department of Energy agrees to provide the following (see attached equipment gift list format) excess and surplus education-related and Federal research equipment, as a gift, to Recipient, for the purpose of improving math and science curricula or for the conduct of technical and scientific education and research activities.

B. Title to the education-related and Federal research equipment, provided as a gift under this agreement, shall vest with Recipient upon delivery of the gift to Recipient and written receipt thereof provided to the Department of Energy official identified below.
EQUIPMENT GIFT LIST
FOR EQUIPMENT GIFT AGREEMENT 08-008

Between The
U.S. DEPARTMENT OF ENERGY
NATIONAL ENERGY TECHNOLOGY LABORATORY
and
Pittsburgh-Allderdice High School

The following is the list of excess and/or surplus education-related and Federal research equipment, to be provided as a gift to the Pittsburgh-Allderdice High School, for the purpose of improving math and science curricula or for the conduct of technical and scientific education and research activities.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance, Top-Loading</td>
<td>$2,022.00</td>
</tr>
<tr>
<td>Water Purification System</td>
<td>1,637.97</td>
</tr>
<tr>
<td>Chromatograph</td>
<td>14,852.30</td>
</tr>
<tr>
<td>Microscope Polarizing Research Reflected Light</td>
<td>64,730.03</td>
</tr>
<tr>
<td>Titrator</td>
<td>7,364.75</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$90,687.95</td>
</tr>
</tbody>
</table>

631
C. Recipient will be responsible for any repair and modification costs to any equipment received under this gift.

D. Recipient hereby releases and agrees to hold the Government, the Department of Energy, or any person acting on behalf of the Department of Energy harmless, to the extent allowable by state law, for any and all liability of every kind and nature whatsoever resulting from the receipt, shipping, installation, operation, handling, use, and maintenance of the education-related and Federal Research equipment provided as a gift under this agreement.

E. Recipient agrees to use the gift provided herein for the primary purpose of improving the math and science curricula of for the conduct of technical and scientific education and research activities.

F. Recipient agrees to provide for the return of the equipment if such equipment, while still usable, has not been placed in use for its intended purpose within one year after receipt from the Department of Energy.

U.S. Department of Energy
National Energy Technology Laboratory
Pittsburgh-Allderdice High School

Signature
Richard A. Griffith
Industrial Property Mgmt Specialist

Signature
Angela Lindenfels

Date
1-7-09
COMMITTEE ON BUSINESS/FINANCE
February 24, 2009

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/equipment 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. 1654)

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. 0906)

3. RESOLVED, That the following additions and deductions to construction contracts previously approved be adopted. (Report No. 0907)

4. RESOLVED, That the daily payments made in January 2009 in the amount of $48,053,235.72 be ratified, 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 Workers' Compensation insurance coverage in accordance with the Commonwealth of Pennsylvania's self insurance requirements from Great American through the Gleason Agency, for the period March 1, 2009 to March 1, 2010. The loss limit is statutory with a $500,000 retention, at an annual premium of $149,392.00, payable from 001-6000-702-2890-529.

6. RESOLVED, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to purchase property, machinery and general liability insurance for One Twenty One 9th Street Condominium Association from CNA Insurance Company through the Gleason Agency, for the period March 1, 2009 to March 1, 2010, at an annual premium of $18,876.00 payable from 001-0201-010-2590-523. The School District will pay the premium, but will be reimbursed a percentage of the premium by other condominium association members.
7. **RESOLVED.** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to make payment to Quest Diagnostic in order to provide prostate screenings for employees of the District. Providing screenings supports both the District’s Health Care Containment efforts, as well as its goals relative to employee wellness. Screenings are one of two Lifestyle Returns requirements. Lifestyle Returns is a wellness program to encourage employees to take a more active role in their personal health.

As the District is self-insured for the purpose of providing health care, expenditures from the self-insurance fund to provide diagnostic health care services is a key strategy to reducing health care costs in the future.

Total cost is not to exceed $3,000 from account line 2700-709-2832-330.

B. **CONSULTANTS/CONTRACTED SERVICE**

1. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to enter into a contract with Astorino to provide all professional construction management services for the proposed construction work for the Pittsburgh Concord K-5. Base services include, but are not limited to daily monitoring and recording with color-coded drawings, assistance in construction staging, construction coordination, review of construction documents, schedules, including inspection schedules to assure quality of construction, contractor requisitions, change orders, site safety, including maintaining sign-in log book, providing on-site trailer, phone, fax, computer/software, etc., and related services as may be required to complete the project on schedule.

The operating period shall be from April 1, 2009 to March 31, 2011. The total contract amount shall not exceed $540,000 from account line 6311-367-4500-330.

2. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to enter into a contract with Massaro CM Services, LLC to provide all professional construction management services for the proposed construction work for the Pittsburgh Science and Technology Academy at Frick. Base services include, but are not limited to daily monitoring and recording with color-coded drawings, assistance in construction staging, construction coordination, review of construction documents, schedules, including inspection schedules to assure quality of construction, contractor requisitions, change orders, site safety, including maintaining sign-in log book, providing on-site trailer, phone, fax, computer/software, etc., and related services as may be required to complete the project on schedule.

The operating period shall be from July 1, 2009 to August 31, 2010. The total contract amount shall not exceed $385,000 from account line 6307-367-4500-330.
3. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to enter into a contract with InTEAM Associates, Incorporated. The purpose of this contract will be to utilize a professional consulting firm to review and develop the following:

1. An evaluation tool and training course to make site coordinator's more effective as they conduct site visits and review school food service operations.

2. Assessment of the central production kitchen to recommend changes that will enhance efficiencies and develop key performance metrics that will be used to evaluate performance of central production kitchen operations and staff.

The operating period shall be from March 2009 to June 2009. The total contract amount shall not exceed $17,300 from account line 6520-500-3100-330.

4. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to enter into a contract with Texolve to design and construct a portable TV production system using existing equipment for the 7th floor CAP A studio system. This existing fixed system is being phased out to accommodate the move of Pittsburgh Rogers to Pittsburgh CAPA. This is a repurposing of that specific equipment.

Dr. Julia Stewart will lead a team of education and technical experts in the field to decide the best reuse of the equipment.

The operating period shall be from March 1, 2009 to April 30, 2009. The total contract amount shall not exceed $16,831 from account line 5200-010-2220-340.

C. **GENERAL AUTHORIZATIONS**

1. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to submit to the State Department of Education; Part F, Attachment C PlanCon, to include the rejection of Pittsburgh Concord bids previously opened on 11/03/08 per Legislative Meeting of 11/25/08.

   Part F, Attachment C is for post-bid opening notification.

2. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to submit Part F, Attachment C, PlanCon, to the State Department of Education for addition and renovation of Pittsburgh Concord per bids opened on 1/20/09.

   Part F, Attachment C, is for post-bid opening notification.
3. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to submit Part F, Attachment C, PlanCon, to the State Department of Education for addition and renovation of University Preparatory School at Margaret Milliones.

Part F, Attachment C, is for post-bid opening notification.

4. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to amend the resolution appointing an underwriting team, Committee on Business/Finance, September 2008. (See attachment C4a).

5. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to approve prospecting bond refunding. (See attachment C5a)

6. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to accept and explore all recommendations received from the Common Cents Shared Services Initiative and authorizes the Chief Financial Officer/Acting Chief Operations Officer to proceed with appropriate action in regards to participation to realize any projected or estimated cost savings, as presented at the January 5, 2009 Business/Finance Committee meeting.

7. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to approve the East Liberty Gateway TIF. (See attached Resolution C7a)

8. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to amend the Policy Governing Use of School Buildings during Non-School Hours:

   Use of School Facilities policy dated November 27, 1991 shall be amended in Section 1, after Paragraph 3 and before Paragraph 4 and Section 7 as follows:

   Applicants for permits or permit renewals shall obtain state and federal background reports as required by Section 1-111 of the School Code and a child abuse clearance pursuant to Act 151 and provide these reports to the District at the time of application.

   Section 7 - Permits shall not be granted or renewed in the following instances:

   (i) For any applicant that would be disqualified from employment with the School District as set forth in Section 1-111 of the School Code, 24 P.S. §1-111, due to the contents of their criminal background report. Permits will also be denied to applicants who fail to produce child abuse clearances pursuant to Act 151, 23 Pa.C.S.A. §6355. (See attached policy C8a)
9. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to amend the Regulations regarding the Use of Pittsburgh Public School Facilities (Revised 6-21-95) as follows:

   2. Permits shall not be granted or renewed in the following instances:

      (i) For any applicant that would be disqualified from employment with the School District as set forth in Section 1-111 of the School Code, 24 P.S. §1-111, due to the contents of their criminal background report. Permits will also be denied to applicants who fail to produce child abuse clearances pursuant to Act 151, 23 Pa.C.S.A. §6355.

In addition, it will be necessary for administration to revise the form: S50 - Application for Permit to include a check box where it can be indicated that criminal background reports and clearances have been reviewed by administration prior to approval being granted for the permit. (See attached regulations C9a)

10. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to approve the Letter of Intent and term sheet (attachment C10a) from Pittsburgh Gateways requesting a 90-day due diligence period of evaluation regarding the Connelley building and authorizes the appropriate officers and representatives to cooperate for the purposes of due diligence.

11. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to approve Nemo Investments Capital, LLC a 90-day due diligence period for the purpose of evaluating the former Washington Polytechnic School and authorizes appropriate officers and representatives to cooperate for the purposes of due diligence.

12. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to accept from Triad USA, the District's health care consultant, the donation of a Wii System and the Wii Fit to raffle off as a door prize at the conclusion of the three District sponsored health fairs to be held on the following dates: Thursday, February 19, 2009, Monday, March 30, 2009 and Wednesday, April 29, 2009. The raffle is intended to increase employee attendance at the health fairs, thereby increasing preventative health care services to District employees. The value is estimated at approximately $500.

13. **RESOLVED,** That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to appointment Theresa Ciletti Purchasing Agent of the Board of Public Education in accordance with 24 PS 8-807, in addition to her other duties as Purchasing Support Manager.
D. PROPOSAL/GRANT AWARDS

1. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to submit a proposal to the NFL Youth Football Fund for $200,000 for the purpose of supplementing the costs associated with resurfacing the field at George K. Cupples Stadium, a project that includes the demolition of the field's current turf and asphalt underlayment; re-grading/leveling of the field; repair of the drainage system; and putting in a new synthetic surface.

The funding period will be March 1, 2009 to July 1, 2009.

Directors have received information on the following:

2. Travel Reimbursement Applications – February 2008

Respectfully submitted,
Floyd McCrea, Chairperson
Committee on Business/Finance
Board Action Information Sheet

Additional Information:
To amend the resolution appointing an underwriting team, Committee on Business/Finance, September 2008:

Original Item:
RESOLVED, That the Board approve the pre-qualification of an underwriting team for future negotiated bond transactions in accordance with the District’s adopted debt policy, the District’s request for proposals dated April 2, 2007, and the firms’ proposals, for a period expiring not later than December 31, 2009, with no option to renew as follows:

- Tier 1: PNC, Merrill Lynch
- Tier 2: Wachovia, Loop, Janney
- Tier 3: Mellon, Raymond James, RBC, Siebert Brandford Shank

The District’s pre-qualification of an underwriting team—should the need for a negotiated transaction arise—reflects the following:

- Tier 1 firms submitted the proposals that best meet the needs of the District and will compete for the senior manager position on any proposed negotiated transaction. Tier 1 firms will closely monitor the District’s debt portfolio for opportunities including, but not limited to, refundings. Tier 1 firms may also serve as co-managers.
- One or more Tier 2 firms would likely serve as co-managers on a typically-sized District negotiated transaction. Tier 2 firms may also be recommended as senior manager in the event that a smaller, specialty issue is required and best served by their specific retail and institutional capacity.
- Tier 3 firms may serve as additional co-managers or selling group on a District negotiated transaction requiring further national retail and institutional capacity. Tier 3 firms may also be recommended as senior manager for significantly complex transactions requiring additional excess capital or higher counterparty credit.

The Board hereby directs its proper officers to work with the District’s Financial Advisor and Co-Bond Counsel to structure an underwriting syndicate with the pre-qualified firms in a form and manner appropriate with prevailing retail and institutional demand in the market to deliver the lowest cost of funds to the District for any specific transaction, in strict adherence to the District’s adopted debt policy. A typical negotiated transaction for the District will include one senior manager, plus two or three co-managers, with a mix of national and regional firms.

Amended Item:
RESOLVED, That the Board approve the pre-qualification of an underwriting team for future negotiated bond transactions in accordance with the District’s adopted debt policy, the District’s request for proposals dated April 2, 2007, and the firms’ proposals, for a period expiring not later than December 31, 2009, with no option to renew as follows:

- Tier 1: PNC, Janney
- Tier 2: Wachovia, Loop, Boenning & Scattergood
- Tier 3: Mellon, Raymond James, RBC, Siebert Brandford Shank, Merrill Lynch

The District’s pre-qualification of an underwriting team—should the need for a negotiated transaction arise—reflects the following:

- Tier 1 firms submitted the proposals that best meet the needs of the District and will compete for the senior manager position on any proposed negotiated transaction. Tier 1 firms will closely monitor the District’s debt portfolio for opportunities including, but not limited to, refundings. Tier 1 firms may also serve as co-managers.
- One or more Tier 2 firms would likely serve as co-managers on a typically-sized District negotiated transaction. Tier 2 firms may also be recommended as senior manager in the event that a smaller, specialty issue is required and best served by their specific retail and institutional capacity.
- Tier 3 firms may serve as additional co-managers or selling group on a District negotiated transaction requiring further national retail and institutional capacity. Tier 3 firms may also be recommended as senior manager for significantly complex transactions requiring additional excess capital or higher counterparty credit.

The Board hereby directs its proper officers to work with the District’s Financial Advisor and Co-Bond Counsel to structure an underwriting syndicate with the pre-qualified firms in a form and manner appropriate with prevailing retail and institutional demand in the market to deliver the lowest cost of funds to the District for any specific transaction, in strict adherence to the District’s adopted debt policy. A typical negotiated transaction for the District will include one senior manager, plus two or three co-managers, with a mix of regional and/or national firms.

Reason for Amendment:
Merrill Lynch has all but abandoned the local bond underwriting business. We are requesting this adjustment just to make certain that we have an appropriate pool of underwriters to work on a refunding transaction should one become economic prior to the expiration of this period of performance.
A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS
OF THE SCHOOL DISTRICT OF PITTSBURGH
(ALLEGHENY COUNTY, PENNSYLVANIA)
ADOPTED FEBRUARY 24, 2009

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

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE
OF GENERAL OBLIGATION BONDS, REFUNDING SERIES OF 2009 IN THE
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY-
FIVE MILLION DOLLARS ($225,000,000); COVENANTING TO PAY, AND
PLEDGING THE TAXING POWER TO THE EXTENT PERMITTED BY LAW FOR
THE PAYMENT OF THE BONDS; ESTABLISHING A SINKING FUND AND
APPOINTING A SINKING FUND DEPOSITORY; FIXING THE FORM, INTEREST
RATE, MATURITY, REDEMPTION AND OTHER PROVISIONS FOR THE
PAYMENT THEREOF; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE
BONDS; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING
AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN
OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE BONDS.

Co - Bond Counsel:

Law Offices of Wayne D. Gerhold
One Gateway Center
18th Floor - West
Pittsburgh, PA 15222

R. Darryl Ponton & Associates
993 Osage Road
Pittsburgh, PA 15243

Solicitor:

Ira Weiss, Esq.
445 Fort Pitt Boulevard
Suite 503
Pittsburgh, PA 15219
WHEREAS, the Governing Body of the Local Government Unit, after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Project hereinafter described; and

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

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

NOW, THEREFORE, BE IT, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Local Government Unit as follows:
ARTICLE 1 - DEFINITIONS

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

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

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

"Authorized Investments" means: (a) as to the proceeds of the Bonds: (i) United States Treasury bills; (ii) short-term obligations of the United States Government or its agencies or instrumentalities; (iii) deposits in savings accounts or time deposits or share accounts of institutions (including the Sinking Fund Depository) insured by the Federal Deposit Insurance Corporation, Federal Savings & Loan Insurance Corporation, or National Credit Union Share Insurance Fund, to the extent that such accounts are so insured, and, for any amounts above the insured maximum, if approved collateral as provided by law is pledged by the depository (including collateral pooled in accordance with the Act of August 6, 1971, P.L. 281, No. 72, relating to pledges of assets to secure deposits of public funds); and (iv) obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; and (b) as to moneys at any time on deposit in the Sinking Fund: (i) obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America; (ii) direct general obligations of the Commonwealth of Pennsylvania, or in any securities in which the Commonwealth may, at such time, invest its moneys; or (iii) deposits at interest in time accounts, certificates of deposit or other interest bearing accounts of any bank, bank and trust company (including the Sinking Fund Depositary), savings bank, savings and loan association or building and loan association. The authorization set forth above for investment in obligations of the United States of America includes money market funds invested solely in such obligations, including any such funds maintained by the Sinking
Fund Depositary. To the extent that any such deposits described in (b)(iii) above are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits must be secured as public deposits or as trust funds. However, in all events the investments must be made in a manner consistent with sound business practice and, if required for prompt expenditure, must be held in demand deposits. In the event, from time to time, and to the extent such investments may periodically require valuation, their value is to be determined on the following bases (and if more than one basis applies, according to the lowest of them): (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal -- the arithmetic mean of the bid and asked prices for such investments so published on or immediately prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal -- the average bid price established for such investments by any three nationally recognized government securities dealers at the time making a market in such investments or the average bid price published by a nationally recognized pricing service; and (c) as to time deposits, certificates of deposit and bankers' acceptances -- the face amount thereof, plus accrued interest.

"Bonds" means the General Obligation Bonds, Refunding Series of 2009, not to exceed the aggregate principal amount of $111,000,000, which are hereinafter authorized to be issued, sold and delivered for purposes of the Project, and which constitute instruments imposing an obligation upon the Local Government Unit for the repayment of money borrowed. The Bonds will be printed substantially in the forms provided in Section 4.13 and will fall within the definition of "Security" set forth in, and otherwise will be governed by, Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single Bond or several Bonds.


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

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

"Debt Ordinance" means this document, being the formal action taken by the Local Government Unit according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the debt represented by the Bonds. The term applies whether, under the law and current practices of the Local Government Unit, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.
"Designated Officer(s)" means and includes, individually or jointly, the President of the Board of Public Education, the Vice Presidents, the Secretary and Assistant Secretaries (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the Local Government Unit hereby authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Bonds and compliance with the Debt Act.


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

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

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

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

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

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

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

"Optional Redemption Date" means the first date on which the outstanding Bonds could be redeemed, on whole or in part, at the option of the Local Government Unit, as determined and fixed by the Local Government Unit and the Purchaser pursuant to the Purchase Proposal.
"Prior Bonds" means all or a portion of any one or more of the Refundable Bonds which have been determined by the Local Government Unit and the financial Advisor, to be those bonds which, when refunded, will return an overall net present value debt service savings of 3%.

"Project" means the payment of the costs associated with: (1) the current or advance refunding, as appropriate, in order to achieve debt service savings over the life of the respective series, of all or a portion of the School Districts General Obligation Bonds (a) Series of 2000, (b) Series of 2001, (c) Series B of 2002, (d) Series of 2003, (e) Series A of 2003, (f) Taxable Series of 2005, (e) Series B of 2005, (f) Series B of 2006 and (g) Series of 2007 (collectively the "Prior Bonds"); and (2) paying all costs and expenses incurred by the School District in connection with the issuance and sale of the Bonds.

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

"Purchase Price" means no less than 99.60% of the principal amount of the bonds, plus net original issue premium, minus net original issue discount, together with accrued interest to the date of delivery of the Bonds.

"Purchase Proposal" means the initial proposal submitted to the Local Government Unit by the Purchaser dated February 24, 2009, together with the written agreement for the purchase of the Bonds, to be presented by the Purchaser, and accepted by the Local Government Unit upon condition that the refunding of the Prior Bonds achieves net present value savings of 3% over the current debt service on the Prior Bonds.

"Purchaser" means Boenning & Scattergood, Greentree Plaza, 2025 Greentree Road, Suite 200, Pittsburgh, Pennsylvania, 15220; PNC Capital Markets, One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222 or Janney Montgomery Scott LLC, 600 Grant Street, Pittsburgh, PA 15219-2784.

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

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

"Sinking Fund Depository" means U.S. Bank National Association, a bank or bank and trust company (or wholly owned subsidiary of the same) located and lawfully
conducting a banking or trust business in the Commonwealth of Pennsylvania, having its principal corporate trust office at 225 West Station Square Drive, Suite 620 Pittsburgh, PA 15219. The bank will assume, undertake and perform the duties of the Sinking Fund Depository specified by this Debt Ordinance or contained in the Debt Act, and will further act as Paying Agent and Registrar in respect of the Bonds, according to the provisions of this Debt Ordinance and the Debt Act and in compliance at all times with then-current industry standards and practices.

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

"Solicitor" means Law Offices of Ira Weiss, 503 Fort Pitt Commons Building, 445 Fort Pitt Boulevard.

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

--END OF ARTICLE 1--
ARTICLE 2 – AUTHORIZATION OF DEBT

Section 2.01. Incurrence. The Local Government Unit does hereby authorize and direct the incurrence of nonelectoral debt in an amount not to exceed the aggregate principal amount of $111,000,000 for the purposes of the Project; such debt will be evidenced by the Bonds, to be issued, sold and delivered according to the provisions the Purchase Proposal, when executed, this Debt Ordinance and the Debt Act, as general obligations of the Local Government Unit.

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

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

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

--END OF ARTICLE 2--
ARTICLE 3 -- SECURITY FOR DEBT; SINKING FUND

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

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

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

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

Section 3.03. Deposits into Sinking Fund. The Local Government Unit covenants with the owners of the Bonds, and a Designated Officer (according to the duties specified in Section 1003 of the Debt Act) is hereby authorized and directed, to withdraw from the General Fund (or in the event debt service charges have been capitalized, from any Project fund hereafter established with the proceeds of the Bonds, as authorized in Section 11.04) and to deposit into the Sinking Fund on or before the appropriate Interest Payment Dates (or as and when otherwise due by their terms and in order to provide same-day, available funds for timely payment), amounts sufficient to pay: (a) the interest on the Bonds
then outstanding; and (b) the principal of the Bonds then maturing or subject to redemption on each such Interest Payment Date as set forth in Section 3.01.

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

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

--END OF ARTICLE 3--
ARTICLE 4 - TERMS AND PROVISIONS OF THE BONDS

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

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

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

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

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds will be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Ordinance. Each such payment to DTC or its nominee will be valid and effective to discharge fully all liability of the Local Government Unit or the Sinking Fund Depository with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Sinking Fund Depository will not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its
nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of the partial redemption provided that DTC must deliver to the Sinking Fund Depository, upon request, a written confirmation of the partial redemption and thereafter the records maintained by the Sinking Fund Depository will be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

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

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

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

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

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the Local Government Unit and the
Sinking Fund Depository, DTC determines to resign as securities depositary for the Bonds; or (2) after notice to DTC and the Sinking Fund Depository, the Local Government Unit determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interest of the Local Government Unit. In either of such events (unless in the case described in clause (2) above, the Local Government Unit appoints a successor securities depository), the Bonds will be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Local Government Unit or the Sinking Fund Depository for the accuracy of such designation. Whenever DTC requests the Local Government Unit and the Sinking Fund Depository to do so, the Local Government Unit and the Sinking Fund Depository must cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds. The Bonds will also carry CUSIP numbers as a convenience to owners.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any portion of any Bond of a denomination larger than $5,000 may be redeemed, but only in the maturity amount of $5,000 or any integral multiple thereof. Prior to selecting Bonds for redemption, the Sinking Fund Depository will assign numbers to each $5,000 portion of any Bond of a denomination larger than $5,000 and will treat each portion
as a separate Bond in the denomination of $5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Sinking Fund Depository will authenticate and deliver to the owner a new Bond or Bonds of the same maturity and in any authorized denominations requested by the owner in a maturity amount equal to the unredeemed portion of the Bond surrendered.

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

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

Section 4.13. Form of the Bonds. The Bonds will be substantially in the following form(s):
# THE SCHOOL DISTRICT OF PITTSBURGH (ALLEGHENY COUNTY, PENNSYLVANIA)
# GENERAL OBLIGATION BOND, REFUNDING SERIES OF 2009

<table>
<thead>
<tr>
<th>DATED DATE</th>
<th>INTEREST RATE</th>
<th>MATURITY DATE</th>
<th>CUSIP</th>
</tr>
</thead>
</table>

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

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

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

This Bond will not be valid or become obligatory for any purpose unless the Certificate of Authentication is signed by the manual signature of an authorized officer of the Sinking Fund Depository.
UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE LOCAL GOVERNMENT UNIT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

This Bond is one of a duly authorized series of bonds, designated "General Obligation Bonds, Refunding Series of 2009" of the Local Government Unit (the "Bonds"), issued in accordance with the Local Government Unit Debt Act of the General Assembly of the Commonwealth of Pennsylvania, Act of December 19, 1996 (P.L. 1158, No. 177, as amended (the "Debt Act"), pursuant to all the terms and provisions of the formal action of the Local Government Unit (the "Debt Ordinance"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

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

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

The Bonds maturing __________ of the years ___, ___, and ____ are subject to mandatory redemption prior to their stated Maturity Date, on __________ of the years ___, ___, and ____ upon payment of the Redemption Price of 100% of the principal amount thereof, together with interest accrued to the date fixed for redemption.
If less than all Bonds maturing on any one date are to be redeemed at any time, the Bonds to be called for redemption at such time will be chosen by the Sinking Fund Depository, by lot.

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

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

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

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

Subject to the provisions of this Bond and of the Debt Ordinance, the Sinking Fund Depository may treat the Registered Owner of this Bond as the absolute owner hereof, for all purposes, whether or not this Bond is overdue, and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary.
This Bond is hereby declared to be a general obligation of the Local Government Unit. The Local Government Unit hereby covenants with the Registered Owner of this Bond to include the amount necessary to pay the debt service hereon, in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts from its general revenues to the payment of the debt service and to duly and punctually pay or cause to be paid from its Sinking Fund or any other of its revenues or funds the principal of this Bond and the interest hereon on the dates, at the place and in the manner stated herein, according to the true intent and meaning hereof.

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

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent, attorney or employee, past, present or future, of the Local Government Unit, as such, either directly or through the Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance and acceptance of this Bond.
IN WITNESS WHEREOF, the Local Government Unit has caused this Bond to be duly executed in its name by the facsimile signature of its President of the Board of Public Education, together with a facsimile of its corporate seal affixed hereto duly attested by the facsimile signature of an Assistant Secretary, and dated as of the Date of its Authentication.

ATTEST: THE SCHOOL DISTRICT OF PITTSBURGH

__________________________  ___________________________
Assistant Secretary                President, Board of Public Education

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the issue of $_______ The School District of Pittsburgh (Allegheny County, Pennsylvania), General Obligation Bonds, Refunding Series of 2009 authorized by the within-mentioned Debt Ordinance.

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

U.S. BANK NATIONAL ASSOCIATION,
as Sinking Fund Depository
and Paying Agent

AUTHENTICATION DATE: ___________________________
Authorized Officer

__________________________, 2009

[OPINION OF BOND COUNSEL]

[TEXT OF BOND INSURANCE LEGEND, IF ANY]
ASSIGNMENT

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

Please insert Social Security or other identifying number of assignee

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

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

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

Dated

Signature(s) Guaranteed:

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

NOTICE: The signature(s) to this assignment must correspond with the name(s) as written upon the face of the Bond, in every particular, without alteration or enlargement, or any change whatever.
ARTICLE 5 – CONCERNING THE SINKING FUND DEPOSITORY

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

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

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

Section 5.04. Liability of Sinking Fund Depository. The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it will not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in the appointment and retention of such person, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own gross negligence or willful misconduct. The Sinking Fund Depository will be protected and will incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the Local Government Unit full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Debt Ordinance and may further make or cause to be made independent investigations, at the expense of the Local Government Unit, concerning its affairs. The Sinking Fund Depository may consult with legal counsel to be selected and employed by it and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.
Section 5.05. Ownership of Bonds. The Sinking Fund Depository, in its individual capacity or as a fiduciary, may become the owner of Bonds, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the Local Government Unit not in derogation of the rights of the Registered Owners of the Bonds.

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

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

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

Section 5.09. Duties upon Default. If the Local Government Unit fails or refuses to make any required deposit in the Sinking Fund, the Sinking Fund Depository shall (a) independent of events and actions of Registered Owners, any trustee or any court or administrative or judicial officer undertaken or occurring pursuant to the provisions of Article 6 hereof: (1) notify the Department of Community and Economic Development of the failure or refusal, in order to facilitate an inspection of the Sinking Fund by the Department pursuant to Section 8226 of the Debt Act; and (2) notify the Secretary of the Department of Education of the failure or refusal, in order to facilitate its duties regarding the withholding of State appropriations for payment to the Sinking Fund Depository.
pursuant to Section 633 of the Public School Code of 1949, as amended; and (b) in conjunction with such events and actions under Article 6 hereof, may, and upon request of the Registered Owners of twenty-five percent (25%) in principal amount of outstanding Bonds and upon being indemnified against cost and expense must, exercise any remedy, provided in Article 6 of this Debt Ordinance, in the Debt Act or at law or in equity, for the equal and ratable benefit of the Registered Owners of the outstanding Bonds, and must disburse all funds so collected equally and ratably to the Registered Owners thereof, pursuant to the requirements of Subchapter D of Chapter 82 of the Debt Act.

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

--END OF ARTICLE 5--
ARTICLE 6 – DEFAULTS AND REMEDIES

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

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

Section 6.03. Trustee for Registered Owners.

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

(b) Such trustee, may, and upon written request of the Registered Owners of twenty-five percent in principal amount of the Bonds then outstanding and upon being furnished with indemnity satisfactory to it must, in his, her or its own name take one or more of the actions set forth below and the taking of such actions will preclude similar action whether previously or subsequently initiated by individual Registered Owners of the Bonds:
(1) By mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Registered Owners of the Bonds or require the Local Government Unit to carry out any other agreement with the Registered Owners of the Bonds;

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

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

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

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

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

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

Section 6.04. Costs of Suits or Proceedings. In any suit, action or proceeding by or on behalf of the Registered Owners of defaulted Bonds, the fees and expenses of a trustee or receiver, including operating costs of a project and reasonable counsel fees, will constitute taxable costs, and all such costs and disbursements allowed by the court will be deemed additional principal due on the Bonds, and will be paid in full from any recovery prior to any distribution to the Registered Owners of the Bonds.
Section 6.05. Distribution of Moneys Realized for Registered Owners.

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

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

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

Section 6.06. Bond Insurance Policy; Procedure for Payment Thereunder.

Payment of the Bonds will be insured to the Registered Owners by the Bond Insurance Policy hereby authorized to be purchased upon the issuance and delivery of the Bonds.

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

In the event that the principal and/or interest due on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, all covenants, agreements and other obligations of the Local Government Unit to the Registered Owners of the Bonds, under this Debt Ordinance and under the Debt Act, shall continue to exist and will run to the benefit of the Insurer, who will be subrogated to the rights of such Registered Owners. Accordingly, the Sinking Fund Depository must abide and follow all instructions of the Insurer for the prompt payment of the principal of and/or interest due on the Bonds to the Registered Owners, including provision of the Register to the Insurer, processing of checks or other remittances on behalf of the Insurer, collection of Bonds and notation of the Insurer's interest as subrogee within its records and on its books.
ARTICLE 7 – AMENDMENTS AND MODIFICATIONS

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

(a) to cure any ambiguity, formal defect or omission in this Debt Ordinance;

(b) to grant or confer upon the Sinking Fund Depository for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred thereupon;

(c) to add to this Debt Ordinance additional covenants and agreements thereafter to be observed by, or to surrender any right or power herein reserved to or conferred upon, the Local Government Unit; or

(d) to amend the definition of the Project and change the purposes of the Bonds, in compliance with all provisions of the Debt Act.

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

Section 7.03. Acceptance of Amendment. The Sinking Fund Depository shall accept any amending, modifying or supplemental debt ordinance which the Local Government Unit is authorized to execute hereunder upon delivery of the following:
(a) The amending, modifying or supplemental debt ordinance, duly executed with proof of filing with the Department; and

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

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

Section 7.05. Notice of Amendment. Notice, including a summary description, of any amending, modifying or supplemental debt ordinance once effectuated will be confirmed promptly to all Registered Owners, and will be given to the Rating Agency and the Insurer in the same manner provided for notices of redemption in Section 4.10.
ARTICLE 8 – DISCHARGE OF DEBT ORDINANCE

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

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

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

–END OF ARTICLE 8–
ARTICLE 9 - FEDERAL INCOME TAX COVENANTS

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

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

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

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

Section 9.04. Required Rebate. The Local Government Unit covenants to pay and rebate its arbitrage profits (being an amount equal to the sum of: (1) the excess of (a) the amount earned on all nonpurpose investments over (b) the amount which would have been earned if the nonpurpose investments were invested at a rate equal to the yield on the Bonds; plus (2) any income attributable to said excess [provided, further, that any gain or loss on the disposition of a nonpurpose investment will be taken into account] to the United States in accordance with the provisions of Section 148(f) of the Tax Code and regulations.
thereunder, but only as and to the extent that none of the following exceptions apply to the Local Government Unit.

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

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

A Designated Officer is hereby authorized and directed to contract with Bond Counsel, at its customary, usual and reasonable schedule of fees, for its services in calculating required rebate payments and making necessary reports to and filings with the United States on a periodic basis as required by the Tax Code and the rulings and regulations thereunder.
Section 9.05. **Information Reporting.** The Local Government Unit must prepare, or cause to be prepared, execute and submit to the Secretary IRS Form 8038-G (or 8038-GC, as applicable) according to all the requirements for information reporting contained in Section 149(e) of the Tax Code.

--END OF ARTICLE 9--
ARTICLE 10 - FEDERAL SECURITIES LAW COVENANTS

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

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

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

Section 10.03. Continuing Disclosure. The Local Government Unit will execute and deliver a Continuing Disclosure Certificate under which it will agree to provide or cause to be provided (i) annual financial information and operating data, and (ii) timely notice of the occurrence of certain material events with respect to the Bonds. The
Purchaser's obligation to purchase the Bonds is conditioned upon its receipt of the Continuing Disclosure Certificate, at or prior to the delivery of the Bonds, in form and substance reasonably satisfactory to the Purchaser.

--END OF ARTICLE 10--
ARTICLE 11 - SALE OF BONDS; SETTLEMENT

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

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

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

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

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

The Designated Officers are further authorized and directed to undertake and perform, or cause to be undertaken or performed, all the ordinary duties of the Local Government Unit (and the same are hereby specifically approved) which may be required under, or reasonably contemplated by, the Purchase Proposal, including, without limitation, application and qualification for certain bond ratings and/or policy(ies) of bond insurance, establishment of bank accounts with authorized depositaries for the deposit and management of Bond proceeds and other Project funds, purchase of necessary investments, retention of professionals, bond printing, and execution and delivery of any certificates, orders and agreements that may be necessary, in the opinion of Bond Counsel or Solicitor, for settlement of the sale of the Bonds.
The Designated Officers are hereby specifically authorized and directed to establish with U.S. Bank National Association, in trust for the owners of the Prior Bonds, an escrow account pursuant to the terms of an Escrow Trust Agreement or other similar instructions for the deposit and maintenance of securities pledged to the payment of the Prior Bonds, as they become due and payable until their call for redemption. The Designated Officers are hereby authorized and directed to contract with U.S. Bank National Association, as appropriate for its respective services in the capacity of Escrow Trustee. The Designated Officers are hereby specifically authorized and directed to provide notice(s) to call for redemption to U.S. Bank National Association of Prior Bonds that may be subject to current redemption.

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

--END OF ARTICLE 11--
ARTICLE 12 - MISCELLANEOUS

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

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

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

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

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

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

Section 12.07. No Personal Liability. No covenant or agreement contained in the Bonds or in this Debt Ordinance shall be deemed to be the covenant or agreement of any member, officer, agent, attorney or employee of the Local Government Unit in his individual capacity, and neither the members of the Governing Body nor any Designated Officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.
Section 12.08. **Counterparts.** This Debt Ordinance may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; but such counterparts shall constitute but one and the same instrument.

--END OF ARTICLE 12--
DULY ADOPTED by the Governing Body of the Local Government Unit, in lawful session assembled, on February 24, 2009.

[SEAL] THE SCHOOL DISTRICT OF PITTSBURGH

______________________________
President, Board of Public Education

Attest:

___________________________
Assistant Secretary
EXHIBIT B

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

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

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WITNESS my hand and seal of the Local Government Unit this ______ day of ____________, 2009.

THE SCHOOL DISTRICT OF PITTSBURGH

[SEAL]

                        Assistant Secretary
RESOLUTION OF THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH ADOPTING THE EAST LIBERTY GATEWAY TAX INCREMENT FINANCING PLAN PRESENTED BY THE URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, AND MAKING CERTAIN FINDINGS.

WHEREAS, Pennsylvania's Tax Increment Financing Act, 53 P.S.§ 6930.1 et seq. (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 (the “Authority”) is legally empowered to prepare a Tax Increment Financing (“TIF”) proposal to provide financing for the elimination and prevention of the development or spread of blight within specified tax increment districts located in the School District of Pittsburgh (the “School District”) and the City of Pittsburgh (the “City”) and to present such proposal to the School District for its consideration; and

WHEREAS, the School District, the City and the County of Allegheny (the “County”) have previously adopted resolutions endorsing the concept of a TIF plan for financing of certain improvements in portions of the East Liberty Gateway Redevelopment Area #66, requesting the Authority to prepare a detailed TIF proposal and designating their respective representatives to work with the Authority toward the development and implementation of such a TIF plan; and

WHEREAS, the Authority, working with the designated representatives of the City, the County and the School District, has adopted and recommended a TIF Plan, in the form of the East Liberty Gateway TIF Plan, and in accordance with the requirements of the Act; and

WHEREAS, the Act provides for the cooperation of local taxing bodies in the financing of projects within TIF districts (including publicly owned infrastructure outside the boundaries of a TIF district but of direct benefit to a project) and for the issuance of debt to pay for certain of the costs of implementing such plans; and

WHEREAS, the School District is expected to benefit from the use of tax increments to pay certain project costs within, or of direct benefit to, the East Liberty Gateway TIF District (the “TIF District”) by stimulation of private investment, increases in property values, creation of employment opportunities and improvement of surrounding properties;

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Education of the School District of Pittsburgh that the East Liberty Gateway Tax Increment Financing Plan (the “Project
Plan” or “TIF Plan”) prepared by the Urban Redevelopment Authority of Pittsburgh and attached hereto as Exhibit A and incorporated herein for the financing of a portion of the costs of: (1) (a) Port Authority site ramp reconfiguration, (b) laying or relocating utilities, constructing or reconstructing roads and traffic control devices, along with other streetscape improvements, and (c) constructing road alterations and improvements in order to modify traffic flow and control patterns at Penn Circle (the improvements described in (a)-(c) may, in part constitute improvements to publicly owned infrastructure situate outside of the TIF District, but having a direct benefit to the Project within the TIF District); (2) funding necessary debt and interest reserves; and (3) issuing bonds or notes (collectively, the “TIF Project”) in or about the East Liberty Gateway Redevelopment Area #66 is hereby adopted substantially in such form.

RESOLVED FURTHER, that the boundaries of the East Liberty Gateway TIF District shall be as identified in the Project Plan and include only those units of property assessed or assessable for general property tax purposes.

RESOLVED FURTHER, that the East Liberty Gateway TIF District is created as of the effective date of November 1, 2009, and the East Liberty Gateway TIF District shall continue in existence for a period of twenty years from such date.

RESOLVED FURTHER, that tax revenues due, owing, and received by the School District from the pledged parcels, to the extent described in the Project Plan, are hereby pledged for the purposes set forth in the Project Plan.

RESOLVED FURTHER, that the appropriate officials of the School District are hereby directed to take such additional actions in cooperation with the Authority, the County and the City in furtherance of the implementation of the Project Plan.

RESOLVED FURTHER, that this Resolution shall be effective immediately, and any prior resolution or part thereof conflicting with the provisions of this Resolution is hereby repealed so far as the same affects this resolution.
RESOLVED AND ENACTED THIS day of , 2009 by the Board of Public Education of the School District of Pittsburgh in this lawful session regularly assembled.
7. AGREEMENT WITH FAMILY SERVICES OF WESTERN PENNSYLVANIA FOR IMPEMENTATION OF THE EMPLOYEE ASSISTANCE PROGRAM.

RESOLVED, That the proper officers of the Board be authorized to enter into an agreement with Family Services of Western Pennsylvania, PROServices Division, whereby during the period of January 1, 1992 through December 31, 1992, staff at Family Services of Western Pennsylvania will implement the School District's Employee Assistance Program for the confidential consultation and referral, if necessary, of employees who are experiencing personal problems. The cost of the agreement, not to exceed $54,340, is chargeable to Account Nos. 001-2300-010-2340-330 ($50,040), 001-2300-010-2340-530 ($3,200), and 001-2300-010-2340-550 ($1,000) (Division of Employee Relations in the 1992 General Fund Budget.)

8. SCHOOL ADMINISTRATIVE SOFTWARE.

RESOLVED, That the Board authorize its appropriate officers to enter into an agreement with CTB Macmillan/McGraw Hill to purchase school administrative software at a cost not to exceed $288,000 and enter into an agreement for annual software maintenance, with said agreement allowing CTB Macmillan/McGraw Hill to increase the maintenance portion of the annual charge.

RESOLVED, That the Board staff is authorized to initiate the implementation plan including purchase of equipment, services, and facility renovations at an estimated cost of $100,000.

These costs shall be payable from Account No. 000-9300-316-2170-610.

9. POLICY GOVERNING USE OF BUILDINGS DURING NON-SCHOOL HOURS.

USE OF SCHOOL FACILITIES

Section 1 – The Board hereby authorizes the Executive Director of Business Affairs, or his/her designee, to issue formal, written permits for the use of school buildings and grounds in accordance with the rules set forth herein. (Public School Code – Section 775)

These rules are not applicable to the use of facilities wherein the Board has authorized separate and distinct contracts or where the district has entered into partnership or collaborations with organizations. In such cases the provisions of the separate agreement, agreements or memoranda of understanding will apply.

This policy is designed to provide maximum utilization of school district facilities by district residents. Principals are authorized to limit the number of permit days issued to any particular group in order to make the facility available to more organizations, and are expected to promote the use of school facilities within their community.
November 27, 1991

Applicants for permits or permit renewals shall obtain state and federal background reports as required by Section 1-1111 of the School Code and a child abuse clearance pursuant to Act 151 and provide these reports to the District at the time of application.

Permit holders should be aware that school activities have priority, and permits may be cancelled with appropriate notice if the facility is required by the district for school use.

Section 2 – The Executive Director of Business Affairs is charged with the responsibility of issuing permits in accordance with this policy.

Section 3 – After issuance of a formal permit, said permit may be cancelled by the Executive Director of Business Affairs for violation of this policy.

Section 4 – A permit, as used in this Section, is defined as a formal writing in the name of the board which authorizes a limited use of either a school building, school grounds, or any part thereof, and shall contain all the terms and conditions under which such use may be enjoyed.

Section 5 – After normal school hours, all uses of school district facilities, by both school district and non-school district groups, require a formal, written permit.

Section 6 – Permits may be issued for social, recreation or other purposes subject to the limitations set forth herein.

Section 7 – Permits shall not be granted in the following instances:

(a) Permit use during normal school hours that is disruptive to the educational process or which would be disturbing to pupils or school personnel.

(b) For any meetings for which admission is charged in which motion pictures or video tapes are shown for commercial purposes.

(c) For meetings or events at which intoxicants will be consumed.

(d) For events in which facilities renovations or modifications are required.

(e) For events in which an individual or profit making group intends to earn a profit for personal gain, except that permits may be issued at the request of the city or its supporting agencies for civic or economic development activities at the discretion of the Executive Director for Business Affairs.
November 27, 1991

(f) For events in which the permit applicant intends to transfer or subcontract the permit approval to another party.

(g) For events which conflict with building maintenance and improvement projects.

(h) For continuous use by non-school organizations for more than the length of a semester.

(i) For any applicant that would be disqualified from employment with the School District as set forth in Section 1-111 of the School Code, 24 P.S. §1-111, due to the contents of their criminal background report. Permits will also be denied to applicants who fail to produce child abuse clearances pursuant to Act 151, 23 Pa. C.S.A. §6355.

The above list of prohibited uses shall not be considered exhaustive, but only illustrative of the types of uses for which permits will not be granted.

Section 8 – Approved permits requiring the use of school district equipment, such as electrical, stage or food service equipment, may require that an authorized employee of the School District be utilized to either operate or supervise the use of such equipment. The permit holder shall be responsible for reimbursing the Board for all appropriate personnel costs.

Section 9 – Security requirements are at the discretion of the Executive Director of Business Affairs. The permit holder shall be responsible for obtaining required security services and for providing compensation to same.

Section 10 – Permits authorized for the use of the swimming pools will require a Board-approved lifeguard/instructor. Appropriate adult supervision will be provided in locker room or rooms and pool area. Lifeguard certificates shall be provided at the time of permit issuance for all non-school sponsored events.

Section 11 – Permits not requiring rental or wage charges, except Pittsburgh Public Schools student activity groups, will not be authorized or permitted beyond 11:00 p.m.

Section 12 – Permit holder is required to reimburse the Board for vandalism or other destruction of property caused by the permit holder, or any person under the care, custody or control of the permit holder.

Section 13 – Failure to pay an authorize PAY permit and/or vandalism charges precludes future use of school district facilities.
REGULATIONS REGARDING THE USE OF
PITTSBURGH PUBLIC SCHOOL FACILITIES
(Revised 6-21-95)

1. The Board authorized the Executive Director of Business Affairs to issue formal, written permits, subject to cancellation for just cause including need of the facility for School District purposes. A complete set of rules is available for review in the school office or Office of Business Affairs. During the school term, a completed application for a permit shall originate with the school principal. If school principals are not available, applications shall initiate in the Office of Business Affairs. After normal school hours, ALL uses of the facilities require a written permit authorization.

2. Permits shall not be granted in the following instances: (a) permits during normal school hours that are detrimental to the educational process or disruptive to students and personnel; (b) for meetings for which admission is charged in which motion pictures or video tapes are shown for commercial purposes; (c) for meetings at which intoxicants will be consumed; (d) for events in which facilities renovations or modifications are required; (e) for events in which an individual or profit-making group intends to earn a profit for personal gain; (f) for events in which the permit applicant intends to transfer or sub-contract the permit to another party; (g) for events which conflict with building maintenance and improvement projects; (h) for continuous use by non-school organizations for more than the length of a semester. (i) for any applicant that would be disqualified from employment with the School District as set forth in Section 1-111 of the School Code, 24 P.S. §1-111, due to the contents of their criminal background report. Permits will also be denied to applicants who fail to produce child abuse clearances pursuant to Act 151, 23 Pa. C.S.A. §6355. NOTE: This list is not exhaustive but only illustrative of the types of uses for which permits will not be granted.

3. Other regulations – (a) the permit holder shall be responsible to reimburse the Board for School District personnel required to operate School District equipment; (b) when required by School District, the permit holder shall be responsible for obtaining private security services and for directly paying for such services; (c) the uses of swimming pools shall require a Board-approved lifeguard instructor and appropriate adult supervision in pool and locker rooms; (d) permits not requiring rental or wage charges, except Pittsburgh Public Schools student activity group, will not be authorized beyond 10:00 P.M.; (e) permit holder is required to reimburse the Board for vandalism caused by any persons under the control of the permit holder; (failure to pay Board charges or vandalism revokes future user of facilities.

CHARGES FOR USE OF
PITTSBURGH PUBLIC SCHOOL FACILITIES

1. Rental Charges – (a) Pittsburgh Public School activity groups, political meetings, and PTA, Parent Representatives and similar groups are NOT required to pay rental charges; (b) Boy Scouts, Girl Scouts and regularly organized non-profit community groups located within School District boundaries are entitled to up to two (2) free uses, per week, per school – rental charges to be paid after the two (2) free uses; (c) all other groups are not entitled to any fee use; Five (5) uses will be provided free, per week, per school during summer recess. Principals are authorized to limit continuous use in order to maximize the availability of the facility.

2. Custodial Charges – (a) All Groups, except Pittsburgh Public School student activity groups, shall pay the necessary wage cost to service the permit including actual hours of permit, opening closing building and clean-up where necessary. Custodial staff will be assigned to current Board-approved regulations.

3. Other Personnel Costs – Other personnel charges may be required depending on nature of permit.

DISCLAIMER LIABILITY CAUSE

The applicant hereby agrees to indemnify, defend and hold harmless the Board of Public Education of the School District of Pittsburgh, Pennsylvania, its Directors, Officer, Agents and Employees against any and all loss, damage, costs and expenses which the Board may suffer and incur arising from the use of or in connection with the use of Pittsburgh Public School facilities.
February 11, 2009

Mark Roosevelt, Superintendent
Board of School Directors
School District of Pittsburgh
341 South Bellefield Avenue
Pittsburgh, PA. 15213

Dear Mr. Roosevelt:

This letter and the attached Term Sheet (the “Term Sheet”), which constitutes a part hereof and is incorporated herein by reference, confirms certain understandings between a special purpose entity to be created by Pittsburgh Gateways Corporation (“Gateways”), on the one hand, and the School District of Pittsburgh (the “District”), on the other (Gateways and the District are collectively referred to as, the “parties” and individually, a “party”), with respect to the matters set forth herein.

Gateways has issued this letter on the basis of preliminary discussions held with the District about the feasibility of acquiring and then re-leasing to the District the building in the Hill District area of the city of Pittsburgh commonly known as the Connolly Building (the “Building”) to be redeveloped by Gateways as the epicenter for the Pittsburgh Green Innovators including lab space, offices, training facilities, school district facilities (the “Development”) (See Exhibit A for more information on the Development). In connection with our discussions, Gateways desires to commence negotiating a definitive Purchase and Sale Agreement (the “Agreement”) between the parties relating to the acquisition of the Building.

Without limitation of any other provision hereof, the District understands that Gateway’s willingness to consummate the negotiation of the Agreement shall be subject to, among other things, (i) its due diligence investigation of or with respect to the Building and such other matters as Gateways shall deem to be appropriate in its reasonable discretion; (ii) Gateways obtaining the government assisted financing, in the form of low interest loans or grants, necessary to make the improvements required to complete the Development; and (iii) such economic feasibility studies as Gateways deems necessary to provide the confirmation of the Development’s economic viability.

Except as set forth below, this letter is not intended to create any legally binding agreement or obligation on the part of either party. Rather, it is intended to set forth certain principal business terms upon which the parties have agreed to date and upon which they would like to proceed to negotiate the definitive Agreement. Without limitation of the foregoing, neither party shall be bound in any way with respect to any matter referred to herein, other than the Binding Provisions set forth below, until the Agreement has been executed and delivered. To the extent of any conflict between the terms of this letter (including the Term Sheet) and the Agreement, the Agreement shall be controlling.
Notwithstanding the foregoing, the following paragraphs (the "Binding Provisions") are intended to be binding, and shall constitute legally enforceable agreements by the parties (subject to the limitations set forth below):

(i) At all times until termination of the Binding Provisions as set forth below, the parties shall negotiate in good faith with respect to the matters set forth or referred to herein and all other matters which would be required to be addressed in order to consummate the transactions described herein.

(ii) At all times until termination of the Binding Provisions, the District shall provide Gateways, or cause to be provided to Gateways, full and complete access to the Building and to all records pertaining thereto and otherwise shall cooperate, and cause its employees, agents and other representatives ("Representatives") to cooperate, with Gateways and its Representatives in connection with its or their due diligence investigation. The District shall be permitted to designate who among its personnel shall be made available to Gateways in connection with its and its Representatives' due diligence investigation; provided, however, that the number, knowledge and responsibilities of the personnel so made available shall be such as to permit Gateways to conduct a thorough due diligence investigation. Gateways shall agree to indemnify and hold the District, and its officers, directors and employees harmless from any damage caused to the Building by Gateways and its representatives while conducting its investigation and shall restore the Building to its prior condition and repair any damage caused by its Representatives.

(iii) At all times until termination of the Binding Provisions, the District shall not permit or suffer any of its respective Representatives to, solicit, discuss or otherwise entertain offers, directly or indirectly, from any person or entity with respect to the acquisition or lease of the Building or any portion thereof.

(iv) Gateways shall be responsible for all of its expenses, costs and fees relating to its due diligence activities at the Building. Gateways shall not have any liability to the District and (except as set forth above) the District shall not have any liability to Gateways if, for any reason (other than as set forth above), an agreement is not reached between the parties. Each party shall bear its own expenses with respect to the Agreement, whether or not the same shall be consummated.

(v) The parties agree, upon the request of either, to enter into a confidentiality agreement to protect certain proprietary information of the parties that may be disclosed to each other; provided, however, Gateways may issue a press release, reviewed and consented to by the District, announcing the transaction. The parties acknowledge that the information covered by this paragraph may be subject to disclosure under the Pennsylvania Right to Know Law or other applicable statute.

(vi) The District agrees that all Confidential Information, which shall include all written, oral or electronic confidential or other proprietary information, developed by, or at the direction of, Gateways and relating to the Development belong to, and remain the property of, Gateways until such time as the Agreement is executed by the District. The District shall not disclose, directly or indirectly, to any third party any portion of the Confidential Information without the prior written consent of Gateways nor use it for any other purpose except as required by the laws of the Commonwealth of Pennsylvania.
Notwithstanding anything to the contrary set forth herein, this Letter may be terminated:

(i) at any time by mutual agreement of the parties; or

(ii) at any time by Gateways in the event that Gateways determines that the results of its due diligence investigation are not satisfactory to it for any reason.

Except as otherwise specifically stated herein, the parties shall have no further liability or obligation to each other following termination of this Letter as set forth above.

This letter (including the Term Sheet) represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes in their entirety any and all prior or contemporaneous agreements, written or oral, with respect thereto.

This letter shall be governed and construed under the laws of the Commonwealth of Pennsylvania. If this letter is acceptable to you, please so indicate by signing and returning the enclosed copy hereof to the undersigned, whereupon it will become an agreement between us, binding, to the extent set forth herein, in accordance with its terms. This letter shall terminate, and be of no further force or effect, if it has not been accepted by you on or before February 28, 2009.

Very truly yours,

PITTSBURGH GATEWAYS CORPORATION

By: ________________________________

Robert Meeder, Executive Director

The foregoing is hereby acknowledged, accepted and agreed:

ATTEST

THE SCHOOL DISTRICT OF PITTSBURGH

By: ________________________________

Secretary

Date: ________________________________

President of the Board of School Directors

Approved as to form

Solicitor to the School District of Pittsburgh

Date: ________________________________
TERM SHEET

Parties: Pittsburgh Gateways, its successors or assigns ("GATEWAYS")
The Pittsburgh Public School District. ("The District")

Building: The Connolly School building in the Hill District neighborhood of the City of Pittsburgh, as identified in red on Exhibit B

Financial Consideration: To be determined based on mutual agreement of the Parties.

Lease: The District shall have the right to lease space in the Building on rates and terms mutually advantageous to GATEWAYS and The District.

Use: Redevelopment as the epicenter for Pittsburgh Green Innovators to include lab space and office; training facilities for vocational and other job training, and residential live-work units.

Condition: As-Is.

Conditions Precedent: (i) Completion of definitive Agreement; (ii) commitments from Commonwealth or federal or county agencies of an amount satisfactory to Gateways (iii) satisfaction with due diligence investigation and absence of any material environmental conditions or other conditions which would preclude Gateway's ability to utilize the Building for the intended Use; (iv) securing necessary governmental approvals; and (vi) compliance with laws.

Representations and Warranties: Title, Due Authorization and others customary for a transaction of this character and size.

Breaches: Remedies to be negotiated

Other Conditions: To be negotiated, if any
Sealed bids were opened in the Board Room, on Tuesday, January 20, 2009. 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 Substance Abuse Policy.

INQUIRY 8589 VARIOUS LOCATIONS
Various Schoolroom and Office Locations

PRINTED FORMS – Contract for the purchase of printed forms for a period of one (1) year from March 1, 2009 to February 28, 2010 to be used at various locations.
Bids Received - 8
Estimated Total Cost: $40,000

<table>
<thead>
<tr>
<th>SUPPLIER</th>
<th>TOTAL LOT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpha Graphics</td>
<td>Incomplete Bid</td>
</tr>
<tr>
<td>Bulldog Office</td>
<td>Incomplete Bid</td>
</tr>
<tr>
<td>Multiscope</td>
<td>Incomplete Bid</td>
</tr>
<tr>
<td>Plaques and Such</td>
<td>Incomplete Bid</td>
</tr>
<tr>
<td>Postnet</td>
<td>Incomplete Bid</td>
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<tr>
<td>FS &amp; A</td>
<td>Incomplete Bid</td>
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<tr>
<td>American Printing</td>
<td>$41,704.85</td>
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<tr>
<td>Allegheny Commercial Printing</td>
<td>$43,460.65</td>
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</table>

*******
RESOLUTIONS

There are no resolutions in this section for this month.

* * * * * *

The details supporting these inquiries, bids and resolutions are made a part of this report by reference thereto and may be seen in the 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
Sealed bids were opened November 18, December 23, 2008 and January 6, 13 and 20, 2009. 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.

A. Contractor submitted an irregular bid (e.g. incomplete bid, lack of bid bonds, signatures, etc.).

B. Contractor withdrew its bid in accordance with Act 4, Chapter 18, Public Bids, Section 1602: unintentional and substantial arithmetical error.

C. Contractor withdrew its bid in accordance with Act 4, Chapter 18, Public Bids, Section 1602: unintentional omission of a substantial quantity of work.

D. Contractor was found to be noncompliant with the School District's EBE policy.

E. Exceeds the Board’s Variable Cap for Compliance as approved February 23, 2005.
PITTSBURGH ARSENAL PRE K-5 (Previously bid on 10/23/08.)
General, Plumbing, Mechanical and Electrical Work
Acct. 298-6300-364-4630-450
Project MS08-119-31, 32, 33, 34
Standpipe / Sprinkler System
Total Project Estimate: $ 475,000

<table>
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<tr>
<th>Work Type</th>
<th>Vendor</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL WORK:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>U &amp; S Construction</td>
<td>$ 126,200</td>
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<tr>
<td></td>
<td>Arcon Contracting, Inc.</td>
<td>149,000</td>
</tr>
<tr>
<td></td>
<td>Thomas Didiano &amp; Son, Inc.</td>
<td>157,800</td>
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<tr>
<td>PLUMBING WORK:</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Definis Mechanical Contractors, LLC</td>
<td>$ 398,600</td>
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<tr>
<td></td>
<td>W. G. Tomko, Inc.</td>
<td>404,444</td>
</tr>
<tr>
<td></td>
<td>Wheels Mechanical Contracting</td>
<td>413,700</td>
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<td></td>
<td>Vrabel Plumbing Co.</td>
<td>422,200</td>
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<td></td>
<td>AMB Excavating, Inc.</td>
<td>566,000</td>
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<td>MECHANICAL WORK:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>R. A. Finnegan, Inc.</td>
<td>$ 27,500</td>
</tr>
<tr>
<td></td>
<td>East West Manufacturing &amp; Supply Co.</td>
<td>27,900</td>
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<tr>
<td>ELECTRICAL WORK:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Right Electric, Inc.</td>
<td>$ 40,700</td>
</tr>
<tr>
<td></td>
<td>Merit Electrical Group, Inc.</td>
<td>41,900</td>
</tr>
</tbody>
</table>

February 24, 2009
PITTSBURGH ARSENAL PRE K-5 (Cont'd.) (Previously bid on 10/23/08.)
General, Plumbing, Mechanical and Electrical Work
Acct. 298-6300-364-4630-450
Project MS08-119-31, 32, 33, 34
Standpipe / Sprinkler System
Total Project Estimate: $475,000

It is recommended that the award be made to the lowest responsible bidders as follows:

GENERAL WORK: Base Bid
Reject and rebid.

PLUMBING WORK: Base Bid
Definis Mechanical Contractors, LLC $398,600

MECHANICAL WORK: Base Bid
R. A. Finnegan, Inc. $27,500

ELECTRICAL WORK: Base Bid
Right Electric, Inc. $40,700

TOTAL $466,800
PITTSBURGH CONCORD (Previously bid on 11/03/08)
General, Plumbing, Mechanical and Electrical Work
Acct. 118-6311-365-4500-450
Project E1106-104-31, 32, 33, 34
New Building Addition / Renovations
Total Project Estimate: $18,000,000

<table>
<thead>
<tr>
<th></th>
<th>Base Bid</th>
<th>G-1</th>
<th>G-2</th>
<th>G-4</th>
<th>G-5</th>
<th>G-6</th>
<th>G-7</th>
<th>G-8</th>
<th>G-9</th>
<th>G-10</th>
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<tbody>
<tr>
<td>Reginella Construction Co.</td>
<td>$9,810,000</td>
<td>-25,000</td>
<td>-43,000</td>
<td>-65,000</td>
<td>-5,000</td>
<td>+10,000</td>
<td>+89,000</td>
<td>N/A</td>
<td>-9,000</td>
<td>+589,000</td>
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<td>Gurtner &amp; Sons, LLC</td>
<td>10,100,000</td>
<td>-35,000</td>
<td>-50,600</td>
<td>-85,000</td>
<td>-3,900</td>
<td>+20,000</td>
<td>+14,000</td>
<td>N/A</td>
<td>-10,000</td>
<td>+550,000</td>
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<td>Yarborough Development, Inc.</td>
<td>10,243,000</td>
<td>-53,000</td>
<td>-43,000</td>
<td>-91,000</td>
<td>-10,000</td>
<td>+6,300</td>
<td>+20,000</td>
<td>N/A</td>
<td>-22,000</td>
<td>+650,000</td>
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<td>P. J. Dick</td>
<td>10,597,000</td>
<td>-41,000</td>
<td>-51,000</td>
<td>0</td>
<td>+17,000</td>
<td>+11,000</td>
<td>+53,000</td>
<td>-44,000</td>
<td>-22,000</td>
<td>+625,000</td>
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Alternates:
G-1: Change shower and locker rooms to shell space
G-2: Delete playground surfacing
G-3: Not used
G-4: Substitute VCT in lieu of linoleum
G-5: Substitute athletic wood floor manufacturers
G-6: Translucent System by CPI Daylighting
G-7: Ceramic Tile on Studs in lieu of CMU at corridors
G-8: Not used
G-9: Delete synthetic floor over cafeteria room
G-10: Original design and work scope
PITTSBURGH CONCORD (Cont’d.) (Previously bid on 11/03/08)

General, Plumbing, Mechanical and Electrical Work

Acct. 118-6311-365-4500-450
Project EI106-104-31, 32, 33, 34
New Building Addition / Renovations
Total Project Estimate: $18,000,000

PLUMBING WORK

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>P-1</th>
<th>P-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flaherty Mechanical Contractors, LLC</td>
<td>$999,000</td>
<td>-6,000</td>
<td>+50,000</td>
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<tr>
<td>W. G. Tomko, Inc.</td>
<td>1,666,666</td>
<td>-10,000</td>
<td>+200,000</td>
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<tr>
<td>Wheels Mechanical, Inc.</td>
<td>1,738,600</td>
<td>-25,000</td>
<td>+400,000</td>
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<td>Newman Plumbing, Inc.</td>
<td>2,085,000</td>
<td>-25,000</td>
<td>+85,000</td>
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Alternates:
P-1: Change shower and locker rooms to shell space
P-2: Original design and work scope

MECHANICAL WORK

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>M-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>R. A. Finnegan, Inc.</td>
<td>$1,407,000</td>
<td>+38,800</td>
</tr>
<tr>
<td>East West Manufacturing &amp; Supply Co.</td>
<td>1,425,200</td>
<td>+37,000</td>
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<tr>
<td>Moore-Boehm Enterprises, Inc.</td>
<td>1,431,000</td>
<td>+20,000</td>
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<td>R &amp; B Mechanical, Inc.</td>
<td>1,451,800</td>
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<td>Weider Services</td>
<td>1,493,271</td>
<td>+52,000</td>
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</table>

Alternate:
M-1: Original Design and Work Scope

ELECTRICAL WORK

<table>
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<tr>
<th>Contractor</th>
<th>Base Bid</th>
<th>E-1</th>
<th>E-2</th>
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</thead>
<tbody>
<tr>
<td>Allegheny City Electric, Inc.</td>
<td>$1,725,000</td>
<td>-18,350</td>
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</tr>
<tr>
<td>Right Electric, Inc.</td>
<td>1,763,000</td>
<td>-9,600</td>
<td>+7,035</td>
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<tr>
<td>Vern’s Electric, Inc.</td>
<td>1,725,692</td>
<td>-8,961</td>
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<tr>
<td>Merit Electrical Group, Inc.</td>
<td>1,812,000</td>
<td>-17,000</td>
<td>+10,500</td>
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</table>

Alternates:
E-1: Change shower and locker rooms to shell space
E-2: Original design and work scope
PITTSBURGH CONCORD (Cont’d.) (Previously bid on 11/03/08)
General, Plumbing, Mechanical and Electrical Work
Acct. 118-6311-365-4500-450
Project E106-104-31, 32, 33, 34
New Building Addition / Renovations
Total Project Estimate: $ 18,000,000

It is recommended that the awards be made to the lowest responsible bidders as follows:

<table>
<thead>
<tr>
<th>WORK TYPE</th>
<th>Contractor</th>
<th>Base Bid</th>
<th>Alternate</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>GENERAL WORK:</td>
<td>Reginella Construction Co.</td>
<td>$9,810,000</td>
<td>+589,000</td>
<td>$10,399,000</td>
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<td>PLUMBING WORK:</td>
<td>Flaherty Mechanical Contractors, LLC</td>
<td>$999,000</td>
<td>+50,000</td>
<td>$1,049,000</td>
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<tr>
<td>MECHANICAL WORK:</td>
<td>R. A. Finnegan, Inc.</td>
<td>$1,407,000</td>
<td>+38,800</td>
<td>$1,445,800</td>
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<tr>
<td>ELECTRICAL WORK:</td>
<td>Right Electric, Inc.</td>
<td>$1,763,000</td>
<td>+7,035</td>
<td>$1,770,035</td>
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Alternates P-2, M-1 and E-2: Original design and scope of work

TOTAL $14,663,835
PITTSBURGH LIBERTY K-5
Plumbing Work
Acct. 147-6300-357-4630-450
Project MS08-132-32
Water Line Replacement
Total Project Estimate: $107,636

<table>
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<th>PLUMBING WORK:</th>
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<td>AMB Excavating, Inc.</td>
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<td>Definis Mechanical Contractors, LLC</td>
<td>119,500</td>
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<tr>
<td>Meyer Excavation</td>
<td>124,900</td>
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<td>W. G. Tomko</td>
<td>137,000</td>
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<td>Wheels Mechanical Contracting</td>
<td>138,600</td>
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</table>

February 24, 2009

It is recommended that the award be made to the lowest responsible bidder meeting the terms and conditions of bidding as follows: Flaherty Mechanical Contractors, LLC for $103,421.
UNIVERSITY PREPARATORY SCHOOL AT MARGARET MILLIONES
General, Plumbing, Mechanical and Electrical Work
Acct. 309-6308-367-4500-450
Project E108-110-31, 32, 33, 34
New Building Addition / Renovations
Total Project Estimate: $ 9,713,537

<table>
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<tr>
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(4) UNIVERSITY PREPARATORY SCHOOL AT MARGARET MILLIONES (Cont’d.)
General, Plumbing, Mechanical and Electrical Work
Acct. 309-6308-367-4500-450
Project EI08-110-31, 32, 33, 34
New Building Addition / Renovations
Total Project Estimate: $9,713,537

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(4) UNIVERSITY PREPARATORY SCHOOL AT MARGARET MILLIONES (Cont’d.)
General, Plumbing, Mechanical and Electrical Work
Acct. 309-6308-367-4500-450
Project EI08-110-31, 32, 33, 34
New Building Addition / Renovations
Total Project Estimate: $ 9,713,537

<table>
<thead>
<tr>
<th>PLUMBING WORK</th>
<th>Base Bid</th>
<th>P-1</th>
<th>P-2</th>
<th>P-3</th>
<th>P-4</th>
<th>P-5</th>
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<th>P-7</th>
<th>P-8</th>
<th>P-9</th>
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<th>P-11</th>
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<tbody>
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<th>P-19</th>
<th>P-20</th>
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General, Plumbing, Mechanical and Electrical Work

Government: University Preparatory School at Margaret Million
Account: 309-6308-367-4500-450
Project: E108-110-31, 32, 33, 34
New Building Addition / Renovations
Total Project Estimate: $9,713,537

February 24, 2009

<table>
<thead>
<tr>
<th>MECHANICAL WORK</th>
<th>Base Bid</th>
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<th>M-2</th>
<th>M-3</th>
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<th>M-6</th>
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| MECHANICAL WORK                  | Base Bid | M-12 | M-13 | M-14 | M-15 | M-16 | M-17 | M-18 | M-19 | M-20 | M-22 |
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| Flaherty Mechanical Contractors, LLC | $1,117,100 | N/A | -87,000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | -5,000 |
| Lugaila Mechanical, Inc.         | 1,299,000 | N/A | -120,000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | -850 |
| R. A. Finnegan, Inc.             | 1,380,000 | N/A | -142,000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | -1,100 |
| East West Manufacturing & Supply Co. | 1,470,000 | N/A | -152,900 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | -1,000 |
| Moore Boehm                      | 1,523,000 | N/A | -135,000 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | -1,100 |
| Weidner Services                 | 1,658,564 | N/A | -102,122 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | -11,055 |
UNIVERSITY PREPATORY SCHOOL AT MARGARET MILLONES
General, Plumbing, Mechanical and Electrical Work
Acct. 309-6308-367-4500-450
Project E108-110-31, 32, 33, 34
New Building Addition / Renovations
Total Project Estimate: $ 9,713,537

<table>
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<th>E-21</th>
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<td>-13,000</td>
<td>-132,000</td>
<td>-2,000</td>
<td>-5,000</td>
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</tbody>
</table>
It is recommended that the award be made to the lowest responsible bidder meeting the terms and conditions of bidding as follows:

GENERAL WORK:
Gurtner & Sons, LLC Including Delete Alts. 5, 7, 8, 9, 10, 13 and 22 $ 3,737,800

PLUMBING WORK:
Flaherty Mechanical, Inc. Including Delete Alts. 1, 12 and 13 $ 719,921

MECHANICAL WORK:
Flaherty Mechanical Contractors, LLC Including Delete Alts. 3, 4, 13 and 22 $ 931,100

ELECTRICAL WORK:
Wellington Power Corp. Including Delete Alts. 3, 4, 5, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 $ 2,764,273

TOTAL $8,153,094

*Please see Page 14 for delete Alternate descriptions.
UNIVERSITY PREPARATORY SCHOOL AT MARGARET MILLIONES (Cont'd.)
General, Plumbing, Mechanical and Electrical Work
Acct. 309-6308-367-4500-450
Project EI08-110-31, 32, 33, 34
New Building Addition / Renovations
Total Project Estimate: $ 9,713,537

*Reference for delete Alternates include: General, Plumbing, Mechanical and Electrical

Alt 1 – Water Coolers
Alt 2 - Casework
Alt 3 – HVAC Equipment
Alt 4 – HVAC Equipment
Alt 5 – Luminous Ceilings
Alt 6 - Canopy
Alt 7 – Music Storage
Alt 8 – Library Furniture
Alt 9 – Gypsum Board
Alt 10 – Stairs # 3 and # 6 Floor Tile
Alt 11 – Rooms 239, 331, 332, 333, 334, 335
Alt 12 – CTS Piping in Lieu of Copper
Alt 13 – Rooms 507, 508, 509, 510, 511, 512, 513, 515, 516 516A, 521 and 521 A
Alt 14 – Sound System Modifications
Alt 15 – Fire Alarm Modifications
Alt 16 – Clock System Modifications
Alt 17 – Wireless Data Modifications
Alt 18 – Security System Modifications
Alt 19 – Motion Sensors
Alt 20 – Conduits Indicated for Concealed Wiring Above Drop Ceilings
Alt 21 – Telephone System Modifications
Alt 22 - Balcony
(5) VARIOUS SCHOOLS
Maintenance Agreement
Elevator Work
Acct. 000-6303-010-4600-431
Project BI09-004-31
Total Project Estimate: $ 350,000

Base Bid

Industrial / Commercial Eastern Elevator $97,792

It is recommended that the award be made to the lowest responsible bidder meeting the terms and conditions of bidding based on the lowest sum total of hourly rates submitted for all listed items: Industrial/Commercial Eastern Elevator from March 1, 2009 through December 31, 2010 for $ 175,000 / year for a total of $ 350,000.

(6) VARIOUS SCHOOLS
Maintenance Agreement
Electrical Work
Acct. 000-6303-010-4600-431
Project ES09-001-34
Total Project Estimate: $ 180,000

Base Bid

Allegheny City Electric, Inc. $ 8,255
Zavala, Inc. 11,090
Right Electric, Inc. 11,782

It is recommended that the award be made to the lowest responsible bidder meeting the terms and conditions of bidding based on the lowest sum total of hourly rates submitted for all listed items: Allegheny City Electric, Inc. at $80,000 March 1, 2009 through December 31, 2009 and $100,000 January 1, 2010 through December 31, 2010 for a total of $180,000.

Respectfully submitted,

Floyd McCrea
Chairperson
REPORT NUMBER 0907A  
CHANGE ORDER REPORT  
Approvals recommended in accordance with  
Change Order Policy effective date 7/23/07  
(Exceeds amount of $25,000)

<table>
<thead>
<tr>
<th>SCHOOL NAME</th>
<th>CHANGE ORDER DESCRIPTION</th>
<th>ADD</th>
<th>DEDUCT</th>
<th>APPROVED BY</th>
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<tr>
<td>VARIOUS SCHOOLS 0F7259</td>
<td>Boiler/Chiller Plant Water Treatment – Annual Maintenance Agreement. Increase not-to-exceed amount from $471,810 to $539,310.</td>
<td>$67,500.00</td>
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<td>GLA Water Consultants, Inc.</td>
<td>Total $67,500.00</td>
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This change order is retroactive to January 1, 2009, and will extend the existing maintenance agreement through March 31, 2009. Provide chemical water treatment service program for three (3) months for the schools listed under the original contract. The project was bid in December 2008; however, all bids were rejected in January 2009 and the project is scheduled for rebid. In the interim, this work is necessary for the water treatment for our boiler systems.
REPORT NUMBER 0907B
CHANGE ORDER REPORT
Approvals recommended in accordance with
Change Order Policy effective date 7/23/07
(not to exceed amount of $25,000)

NONE
REPORT NUMBER 0907C
CHANGE ORDER REPORT

Special Legislative Items

To be reviewed by PPS Solicitor

NONE
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**HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS**

**REPORT NO. 4732**

February 24, 2009

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<th>Section</th>
<th>Page(s)</th>
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<tbody>
<tr>
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<tr>
<td>B. Reassignments From Leave of Absence</td>
<td>4-5</td>
</tr>
<tr>
<td>C. Full Time Substitutes</td>
<td>5-6</td>
</tr>
<tr>
<td>D. Part-Time Substitutes (No Action)</td>
<td>6</td>
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<tr>
<td>E. Day-to-Day Substitutes</td>
<td>6-8</td>
</tr>
<tr>
<td>F. Reinstatements</td>
<td>8</td>
</tr>
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<td>G. Retirements</td>
<td>9-10</td>
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<td>H. Resignations</td>
<td>10</td>
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<tr>
<td>I. Terminations</td>
<td>11</td>
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<tr>
<td>J. Full-Time Substitutes Released</td>
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<td>K. Part-Time Substitutes Released (No Action)</td>
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<td>L. Day-to-Day Substitutes Released (No Action)</td>
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<td>M. Sabbatical Leaves of Absence</td>
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<td>N. Leaves of Absence</td>
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<td>O. Transfers From Temporary Professional to Professional Status (No Action)</td>
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<td>P. Transfers From One Position to Another Without Change of Salary</td>
<td>13-14</td>
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<tr>
<td>Q. Transfers From One Position to Another With Change of Salary</td>
<td>14-17</td>
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<tr>
<td>R. Supplemental Appointments</td>
<td>18-19</td>
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<tr>
<td>S. Miscellaneous Recommendations</td>
<td>20-25</td>
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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

<table>
<thead>
<tr>
<th>Name</th>
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<th>Salary per month</th>
<th>Date</th>
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<tbody>
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<td>Allen, Mary</td>
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<td>Student Data System Specialist Allderdice</td>
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<td>Lincoln</td>
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<td>Arsenal</td>
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<td>Harlacher, Michael</td>
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<td>Vann</td>
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<td>Hauck, Jennifer</td>
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<td>Dilworth</td>
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<td>Stevens</td>
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<td>Arlington ALA</td>
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<td>Spring Hill</td>
<td>(001-01)</td>
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26. Rau, Adria  
   Teacher  
   Woolslair  
   $3863.00  
   01-26-09  

27. Reynolds, Casey  
   Teacher  
   Career and Technical Education  
   $4647.00  
   01-20-09  

28. Riggs, Loretta  
   Preschool Coach  
   Early Childhood  
   $3642.00  
   01-12-09  

29. Schmitt, Jessica  
   Teacher  
   Murray ALA  
   $3847.00  
   01-28-09  

30. Shaahid, Darnell  
   Teacher  
   Morrow  
   $3847.00  
   01-28-09  

31. Slayton, Charles  
   Educational Assistant III  
   Attendance Assistant Support Services  
   $3194.00  
   02-09-09  

32. Spears, K'tohri  
   Teacher  
   Miller  
   $4121.00  
   01-28-09  

33. Sutin, Reuben  
   Teacher  
   McNaugher  
   $3863.00  
   01-26-09  

34. Swackhammer, Alicia  
   Educational Assistant I  
   In-House Suspension Aide  
   Perry  
   $2137.00  
   02-03-09  

35. Underwood, Jacquelyn  
   Teacher  
   Sunnyside  
   $3847.00  
   01-28-09  

36. Zupancic, Kara  
   Teacher  
   .6 Schaeffer / .4 Rooney ALA  
   $3657.00  
   02-05-09  

**Hourly Employees**

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<th>Name</th>
<th>Position</th>
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<th>Date</th>
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<td>37. Adamchik, Anthony</td>
<td>Aide for Students with Disabilities Phillips</td>
<td>$ 11.47</td>
<td>01-14-09</td>
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<td>38. Ash, Gabriel</td>
<td>Adjunct Teacher Pgh. CAPA</td>
<td>$ 30.65</td>
<td>01-29-09</td>
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39. Kelley-Stamerra, Susan  
   Adjunct Teacher  
   Pgh. CAPA  
   $ 30.65  
   02-11-09

40. Lamb, Sara  
   Adjunct Teacher  
   Rogers CAPA  
   $ 30.65  
   02-11-09

41. Parrish, Carley  
   Adjunct Teacher  
   Pgh. CAPA  
   $ 30.65  
   11-18-08

42. Pultz, Shannon  
   Adjunct Teacher  
   Pgh. CAPA  
   $ 30.65  
   11-18-08

43. Shelton, Vera  
   Aide for Student with Disabilities  
   Minadeo  
   $ 11.47  
   02-09-09

B. Reassignments From Leave of Absence

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<th>Name</th>
<th>Position</th>
<th>Salary per month</th>
<th>Date</th>
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<tr>
<td>Ash, Lisa</td>
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<td>Broskovich, Michelle</td>
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<tr>
<td>Depaolo, Jennifer</td>
<td>Teacher Greenfield</td>
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<td>Gerner, Christine</td>
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<td>01-29-09</td>
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9. Russell, Sara  Teacher  $ 4905.00  01-26-09  Dilworth  (002-08)
10. Scarpaci, Christina  Teacher  $ 6068.00  02-29-09  South Hills  (001-10a)
11. Solomon, Mary  Teacher  $ 7770.00  01-05-09  Stevens  (002-10b)
12. Tapu, Christine  Teacher  $ 7840.00  01-26-09  Allderdice  (003-11)
13. Taylor, Deborah  Educational Assistant I  $ 3216.00  01-12-09  Emotional Support Aide  Linden  (03A-03)

### Hourly Employees

<table>
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<th>Position</th>
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<td>15. Randolph, Darrell</td>
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<td>16. Snyder, Jeffrey</td>
<td>Assistant Custodian A  Westinghouse</td>
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### C. Full-Time Substitutes

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<td>(FTS-01)</td>
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<td>2. Baumgart, Carl</td>
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<td>3. Drake Robinson, Marlo</td>
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<td>Harbaugh, Virginia</td>
<td>King ALA</td>
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<td>Hennon, Dave</td>
<td>Allderdice</td>
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<td>Katrencik, Joseph</td>
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<td>Carrick</td>
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<td>Schmitt, Avryle</td>
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<td>White, Dorothy</td>
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<td>18</td>
<td>Williams, Jessica</td>
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D. **Part Time Substitutes**
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<td>01-26-09</td>
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<td>2. Craig, Marguerite</td>
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<td>01-26-09</td>
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<td>3. Cress, John</td>
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<td>4. Finch, Allan</td>
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<td>5. Formal, Stacey</td>
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<td>01-26-09</td>
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<td>6. Frederick, Chelsea</td>
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<td>7. Georgiana, Michael</td>
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<td>01-20-09</td>
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<td>8. Joseph-Armstrong</td>
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<td>01-26-09</td>
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<tr>
<td>Tonia</td>
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<tr>
<td>9. Knox, Kellie</td>
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<td>01-26-09</td>
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<tr>
<td>10. Kuchan, Telicia</td>
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<td>01-26-09</td>
</tr>
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<td>11. Malinowski, Lindsay</td>
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<td>01-26-09</td>
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<td>12. Micco, Laura</td>
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<td>13. Miller, Jennifer</td>
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<td>14. Mull, Katelyn</td>
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<td>15. Preston, Jerold</td>
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<td>16. Randhania, Kirenjote</td>
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<td>17. Santora, Stachel</td>
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<td>18. Swan, Stephanie</td>
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<td>19. Turner, Stacey</td>
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<td>20. White, Amanda</td>
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**Hourly Employees**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Rate per Hour</th>
<th>Date</th>
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<tbody>
<tr>
<td>21. Gee, Frederick</td>
<td>Cleaner Substitute</td>
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<tr>
<td>22. Lomax, Maurice</td>
<td>Cleaner Substitute</td>
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<td>01-15-09</td>
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<td>23. Robinson, Regina</td>
<td>Food Service Worker Substitute</td>
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<td>24. Starr, Nick</td>
<td>Cleaner Substitute</td>
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**F. Reinstatements**

**Salaried Employees**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary per month</th>
<th>Date</th>
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<tr>
<td>1. Schmidt, Kenneth</td>
<td>Teacher Oliver</td>
<td>$3847.00 (001-02)</td>
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<tr>
<td>Name</td>
<td>Position</td>
<td>Date</td>
<td>Reason</td>
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<td>-------------------</td>
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<tr>
<td>Belasco, Mark</td>
<td>Teacher .6 Schaeffer / .4 Rooney ALA</td>
<td>02-04-09</td>
<td>Early Ret. Allowance</td>
</tr>
<tr>
<td>Bertha, Lorraine</td>
<td>Teacher Weil ALA</td>
<td>01-28-09</td>
<td>Early Ret. Allowance</td>
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<tr>
<td>Cox, Eugene</td>
<td>Athletic Field Caretaker I Plant Operations</td>
<td>01-28-09</td>
<td>Disability Ret. Allowance</td>
</tr>
<tr>
<td>Currie, Kenneth</td>
<td>Fireman A Plant Operations</td>
<td>02-13-09</td>
<td>Early Ret. Allowance</td>
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<td>Dulski, Dorothy</td>
<td>School Supply Clerk Arsenal Middle</td>
<td>01-21-09</td>
<td>Ret. Allowance</td>
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<td>Fuller, Rena</td>
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<td>10-17-08</td>
<td>Disability Ret. Allowance</td>
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<td>Goldby, Judith</td>
<td>Material Expeditor Maintenance</td>
<td>04-01-09</td>
<td>Ret. Allowance</td>
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<td>Gray, Janice</td>
<td>Teacher Manchester</td>
<td>01-16-09</td>
<td>Early Ret. Allowance</td>
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<td>Jordan, Rufus</td>
<td>Teacher Office of Human Resources</td>
<td>01-31-09</td>
<td>Ret. Allowance</td>
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<td>Lavezoli, Darlene</td>
<td>Teacher Carrick</td>
<td>01-31-09</td>
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<td>Luster, Rose Marie</td>
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<td>Lopata, Janet</td>
<td>School Library Clerk Allderdice</td>
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<td>Disability Ret. Allowance</td>
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<tr>
<td>Nydes, Burt</td>
<td>Teacher Substitute</td>
<td>06-15-09</td>
<td>Ret. Allowance</td>
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<td>Reefer, Margaret</td>
<td>Classroom Assistant Life Skills, Conroy</td>
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<td>Ret. Allowance</td>
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<td>Reynolds, Carole</td>
<td>Food Service Worker Food Service Center</td>
<td>10-16-08</td>
<td>Ret. Allowance</td>
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</table>
16. Shapiro, Karen  
   Teacher  
   Allderdice  
   01-24-09  
   Early Ret. Allowance

17. Thomas Rutherford,  
    Mys’tique  
   Security Aide  
   King ALA  
   09-01-09  
   Disability  
   Ret. Allowance

18. Trozzi, Lisa  
   Teacher  
   Carrick  
   01-28-09  
   Early Ret. Allowance

H. Resignations

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<tr>
<th>Name</th>
<th>Position</th>
<th>Date</th>
<th>Reason</th>
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<tbody>
<tr>
<td>1. Bright, Lydia</td>
<td>Teacher Substitute</td>
<td>01-09-09</td>
<td>Other work</td>
</tr>
<tr>
<td>2. Johnson, Joan</td>
<td>Supervisory Aide I Liberty</td>
<td>12-24-09</td>
<td>Personal</td>
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<tr>
<td>3. Lash-Todd, Ruth</td>
<td>Educational Assistant I School Support Aide I King ALA</td>
<td>02-13-09</td>
<td>Personal</td>
</tr>
<tr>
<td>4. Mah, Christine</td>
<td>Fiscal Analyst Early Childhood</td>
<td>02-23-09</td>
<td>Personal</td>
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<tr>
<td>5. Martin-Young, Devin</td>
<td>Cleaner Substitute, Oliver</td>
<td>01-20-09</td>
<td>Personal</td>
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<tr>
<td>6. Morant, Louise</td>
<td>Supervisory Aide I Lincoln</td>
<td>12-24-08</td>
<td>Personal</td>
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<td>7. Murock, Harold</td>
<td>Teacher Arsenal</td>
<td>01-31-09</td>
<td>Personal</td>
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<td>8. Reed, Greer</td>
<td>Adjunct Teacher Pgh. CAPA</td>
<td>01-20-09</td>
<td>Personal</td>
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<td>9. Samakow, Harriet</td>
<td>Teacher Arlington ALA</td>
<td>01-27-09</td>
<td>Personal</td>
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<td>10. Silveira, Joanne</td>
<td>Teacher Fulton</td>
<td>01-05-09</td>
<td>Personal</td>
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</table>
I. Terminations

1. Brazell, Shawn  Heavy Cleaner/Fireman Carrick  02-25-09  For cause
2. Coleman, Maurice  Cleaner Substitute  02-25-09  For cause

J. Full-Time Substitutes Released

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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<tbody>
<tr>
<td>Kiska, Raechel</td>
<td>Greenfield</td>
<td>02-03-09</td>
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<tr>
<td>Means, Gina</td>
<td>Manchester</td>
<td>01-28-09</td>
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<tr>
<td>Shearer, Christina</td>
<td>Allderdice</td>
<td>01-23-09</td>
</tr>
<tr>
<td>Shevitz, Kevin</td>
<td>Schenley</td>
<td>01-23-09</td>
</tr>
<tr>
<td>Smith, Justin</td>
<td>Manchester</td>
<td>01-23-09</td>
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<tr>
<td>Yapsuga, Leslie</td>
<td>Schenley</td>
<td>01-23-09</td>
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K. Part-Time Substitutes Released
(No Action)

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

M. Sabbatical Leaves of Absence

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Dates</th>
<th>Reason</th>
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<tbody>
<tr>
<td>Evagash, Timothy</td>
<td>Teacher</td>
<td>01-27-09 to 06-17-09</td>
<td>Health</td>
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### N. Leaves of Absence

<table>
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<tr>
<th>Name</th>
<th>Position</th>
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<th>Reason</th>
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<tbody>
<tr>
<td>1. Davis, Danielle</td>
<td>Preschool Teacher II Homewood ECC</td>
<td>01-28-09 to 06-19-09</td>
<td>Health</td>
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<tr>
<td>2. Eisengart, Patricia</td>
<td>Teacher Carmalt</td>
<td>01-28-09 to 06-16-09</td>
<td>Education</td>
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<tr>
<td>3. Handler, Denise</td>
<td>Teacher Minadeo</td>
<td>01-28-09 to 06-16-09</td>
<td>Personal</td>
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<td>4. Hardy, Jauneline</td>
<td>Family Service Specialist Early Childhood</td>
<td>01-12-09 to 07-01-09</td>
<td>FMLA</td>
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<tr>
<td>5. Hill, Dana</td>
<td>Teacher Student Achievement Center</td>
<td>03-04-09 to 06-16-09</td>
<td>Personal</td>
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<tr>
<td>6. Kovalcik, Beth</td>
<td>Teacher Brookline</td>
<td>01-16-09 to 06-16-09</td>
<td>Personal</td>
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<tr>
<td>7. Long, Charles</td>
<td>Senior Accountant Finance</td>
<td>07-08-09 to 02-26-10</td>
<td>Military</td>
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<tr>
<td>8. Oliveri, Craig</td>
<td>Teacher Faison</td>
<td>01-23-09 to 06-17-09</td>
<td>Health</td>
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<tr>
<td>9. Tressler, Donna</td>
<td>Certified Occupational Therapist Assistant Program for Students with Exceptionalities</td>
<td>01-15-09 to 04-05-09</td>
<td>Health</td>
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### O. Transfers From Temporary Professional to Professional Status
(No Action)
### P. Transfers From One Position to Another Without Change of Salary

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<th>Position</th>
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<tr>
<td>1. Corr, Brian</td>
<td>Science Coordinator, Professional Development and Curriculum and Instruction to Science Supervisor, Professional Development and Curriculum and Instruction</td>
<td>12-11-08</td>
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<tr>
<td>2. Dickerson, James</td>
<td>PM Energy Coordinator Facilities/Plant Operations to PM Energy Coordinator, Facilities/Maintenance</td>
<td>02-25-09</td>
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<tr>
<td>3. Gift, Ralph</td>
<td>Small Projects Supervisor, Facilities/Plant Operations to Small Projects Supervisor, Facilities/Maintenance</td>
<td>02-25-09</td>
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<tr>
<td>4. Harrell, Tyrone</td>
<td>School Security Aide, Allderdice to School Security Aide, Oliver</td>
<td>02-03-09</td>
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<td>5. Johnson, Robin</td>
<td>Executive Assistant, Budget to Executive Assistant, Purchasing</td>
<td>02-13-09</td>
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<td>6. McIntire, Kristen</td>
<td>Vocational Rehab Counselor, .6 Peabody/.4 Langley to Vocational Rehab Counselor, .6 Allderdice/.4 Langley</td>
<td>02-06-09</td>
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<td>7. Rouse, Carla</td>
<td>Security Aide, Carrick to Security Aide, Weil ALA</td>
<td>01-03-09</td>
</tr>
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<td>8. Solomon, Joanne</td>
<td>Teacher, Brashear to Teacher, Pgh. CAPA</td>
<td>01-26-09</td>
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<tr>
<td>9. Sylba, Kathryn</td>
<td>Teacher, .5 Allderdice/.5 Carrick to Teacher, Carrick</td>
<td>01-28-09</td>
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### Hourly Employees

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<th>Name</th>
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<th>Date</th>
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<tr>
<td>10. Coles, Shirley</td>
<td>Supervisory Aide I, Pgh. Montessori to Supervisory Aide I, Lincoln</td>
<td>02-25-09</td>
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<tr>
<td>11. Burnelis, Arthur</td>
<td>Acting Fireman B, Manchester to Fireman B, Manchester</td>
<td>02-09-09</td>
</tr>
<tr>
<td>12. Dabecco, Jeffrey</td>
<td>Acting Fireman B, Spring Garden ECC to Fireman B, Overbrook</td>
<td>02-09-09</td>
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<tr>
<td>13. Frison, Nykita</td>
<td>Supervisory Aide I, Sterrett to Supervisory Aide I, Fulton</td>
<td>02-25-09</td>
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</tbody>
</table>
14. Grant, Dollethea  Supervisory Aide I, Sterrett to Supervisory Aide I, Fulton  02-25-09
15. Helvy, Tyrone  Fireman B, Plant Operations to Acting Fireman B, Weil, ALA  02-09-09
16. Kolenda, Thomas  Custodian 5, Schiller to Custodian 5, Phillips  02-09-09
17. Meeder, Darryl  Fireman B, Schaffer to Fireman B, Spring Garden ECC  02-09-09
18. Riddell, Nancy  Supervisory Aide I, Morrow to Supervisory Aide I, King ALA  02-25-09
19. Snyder, Jeffrey  Assistant Custodian A, Westinghouse to Assistant Custodian A, Peabody  02-09-09
20. Vogel, Nona  Supervisory Aide I, Perry to Supervisory Aide I, Clayton CEP  02-25-09
21. Washington, Robert  Aide for Student with Disabilities, Minadeo to Aide for Student with Disabilities, Conroy  02-09-09
22. Watson, Steven  Acting Automotive Equipment Operator 1, Plant Operations Transportation to Automotive Equipment Operator 1, Plant Operations Transportation  02-09-09

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

Salary Employees

<table>
<thead>
<tr>
<th>Name and Position</th>
<th>Salary per month</th>
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<tr>
<td>1. Campbell, Lester</td>
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<td>01-28-09</td>
<td>K. Sylba Transferred</td>
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<td>Teacher, .5 Oliver to Teacher, .5 Allderdice / .5 Oliver</td>
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<td>2. Clark, Suzanne</td>
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<td>01-20-09</td>
<td>Vacancy</td>
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<td>Classroom Assistant, Autistic Support, Morrow to Educational Assistant I, School Support Aide, Woolslair</td>
<td>(001-13)</td>
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<tr>
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<td>Name</td>
<td>Position</td>
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<td>3</td>
<td>Clayton, John</td>
<td>Educational Assistant III, Attendance Assistant, Deputy Superintendent to Student Services Assistant, Perry</td>
<td>$3373.00</td>
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<td>4</td>
<td>Cutler, Carla</td>
<td>Educational Assistant III, Emotional Support Aide, King ALA to .8</td>
<td>$2572.80</td>
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<td>5</td>
<td>Delaney, Toni</td>
<td>Chief Executive Secretary, Office of the Superintendent to Chief Executive Secretary, Office of the Superintendent</td>
<td>$4159.49</td>
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<td>6</td>
<td>Eddings Carolyn</td>
<td>Aide for Student with Disabilities, Phillip to Educational Assistant I School Support Aide, Phillips</td>
<td>$2137.00</td>
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<td>7</td>
<td>Falk, Patricia</td>
<td>Reading Coach, Curriculum and Instruction to Acting Program Officer, Curriculum and Instruction</td>
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<td>Jones, Keisha</td>
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<td>$2572.80</td>
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<td>9</td>
<td>Smith, Vivian</td>
<td>School Secretary, Colfax ALA to School Support Clerk, School Management</td>
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<td>10</td>
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<td>Data Management Specialist, Early Intervention to Early Intervention Analyst II, Early Childhood</td>
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<td>Young, Autumn</td>
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<tr>
<td>Name and Position</td>
<td>Rate per hour</td>
<td>Date</td>
<td>Reason</td>
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<tr>
<td>12. Baker, Janine</td>
<td>$8.10</td>
<td>02-25-09</td>
<td>P. Istik transferred</td>
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<td>Supervisory Aide II, Grandview</td>
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<td>13. Boehm, David</td>
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<td>02-09-09</td>
<td>C. Zezza transferred</td>
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<tr>
<td>Light Cleaner Substitute, Plant Operations</td>
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<td>to Heavy Cleaner Fireman, Peabody</td>
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<tr>
<td>14. Boop, Raymond</td>
<td>$9.76</td>
<td>01-23-09</td>
<td>Vacancy</td>
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<td>Food Service Worker, Substitute to Cleaner Substitute</td>
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<td>15. Frontera, Jeffrie</td>
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<td>02-24-09</td>
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<td>Custodian 4, Brookline to Custodian 3,</td>
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<td>16. Glass, Michael</td>
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<td>02-09-09</td>
<td>R. Einlooth transferred</td>
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<td>Light Cleaner-New, Pgh. CAPA to Fireman B,</td>
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<tr>
<td>Pgh. CAPA</td>
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<td>17. Grant, Dollethea</td>
<td>$7.70</td>
<td>02-25-09</td>
<td>Vacancy</td>
</tr>
<tr>
<td>Supervisory Aide II, Food Service to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisory Aide I, Vann</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Grisom, Eric</td>
<td>$21.02</td>
<td>02-09-09</td>
<td>R. Boehm transferred</td>
</tr>
<tr>
<td>Assistant Custodian B, Plant Operations to</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Assistant Custodian A, Langley</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Henderson, Jeffrey</td>
<td>$19.22</td>
<td>02-09-09</td>
<td>H. Windsor transferred</td>
</tr>
<tr>
<td>Heavy Cleaner Fireman, Frick to Acting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fireman A, Arsenal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Jackson, Gary</td>
<td>$19.22</td>
<td>02-09-09</td>
<td>M. Dicroce transferred</td>
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<tr>
<td>Heavy Cleaner Fireman, Westinghouse to</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Fireman A, Peabody</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Name</td>
<td>Position</td>
<td>Old Position</td>
</tr>
<tr>
<td>---</td>
<td>-----------------</td>
<td>----------------</td>
<td>--------------</td>
</tr>
<tr>
<td>21</td>
<td>Jubeck, Jill</td>
<td>Supervisory Aide I</td>
<td>Concord to Supervisory Aide II, Bon Air ECC</td>
</tr>
<tr>
<td>22</td>
<td>Kovalsky, Michelle</td>
<td>Supervisory Aide I</td>
<td>Substitute to Food Service Worker, Allderdice</td>
</tr>
<tr>
<td>23</td>
<td>Lyle, John</td>
<td>Heavy Cleaner Fireman</td>
<td>Greenway/PCA to Acting Fireman B, Greenway/PCA</td>
</tr>
<tr>
<td>24</td>
<td>Miller, Terry</td>
<td>Custodian 4, Vann</td>
<td>Custodian 3, Murray ALA</td>
</tr>
<tr>
<td>25</td>
<td>Monroe, Gregory</td>
<td>Assistant Custodian A</td>
<td>Perry to Custodian 4, McNaugher</td>
</tr>
<tr>
<td>26</td>
<td>Morris, Julia</td>
<td>Supervisory Aide I</td>
<td>Weil ALA to Supervisory Aide II, Weil ALA</td>
</tr>
<tr>
<td>27</td>
<td>Runk, Shana</td>
<td>Supervisory Aide I</td>
<td>Westwood to Supervisory Aide II, Westwood</td>
</tr>
<tr>
<td>28</td>
<td>Schessler, Robert</td>
<td>Custodian 7, Bon Air ECC</td>
<td>Custodian 4, Roosevelt</td>
</tr>
<tr>
<td>29</td>
<td>White, Jason</td>
<td>Light Cleaner Substitute</td>
<td>Plant Operations to Heavy Cleaner Fireman, University Prep</td>
</tr>
<tr>
<td>30</td>
<td>Wood, Chanda</td>
<td>Supervisory Aide II</td>
<td>Miller to Supervisory Aide I, Manchester</td>
</tr>
</tbody>
</table>
R. **Supplemental Appointments**

**Tutors**

1. That the following persons be approved to work as Tutors for the 2008-2009 school year at the rate of $10.00 per hour:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schneider, Catherine</td>
<td>Westwood</td>
<td>01-22-09</td>
</tr>
</tbody>
</table>

**Travel Waivers**

2. That the Board approve a travel waiver for Devin Brown, Teacher, Schenley to travel to Montreal, Canada, March 6-9, 2009, for the International Baccalaureate Teacher Training Workshop in French sponsored by the Quebec Society of IB World Schools (SEBIQ). The trip will result in 4 travel days this year. This trip is a requirement for all teaching staff in an IB Diploma Programme to be trained on a regular basis. The total cost will not exceed $2,000.

3. That the Board approve a travel waiver for Rhonda Harrison, Program Officer, Early Childhood to Harrisburg PA, February 17-18, 2009 for the Pennsylvania Head Start Association (PHSA) Administrator's Meeting, and on April 2-3, 2009 for the PHSA Spring Conference. These trips are essential because of the ongoing work with the Head Start Regional Office resulting in an additional four (4) days of professional development. The total cost will not exceed $2000.

4. That the Board approve a travel waiver for Linda Lane, Deputy Superintendent to travel to Austin, TX for the Aspen Chief Academic Officers Network Meeting June 4-6, 2009. The meeting includes Chief Academic Officers from all over the country sharing expertise. This is an annual trip and lodging is covered by the sponsor. Airfare and additional expenses will not exceed $2000.

5. That the Board approve a travel waiver for David Pilarski, Teacher, South Hill, for the Disciplinary Literacy Conference at the Westin Conference Center, February 24-26, 2009. This trip will result in 3 days of travel which brings David to 7 days of travel this year. This trip is necessary because it is critical for the development of the writers as they complete the districts core curriculum. Total cost will not exceed $50.

6. That the Board approve a travel waiver for Michele Papilia, Teacher, Oliver, for the Disciplinary Literacy Conference at the Westin Conference Center, February 24-26, 2009. This trip will result in 3 days of travel which brings Michele to 7 days of travel this year. This trip is necessary because it is critical for the development of the writers as they complete the districts core curriculum. Total cost will not exceed $50.
7. That the Board approve a travel waiver for Stephen Sikon, Teacher, University Prep for the Disciplinary Literacy Conference at the Westin Conference Center, February 24-26, 2009. This trip will result in 3 days of travel which brings Stephen to 7 days of travel this year. This trip is necessary because it is critical for the development of the writers as they complete the districts core curriculum. Total cost will not exceed $50.

8. That the Board approve a travel waiver for Amy Davies, Teacher, Allderdice for the Disciplinary Literacy Conference at the Westin Conference Center, February 24-26, 2009. This trip will result in 3 days of travel which brings Amy to 7 days of travel this year. This trip is necessary because it is critical for the development of the writers as they complete the districts core curriculum. Total cost will not exceed $50.

9. That the Board approve a travel waiver for Deborah A. Cox, Pittsburgh South Hills 6-8, to travel to attend the Access and Equity Committee Meeting in Hersey, PA on May 1, 2009. Dr. Cox is on the Executive Board of the PASCDD (Pennsylvania Association for Supervision and Curriculum Development) as she chairs PASCDD’s Access and Equity Committee. This trip will bring Dr. Cox total travel to 8 days. There will be no cost to the school district.

10. That the Board approve a travel waiver for Elaine Wallace, Principal, Whittier, to travel to the following destinations: New Orleans, LA, April 6-7, 2009, for the National Association of Elementary School Principals (NAESP) conference and Harrisburg, PA, April 17, 2009, for the Pennsylvania Association of Elementary and Secondary School Principals (PAESSP) Board of Directors meeting. These trips will result in 3 travel days which brings Ms. Wallace to 9 days of travel this year. These trips are necessary because Ms. Wallace is the (PAESSP) West IV (Pittsburgh) regional representative and as part of her role as representative she is required to attend Board of Directors meeting. This travel is at no cost to the school district.

11. That the Board approve a travel waiver for Susan Sauer, curriculum supervisor to travel to the following destination: Pasadena, California on March 4-6 to attend the Focus on Results Winter Institute. This trip will result in 3 days which brings Ms. Sauer to 9 days of travel this year. This trip is necessary so that Ms. Sauer can develop an understanding of the seven areas of focus framework as it relates to reading and professional development. She will be visiting two schools and meeting with educators that are in their 3rd year of implementing the framework. This information will be helpful as she designs professional development for the K-5 schools that are also implementing the seven areas of focus framework.

Payments Authorized

1. That the Board approve Beverly Bummer, Early Intervention Specialist, Early Intervention, to perform up to 50 hours of additional work to edit the Early Childhood Curriculum for the Heinz math grant. She would be paid up to $2,150 at a rate of $42.93 (time and ½), plus benefits Mrs. Bummer works for the Early Intervention, but she will be performing work for the Early Childhood Department. The date of operation would run from February 26, 2009 through June 30, 2009.
S. Miscellaneous Recommendations

It is recommended:

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Dates</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Abul-Ela Calabrese,</td>
<td>Teacher</td>
<td>01-28-09 to 03-13-09</td>
<td>Personal</td>
</tr>
<tr>
<td>Christina</td>
<td>Peabody</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Anthony-Clinton</td>
<td>Educational Assistant I</td>
<td>01-05-09 to 01-26-09</td>
<td>Health</td>
</tr>
<tr>
<td>Tracie</td>
<td>School Support Aide</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Westwood</td>
<td></td>
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</tr>
<tr>
<td>c) Becker, Emily</td>
<td>Teacher</td>
<td>12-24-08 to 01-12-09</td>
<td>Health</td>
</tr>
<tr>
<td></td>
<td>Arlington ALA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Bichler, Jennifer</td>
<td>Teacher</td>
<td>03-06-09 to 04-30-09</td>
<td>Personal</td>
</tr>
<tr>
<td></td>
<td>.6 Vann / .4 Woolsclair</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) DePaolo, Jennifer</td>
<td>Curriculum Coach</td>
<td>11-21-08 to 02-04-09</td>
<td>Health</td>
</tr>
<tr>
<td></td>
<td>Greenfield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) Devine, Laura</td>
<td>Teacher</td>
<td>02-23-09 to 03-31-09</td>
<td>Health</td>
</tr>
<tr>
<td></td>
<td>South Brook Middle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g) Gerner, Christine</td>
<td>Educational Assistant I</td>
<td>12-16-08 to 01-05-09</td>
<td>Personal</td>
</tr>
<tr>
<td>Andrea</td>
<td>Preschool Assistant I</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Spring Hill Elementary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h) Getty, Angela</td>
<td>Teacher</td>
<td>02-16-09 to 05-01-09</td>
<td>Personal</td>
</tr>
<tr>
<td></td>
<td>Linden</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i) Gonot, Carmen</td>
<td>Technology Systems Specialist</td>
<td>01-20-09 to 02-02-09</td>
<td>Personal</td>
</tr>
<tr>
<td></td>
<td>Sterrett</td>
<td></td>
<td></td>
</tr>
<tr>
<td>j) Grusch-Walsh</td>
<td>Teacher</td>
<td>03-24-09 to 05-04-09</td>
<td>Health</td>
</tr>
<tr>
<td>Katharine</td>
<td>Greenfield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>k) Haduch, Stanley</td>
<td>Teacher</td>
<td>04-02-09 to 06-17-09</td>
<td>Health</td>
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<tr>
<td></td>
<td>Carrick</td>
<td></td>
<td></td>
</tr>
<tr>
<td>l) Hankinson, Deanna</td>
<td>Psychologist</td>
<td>04-24-09 to 05-21-09</td>
<td>Personal</td>
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<tr>
<td></td>
<td>Program for Students with</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exceptionalities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>m) Herring, Constance</td>
<td>Aide for Students with Disabilities</td>
<td>12-04-08 to 01-30-09</td>
<td>Health</td>
</tr>
<tr>
<td></td>
<td>King ALA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td>Position</td>
<td>Dates</td>
</tr>
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<tr>
<td>n)</td>
<td>McCrohan, Tara</td>
<td>Preschool Teacher Early Childhood</td>
<td>02-16-09 to 03-19-10</td>
</tr>
<tr>
<td>o)</td>
<td>Meredith, Brandi</td>
<td>Educational Assistant I Preschool Assistant</td>
<td>01-28-09 to 02-02-09</td>
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<td></td>
<td></td>
<td>Pgh. Classical</td>
<td></td>
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<tr>
<td>p)</td>
<td>Meyer, Kellie</td>
<td>Classroom Assistant Life Skills Early Childhood</td>
<td>01-12-09 to 03-04-09</td>
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<tr>
<td>q)</td>
<td>Morefield, Melissa</td>
<td>Teacher King ALA</td>
<td>02-01-09 to 02-28-09</td>
</tr>
<tr>
<td>r)</td>
<td>Morse, Ellen</td>
<td>Teacher Brashear</td>
<td>02-20-09 to 04-02-09</td>
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<tr>
<td>s)</td>
<td>Parker-Hall, Lyvonne</td>
<td>School Nurse Health Services</td>
<td>01-19-09 to 01-30-09</td>
</tr>
<tr>
<td>t)</td>
<td>Perry, Karen</td>
<td>Teacher Minadeo</td>
<td>01-23-09 to 01-12-09</td>
</tr>
<tr>
<td>u)</td>
<td>Petrick, Melony</td>
<td>Educational Assistant I Preschool Assistant I Early Childhood</td>
<td>01-28-09 to 03-02-09</td>
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<tr>
<td>v)</td>
<td>Schomaker, Bridget</td>
<td>Speech Therapist Program for Students With Exceptionalities</td>
<td>02-10-09 to 03-27-09</td>
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<tr>
<td>w)</td>
<td>Simko-Zeminski, Sarah</td>
<td>Teacher Arlington ALA</td>
<td>01-23-09 to 03-06-09</td>
</tr>
</tbody>
</table>

2. That the Board approve a suspension for Kelly Flynn, Teacher, Perry from February 04, 2009 through February 17, 2009.
Interscholastic Athletics

It is recommended:

1. That the following assignments to the position of Faculty Manager of Athletics in the middle grades be approved for the school year 2008-2009 in accordance with the hours and conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

   SCHOOL               FACULTY MANAGER
   a. STERRETT            Fischer, Tammy – Interim Winter

2. That the following coaching assignments in the high schools for the interscholastic program be approved for the school year 2008-2009 in accordance with the hours and conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

   SCHOOL     COACH             SPORT
   a. WESTINGHOUSE  
              1. Ruffin, Robert         Basketball, Asst. Boys
              2. Jones, Phyllis         Basketball, Head Girls
              3. Dillard, Leroy         Wrestling, Head
                                       Track, Head Boys

3. That the following coaching assignments in the middle schools for the interscholastic athletic program be approved for the school year 2008-2009 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

   SCHOOL     COACH             SPORT
   a. GREENFIELD   Burns, Raymond         Soccer, Girls
   b. MIFFLIN     Algeri, Crystal         Soccer, Girls
### Interscholastic Athletics

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>COACH</th>
<th>SPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. MILLER</td>
<td>Rufigiato, David – Interim</td>
<td>Basketball, Boys</td>
</tr>
<tr>
<td>d. PGH. CLASSICAL ACADEMY</td>
<td>Lepore, Jan – Interim</td>
<td>Swimming, Girls</td>
</tr>
<tr>
<td>e. STERRETT</td>
<td>1. Dedes, Chris - Interim</td>
<td>Basketball, Girls</td>
</tr>
<tr>
<td></td>
<td>2. Bellisario, Orlando - Interim</td>
<td>Basketball, Boys</td>
</tr>
<tr>
<td>f. STEVENS</td>
<td>Stinson, Ed - Interim</td>
<td>Basketball, Boys</td>
</tr>
<tr>
<td></td>
<td>Pelkofer, Marla - Interim</td>
<td>Basketball, Girls</td>
</tr>
<tr>
<td>g. WEIL</td>
<td>1. Dumbroski, Matt – Interim</td>
<td>Basketball – Boys</td>
</tr>
<tr>
<td></td>
<td>2. Reft, Dennis - Interim</td>
<td>Basketball, Girls</td>
</tr>
</tbody>
</table>

4. That the following assignments to the position of teacher for high school intramurals be approved for the school year 2008-2009 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>TEACHER</th>
<th>SEASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. ALLDERDICE</td>
<td>1. Smith, Ardell</td>
<td>Winter</td>
</tr>
<tr>
<td></td>
<td>2. Vitti, Peter</td>
<td>Winter</td>
</tr>
<tr>
<td>b. BRASHEAR</td>
<td>1. Murphy, Rick</td>
<td>Winter</td>
</tr>
<tr>
<td></td>
<td>2. Monroe, Terrance</td>
<td>Winter</td>
</tr>
<tr>
<td></td>
<td>3. Hogle, Henry</td>
<td>Winter</td>
</tr>
<tr>
<td>c. PEABODY</td>
<td>1. Jones, Trenton</td>
<td>Winter</td>
</tr>
<tr>
<td></td>
<td>2. Simmons, Devas</td>
<td>Winter</td>
</tr>
<tr>
<td>d. SCHENLEY</td>
<td>Perella, Bonnie</td>
<td>Winter</td>
</tr>
<tr>
<td>e. WESTINGHOUSE</td>
<td>Robinson, Monte</td>
<td>Winter</td>
</tr>
</tbody>
</table>
5. That the following assignments to the position of teacher for K-8 school intramurals be approved for the school year 2008-2009 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>TEACHER</th>
<th>SEASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARMALT</td>
<td>1. Miller, Dawn</td>
<td>Winter, Spring</td>
</tr>
<tr>
<td></td>
<td>2. Casey, Paul</td>
<td>Winter, Spring</td>
</tr>
<tr>
<td></td>
<td>3. Rigot, Audrey</td>
<td>Winter, Spring</td>
</tr>
<tr>
<td>COLFA A LA</td>
<td>1. Lydon, Daniel</td>
<td>Winter</td>
</tr>
<tr>
<td></td>
<td>2. Lavelle, Erika</td>
<td>Winter</td>
</tr>
<tr>
<td>VANN</td>
<td>Harlacher, Mike</td>
<td>Winter, Spring</td>
</tr>
</tbody>
</table>

6. That the following assignments to the position of teacher for elementary school intramurals be approved for the school year 2008-2009 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>TEACHER</th>
<th>SEASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>DILWORTH K-5</td>
<td>Herschk, Cory</td>
<td>Winter</td>
</tr>
</tbody>
</table>

7. That the following coaching assignments be rescinded for the 2008-2009 school year.

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>COACH</th>
<th>SPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLDERDICE</td>
<td>1. Boyce, Dennis</td>
<td>Basketball, Asst. Girls</td>
</tr>
<tr>
<td></td>
<td>2. Stone, Justin</td>
<td>Football, 5th Asst.</td>
</tr>
<tr>
<td>GREENFIELD</td>
<td>1. Paschl, James</td>
<td>Swimming, Coed</td>
</tr>
<tr>
<td></td>
<td>2. Kasavich, Henry</td>
<td>Basketball, Boys</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Soccer, Girls</td>
</tr>
<tr>
<td>ROONEY ALA</td>
<td>Molinaro, Caterina</td>
<td>Basketball, Girls'</td>
</tr>
</tbody>
</table>
8. That the following intramural assignments be rescinded for the 2008-2009 school year.

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>TEACHER</th>
<th>SEASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. CARRICK</td>
<td>Garrett, Kevin</td>
<td>Winter</td>
</tr>
<tr>
<td>b. SCHENLEY</td>
<td>1. Ehman, Joseph</td>
<td>Winter</td>
</tr>
<tr>
<td></td>
<td>2. Bell, Jason</td>
<td>Winter</td>
</tr>
</tbody>
</table>
HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS

ADDENDUM A

POSITIONS OPENED AND CLOSED

February 24, 2009

GENERAL FUNDS

It is recommended:

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

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NUMBER</th>
<th>DATE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Chief Financial Officer/Chief Operations Officer</td>
<td>1</td>
<td>02-25-09</td>
<td>Finance</td>
</tr>
<tr>
<td>b) Executive Director Budget Development, Management &amp; Operations</td>
<td>1</td>
<td>02-25-09</td>
<td>Finance</td>
</tr>
<tr>
<td>c) Director of Finance</td>
<td>1</td>
<td>02-25-09</td>
<td>Finance</td>
</tr>
<tr>
<td>d) Accounts Payable Manager</td>
<td>1</td>
<td>02-25-09</td>
<td>Finance</td>
</tr>
<tr>
<td>e) PM Energy Coordinator</td>
<td>1</td>
<td>02-25-09</td>
<td>Facilities/Maintenance</td>
</tr>
<tr>
<td>f) Small Projects Supervisor</td>
<td>1</td>
<td>02-25-09</td>
<td>Facilities/Maintenance</td>
</tr>
<tr>
<td>g) Chief Academic Officer</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>h) Assistant Superintendent Secondary</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>i) Assistant Superintendent K-5</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>j) Assistant Superintendent K-8</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>k) Assistant Superintendent ALA &amp; Middle</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>l) Assistant Superintendent Student Services</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>m) Project Manager Strategic Initiatives</td>
<td>1</td>
<td>07-15-09</td>
<td>Superintendent</td>
</tr>
<tr>
<td>n) Project Manager Strategic Initiatives</td>
<td>1</td>
<td>08-21-09</td>
<td>Superintendent</td>
</tr>
<tr>
<td>o) Custodian 3</td>
<td>1</td>
<td>02-25-09</td>
<td>Facilities/Plant Operations</td>
</tr>
<tr>
<td>p) Heavy Cleaner Fireman</td>
<td>1</td>
<td>02-25-09</td>
<td>Facilities/Plant Operations</td>
</tr>
</tbody>
</table>
2. That the following position(s) be closed, effective on the date indicated:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NUMBER</th>
<th>DATE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Secretary III - Purchasing</td>
<td>1</td>
<td>02-25-09</td>
<td>Finance/Purchasing</td>
</tr>
<tr>
<td>b) Chief Operations Officer</td>
<td>1</td>
<td>02-25-09</td>
<td>Operations</td>
</tr>
<tr>
<td>c) Executive Director Budget Management</td>
<td>1</td>
<td>02-25-09</td>
<td>Finance</td>
</tr>
<tr>
<td>d) Associate Director</td>
<td>1</td>
<td>02-25-09</td>
<td>Finance</td>
</tr>
<tr>
<td>e) Accounts Payable/Procurement Manager</td>
<td>1</td>
<td>02-25-09</td>
<td>Finance</td>
</tr>
<tr>
<td>f) Project Assistant Medicaid Reimbursement</td>
<td>1</td>
<td>02-25-09</td>
<td>Finance</td>
</tr>
<tr>
<td>g) PM Energy Coordinator</td>
<td>1</td>
<td>02-25-09</td>
<td>Facilities/Operations</td>
</tr>
<tr>
<td>h) Small Projects Supervisor</td>
<td>1</td>
<td>02-25-09</td>
<td>Facilities/Operations</td>
</tr>
<tr>
<td>i) Executive Director/Curriculum &amp; Professional Development</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>j) Executive Director Secondary</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>k) Executive Director K-5</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>l) Executive Director K-8</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>m) Executive Director ALA &amp; Middle</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>n) Executive Director Student Services</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>o) Broad Resident Strategic Initiatives</td>
<td>1</td>
<td>07-14-09</td>
<td>Superintendent</td>
</tr>
<tr>
<td>p) Broad Resident Strategic Initiatives</td>
<td>1</td>
<td>08-20-09</td>
<td>Superintendent</td>
</tr>
<tr>
<td>q) Custodian 4</td>
<td>1</td>
<td>02-25-09</td>
<td>Facilities/Plant Operations</td>
</tr>
<tr>
<td>r) Fireman A</td>
<td>1</td>
<td>02-25-09</td>
<td>Facilities/Plant Operations</td>
</tr>
</tbody>
</table>
It is recommended:

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

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NUMBER</th>
<th>DATE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinator, Title Programs</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>Curriculum Development</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>Project Manager Strategic Initiatives</td>
<td>1</td>
<td>07-01-09</td>
<td>Superintendent</td>
</tr>
<tr>
<td>Replacement Teachers</td>
<td>2</td>
<td>02-25-09</td>
<td>Early Childhood</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NUMBER</th>
<th>DATE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coordinator</td>
<td>1</td>
<td>02-25-09</td>
<td>Deputy Superintendent</td>
</tr>
<tr>
<td>Broad Resident Strategic Initiatives</td>
<td>1</td>
<td>07-14-09</td>
<td>Superintendent</td>
</tr>
<tr>
<td>Broad Resident Strategic Initiatives</td>
<td>1</td>
<td>08-20-09</td>
<td>Superintendent</td>
</tr>
<tr>
<td>Project Manager Strategic Initiatives</td>
<td>1</td>
<td>06-30-09</td>
<td>Superintendent</td>
</tr>
<tr>
<td>Partnership Coordinator</td>
<td>1</td>
<td>02-25-09</td>
<td>Early Childhood</td>
</tr>
</tbody>
</table>

Respectfully submitted,

Mr. Mark Roosevelt
Superintendent of Schools
HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS

ADDENDUM B

ADDITIONAL HUMAN RESOURCES ACTION

February 24, 2009

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

<table>
<thead>
<tr>
<th>Name and Position</th>
<th>Salary per month</th>
<th>Date</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Berdnik, Christopher</td>
<td>$11666.67 (CHF-01)</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>Chief Financial Officer/Acting Chief Operations Officer, Finance to Chief Financial Officer/Chief Operations Officer, Finance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Capretta, Pamela</td>
<td>$7336.47 (003-07)</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>Associate Director, Finance to Director, Finance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Franklin, Samuel</td>
<td>$7786.11 (004-18)</td>
<td>07-01-09</td>
<td></td>
</tr>
<tr>
<td>Project Manager, High School Reform to Project Manager, Office of the Deputy Superintendent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. French, Jeannine</td>
<td>$9914.83 (001-04)</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>Executive Director K-8, Office of the Deputy Superintendent to Assistant Superintendent K-8, Office of the Deputy Superintendent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Gennari, Patricia</td>
<td>$9852.67 (001-03)</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>Executive Director Student Services to Assistant Superintendent Student Services, Office of the Deputy Superintendent</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1
<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Current Position</th>
<th>Previous Position</th>
<th>Salary</th>
<th>Date</th>
<th>Reason for Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Jones, Edward</td>
<td>Broad Resident, Office of the Deputy Superintendent</td>
<td>Project Manager, Office of the Deputy Superintendent</td>
<td>$ 7786.11</td>
<td>07-15-09</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Larkin, Tamiya</td>
<td>Coordinator, Office of the Deputy Superintendent</td>
<td>Coordinator, Title Programs, Office of the Deputy Superintendent</td>
<td>$ 6584.52</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>8</td>
<td>Lippert, Jerri</td>
<td>Executive Director/Curriculum &amp; Professional Development, Office of the Deputy Superintendent</td>
<td>Chief Academic Officer, Office of the Deputy Superintendent</td>
<td>$ 10812.41</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>9</td>
<td>Otuwa, Christiana</td>
<td>Executive Director ALA &amp; Middle, Office of the Deputy Superintendent</td>
<td>Assistant Superintendent ALA &amp; Middle, Office of the Deputy Superintendent</td>
<td>$ 9979.08</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>10</td>
<td>Rudiak, Barbara</td>
<td>Executive Director K-5, Office of the Deputy Superintendent</td>
<td>Assistant Superintendent K-5, Office of the Deputy Superintendent</td>
<td>$ 10334.83</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>11</td>
<td>Woods Reed, Carolyn</td>
<td>Broad Resident, Office of the Deputy Superintendent</td>
<td>Project Manager, Office of the Deputy Superintendent</td>
<td>$ 7786.11</td>
<td>08-21-09</td>
<td></td>
</tr>
</tbody>
</table>
**B. Transfers From One Position to Another Without Change of Salary**

<table>
<thead>
<tr>
<th>Name and Position</th>
<th>Salary per month</th>
<th>Date</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Camarda, Peter</strong></td>
<td>$ 9702.17</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>Executive Director Budget</td>
<td>(001-05)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development and Management, Finance to Executive Director Budget</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development and Management, Operations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Dickerson, James</strong></td>
<td>$ 4791.41</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>PM Energy Coordinator, Facilities/Plant Operations,</td>
<td>(002-11)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PM Energy Coordinator, Facilities/Maintenance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. Gift, Ralph</strong></td>
<td>$ 4759.12</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>Small Projects Supervisor, Facilities/Plant Operations,</td>
<td>(006-01)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Projects Supervisor, Facilities/Maintenance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4. Lopez, Derrick</strong></td>
<td>$ 9579.08</td>
<td>02-25-09</td>
<td>Reclassification</td>
</tr>
<tr>
<td>Executive Director Secondary, Office of the Deputy Superintendent to Assistant Superintendent Secondary, Office of the Deputy Superintendent</td>
<td>(001-05)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C. **Supplemental Appointments**

**Tutors**

1. That the following persons be approved to work as Journalism and Communication Interns for the 2009-2010 school year at the rate of $12.50 per hour:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Kerr, Elizabeth</td>
<td>Communications and Marketing</td>
<td>02-11-09</td>
</tr>
<tr>
<td>b) Zajdel, Ashley</td>
<td>Communications and Marketing</td>
<td>03-09-09</td>
</tr>
</tbody>
</table>

D. **Miscellaneous Recommendations**

   It is recommended:

1. That the Board approve a stipend of $2,500 for increased Finance responsibilities:
   
   a) Peter Camarda

2. That the stipend approved in December 2008 for Derrick Lopez for services attendant to the High School Reform Initiative will remain in effect.

3. That the Board approve Dr. Paulette Poncelet as a participant in the Assistant Superintendent Achievement Bonus Plan.

Respectfully submitted,

Mr. Mark Roosevelt
Superintendent of Schools
HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS

ADDENDUM C

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH APPOINTING ASSISTANT SUPERINTENDENTS AND A CHIEF ACADEMIC OFFICER

RESOLVED, upon recommendation of Mark Roosevelt, Superintendent, the enumerated individuals are hereby appointed to the position of Assistant Superintendents and Chief Academic Officer for the terms as indicated pursuant to applicable provisions of the Public School Code of 1949, as amended:

1. Dr. Jeanine French, Assistant Superintendent of K-8 Schools for a term of February 25, 2009 through June 30, 2012 at a salary of $118,977.96;

2. Dr. Patricia Gennari, Assistant Superintendent of Support Services and Special Schools for a term of February 25, 2009 through June 30, 2012 at a salary of $118,232.04;

3. Dr. Jerri Lippert, Chief Academic Officer for a term of February 25, 2009 through June 30, 2012 at a salary of 129,748.96;

4. Derrick Lopez, J.D., Assistant Superintendent for Secondary Schools for a term of February 25, 2009 through June 30, 2012 at a salary of $114,949.00; Additionally he will receive a stipend for High School Reform responsibilities through August 31, 2011.

5. Dr. Christiana Otuwa, Assistant Superintendent of Accelerated Learning Academies and Middle Schools for a term of February 25, 2009 through June 30, 2012 at a salary of $119,748.96; and

FURTHER RESOLVED, the individual enumerated herein are appointed subject to the following conditions:

(a) Each possesses the necessary qualifications to receive an appropriate commission from the Pennsylvania Department of Education;

(b) Each shall make all necessary applications for a commission with said Department and said commission shall be issued and presented to the superintendent within forty-five (45) days of this resolution;

(c) Each shall maintain said commission in good standing during their respective terms and their employment is contingent on maintaining such commission; and

(d) Each shall serve in an acting capacity until the issuance of such commission which status shall convert to permanent status upon such issuance.

RESOLVED this 24th day of February, 2009.

ATTEST: 

BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH

__________________________________________  By ________________________________
Secretary                         President
A RESOLUTION ON THE EVALUATION OF YEAR TWO OF THE CONTRACT FOR DR. LINDA LANE, DEPUTY SUPERINTENDENT FOR INSTRUCTION, ASSESSMENT AND ACCOUNTABILITY.

Whereas, the Pittsburgh Board of Education at a public meeting on December 13, 2006 hired a new Deputy Superintendent for a term of three years; and the new deputy Linda Lane, and the Board entered into a written contract dated December 21, 2006 and effective January 16, 2007; and

Whereas, the contract provides that starting with the second year of the agreement, the Deputy Superintendent shall be entitled each year to be considered for a performance bonus which if granted will be paid in a lump sum after the end of the year based on the year’s performance in the second and third years; and

Whereas, the performance bonus shall be based on the evaluation by the Superintendent of the Deputy Superintendent’s achievement of annual goals; and

Whereas, the amount of any performance bonus, if any, shall be that amount recommended by the Superintendent and approved by the District’s Board of School Directors; and

Whereas, a performance bonus based on performance during the second year shall not exceed ten thousand dollars ($10,000); and
Whereas, the Superintendent and the Deputy agreed upon the following four priorities for Year Two, which were shared with the Board of Directors in February 2008:

1. **School Leadership**

The vigorous implementation of the principal evaluation system must result in an upgrade in principal quality, both through performance improvement and position turnover. The most significant long-term power of PULSE is in the improved performance of all PPS principals. The key to this working successfully is the role of the Executive Directors, and one of the Deputy Superintendent’s critical functions is to ensure that the Executive Directors are carefully monitoring the progress of each of their schools and the work of each of their school leaders in driving improvement.

Specifically the Deputy should ensure that -

- Principals unable to function as instructional leaders are identified and their work is monitored through improvement plans, and that those who cannot make sufficient progress are recommended for demotion.
- That the process is done fairly and according to the laws governing such procedures in Pittsburgh, given our status as a Commonwealth Partnership District.
- Consult with the Superintendent throughout the year with special emphasis on the plans for and status of the principals most in need of improvement.
- Beginning July of 2008, identify the remaining principals still struggling with exhibiting the skills necessary to move their schools forward and work with the Executive Directors to place those needing aggressive oversight onto improvement plans.
- Provide effective and aligned (with research on effective school leadership practices) professional development for all principals.
- Ensure that the Executive Directors get the support that they need to perform their evaluations, and in turn, evaluate all Executive Directors and key senior members of the Academic Team on their job performance. (This is a critical part of the Superintendent’s fourth goal on Central Office Administration.)

2. **High School Reform**

The Deputy Superintendent will work in conjunction with the Chief of High School Reform and the Executive Director of Career and Technical Education (CTE) to develop a comprehensive plan for CTE by May 2008.

3. **Improving Academic Performance**
The overarching goal of all efforts related to the Excellence for All (EFA) agenda is the improvement of the academic performance of PPS students. Specifically the following areas will be addressed:

- Bring curriculum and pedagogy into the classrooms to a greater extent by reshaping the coaching model, and refining the Professional Development effort.
- Develop specific strategies for schools as well as support to address African American achievement. This has implications for curriculum, teaching practices, as well as improving cultural competency of staff.

4. Reorganization of Support Services

Spring of 2008 the Executive Director of Support Services, Dr. Kaye Cupples, is slated to retire. The breadth of his responsibility is wide, including the Programs for Students with Exceptionalities, student health services, counseling, the discipline office and special schools. The Deputy Superintendent will propose a new organizational chart for this area by April 14, 2008.

This reorganization is going to provide additional support to the counseling component, so important to the Pathways to the Promise work in middle and high school.

NOW THEREFORE BE IT HEREBY RESOLVED, upon the recommendation of Mark Roosevelt, Superintendent, that the Deputy Superintendent has met the performance priorities for Year Two of her contract and is entitled to receive a $10,000 performance bonus.
HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS

ADDENDUM E

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH TO REVISE THE CONTRACT FOR DR. LINDA LANE, DEPUTY SUPERINTENDENT FOR INSTRUCTION, ASSESSMENT AND ACCOUNTABILITY.

RESOLVED, upon recommendation of Mark Roosevelt, Superintendent, to revise the contract of December 21, 2006 for Dr. Linda Lane, Deputy Superintendent for Instruction, Assessment and Accountability as follows:

1. Extension of Term
The term of the agreement is hereby extended from the period January 16, 2007 through January 15, 2010 to the period January 16, 2007 through June 30, 2012 at a salary of $160,000.

2. Replacing Performance Bonus with Performance Increment and Achievement Bonus

The performance bonus section is hereby replaced by a new Pay for Performance Plan that includes a Performance Increment and Achievement Bonus.

a) The Performance Increment
The evaluation year for determining the performance increment shall be July 1 through June 30 annually and shall be effective with the 2008-09 school year. A performance increment of up to two thousand dollars ($2,000) may be earned annually based on the evaluation by the Superintendent of the Deputy Superintendent’s achievement of annual goals. These goals will have been
determined by the Superintendent after discussion with the Deputy Superintendent and approved by the Board each year. This increment will be included in the base salary. If the Deputy Superintendent receives a below average or unsatisfactory rating, she will be ineligible to receive either the performance increment or achievement bonus.

The performance increment shall be paid as follows:

- The increment is to be paid in the year following the year in which it is earned.
- The increment shall be paid as a monthly differential.
- The increment shall begin with the October 15 payroll each year, with retroactive increment earnings for July, August and September paid at that time.
- The annual amount is to be paid even if employment is severed prior to the end of the payout year.
- The Deputy Superintendent must work a full “earning year” in order to be eligible for the performance increment, i.e., no partial increments shall be paid to resignees and retirees for the portion of the school year such employees worked prior to severing employment.

b) The Achievement Bonus

An achievement bonus of up to fifteen thousand dollars ($15,000) can be earned annually based upon an achievement bonus structure that will be developed and approved by the Board of Directors.
FURTHER RESOLVED,

(a) the Deputy Superintendent shall make all necessary applications to the Pennsylvania Department of Education for the issuance of appropriate commission and said commission to be issued and presented to the Superintendent within forty-five (45) days of this Resolution; and

(b) The Deputy Superintendent shall maintain said commission in good standing during her term as a condition of continued employment.

RESOLVED this __24th__ day of __February__, 2009.

ATTEST:

THE BOARD OF PUBLIC EDUCATION OF

SCHOOL DISTRICT OF PITTSBURGH

______________________________  By______________________________

Secretary                                             President
RESOLVED, that the Board of Public Education of the School District of Pittsburgh approves terms and conditions for the employment of Assistant Superintendents and Chief Academic Officer

1. Contracts are approved and authorized for the following individuals at the following terms:

Term: February 25, 2009 through June 30, 2012

Compensation:

1. Dr. Jeanine French, Assistant Superintendent $118,977.96
2. Dr. Jerri Lippert, Chief Academic Officer $129,748.96
3. Dr. Christiana Otuwa, Assistant Superintendent of Accelerated Learning Academies and Middle Schools $119,748.96
4. Dr. Barbara Rudiak, Assistant Superintendent of K-5 Schools $124,017.96
5. Derrick Lopez, J.D., Assistant Superintendent for Secondary Schools $114,949.00

In lieu of participation in the Assistant Superintendent Achievement Bonus Plan, Mr. Lopez will receive his previously approved annual stipend until August 30, 2011. September 01, 2011 Mr. Lopez will revert to the Assistant Superintendent Achievement Bonus Plan.

A performance increment of up to $2000.00 will be paid annually and become part of the base salary using a Performance Rubric. (See Attachment A) The performance increment effective date will be for the 2008-2009 school year.

An annual Achievement Bonus of up to $15,000 based upon a plan that will be developed and presented to the board for approval at the May 2009 Legislative Meeting. The Achievement Bonus will be effective for the 2008-2009 school year.

Vacation: May convert not to exceed fifteen days per year into paid days
A Life insurance policy will be provided by the school district for an amount equal to 2 times basic earnings as determined by the district, rounded to the next higher $1000.

Appointment is contingent upon acquiring and maintaining commission from Pennsylvania Department of Education.

At end of term if not renewed, may return to previous or equivalent tenured position.

2. The officers are authorized empowered and directed to execute employment contracts with the above individuals containing said terms subject to the approval of Ira Weiss, Solicitor.

Resolved this 24th day of February, 2009
**Standard 1: The Vision of Learning:** A school administrator is an educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.

<table>
<thead>
<tr>
<th>Component</th>
<th>Rudimentary</th>
<th>Emerging</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a Embracing the Vision</td>
<td>There is little or no evidence that the school leader/district leader has embraced the district’s vision based on a focus on the success of all students and the vision is embedded in some educational programs, plans, activities, and actions.</td>
<td>There is limited evidence that the school leader/district leader has embraced the district’s vision based on a focus on the success of all students and the vision is embedded in some educational programs, plans, activities, and actions.</td>
<td>There is clear evidence that the school leader/district leader has embraced the district’s vision based on a focus on the success of all students and the vision is embedded in some educational programs, plans, activities, and actions.</td>
<td>There is clear, convincing, and consistent evidence that the school leader/district leader embraced the district’s vision based on a focus on the success of all students and the vision is embedded in all educational programs, plans, activities, and actions.</td>
</tr>
<tr>
<td>1b Communicating the Vision</td>
<td>There is little or no evidence that communication of the vision by the school leader/district leader focuses on teaching and its impact on learning and student success.</td>
<td>There is limited evidence that communication of the vision by the school leader/district leader focuses on teaching and its impact on learning and student success.</td>
<td>There is clear evidence that communication of the vision by the school leader/district leader focuses on teaching and its impact on learning and student success.</td>
<td>There is clear, convincing, and consistent evidence that communication of the vision by the school leader/district leader focuses on teaching and its impact on learning and student success, and that this recognition occurs throughout the year and in a variety of venues, both in the school and in the community.</td>
</tr>
<tr>
<td>1c Implementing the Vision</td>
<td>There is little or no evidence that the school leader/district leader has linked any instructional planning, strategies, or student assessment to the vision of the school.</td>
<td>There is limited evidence that the school leader/district leader has linked some instructional plans and strategies to the vision of the school and that the school leader/district leader interprets or analyzes available data.</td>
<td>There is clear evidence that the school leader/district leader has linked most instructional plans and strategies to the vision of the school, and that the school leader/district leader uses some student assessment data to inform teaching and learning decisions.</td>
<td>There is clear, convincing, and consistent evidence exists that the school leader/district leader has embedded the vision in all teaching practices, linked all school programs, policies, and procedures to the vision, and regularly uses student achievement data to ensure that the vision is firmly focused on the success of all students.</td>
</tr>
<tr>
<td>1d Monitoring and Evaluating the Vision</td>
<td>There is little or no evidence that the school leader/district leader monitors teacher performance or uses data to assess student learning and progress toward the vision.</td>
<td>There is limited evidence that the school leader/district leader monitors either teacher performance or student learning, or that the leader links instruction to student achievement and how this information impacts the school’s progress toward realizing the vision.</td>
<td>There is clear evidence that the school leader/district leader has created a system to monitor teacher performance and student learning throughout the school year, and demonstrate some understanding of what teaching strategies support increased student learning and progress toward the vision.</td>
<td>There is clear, convincing, and consistent evidence that the school leader/district leader collects data on teacher performance and pupil achievement from a variety of sources and demonstrates a clear understanding how teaching is linked to student learning and that the leader provides opportunities for appropriate stakeholders to analyze and make adjustments or modifications to ensure the success of all students and progress toward the vision.</td>
</tr>
</tbody>
</table>
ATTACHMENT A - A Roadmap for Improving the Academic Performance of All Pittsburgh Public Schools Students

Pittsburgh Urban Leadership System for Excellence
Performance-Based Compensation System
Administrator Performance Standard Rubric REVISED 05-30-2008

Standard 1 Performances

The administrator facilitates processes and engages in activities ensuring that:

1. the vision and mission of the district are effectively communicated to staff, parents, students, and community members
2. the vision and mission are communicated through the use of symbols, ceremonies, stories, and similar activities
3. the core beliefs of the district vision are modeled for all stakeholders
4. the vision is implemented with and interpreted among stakeholders
5. the contributions of school community members to the realization of the vision are recognized and celebrated
6. progress toward the vision and mission is communicated to all stakeholders
7. the school community is involved in school improvement efforts
8. the vision shapes the educational programs, plans, and actions
9. The School Plan for Excellence is developed in which objectives and strategies to achieve the vision and goals are clearly articulated
10. assessment data related to student learning are regularly used to guide and focus the development the school/district vision and goals
11. relevant demographic data pertaining to students and their families are used in implementing the district mission and goals
12. barriers to achieving the vision are identified, clarified, and addressed
13. needed resources are sought and obtained to support the implementation of the district mission and goals
14. existing resources are used in support of the district vision and goals
15. the vision, mission, and implementation plans are regularly monitored, evaluated, and revised
16. the responsibilities and contributions of each individual are acknowledged
17. student and staff accomplishments are recognized and celebrated
**Standard 2: The Culture of Teaching and Learning:** A school administrator is an educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

<table>
<thead>
<tr>
<th>Component</th>
<th>Rudimentary</th>
<th>Emerging</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>2a Maintaining a School-wide Focus on Teaching and Learning</td>
<td>There is little or no evidence that the school leader/district leader:</td>
<td>There is limited evidence that the school leader/district leader:</td>
<td>There is clear evidence that the school leader/district leader:</td>
<td>There is clear, convincing, and consistent evidence that the school leader/district leader:</td>
</tr>
<tr>
<td>SPE Focus Area 1,2,3,4</td>
<td>• Knows and holds teachers accountable for knowing and applying principles of effective instruction in teaching students</td>
<td>• Knows and holds teachers accountable for knowing and applying principles of effective instruction in teaching students</td>
<td>• Knows and holds teachers accountable for knowing and applying principles of effective instruction in teaching students</td>
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<td></td>
<td>• Has a working knowledge of district's curriculum design, implementation, evaluation and refinement</td>
<td>• Has a working knowledge of district's curriculum design, implementation, evaluation and refinement</td>
<td>• Has a working knowledge of district's curriculum design, implementation, evaluation and refinement</td>
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<td></td>
<td>• Supports the achievement of all students and staff and promotes, recognizes, and celebrates these efforts and accomplishments throughout the school year</td>
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</tr>
<tr>
<td></td>
<td>• Protects the teaching and learning process from issues that distract from instruction and student learning</td>
<td>• Protects the teaching and learning process from issues that distract from instruction and student learning</td>
<td>• Protects the teaching and learning process from issues that distract from instruction and student learning</td>
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<td>• Fully implements district or program initiatives and curriculums</td>
<td>• Fully implements district or program initiatives and curriculums</td>
<td>• Fully implements district or program initiatives and curriculums</td>
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</table>
## Performance Level Rubric

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>2b Developing and Sustaining the Professional Learning Community Focused on Teaching and Learning</td>
<td>There is little or no evidence that the school leader/district leader:</td>
<td>There is limited evidence that the school leader/district leader:</td>
<td>There is clear evidence that the school leader/district leader:</td>
<td>There is clear, convincing, and consistent evidence that the school leader/district leader:</td>
</tr>
<tr>
<td>SPE Focus Area 1, 2, 3, 4</td>
<td>- Establishes professional practices in the school community that promote student growth and development</td>
<td>- Establishes professional practices in the school community that promote student growth and development</td>
<td>- Establishes professional practices in the school community that promote student growth and development</td>
<td>- Establishes professional practices in the school community that promote student growth and development</td>
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<td>- Creates conditions in which effort creates ability for all learners</td>
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<td>- Embraces and supports staff in managing the change process for systems, organizations, and individuals</td>
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</tr>
<tr>
<td></td>
<td>- Collaboratively developed a long-term plan for focused support of professional growth in key instructional areas that provides differentiated support for individual teacher ability in terms of whole school instructional goals</td>
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<tr>
<td></td>
<td>- Effectively implements safety nets and interventions to improve student achievement, determined using standards and performance data</td>
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## Pittsburgh Urban Leadership System for Excellence Performance-Based Compensation System

Administrator Performance Standard Rubric REVISED 05-30-2008

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>2c Ensuring an Inclusive Culture to Maximize Student Learning</td>
<td>There is little or no evidence that the school leader/district leader:  - Works to develop and monitor teacher use of differentiated instructional practices to address individual student needs and for students who traditionally struggle  - Promotes school culture that is culturally sensitive to all students  - Identifies factors in the learning environment that are insensitive to the needs of the diverse student population, has removed these barriers, and facilitated the creation of a comprehensive instructional program for all students</td>
<td>There is limited evidence that the school leader/district leader:  - Works to develop and monitor teacher use of differentiated instructional practices to address individual student needs and for students who traditionally struggle  - Promotes school culture that is culturally sensitive to all students  - Identifies factors in the learning environment that are insensitive to the needs of the diverse student population, has removed these barriers, and facilitated the creation of a comprehensive instructional program for all students</td>
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<td>There is clear, convincing, and consistent evidence that the school leader/district leader:  - Works to develop and monitor teacher use of differentiated instructional practices to address individual student needs and for students who traditionally struggle  - Promotes school culture that is culturally sensitive to all students  - Identifies factors in the learning environment that are insensitive to the needs of the diverse student population, has removed these barriers, and facilitated the creation of a comprehensive instructional program for all students</td>
</tr>
<tr>
<td>2d Monitoring Formative and Summative Assessment of Students &amp; Formatively and Summatively Evaluating Teachers</td>
<td>There is little or no evidence that the school leader/district leader:  - Has developed a structured, collective instructional planning process that uses student achievement data to coordinate specific instructional initiatives toward overall goals of student achievement  - Provides and participates in structured opportunities for teachers to share practices for meaningful, systematic feedback on student performances  - Establishes structures for evaluation of student performance that are based on multiple sources of data including student self-evaluation and reflection  - Consistently provides resources for teachers to improve practice  - Establishes evaluation practices that are used to document poor teaching as well as to provide valuable feedback for accomplished teachers  - Consistently demonstrates meeting achievement targets on district-authorized assessments</td>
<td>There is limited evidence that the school leader/district leader:  - Has developed a structured, collective instructional planning process that uses student achievement data to coordinate specific instructional initiatives toward overall goals of student achievement  - Provides and participates in structured opportunities for teachers to share practices for meaningful, systematic feedback on student performances  - Establishes structures for evaluation of student performance that are based on multiple sources of data including student self-evaluation and reflection  - Consistently provides resources for teachers to improve practice  - Establishes evaluation practices that are used to document poor teaching as well as to provide valuable feedback for accomplished teachers  - Consistently demonstrates meeting achievement targets on district-authorized assessments</td>
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</tr>
</tbody>
</table>
Standard 2 Performances

The administrator facilitates processes and engages in activities ensuring that:

1. professional development promotes a focus on student learning consistent with the district’s vision and goals
2. teachers are provided professional development around effective instruction and learning and lesson design and held accountable for implementing
3. content knowledge and pedagogical knowledge are demonstrated in core content areas
4. distracters to the teaching and learning focus are reduced or eliminated
5. teachers use the principles of effective instruction that lead to effort based learning
6. teachers are provided opportunities to develop differentiated instruction practices
7. the master schedule is designed and supportive of effective instruction
8. the use of instructional time and instructional quality is maximized
9. student achievement data at the classroom level is used to inform learning needs
10. teacher study groups center around student achievement data and student work
11. opportunities are provided for staff to deliberate on problems of practice
12. classroom visitations occur at a minimum of 3 times per week
13. learning walks are part of the school professional development practice
14. the school’s professional development plan is evident with a clear focus and competency based
15. observations are focused and reflect the learning needs of the teachers
16. barriers to student learning are identified, clarified, addressed, reduced and/or eliminated
17. diversity and cultural inclusiveness is considered in emerging learning experiences
18. life long learning is encouraged and modeled
19. there is a culture of high expectations for self, student, and staff performance
20. technology is used in teaching and has an impact on student learning
21. regularly practiced rituals and routines are in place so that student achievement can occur
22. multiple opportunities to learn are available to all students
23. curricular, co-curricular, and extra-curricular programs are designed, implemented, evaluated, and refined
24. curriculum decisions are based on research, expertise of teachers, and the recommendations of learned societies
25. the school culture and climate are assessed on a regular basis
26. a variety of sources of information is used to make decisions
27. student learning is assessed using a variety of techniques
28. multiple sources of information regarding performance are used by staff and students
29. a variety of supervisory and evaluation models is employed
30. pupil personnel programs are developed to meet the needs of students and their families
# Pittsburgh Urban Leadership System for Excellence

## Performance-Based Compensation System

### Administrator Performance Standard Rubric REVISED 05-30-2008

### Standard 3: The Management of Learning:
A school administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.

<table>
<thead>
<tr>
<th>Component</th>
<th>Performance Level</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3a Making Management Decisions to Ensure Successful Teaching and Learning</strong></td>
<td><strong>Rudimentary</strong></td>
</tr>
<tr>
<td>There is little or no evidence that the school leader/district leader demonstrates knowledge of learning, teaching, assessment and student development and uses that knowledge to inform management decisions to support teaching and learning.</td>
<td>There is limited evidence that the school leader/district leader demonstrates knowledge of learning, teaching, assessment and student development and uses that knowledge to inform management decisions to support teaching and learning.</td>
</tr>
</tbody>
</table>

| **3b Developing Procedures to Ensure Successful Teaching and Learning** | **Rudimentary** | **Emerging** | **Proficient** | **Accomplished** |
| There is little or no evidence that the school leader/district leader studies and applies school data and combines it with educational research to facilitate the development of school procedures with all stakeholders that effectively supports teaching and learning. | There is limited evidence that the school leader/district leader studies and applies school data and combines it with educational research to facilitate the development of school procedures with all stakeholders that effectively supports teaching and learning. | There is clear evidence that the school leader/district leader studies and applies school data and combines it with educational research to facilitate the development of school procedures with all stakeholders that effectively supports teaching and learning. | There is clear, convincing and consistent evidence that the school leader/district leader studies and applies school data and combines it with educational research to facilitate the development of school procedures with all stakeholders that effectively supports teaching and learning. |

| **3c Allocating Resources to Ensure Successful Teaching and Learning** | **Rudimentary** | **Emerging** | **Proficient** | **Accomplished** |
| There is little or no evidence that the school leader/district leader has developed collaborative ways to obtain and equitably allocate and conserve resources to support teaching and learning. | There is limited evidence that the school leader/district leader has developed collaborative ways to obtain and equitably allocate and conserve resources to support teaching and learning. | There is clear evidence that the school leader/district leader has developed collaborative ways to obtain and equitably allocate and conserve resources to support teaching and learning. | There is clear, convincing and consistent evidence that the school leader/district leader has developed collaborative ways to obtain and equitably allocate and conserve resources to support teaching and learning. |

| **3d Creating a Safe, Welcoming Environment to Ensure Successful Teaching and Learning**  
**SPE Focus Area 5** | **Rudimentary** | **Emerging** | **Proficient** | **Accomplished** |
| There is little or no evidence that the school leader/district leader collaborates with the community to create an environment that promotes a safe and conducive learning environment for all. | There is limited evidence that the school leader/district leader collaborates with the community to create an environment that promotes a safe and conducive learning environment for all. | There is clear evidence that the school leader/district leader collaborates with the community to create an environment that promotes a safe and conducive learning environment for all. | There is clear, convincing and consistent evidence that the school leader/district leader collaborates with the community to create an environment that promotes a safe and conducive learning environment for all. |
ATTACHMENT A - A Roadmap for Improving the Academic Performance of All Pittsburgh Public Schools Students

Pittsburgh Urban Leadership System for Excellence
Performance-Based Compensation System
Administrator Performance Standard Rubric REVISED 05-30-2008

Standard 3 Performances

The administrator facilitates processes and engages in activities ensuring that:

1. knowledge of learning, teaching, and student development is used to inform management decisions
2. operational procedures are designed to maximize opportunities for successful learning
3. school data and educational research are studied and applied as appropriate
4. operational plans and procedures to achieve the vision and goals of the district are in place
5. collective bargaining and other contractual agreements related to the school are effectively managed
6. the school plant, equipment, and support systems operate safely, efficiently, and effectively
7. time is managed to maximize attainment of organizational goals
8. aware of the details and undercurrents in the operation of the school are used to identify potential problems and opportunities
9. exploring opportunities and resolving problems in a timely manner
10. financial, human, and material resources are aligned to the needs of schools
11. the school acts entrepreneurially to support continuous improvement
12. organizational systems are regularly monitored and modified as needed
13. stakeholders are involved in decisions affecting schools
14. responsibility is shared to maximize ownership and accountability
15. effective problem-framing and problem-solving skills are used
16. effective conflict resolution skills are used
17. effective group-process and consensus-building skills are used
18. effective communication skills are used
19. a safe, clean, and aesthetically pleasing school environment is created and maintained
20. human resource functions support the attainment of school goals
21. confidentiality and privacy of school records are maintained
22. school funds are managed in a way that are fiscally sound
23. Board policies are implemented and adhered to
**Standard 4: Relationships with the Broader Community to Foster Learning:** A school administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources.

<table>
<thead>
<tr>
<th>Component</th>
<th>Performance Level</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Rudimentary</td>
</tr>
<tr>
<td>4a Understanding the Community Needs</td>
<td>There is little or no evidence that the school leader/district leader assesses the needs of the community and uses resulting data to foster learning and improve student achievement.</td>
</tr>
<tr>
<td>SPE Focus Area 6</td>
<td></td>
</tr>
<tr>
<td>4b Involving Members of the Community</td>
<td>There is little or no evidence that the school leader/district leader establishes solid, ongoing partnerships with parents, community groups and organizations that strengthen school programs and support the success of the teaching and learning process.</td>
</tr>
<tr>
<td>SPE Focus Area 6</td>
<td></td>
</tr>
<tr>
<td>4c Providing Opportunities for the School and Community to Serve Each Other</td>
<td>There is little or no evidence that the school leader/district leader fosters relationships between and among a variety of community groups (e.g., youth and family service agencies, cultural groups, etc.) and school programs to improve teaching and learning.</td>
</tr>
<tr>
<td>SPE Focus Area 6</td>
<td></td>
</tr>
<tr>
<td>4d Understanding and Valuing Diversity</td>
<td>There is little or no evidence that the school leader/district leader holds teachers accountable to address cultural diversity, differentiated instruction, learning modalities, and developmentally appropriate resource materials.</td>
</tr>
<tr>
<td>SPE Focus Area 6</td>
<td></td>
</tr>
</tbody>
</table>
Standard 4 Performances

The administrator facilitates processes and engages in activities ensuring that:

1. active involvement, and communication with families and the community are a priority
2. relationships with families and community leaders are developed and maintained
3. information about family and community concerns, expectations, and needs is used regularly to support teaching and learning
4. there is outreach to different business, religious, political, and service agencies and organizations
5. respect is given to individuals and groups whose values and opinions may conflict
6. the school, family and community serve one another as resources
7. available family and community resources are secured to help the school solve problems and achieve goals
8. partnerships are established with area businesses, institutions of higher education, and community groups to strengthen programs and support district reform goals
9. community youth family services are integrated with school programs
10. community stakeholders are treated equitably
11. diversity is recognized and valued
12. communicates effectively with families and community in a variety of ways
13. a comprehensive program of community relations is established
14. public resources and funds are used appropriately and wisely
15. community collaboration is modeled for staff
16. opportunities for staff to develop collaborative skills are provided
17. establishes a welcoming environment
Standard 5: Integrity, Fairness and Ethics in Learning: A school administrator is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>5a Demonstrating a Personal and Professional Code of Ethics</td>
<td>There is little or no evidence that the school leader/district leader holds him/herself and others to high standards of ethical behavior and confronts with evidence those who fail to meet this expectation.</td>
<td>There is limited evidence that the school leader/district leader holds him/herself and others to high standards of ethical behavior and confronts with evidence those who fail to meet this expectation.</td>
<td>There is clear evidence that the school leader/district leader holds him/herself and others to high standards of ethical behavior and confronts with evidence those who fail to meet this expectation.</td>
<td>There is clear, consistent and convincing evidence that the school leader/district leader consistently holds him/herself and others to high standards of ethical behavior and confronts with evidence those who fail to meet this expectation.</td>
</tr>
<tr>
<td>5b Understanding One’s Impact on the School and Community</td>
<td>There is little or no evidence the school leader/district leader knows and communicates the role of education in modern society to all learners; does not use the influence of his/her position to enhance the educational program and promote student success in society; does not seek feedback from the members of the community about the administrator’s impact on learning.</td>
<td>There is limited evidence the school leader/district leader knows and communicates the role of education in modern society to all learners; uses the influence of his/her position to enhance the educational program and promote student success in society; periodically seeks feedback from the members of the community about the administrator’s impact on learning and uses this information to strengthen the relationship between the school, family and community.</td>
<td>There is clear evidence that the school leader/district leader knows and communicates the role of education in modern society to all learners; uses the influence of his/her position to enhance the educational program and promote student success in society; frequently seeks feedback from the members of the community about the administrator’s impact on learning and uses this information to strengthen the relationship between the school, family and community.</td>
<td>There is clear, consistent and convincing evidence that the school leader/district leader knows and communicates the role of education in modern society to all learners; uses the influence of his/her position to enhance the educational program and promote student success in society; consistently seeks feedback from the members of the community about the administrator’s impact on learning and uses this information to strengthen the relationship between the school, family and community.</td>
</tr>
<tr>
<td>5c Respecting the Rights and Dignity of All</td>
<td>There is little or no evidence the school leader/district leader is concerned with the rights and dignity of teachers, students, and parents.</td>
<td>There is limited evidence the school leader/district leader creates and supports rules and routines that respect and protect the rights of all teachers, students, and parents; and actively supports the rights and dignity of all.</td>
<td>There is clear evidence that the school leader/district leader creates and supports rules and routines that respect and protect the rights of all teachers, students, and parents; and actively supports the rights and dignity of all.</td>
<td>There is clear, consistent and convincing evidence that the school leader/district leader consistently creates and supports rules and routines that respect and protect the rights of all teachers, students and parents; and actively confronts efforts by others who might seek to infringe on these rights.</td>
</tr>
<tr>
<td>SPE Focus Area 5 &amp; 6</td>
<td>There is little or no evidence the school leader/district leader is aware of the impact that integrity and ethics have on teaching and learning as well as on the culture of the school.</td>
<td>There is limited evidence that the school leader/district leader subordinates her/his interests for the good of the school community; brings ethical principles to the decision-making process; develops a caring school community; demonstrates a clear and compelling sense of integrity and ethical behavior that serves as a model for all members of the school.</td>
<td>There is clear evidence that the school leader/district leader subordinates her/his interests for the good of the school community; brings ethical principles to the decision-making process; develops a caring school community; demonstrates a clear and compelling sense of integrity and ethical behavior that serves as a model for all members of the school community.</td>
<td>There is clear, consistent and convincing evidence that the school leader/district leader consistently subordinates her/his interests for the good of the school community; consistently brings ethical principles to the decision-making process; consistently develops a caring school community; consistently demonstrates a clear and compelling sense of integrity and ethical behavior and is seen as a model for all members of the school community.</td>
</tr>
<tr>
<td>5d Inspiring Integrity and Ethical Behavior in Others</td>
<td>There is little or no evidence that the school leader/district leader is aware of the impact that integrity and ethics have on teaching and learning as well as on the culture of the school.</td>
<td>There is limited evidence that the school leader/district leader subordinates her/his interests for the good of the school community; brings ethical principles to the decision-making process; develops a caring school community; demonstrates a clear and compelling sense of integrity and ethical behavior that serves as a model for all members of the school.</td>
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<td>There is clear, consistent and convincing evidence that the school leader/district leader consistently subordinates her/his interests for the good of the school community; consistently brings ethical principles to the decision-making process; consistently develops a caring school community; consistently demonstrates a clear and compelling sense of integrity and ethical behavior and is seen as a model for all members of the school community.</td>
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</table>
Standard 5 Performances

The administrator:

1. examines personal and professional values
2. holds all school staff accountable to personal and professional code of ethics
3. demonstrates a personal and professional code of ethics
4. demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance
5. serves as a role model
6. accepts responsibility for school operations
7. considers the impact of one's administrative practices on others
8. uses the influence of the office to enhance the educational program rather than for personal gain
9. treats people fairly, equitably, and with dignity and respect
10. protects the rights and confidentiality of students and staff
11. demonstrates appreciation for and sensitivity to the diversity in the school community
12. recognizes and respects the legitimate authority of others
13. examines and considers the prevailing values of the diverse school community
14. expects that others in the school community will demonstrate integrity and exercise ethical behavior
15. opens the school to public scrutiny
16. fulfills legal and contractual obligations
17. applies laws and procedures fairly, wisely, and considerately
18. students and staff feel valued and important
19. all individuals are treated with fairness, dignity, and respect
20. uses role of school leader/district leader to regularly convey to students the importance of education
### PERFORMANCE LEVEL

<table>
<thead>
<tr>
<th>Component</th>
<th>Rudimentary</th>
<th>Emerging</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>6a Operating Schools on Behalf of Students and Families</td>
<td>There is little or no evidence that the school leader/district leader is in a collaborative relationship with families and community partners, respects the challenges faced by students and families, and uses that knowledge as a part of an on-going process to improve teaching and learning.</td>
<td>There is limited evidence that the school leader/district leader is in a collaborative relationship with families and community partners, respects the challenges faced by students and families, and uses that knowledge as a part of an on-going process to improve teaching and learning.</td>
<td>There is clear evidence that the school leader/district leader is in a collaborative relationship with families and community partners, respects the challenges faced by students and families, and uses that knowledge as a part of an on-going process to improve teaching and learning.</td>
<td>There is clear, consistent and convincing evidence that the school leader/district leader is in a collaborative relationship with families and community partners, respects the challenges faced by students and families, and uses that knowledge as a part of an on-going process to improve teaching and learning.</td>
</tr>
<tr>
<td>6b Collaborative Strategizing to Maximize Opportunities and Minimize Threats to Student Learning</td>
<td>There is little or no evidence that the school leader/district leader is aware of external forces that may challenge or support the district vision, instructional programs or school achievement.</td>
<td>There is limited evidence that the school leader/district leader identifies external forces that may challenge or support the district vision, instructional programs or school achievement or communicates the information to the staff and diverse community groups when it is known.</td>
<td>There is clear evidence that the school leader/district leader identifies external forces that may challenge or support the district vision, instructional programs or school achievement, honestly communicates the information to the staff and diverse community groups in a readily accessible and timely way.</td>
<td>There is clear, consistent and convincing evidence that the school leader/district leader identifies external forces that may challenge or support the district vision, instructional programs or school achievement, honesty communicates the information to the staff and diverse community groups in a readily accessible and timely way and collaborates with community members to assess the impact of the forces and take appropriate action.</td>
</tr>
<tr>
<td>6c Working within Policies, Laws, and Regulations</td>
<td>There is little or no evidence that the school leader/district leader is aware of the policies, laws, and regulations that govern the school and district.</td>
<td>There is limited evidence that the school leader/district leader is aware of the policies, laws, and regulations that govern the school and district and periodically uses this knowledge to bring about significant, positive change in teaching and learning.</td>
<td>There is clear evidence that the school leader/district leader is knowledgeable about the policies, laws, and regulations that govern the school and district and uses this knowledge to bring about significant, positive change in teaching and learning that impacts all student groups supports the district’s vision, and reflects the spirit as well as the intent of those regulations.</td>
<td>There is clear, consistent and convincing evidence that the school leader/district leader is knowledgeable about the policies, laws, and regulations that govern the school and district and uses this knowledge to collaborate with parents, students, and community partners to bring about significant, positive change in teaching and learning that impacts all student groups, supports the district’s vision, and reflects the spirit as well as the intent of those regulations.</td>
</tr>
<tr>
<td>6d Communicating with Decision-Makers Outside the School Community</td>
<td>There is little or no evidence the school leader/district leader makes any attempt to communicate with community partners and other decision makers outside the school concerning the efforts of teachers and students and how these decision makers can effectively influence and support instruction and student performance.</td>
<td>There is limited evidence the school leader/district leader has established communication with community partners and other decision makers outside the school concerning the efforts of teachers and students and how these decision makers can effectively influence and support instruction and student performance.</td>
<td>There is clear evidence that the school leader/district leader has established communication with community partners and other decision makers outside the school concerning the efforts of teachers and students and how these decision makers can effectively influence and support instruction and student performance.</td>
<td>There is a clear, consistent and convincing evidence that the school leader/district leader has established an honest and ongoing dialogue in collaboration with community partners and other decision makers outside the school concerning the efforts of teachers and students and how these decision makers can effectively influence and support instruction and student performance.</td>
</tr>
</tbody>
</table>
Standard 6 Performances

The administrator facilitates processes and engages in activities ensuring that:

1. the environment in which schools operate is influenced on behalf of students and their families
2. communication occurs among the school community concerning trends, issues, and potential changes in the environment in which schools operate
3. there is ongoing dialogue with representatives of diverse community groups
4. the school community works within the framework of policies, laws, and regulations enacted by local, state, and federal authorities
5. public policy is shaped to provide quality education for students
6. lines of communication are developed with decision makers outside the school community
ATTACHMENT A - A Roadmap for Improving the Academic Performance of All Pittsburgh Public Schools Students

Pittsburgh Urban Leadership System for Excellence
Performance-Based Compensation System
Administrator Performance Standard Rubric REVISED 05-30-2008

Standard 7: Leadership for Learning: A School Administrator is an educational leader who promotes the success of all students by engaging school staff in shared decision making at the school level and by sharing and expanding leadership skills at the district, community, state and national levels.

<table>
<thead>
<tr>
<th>Component</th>
<th>PERFORMAACE LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>7a Leadership at the School Level</td>
<td><strong>Rudimentary</strong></td>
</tr>
<tr>
<td></td>
<td>There is little or no evidence that the school leader/district leader engages a leadership team to assist in the instructional and managerial aspects of the school, mentors and nurtures teacher leaders and has a respectful relationship with a variety of leadership groups in order to problem solve school related issues.</td>
</tr>
<tr>
<td>7b Leadership at the District level</td>
<td><strong>Emerging</strong></td>
</tr>
<tr>
<td></td>
<td>There is limited evidence that the school leader/district leader engages a leadership team to assist in the instructional and managerial aspects of the school, mentors and nurtures teacher leaders and has a respectful relationship with a variety of leadership groups in order to problem solve school related issues.</td>
</tr>
<tr>
<td>7c Leadership at the Community, State or National Level</td>
<td><strong>Proficient</strong></td>
</tr>
<tr>
<td></td>
<td>There is clear evidence that the school leader/district leader engages a leadership team to assist in the instructional and managerial aspects of the school, mentors and nurtures teacher leaders and has a respectful relationship with a variety of leadership groups in order to problem solve school related issues.</td>
</tr>
</tbody>
</table>

*Not applicable to district leader*
### Pittsburgh Urban Leadership System for Excellence

**Performance-Based Compensation System**

**Administrator Performance Standard Rubric REVISED 05-30-2008**

#### PERFORMANCE LEVEL

<table>
<thead>
<tr>
<th>Rudimentary</th>
<th>Emerging</th>
<th>Proficient</th>
<th>Accomplished</th>
</tr>
</thead>
<tbody>
<tr>
<td>There is little or no evidence that the school leader/district leader uses a systems view to adopt a decision-making approach that:</td>
<td>There is limited evidence that the school leader/district leader uses a systems view to adopt a decision-making approach that:</td>
<td>There is clear evidence that the school leader/district leader uses a systems view to adopt a decision-making approach that:</td>
<td>There is clear and consistent evidence that the school leader/district leader uses a systems view to adopt a decision-making approach that:</td>
</tr>
<tr>
<td>- synthesizes multiple inputs</td>
<td>- synthesizes multiple inputs</td>
<td>- synthesizes multiple inputs</td>
<td>- synthesizes multiple inputs</td>
</tr>
<tr>
<td>- elicits and presents all sides of an issue</td>
<td>- elicits and presents all sides of an issue</td>
<td>- elicits and presents all sides of an issue</td>
<td>- elicits and presents all sides of an issue</td>
</tr>
<tr>
<td>- is global</td>
<td>- is global</td>
<td>- is global</td>
<td>- is global</td>
</tr>
<tr>
<td>- is balanced</td>
<td>- is balanced</td>
<td>- is balanced</td>
<td>- is balanced</td>
</tr>
<tr>
<td>- is data-informed</td>
<td>- is data-informed</td>
<td>- is data-informed</td>
<td>- is data-informed</td>
</tr>
<tr>
<td>- reflects personal initiative</td>
<td>- reflects personal initiative</td>
<td>- reflects personal initiative</td>
<td>- reflects personal initiative</td>
</tr>
<tr>
<td>- is innovative</td>
<td>- is innovative</td>
<td>- is innovative</td>
<td>- is innovative</td>
</tr>
<tr>
<td>- benefits district/school/student learning</td>
<td>- benefits district/school/student learning</td>
<td>- benefits district/school/student learning</td>
<td>- benefits school/district/student earning</td>
</tr>
</tbody>
</table>

---

The Pittsburgh Public School District is an equal opportunity educational institution and will not discriminate on the basis of race, color, national origin, gender, sexual orientation, age or disability, in its activities, programs or employment practices as required by Title II of ADA, Title VII, Title IX and Section 504. It is the policy of the Pittsburgh Public School District to make all services, programs and activities available and to provide reasonable accommodations to persons with disabilities. For more information regarding accommodations, civil rights or grievance procedures, contact Ms. Susan Sinicki, Manager of Employee Relations, Office of Employee Relations, Pittsburgh Public School District, 341 S. Bellefield Avenue, Pittsburgh, PA 15213-3516; Phone: (412) 622-3501 (voice/TTY/DSS), Fax: 412-622-3581
Standard 7 Performances:
The administrator facilitates processes and engages in activities ensuring that:

1. procedures and processes are in place to lead the school in the absence of the Principal/School leader/district leader
2. a communication plan is in place to regularly inform staff about decisions, activities and priorities
3. leadership skills of staff members are developed and nurtured
4. important tasks are delegated with confidence to appropriate staff members
5. the what and why of a delegated task are clear leaving the how to those responsible for the task
6. leadership capabilities of staff members are developed to support a strong school climate
7. staff selection opportunities build a school community with talented and productive people
8. Principals/School leader/district leaders are collaborating to solve problems, combine resources and provide common professional development activities
9. the District initiatives are being positively communicated to the public
10. the District’s interest is represented in community and/or university partnerships
11. policy-making at the state or national level is impacted

NOTE: ALL PERFORMANCES UNDER EACH STANDARD DO NOT NEED TO BE EVIDENT. They are samples to assist in assessing the level of performance.
**PROFESSIONAL RATING FORM**  
**SCHOOL ADMINISTRATORS**

**Last Name:** ___________________________  
**First:** ___________________________  
**Middle:** ___________________________

**School:** ___________________________  
**Job Title:** ___________________________

<table>
<thead>
<tr>
<th><strong>Satisfactory</strong></th>
<th><strong>Unsatisfactory</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance of employee is sufficiently acceptable to justify continuation of employment.</td>
<td>Performance in one or more of the standards is unacceptable.</td>
</tr>
<tr>
<td>Signature of Rater: ___________________________</td>
<td>Signature of Rater: ___________________________</td>
</tr>
<tr>
<td>Position: ___________________________</td>
<td>Position: ___________________________</td>
</tr>
<tr>
<td>Date: ___________________________</td>
<td>Date: ___________________________</td>
</tr>
</tbody>
</table>

**Standards Where Performance is Unacceptable**

- **Standard 1: The Vision of Learning** - A school administrator is an educational leader who promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.

- **Standard 2: The Culture of Teaching and Learning** - A school administrator is an educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

- **Standard 3: The Management of Learning** - A school administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment.

- **Standard 4: Relationships with the Broader Community to Foster Learning** - A school administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs, and mobilizing community resources.

- **Standard 5: Integrity, Fairness, and Ethics in Learning** - A school administrator is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner.

- **Standard 6: The Political, Social, Economic, Legal, and Cultural Context of Learning** - A school administrator is an educational leader who promotes the success of all students by understanding, responding to, and influencing the larger political, social, economic, legal, and cultural context.

- **Standard 7: Leadership for Learning** - A school administrator is an educational leader who promotes the success of all students by engaging school staff in shared decision making at the school level and by sharing and expanding leadership skills at the district, community, state, and national levels.

Although rated as satisfactory, performance has been assessed to be Below Average and improvement must occur.

I certify that the above named employee has been rated as indicated for the period beginning __________ and ending __________.

**Signature of Principal:** ___________________________  
**Date:** ___________________________

**Signature of Executive Director:** ___________________________  
**Date:** ___________________________

**Signature of Superintendent:** ___________________________  
**Date:** ___________________________

(Required for unsatisfactory ratings)

Pittsburgh Public Schools Property 2007
A RESOLUTION OF THE BOARD OF THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH ADOPTING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ADJUDICATION OF THE HEARING OFFICER REGARDING SHONA MCKEITHEN.

WHEREAS, the School District of Pittsburgh conducted a hearing regarding the dismissal of Shona McKeithen; and

WHEREAS, Ira Weiss, Hearing Officer has presented proposed Findings of Fact, Conclusions of Law and Adjudication relative to Shona McKeithen.

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

1. The Findings of Fact, Conclusions of Law and Adjudication are hereby approved and adopted.

2. Shona McKeithen is hereby dismissed as a nonprofessional employee of the School District effective February 25, 2009.

3. The Law Department of the School District is hereby authorized, empowered and directed to send notice of this decision to Shona McKeithen.

Respectfully Submitted,

Mr. Mark Roosevelt
Superintendent of Schools
ADDENDUM H

ADDITIONAL HUMAN RESOURCES ACTION

February 24, 2009

Dismissal of Professional Employee

A RESOLUTION OF THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH ADOPTING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ADJUDICATION OF THE ADMINISTRATION REGARDING DOMINIC MATTHEWS

WHEREAS, the School District of Pittsburgh conducted a hearing regarding the proposed dismissal of Dominic Matthews; and

WHEREAS, The Administration has presented proposed Findings of Fact, Conclusions of Law and Adjudication relative to Ms. Matthews.

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

1. The Findings of Fact, Conclusions of Law and Adjudication presented by the Administration are hereby approved and adopted.

2. Dominic Matthews is hereby dismissed as a professional employee of the School District of Pittsburgh effective February 25, 2009.

3. The Law Department of the School District is hereby authorized, empowered and directed to send notice of this decision to Ms. Matthews.

Respectfully Submitted,

Mr. Mark Roosevelt
Superintendent of Schools
DIRECTORS:

It is recommended that the following transfer be approved:

From Major Objects 700                                    $450,000
  Property
From Major Objects 800                                    $2,500,000
  Other Objects
From Major Objects 900                                    $1,450,000
  Other Financing Uses

To Major Object 500                                       $4,400,000
  Other Purchased Services

2008 General Fund Budget transfer addressing final expenditures.

Respectfully submitted,

Floyd McCrea
Chairperson
Business / Finance Committee
### 2008 Appropriations by Major Object
**Adjusted as of February 2009**

<table>
<thead>
<tr>
<th>MAJOR OBJECT</th>
<th>DESCRIPTION</th>
<th>APPROPRIATIONS</th>
<th>DATE OF TRANSFER</th>
<th>AMOUNT OF TRANSFER</th>
<th>ADJUSTED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Personal Services- Salaries</td>
<td>$202,485,650</td>
<td>10/22/2008</td>
<td>$(350,000)</td>
<td>$201,986,756</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>11/25/2008</td>
<td>$(148,894)</td>
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<tr>
<td>200</td>
<td>Personal Services- Employee Benefits</td>
<td>73,653,267</td>
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<td>$0</td>
<td>73,653,267</td>
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<tr>
<td>300</td>
<td>Purchased Prof. &amp; Tech. Services</td>
<td>73,556,980</td>
<td>03/26/2008</td>
<td>$222,000</td>
<td>73,928,980</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>12/17/2008</td>
<td>$150,000</td>
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<tr>
<td>400</td>
<td>Purchased Property Services</td>
<td>12,024,926</td>
<td>04/23/2008</td>
<td>$(52,000)</td>
<td>11,972,926</td>
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<td>05/21/2008</td>
<td>$100,000</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>11/25/2008</td>
<td>$(100,000)</td>
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<tr>
<td>500</td>
<td>Other Purchased Services</td>
<td>72,440,658</td>
<td>11/25/2008</td>
<td>$(100,000)</td>
<td>76,740,658</td>
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<td>02/24/2009</td>
<td>$4,400,000</td>
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<tr>
<td>600</td>
<td>Supplies</td>
<td>19,009,943</td>
<td>04/07/2008</td>
<td>$485,198</td>
<td>18,781,141</td>
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<td></td>
<td></td>
<td></td>
<td>04/23/2008</td>
<td>$26,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>07/23/2008</td>
<td>$60,000</td>
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<td></td>
<td></td>
<td></td>
<td>10/22/2008</td>
<td>$350,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>11/25/2008</td>
<td>$(1,000,000)</td>
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<td>12/17/2008</td>
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<td>700</td>
<td>Property</td>
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<td></td>
<td>07/23/2008</td>
<td>$40,000</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>02/24/2009</td>
<td>$(450,000)</td>
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<tr>
<td>800</td>
<td>Other Objects</td>
<td>32,126,135</td>
<td>03/26/2008</td>
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<td>27,028,954</td>
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<td>05/21/2008</td>
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<td>07/23/2008</td>
<td>$(1,399,075)</td>
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<td>11/25/2008</td>
<td>$(876,106)</td>
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<td>02/24/2009</td>
<td>$(2,500,000)</td>
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<td>900</td>
<td>Other Financing Uses</td>
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<td>$1,299,075</td>
<td>39,218,101</td>
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<td>11/25/2008</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td>11/25/2008</td>
<td>$1,225,000</td>
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<td></td>
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<td>02/24/2009</td>
<td>$(1,450,000)</td>
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<tr>
<td>Res. for Enc.</td>
<td></td>
<td>2,500,000</td>
<td></td>
<td></td>
<td>2,500,000</td>
</tr>
</tbody>
</table>

**Total:** $529,059,774  $0  $529,059,774
A RESOLUTION OF THE BOARD OF PUBLIC EDUCATION
RECOGNIZING THE 35TH ANNUAL SBN SPORTS BLACK COLLEGE FOOTBALL ALL-AMERICAN WEEKEND AND
RECOGNIZING THE PARTICIPATION OF DISTRICT HIGH SCHOOL COACHES AND ATHLETES

WHEREAS, the 35th Annual SBN Sports Black College Football All-American Weekend was held in Pittsburgh and included nine District high schools with football programs; and

WHEREAS, the Weekend included a brunch with the Pittsburgh Steelers including Coach Mike Tomlin, Steelers President Art Rooney and Steelers Chairman Dan Rooney; and

WHEREAS a large number of present and former professional football players, coaches and personnel participated in the event (a list of the participants is attached hereto).

NOW, THEREFORE, be it resolved as follows:

The Board of Public Education congratulates the participants in the Weekend and recognizes the efforts of Mark Brentley, Sr. and Athletic Director Michael Gavlik for their contribution to the success of the Weekend

RESOLVED this 24th day of February, 2009.

ATTEST:

BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH

Secretary

By

President
List of Participants:

Mel Blount
Greg Lloyd
L.C. Greenwood
Robert Brazile, Houston Oilers
Ken Burrough, Houston Oilers
Billy "White Shoes" Johnson, Houston Oilers
Doug Williams, Washington Redskins Super Bowl MVP
Nesby Glasgow, Seattle Seahawks
James Harris, Los Angeles Rams/Buffalo Bills
Everson Walls, Dallas Cowboys/New York Giants
Eddie Robinson Jr., Tennessee Titans
Rick Upchurch, Denver Broncos

Active Players

Dominique Rogers-Cromartie, Arizona Cardinals
Jacoby Jones, Houston Texans
Kendall Langford, Miami Dolphins
Steve Baggs, Saskatchewan Rough Riders of the CFL

Other Former Steelers

Edmund Nelson
Willie Williams

Pittsburgh Steelers Front Office Represented

Chairman Dan Rooney
President Art Rooney, II
Coach Mike Tomlin
Tight Ends Coach James Daniel
Director of Player Personnel Kevin Colbert

Scouting Staff

Doug Whaley
Mark Gorscak
Phil Kreidler
Dave Petett
Bill Nunn
Luke Palko
PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

February 24, 2009

Regular Meeting

ROLL CALL

APPROVAL OF MINUTES: January 21, 2009

COMMITTEE REPORTS

- Committee on Education
- Committee on Business
PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

COMMITTEE ON EDUCATION February 24, 2009

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, Michael Kolbrener, will assist the Intermediate Unit’s member school district in the development and production of a video detailing the process of a new teacher evaluation system. Mr. Kolbrener has national experience and district experience designing and producing an effective video that captures key district messages. Services will be rendered during the period March 1, 2009 through February 28, 2010. Total compensation shall not exceed $20,000. Charge to: 10-2360-320-010-111-000.

Respectfully submitted,

Mr. Thomas Sumpter
Chairperson

Committee on Education
PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

COMMITTEE ON BUSINESS

February 24, 2009

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. RESOLVED, That the Board of Directors of the Pittsburgh-Mt. Oliver Intermediate Unit approve a renewal lease agreement with Pitney Bowes for a Digital Meter Mailing System. Duration of the lease agreement to be sixty (60) months at the cost of $150/month beginning February 2009. Total cost shall not exceed $9,000.00. Charge to accounts: 10-2500-530-010-111-000 and 10-2500-530-380-113-000.

B. RESOLVED, That the Board of Directors of the Pittsburgh-Mt. Oliver Intermediate Unit accept the audit report issued by the public accounting firm of Parente Randolph of the financial operations of the Pittsburgh-Mt. Oliver Intermediate Unit for the fiscal year July 1, 2007 through June 30, 2008.

C. It is recommended that the list of payments made for the month of January 2009, in the amount of $1,523,265.67, 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
PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

February 24, 2009

FINANCIAL STATEMENTS

for

January 2009
### PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT
### INTERIM MONTHLY BALANCE SHEET - ALL FUNDS
### FOR MONTH ENDING JANUARY 31, 2009

<table>
<thead>
<tr>
<th></th>
<th>GENERAL FUND</th>
<th>SPECIAL REVENUE FUNDS</th>
<th>FIDUCIARY (PAYROLL) FUND</th>
<th>TOTAL ALL FUNDS</th>
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<tbody>
<tr>
<td><strong>CURRENT ASSETS</strong></td>
<td></td>
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<tr>
<td>Cash</td>
<td>$ 821,892.47</td>
<td>$ 2,710,627.92</td>
<td>$ 68,191.77</td>
<td>$ 3,600,712.16</td>
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<td>Petty Cash</td>
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<td>Investments</td>
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<td>$ 7,176,137.44</td>
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<td>Intergovernmental Accts. Receivable</td>
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<tr>
<td><strong>TOTAL CURRENT ASSETS</strong></td>
<td>$ 4,706,186.51</td>
<td>$ 6,151,542.51</td>
<td>$ 68,191.77</td>
<td>$ 10,925,920.79</td>
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<td><strong>FIXED ASSETS</strong></td>
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<tr>
<td>Machinery and Equipment</td>
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<td>$ 40,661.00</td>
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<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>$ 4,746,847.51</td>
<td>$ 6,151,542.51</td>
<td>$ 68,191.77</td>
<td>$ 10,966,581.79</td>
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<td>Payroll Accruals and Withholdings</td>
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<td>$ 68,191.77</td>
<td>$ 68,191.77</td>
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<td>Compensated Absences</td>
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<td>Deferred Revenues</td>
<td>$ 1,237,680.26</td>
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<td>$ 1,237,680.26</td>
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<td><strong>TOTAL CURRENT LIABILITIES</strong></td>
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<td>$ 1,308,872.03</td>
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<td>Current Year Revenues in Excess of Expenditures</td>
<td>$ 2,364,674.92</td>
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<td>$ 8,516,217.43</td>
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<td>Invested in Equipment</td>
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<td>$ 40,661.00</td>
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<td><strong>TOTAL FUND EQUITY</strong></td>
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<td>$ 9,657,709.76</td>
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<td><strong>TOTAL LIABILITIES AND FUND EQUITY</strong></td>
<td>$ 4,746,847.51</td>
<td>$ 6,151,542.51</td>
<td>$ 68,191.77</td>
<td>$ 10,966,581.79</td>
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<td>Account Type</td>
<td>Description</td>
<td>Amount</td>
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<tr>
<td>------------------------------</td>
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<td>Citizens Bank</td>
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<td>Pa. School District Liquid Asset Fund</td>
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<td>TOTAL INVESTMENT ACCOUNTS</td>
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<td>$7,176,137.44</td>
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## PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT
### EXPENDITURE ANALYSIS
#### GENERAL FUND
**CURRENT FISCAL YEAR TO DATE TO PRIOR FISCAL YEARS END**
**AS OF JANUARY 31, 2009**

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Instruction</th>
<th>Support Services</th>
<th>Other Expenditures and Financing Uses</th>
<th>General Fund Expenditures</th>
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<tbody>
<tr>
<td><strong>1000 INSTRUCTION</strong></td>
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<tr>
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<td>$1,674,708.00</td>
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<tr>
<td>500 Other Purchased Services</td>
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<td>800 Other Objects</td>
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<tr>
<td>900 Other Uses of Funds</td>
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<td>-</td>
<td></td>
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<tr>
<td><strong>TOTAL INSTRUCTION</strong></td>
<td>$3,656,851.00</td>
<td>$3,648,150.00</td>
<td>$1,665,178.99</td>
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<tr>
<td><strong>2000 SUPPORT SERVICES</strong></td>
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<tr>
<td>100 Personnel Services-Salaries</td>
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<td>300 Professional/Technical Services</td>
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<td>$228,575.00</td>
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<td>400 Purchased Property Services</td>
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<td>$53,870.00</td>
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<td>$59,727.00</td>
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<td>900 Other Uses of Funds</td>
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<td><strong>TOTAL SUPPORT SERVICES</strong></td>
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<td>$4,506,640.00</td>
<td>$2,345,511.54</td>
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<tr>
<td><strong>3000 OPERATION OF NON-INSTRUCTIONAL SERVICE</strong></td>
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<td>100 Personnel Services-Salaries</td>
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<td>$17,815.00</td>
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<td>200 Personnel Services-Benefits</td>
<td>$2,520.00</td>
<td>$2,747.00</td>
<td>$1,020.41</td>
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<tr>
<td>300 Professional/Technical Services</td>
<td>$100.00</td>
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<td>-</td>
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</tr>
<tr>
<td>400 Purchased Property Services</td>
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<td>$5,251.00</td>
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<tr>
<td>500 Other Purchased Services</td>
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<td>$8,375.00</td>
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<tr>
<td>600 Supplies</td>
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<td>$34,188.00</td>
<td>$1,472.69</td>
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<td><strong>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</strong></td>
<td>$31,393.00</td>
<td>$34,188.00</td>
<td>$1,472.69</td>
<td>$9,619.10</td>
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<tr>
<td><strong>5000 OTHER EXPENDITURES AND FINANCING USES</strong></td>
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<tr>
<td>900 Other Uses of Funds</td>
<td>$383,579.00</td>
<td>$364,145.00</td>
<td>$224,814.53</td>
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<tr>
<td><strong>TOTAL OTHER EXPENDITURES AND FINANCING USES</strong></td>
<td>$383,579.00</td>
<td>$364,145.00</td>
<td>$224,814.53</td>
<td>$4,245,124.16</td>
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<tr>
<td><strong>TOTAL GENERAL FUND EXPENDITURES</strong></td>
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<td>$8,553,123.00</td>
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</tbody>
</table>
### Account Summary Report 2008-2009

**Pittsburgh-Mt Oliver IU 2**

**Revenue Accounts - with Activity Only**

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Anticipated Revenue</th>
<th>Adjustments</th>
<th>YTD Revenue Received</th>
<th>Current Revenue Received</th>
<th>Remaining Balance</th>
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<tbody>
<tr>
<td>10 Fund 10 Earnings On Investments</td>
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<td>59,023.55</td>
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<tr>
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<td>1,762,353.98</td>
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<td>6900 Other Revenue From Local</td>
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<td>29,288.82</td>
<td>157,227.29</td>
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<tr>
<td>7100 Basic Instructional And</td>
<td>121,161.00</td>
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<td>121,161.70</td>
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<tr>
<td>7200 Subsidies For Specific</td>
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<td>1,306,012.00</td>
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<td>25,000.00</td>
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<tr>
<td>7700 Revenue For Non-public Program</td>
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<td>2,712,608.86</td>
<td>219,672.87</td>
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<td>65,900.56</td>
<td>0.00</td>
<td>127,099.44</td>
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<td>8500 Restricted Grants-in-aid From</td>
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<tr>
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<td>1,115,744.00</td>
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<td>74,196.00</td>
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<tr>
<td>23 Fund (R) Total</td>
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<td>0.00</td>
<td>1,115,744.00</td>
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<td>74,196.00</td>
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<td>24 Fund 24 Subsidies For Non-educational</td>
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<td>0.00</td>
<td>7,179,670.00</td>
<td>2,710,628.00</td>
<td>3,036,575.00</td>
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<tr>
<td>24 Fund (R) Total</td>
<td>10,216,245.00</td>
<td>0.00</td>
<td>7,179,670.00</td>
<td>2,710,628.00</td>
<td>3,036,575.00</td>
</tr>
<tr>
<td>25 Institutionalized Children's Prog</td>
<td>929,217.00</td>
<td>0.00</td>
<td>878,248.00</td>
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<td>50,969.00</td>
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<tr>
<td>25 Institutionalized Children's Prog</td>
<td>929,217.00</td>
<td>0.00</td>
<td>878,248.00</td>
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<td>50,969.00</td>
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</table>
![Adjusted Budget vs. Current Encumbrances and Remaining Balance](image-url)

### Pittsburgh-Mt Oliver IU 2
#### Account Summary Report 2008-2009

**Expenditure Accounts - with Activity Only**

#### Fund 10

<table>
<thead>
<tr>
<th>Account</th>
<th>Adjusted Budget</th>
<th>YTD Expended</th>
<th>Current Expended</th>
<th>Current Encumbrances</th>
<th>Remaining Balance</th>
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<tbody>
<tr>
<td><strong>ALL</strong></td>
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<tr>
<td>100</td>
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<td></td>
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<tr>
<td>1000 Instruction</td>
<td>1,862,500.00</td>
<td>763,573.34</td>
<td>146,150.00</td>
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<tr>
<td>2000 Support Services</td>
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<td>931,751.07</td>
<td>187,759.87</td>
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<td>7,126.00</td>
<td>1,425.20</td>
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<td>5000 Other Expenditures And</td>
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<td>75,000.00</td>
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<td>27,997.06</td>
<td>0.00</td>
<td>295,661.47</td>
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<tr>
<td>10 Fund (E) Total</td>
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<td>518,254.96</td>
<td>55,446.43</td>
<td>5,375,782.41</td>
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</tbody>
</table>

**Note:** The above table outlines the expenditure accounts for Fund 10, detailing budgeted amounts, YTD expended, current expended, current encumbrances, and remaining balances.
### Pittsburgh-Mt Oliver IU 2

**Account Summary Report 2008-2009**

#### Expenditure Accounts - with Activity Only

<table>
<thead>
<tr>
<th></th>
<th>Adjusted Budget</th>
<th>YTD Expended</th>
<th>Current Expended</th>
<th>Current Encumbrances</th>
<th>Remaining Balance</th>
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</thead>
<tbody>
<tr>
<td><strong>All</strong></td>
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<td></td>
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</tr>
<tr>
<td>1000 Function (E) Total</td>
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<tr>
<td>23 Fund (E) Total</td>
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<td>437,619.85</td>
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<td>752,320.15</td>
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<td>24 Fund 24</td>
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<td>7,981,724.00</td>
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DAILY PAYMENTS

for

January 2009
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**Total for 111** $22,339.51
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### 901 Title 1 Subcontract Program Budget

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### 903 Title 1 Needy Institution Program

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### 908 Drug Free Schools Program

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### 914 Title 1 Delinquent Program

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### 917 Equitable Participation

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### 918 Title II Non Public Share Funds

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### 919 School Improvement Set-aside

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Total for Fund 10: $121,730.04
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<td>SCHOOL DISTRICT OF PITTSBURGH</td>
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Total for Fund 24 $893,808.40
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Total for Fund 25 $211,307.76
### Invoices Payables 2008-2009

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**Vendor #**: 000002 - 5082

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<td>Retirement W/H - Employee</td>
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**Total for Fund 72**: $27,969.82

**08-09 Report Total**: $1,523,265.67
PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

NO TRAVEL COSTS

for

January 2009
TRANSCRIPT OF PROCEEDINGS

PITTSBURGH BOARD OF PUBLIC EDUCATION
LEGISLATIVE MEETING
TUESDAY, FEBRUARY 24, 2009
7:40 P.M.
ADMINISTRATION BUILDING - BOARD ROOM

BEFORE:

HEATHER ARNET
MARK BRENTLEY
THERESA COLLAIZZI, BOARD PRESIDENT
JEAN FINK
SHERRY HAZUDA
WILLIAM ISLER, SECOND VICE PRESIDENT (phone)
FLOYD McCREA
THOMAS SUMPTER, FIRST VICE PRESIDENT
RANDALL TAYLOR

ALSO PRESENT:

MR. MARK ROOSEVELT
MR. PETER J. CAMARDA
DEBBIE RESNICK
CHRIS BERDNIK
DR. PAULETTE PONCELET

MR. IRA WEISS
DR. LINDA LANE
MR. LAWRENCE BERGIE
MR. FRANK CHESTER

REPORTED BY: DEBORAH L. ENDLER
PROFESSIONAL COURT REPORTER

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

ORIGINAL
MRS. COLAIZZI: Good evening, and welcome to the Pittsburgh Public School, February 24th, Legislative Meeting. If I may please ask everyone to stand to salute the flag.

(Salute to the flag.)

MRS. COLAIZZI: Thank you. And as we do every month prior to the Legislative Meeting, we honor our special awards and presentations.

If I could ask the Superintendent and the Board to join us and I'll hand this over to Ms. Kennedy.

(Presentations off the record.)

MRS. COLAIZZI: Can we please get Mr. Isler on the phone now? We need to get Mr. Isler on our line now. Thank you, ladies and gentlemen. We will be one more minute. Mr. Isler, you there?

MR. ISLER: Yes, ma'am.

MRS. COLAIZZI: How are you?

MR. ISLER: Good. You?

MRS. COLAIZZI: Good. We are sorry we had a little technical problem. That's why we started a little late.

Mr. Weiss, may we have a roll call, please?
MR. WEISS: Ms. Arnet?

MS. ARNET: Present.

MR. WEISS: Mr. Brentley?

MR. BRENTLEY: Here.

MR. WEISS: Mrs. Fink?

MRS. FINK: Here.

MR. WEISS: Ms. Hazuda?

MRS. HAZUDA: Here.

MR. WEISS: Mr. Isler?

MR. ISLER: Present.

MR. WEISS: Mr. McCrea?

MR. McCREA: Here.

MR. WEISS: Mr. Sumpter?

MR. SUMPTER: Present.

MR. WEISS: Mr. Taylor?

MR. TAYLOR: Here.

MR. WEISS: Mrs. Colaizzi.

MRS. COLAIZZI: Here.

MR. WEISS: All members present.

MRS. COLAIZZI: Thank you. May I have approval of the minutes, please?

MRS. FINK: So moved.

MR. TAYLOR: Second.

MRS. COLAIZZI: We have a motion and a second on the floor. Thank you.
I need to read the announcement of the Executive Session. In addition to the executive sessions announced at the Legislative Meeting of January 21st, 2009 the Board met in Executive Session on February 16th and immediately before this Legislative Meeting to discuss various personnel matters that may include but are not limited to positions opened and closed and disciplinary matters.

Finally, at the Executive Session immediately before this Legislative Meeting, the Board discussed student discipline cases that involve violations of various portions of the Code of Student Conduct. The Board does not vote in Executive Session.

If I may, I'd like to move on to the Committee of Education.

Before I move completely forward to that, I'd like everybody to turn to the last page, if I could, page 29. And I'd like to give you the disciplinary numbers, please. There was 79 students suspended for 4 to 10 days. Zero students suspended for 4 to 10 days and transferred to another Pittsburgh Public School. Five students expelled out of school for 11 days or more. And zero students expelled out of school for 11 days or more and transferred to
another Pittsburgh Public School.

We are now in the Committee of Education.

If I may just take one moment here and explain that at Agenda Review I did make a comment that that meeting is for the Board to, that receives a packet of agenda items that we then must vote on. They have a few days to look at it, ask questions at that meeting.

This meeting is now the response to that meeting. Those questions have been answered, have been addressed. We now are prepared to vote on them.

Ms. Arnet, do you have any comments or questions that were not addressed at Agenda Review?

MS. ARNET: I just have a comments as follow-up to some questions I raised at Agenda Review, and I just wanted to thank the staff for following up with me with information. Particularly, for my fellow Board Members, they were questions which I asked about the curriculum for women's history month as well and planned activities as well as as we were approving this exciting new women's study pilot program, one just wondering how women's history is spread throughout the rest of our current history curriculum, and I want to thank the staff. They very quickly got me wonderful information which I hope was shared with all the Board.
If not, I'm happy to share that information with them. But it was very informative, and I want to thank the staff for providing that information in such an efficient manner and for doing such an excellent job. So those materials absolutely answered my questions. Thank you very much.

MRS. COLAIZZI: Thank you, Ms. Arnet.

Mr. Brentley, do you have any questions or comments?

MR. BRENTLEY: Yes, I want to first make some comments concerning page 29, number 57. I will be voting no on the student suspensions, transfers, expulsions in this category. I believe we will be making a decision on a case that was highly publicized of a young man.

And let me ask is that included in these numbers here, Mark? The case of a young student that was in the media? I'm not sure.

MR. ROOSEVELT: I don't believe there is anything contained in this report pertaining to that young man, no.

MR. BRENTLEY: There is nothing, Mr. Weiss? Because those --

MR. WEISS: Well, I mean I would believe it is. I don't know, frankly.

MR. ROOSEVELT: It is? But what we
Student discipline cases are confidential under federal law.

MR. BRENTLEY: Okay. Well, I'll just say for the record I will not be supporting number 57 because of the recommended resolution discussed in the personnel meeting -- the number would be included, I'm sorry, but the proposed resolution would not be included.

MR. WEISS: The number is.

MR. BRENTLEY: And legally, Mr. Weiss, that resolution is public information or at what point and how will that be --

MR. WEISS: It is not public information.

Student discipline cases are confidential under federal law.

MR. BRENTLEY: Okay. Well, I'll just say for the record I will not be supporting number 57 because of the recommended resolution for that particular case that was highly publicized. And what we have to do as Board Members is that we have to keep in mind regardless of how local media may sensationalize something, it is our job to take it case by case and look into it and make the best decision for a child. So I will be voting no for that one.

I have some questions on, I don't know the number here, but this is the comprehensive sex ed program.

MRS. COLAIuzzi: Could you give us the page, sir?
MR. BRENTLEY: There is no page. It says 1 of 3. There is no number. But it's towards the end of the committee. 44, okay, my page has no numbers, but if it's 44,

I just want to ask this here that we have before us, this two page, two page document, this is or this is not the actual policy?

MRS. ARNET: That is the actual policy.

MR. BRENTLEY: I'm sorry, I didn't hear you.

DR. LANE: Yes, Mr. Brentley, this is the policy.

MR. BRENTLEY: Okay. Now, there are obviously some details that are not included in here in terms of how key issues will be discussed, how it will the shared in the District with students, how you plan on adding that in?

DR. LANE: If the Board approves the policy, the next step that position will be taken is writing a curriculum to support the policy. And those decisions would be made based on certainly grade appropriate information and the other guidelines of the comprehensive policy.

So the curriculum itself would be more, if you are looking for greater detail, the curriculum
itself would be where that detail would be imbedded.

MR. BRENTLEY: Okay. And that would require, the final document would require a vote?

DR. LANE: No, the curriculum itself would not require a vote. But we would certainly want to bring that forward to the Board so that you would see it.

MR. BRENTLEY: Okay, well, thank you, Doctor, for sharing. That's where I had my concerns. I believe that when it comes before us as a Board when voting, we should be able to see exactly what we are voting on, how things would be spelled out, what will be covered and who will be sharing this highly, highly sensitive information.

Secondly, I raised some concerns before, and I'll raise them again, that I think that this is something you just can't throw together in 2, 3 weeks. I think what we should have had is a series of community meetings, reaching out to those in the clergy, reaching out to those different communities and asking for them to help us with this policy.

I don't feel comfortable with it. I won't be supporting it. And I have to admit that I am totally, totally disappointed that this administration did not handle this in a sensitive fashion.
And I've already realized that the political pressure is on, and yes, thanks to a couple of my colleagues here, I received the calls. And normally get them, you know, to kind of wear you down and nail you down, but the fact of the matter still remains this is a sensitive issues when we are talking about alternative lifestyles, when we are mentioning in there about abortions, when we are talking about lesbian community or the homosexual community. Yes, there has to be some discussion. But I don't think this administration has all the answers. When you reach out to everyone and work on the language where everyone can agree on, then possibly we can do it in a sensitive way where we don't step on anybody's toes. So I won't be supporting it. 

And once again, I want to express my disappointment in the administration for its quickness in throwing it together and putting it before us.

MRS. COLAIZZI: Thank you. Mrs. Fink?

MRS. FINK: I'm good, thank you.

MRS. COLAIZZI: Ms. Hazuda?

MS. HAZUDA: Fine.

MRS. COLAIZZI: Mr. McCrea?

MR. McCREA: Just a quick note on the same
item, number 44. I promised some young ladies at
Oliver High School that I would suggest something for
the curriculum, and I'll get back to you and let you
know what they want to see in the curriculum. No,
it's a program where they carry a baby around for a
week, and it's a good idea. And overwhelmingly, I've
had more people supporting this than I have not
supporting it. Thank you.

MRS. COLAIIZZI: Thank you. Mr. Isler, I
didn't mean to skip you. Do you have any comments?

MR. ISLER: Yes, Mrs. Colaizzi, I would
like to commend the staff and thank the staff for the
comprehensive sexual education curriculum policy that
is put in here, and in reviewing some of the documents
in the Board office, I'm very satisfied with the work
they're doing and again I say thank you to them.

MRS. COLAIIZZI: Thank you, sir.

Mr. Taylor?

MR. TAYLOR: Yeah, also want to comment on
that item, the comprehensive sex education proposal.
I share and I've talked about it publicly and I've
shared some of the concerns that Mr. Brentley has
raised about the lack of involvement with the
community.

It is certainly almost standard operating
procedure for the School Board of either not wanting to engage in public or not knowing the times when you should engage with the public. I think it's a bit of both.

I intend to support this policy this night even though I'm greatly disturbed at the process in which this is being brought to the Board. I think it's more of that same example if we have X amount of votes here, the public can catch up, you know, with us.

And I still have concerns or questions about exactly how comprehensive this is going to be. I think those questions have not been answered, and I think every person that supports this, they have their own ideas about what's exactly going to take place and when it's going to take place, and I don't think it should be.

I think we, as leaders in this City, should have engaged the public in exactly why we felt this is important and exactly why we feel that it should be done in a certain manner.

And I can say right now all we have on the table there is a curriculum. I guess there is going to be some books purchased. But after that, we have no idea of what this policy will entail.
I choose to support it tonight because I think it's very important that we have a very comprehensive programming in this City. And there is many options for our students, that our parents give them, but also there is many options that we can give our students around, again, around information, around education, and around services that they may need.

And I have a difficult time even for one day of maybe preventing something that I think may help, particularly, particularly I want to cast this vote in the name of our young girls out there who I think are desperate for correct information, not the kind of information that's being fed to them by their local record store or whether these videos they are seeing particularly about other young men that they may be around. So I think our young girls particularly are desperate for this.

But again, I'm disappointed that we didn't take an opportunity to be leaders around something I think is so necessary and is long overdue for our Pittsburgh Public School students.

Also wanted to ask about item number 50 on page 24 of 29. Again, my concern continues to be very strong and it grows. Very, very concerned about the vote that this Board is about to cast this evening.
As I've said publicly, and I hope no one decides to try to quiet me as I said publicly any way, my concerns is that this looks like almost a textbook example of racial discrimination by the Pittsburgh Board of Education.

As I said, Community Service Leadership Development Charter School was worked on and greatly, greatly partnered with the Imagine Schools which was a company that operates many charter schools across the nation. They partnered with community people in the Regent Square community last year, and this Board approved a charter between Regent Square community and Imagine Schools.

The Imagine School originally charter was turned down, they came back and they made adjustments that were to the satisfaction of the School Board, and School Board voted for them.

Now, again, a group comes forward less than a year later working with the same Imagine Schools to develop curriculum and programming, and the School Board is I believe tonight is going to vote that charter down.

And the only difference that I can see, because it's the same people writing curriculum and writing programming and writing this application, the
only difference that I can see, that I share concern about, is that the greater part of people, the leadership the people brought this together are African Americans.

Now, I don't want to ask to look to the left or to the right, or to the left of some, to our Board Members who are color blind, because you all know. But as you can see, Sister Jamella Martin and others there happen to be African Americans. And some of the other people are sitting in the front row there who are supporting this school.

So to those members who said I didn't know, so none of those members who were at the public hearing and didn't happen to notice that out of the 20 speakers that spoke on behalf of this charter school, that I believe all of them were African American, because we did have some Board Members say they didn't see that, they didn't know that. And we have some Board Members who said they are color blind.

So I would just like for some people to recognize that they are obviously African American citizens of our City, and they have been in the leadership as far as developing this charter.

They partnered with the Imagine Schools. We voted one with Imagine Schools last year, 8 months
later we are now proposing to vote for that.

I want to make a motion that we postpone this vote, so the Board is very clear about what it's doing, that we talk with our legal folks about any exposure that the Board may have. And also that we make sure we make it very clear to the African American community, as I said, who represent two-thirds of the students of this District, yet our School Board governance is two-thirds non-African American that we make sure that the African American community clearly understands why the Board is making this decision it's making this evening.

I make a motion that we table item number 50 of the education report.

MRS. COLAIIZZI: There is a motion on the floor.

MR. BRETLEY: Second.

MRS. COLAIIZZI: There is a motion. There is a second. Mr. Weiss, may we have a roll call on the motion? Discussion on the motion?

MR. WEISS: There is no discussion on a motion to table.

MRS. COLAIIZZI: I knew I was right.

MR. WEISS: I would only point out for the Board that my belief is that this must be voted upon
this month. Under the charter school law there is a time period in which the Board must act on an application. Failure to act, which would arise if there is a table, would be a deemed approval. So while there is no discussion, I want the Board to be aware of that. I'll call the roll on the motion to table.

MR. WEISS: Ms. Arnet?
MS. ARNET: No.
MR. WEISS: Mr. Brentley?
MR. BRENTLEY: Yes.
MR. WEISS: Mrs. Fink?
MRS. FINK: No.
MR. WEISS: Ms. Hazuda?
MRS. HAZUDA: No.
MR. WEISS: Mr. Isler?
MR. ISLER: No.
MR. WEISS: Mr. McCrea?
MR. McCREA: No.
MR. WEISS: Mr. Sumpter?
MR. SUMPTER: Yes.
MR. WEISS: Mr. Taylor?
MR. TAYLOR: Yes.
MR. WEISS: Mrs. Colaizzi?
MRS. COLAIIZZI: No.
MR. WEISS: The motion to table failed, so it's still part of the report.

MRS. COLAIZZI: Mr. Taylor, you still have the floor if you have anything else you would like to make a comment about?

MR. TAYLOR: No further comments.

MRS. COLAIZZI: Thank you. Mr. Sumpter?

MR. SUMPTER: Thank you, Mrs. Colaizzi.

First, I'd like to draw attention to item number 4 and that's for the Board to accept a grant from Pennsylvania Department of Education in the amount of X number of dollars. The following Title I schools made AYP for at least two consecutive years.

And in that I'd like to congratulate those schools which are Pittsburgh Allegheny K-5, Banksville PreK-5, Dilworth PreK-5, Frick 6-9, Fulton PreK-5, Greenfield K-8, Liberty K-5, Linden K-5, Phillips K-5, Rogers CAPA 6-8, Roosevelt PreK-5, Spring Hill K-5, Sterrett 6-8 and Whittier K-5. Pittsburgh goes in front of all those school names, but congratulations on making AYP for two consecutive years and being rewarded for that.

Also like to bring attention to item number 5 which is very similar, and these are schools that are in the process of school improvement and were
awarded, will be awarded a grant from the Pennsylvania Department of Education in the amount of and it's millions of dollars and this goes out to Pittsburgh, and that will go for all the schools, Allegheny 6-8, Arsenal PreK-5, Arsenal 6-8, Brashear, Carrick, Faison PreK-8, Fort Pitt PreK-5, King K-8, Langley, Lincoln K-8, Miller PreK-8, Murray PreK-8, Oliver, Peabody, Perry, Rooney 6-8, Schaeffer K-8, S\chenley, Schiller 6-8, South Hills 6-8, Stevens K-8, Sunnyside K-8, Weil PreK-8 and Westinghouse.

All of those schools are to be commended for at least being in school improvement and on their way to improving the academic outcomes for students in those schools. Congratulations to those schools, also.

On number -- just a general comment that we refer to closing achievement gaps. I think we may do ourselves somewhat of a disservice in that if you are only trying to level out academic achievement by comparing one group to another and then elevating that one to the level of the other that we just concentrate on raising the achievement of students or increasing achievement without the comparative references.

Because to, the max that you can get within the Pittsburgh Public School District might not be
comparable nationwide or worldwide, so it's just not level, let's raise the achievement of all students.

On item number 12 this is talking about the proposed curriculum. These are accepting funds to support the integration of Pittsburgh Public Schools career and technical education programs curricula and the PA Pennsylvania vocational education standards.

Hopefully this activity will coincide with any decisions that this Board makes regarding any configurations that we will be looking at regarding career and technical education, so that one is not in isolation or a vacuum of the other. So that if we do come up with new configurations, that all of this will be incorporated in that effort.

I guess the other question overall is, it doesn't have to be answered right now, but do we have a lot of curriculum to write or is that a big effort that we are going to be engaged in, or are we near the end of that process or how do we stand? But that can be answered at a different time. We don't have to take the time right now to answer that.

Moving ahead to item number 14. And that's where we are going to accept the grant from the Fund for Excellence to support the cost of consultants and training from the Consortium on Racial Equity in K-12
education, a partnership between Pacific Educational Group, Incorporated and West Wind Education Policy. And it talks about the consultants will work with the team of stakeholders to establish new knowledge, attitudes and beliefs about the role race plays in schools and school systems, district processes and procedures that have been adjusted through the lens of equity, identification of policies and procedures which may inadvertently contribute to the disparity, a sustainability plan that merges this work with existing school reform efforts in Pittsburgh.

My comment here, and it's coupled with item number 18, which is the companion piece of this, is that it says there is going to be a conversation about race. But if the conversation about racism is not included in that, then we only lose an understanding or be spinning our wheels in trying to address an issue of grave importance, which is an issue of injustice that plagues everyone within the known universe.

You have to understand that racism is a system. It is a system that operates simultaneously local, globally throughout a lot of different places. But the thing is that if you don't
understand that it's a system, if you don't understand
that it operates in nine areas of people activity, if
you don't understand how it works, how it operates, if
you don't understand that it's about how people
perceive things, how people think, how people form
logic, how people react to certain symbols, how people
do things in general collectively, of those persons
who classify themselves in a similar grouping, the
ones who are exerting dominance and control throughout
the world and the universe, knowing that one-tenth of
the world's population perhaps could be putting the
system on nine-tenths of the world's population -- and
please understand, when I say things, I'm not talking
about all people within that grouping.

Certain people carry out the system of
white supremacy. Not all white people are racists.
Not all white supremacists -- well, the issue about
white supremacists, that's another issue, but they are
the ones that basically are supporting this system.

This system operates either consciously or
subconsciously. It's through the language, through
nine areas of people activity, economics, education,
entertainment, labor, law, politics, religion, sex and
war. And that's why we are dealing with it here,
because education is one of those people activities
where it's carried out.

You only have to go to statistics, data, information, to understand that it is in effect.

So we can talk about multiculturalism. We can talk about equality and equity, and we can talk about all the different words that sound good, but if we don't get at the heart of the matter of this unjust system and how it operates and how to diffuse it and how to eliminate, we won't be getting much further in addressing perhaps what everybody has said is the paramount civil right issue of this nation, is the difference in disparity in education between African Americans and people of color and non-African Americans.

So I would hope that we, the Board, would get the opportunity, if possible, to know for some reasonable understanding that this group coming in or these people that are going to have this important conversation within our District fully understand the parameters that they are dealing with, fully understand the system of racism and fully understand it to the point where that dialogue will be beneficial to those that are involved.

And as a suggestion, I would look up a resource, it's called the Isis Papers by Dr. Frances
Cress Welsing, which are a series of papers that were written from about the late 1970s to the early 1990s. It's a series of papers done on different topics, but with that same central theme as to what racism is and how it operates to get a better understanding of what I'm talking about and a better understanding of why such a system exists and in some instances the results of that system.

So I have said it at Agenda Review, I'm going to say it again, if you are going to do something like this, let's get it right.

Moving on, item number 15, just comment of this is a great work to introduce a new civics class within our 9th grade. That's something that people have been asking for and looking for.

Again, on items number 44, that's talking about the comprehensive sex education, item number 45. Again, we are at a point in time where let's get it right. Let's involve those who need to be involved.

We are at the point where the curriculum has not been written. We have the opportunity to make sure those concerns of individuals are addressed and considered in that. So again let's get it right.

Item number 46, that's the one talking about the adoption of the parent and family
involvement policy. We have had presentations from Dr. Jerome Taylor who is the author of Pennsylvania CAN. And to the extent that we can incorporate elements of his model into this parent and family involvement policy or how we carry out these activities, it would be recommended.

And the general comment I want to have regarding the applications for charter schools is that the onus is on the applicant and on the person submitting the application to come in with credible applications.

MRS. COLAIIZZI: Thank you, Mr. Sumpter. I only want to make one comment on the health curriculum. I know that our staff worked very closely with families and community members along with at least one Board Member that was very active.

It was very enlightening for the public hearing where we had students that came forward and felt comfortable speaking about things that they felt they were not educated on, which I think that we are responsible for responding to that.

I want to make it clear to the public that the curriculum has not been written yet, and that's something they will be working on. And I'm sure that if any Board Member has anything that they would like
to put into that, that our staff would be more than
happy to hear it.

I do congratulate the staff and the
committee, as well as you, Ms. Arnet, for being very
active in this. I support it wholeheartedly, and it's
something that it's about time we have done for our
students. It's not just about sex education. It's
about also understanding relationships at even a young
age, and I'm very glad to hear that that's what we are
going to do.

So if there is no more questions or
comments on this section, Mr. Weiss, may we have a
roll call on the Committee on Education?

MR. WEISS: Ms. Arnet?

MS. ARNET: Yes on the packet as a whole.

No on No. 49.

MR. WEISS: Mr. Brentley?

MR. BRENTLEY: I'll be abstaining on number
50. And I'll be voting a double no on the sex ed
program that leaves the entire community out. And I
will also be voting no on the rest of the packet as
well.

MR. WEISS: So no on all items and abstain
on 50, is that right?

MR. BRENTLEY: That's right.
MR. WEISS: Mrs. Fink?
MRS. FINK: Yes.
MR. WEISS: Ms. Hazuda?
MS. HAZUDA: Yes.
MR. WEISS: Mr. Isler?
MR. ISLER: Yes.
MR. WEISS: Mr. McCrea?
MR. McCREA: Yes.
MR. WEISS: Mr. Sumpter?
MR. SUMPTER: Yes.
MR. WEISS: Mr. Taylor?
MR. TAYLOR: Yes report on the whole. No on item No. 50 the Community Service Leadership Development Charter School.
MR. WEISS: Mrs. Colaizzi?
MRS. COLAIZZI: Yes.
MR. WEISS: Report is approved.
MRS. COLAIZZI: Thank you. We will move on now to the Committee of Business submitted by Mr. McCrea.
Ms. Arnet, do you have any questions on the business section of the report? Ms. Arnet, do you have any questions on the business section of this report?
MRS. ARNET: I don't.
MRS. COLAIZZI: Mr. Brentley?

MR. BRENTLEY: Yes, I have a question on page 2(B)(1) and this is the resolution for the Board enter into a contract with Astorino Construction Company. I just wanted to know what was the process used to award this contract?

MRS. COLAIZZI: Mr. Brentley, I'm going to clear this for her and then reset your mike. Restart your mike. Thank you.

MR. BRENTLEY: I guess the question is to Mr. Berdnik. What was the process used for awarding this contract?

MR. BERDNIK: The facilities division issued a competitive request for proposals. The received proposals were graded on a variety of criteria and the recommendation in front of you is based upon the professional recommendation of the team that reviewed the proposals.

MR. BRENTLEY: In other words, this was a no bid contract?

MR. BERDNIK: No, sir, this was a competitive request for proposals process. It was not a sealed bid. It's a professional service contract. It was not a sealed bid, it was an RFP.

MR. BRENTLEY: And so that means the staff
pretty much has their decision on picking who applies
for that particular position, for that contract?

MR. BERDNIK: I'm not sure exactly certain
that's exactly how I would describe it. Multiple
proposals were received and graded. On an RFP for
professional services is not the lowest bid. It is
the best value for the District that moves forward.

MR. BRENTELEY: And the staff makes that
final decision?

MR. BERDNIK: It is the staff
recommendation, yes, sir.

MR. BRENTLEY: Okay. Have we had an
evaluation on this company? And have they provided
work and service for us in the past?

MR. BERDNIK: I believe that Astorino has
provided architectural services to the District. I'm
not aware that they have provided construction
management services to the District.

MR. BRENTLEY: So this will be the first
for them?

MR. BERDNIK: In this particular capacity,
I believe yes.

MR. BRENTLEY: My concern, Mr. Berdnik, is
that, and the reason why I asked about the evaluations
is that this company was also involved with providing
crucial information to this Board concerning the closing of Schenley High School. We now know that some of those things are in question. And depending on who you talk to, there are some big questions in terms of what was shared with us in Executive Session, for some of this Board to take the position that they were to take in closing it. And now that we know that that information was misleading.

So my question was --

MRS. COLAIIZZI: Mr. Brentley, I'm afraid I have to interrupt you, because I don't want you to mislead anybody. I don't know where you got it that information was now incorrect. So stay -- I understand what your questioning is as far as that contract is concerned, and you are more than clear to ask it, but as far as saying that we were given information that's now we know is incorrect is not true.

So if you have facts, then state them. By all means I need to know. But --

MR. BRENTLEY: This is what I would appreciate, Ms. Colaizzi. If you call on me to speak, it is my understanding that I have the opportunity to speak.

MRS. COLAIIZZI: Mr. Brentley, I'm giving
you the opportunity to speak. I'm just asking you to
tell me if you know something I don't know.

MR. BRENTLEY: But you can't control what I
say. You have to allow me to say --

MRS. COLAIIZZI: Fine, Mr. Brentley, then
I'll take my turn, sir.

MR. BRENTLEY: Thank you very much.

Mr. Berdnik, so that's why I was raising the questions
about evaluations and how can a company -- normally we
would put some kind of evaluation so we can have
something to go on, so when another contract comes up
there is something to provide. Did your staff provide
an evaluation from the first work that they provided
to this District? And if so, is that evaluation
available?

MR. BERDNIK: What I would answer,
Mr. Brentley, is that I've not seen a written
evaluation myself of the architectural work that
Astorino has done. I will tell you part of the
evaluation process on the request for proposals is a
reference check of similar construction management
services that the firm has provided for other school
districts or like kind entities.

I did ask a similar question myself of our
experience with Astorino, and it was affirmative that
our staff was satisfied with the work that they had
done.

MR. BRENTLEY: Well, I will not be
supporting it. And it clearly too me, it's a little
misleading. It is unfortunate and as chair of the
women and business minority committee, this is why
minorities can't get work. This is why women can't
get work in the District. Because some have the
direct in to the work, and so it makes it very, very
difficult.

As a District, it is not only our job but
it's our duty to make sure that those dollars and
opportunities are equally available to all. And
around this table for the last 2 and a half years,
that you can probably count them on two hands there is
7 to 8 contractors who gets the lion share of all the
work.

The one particular one is in this book
again today. And we had questions about him last
year. Out of nowhere you get a $600,000 contract. By
the end of the contract he was able to run it up to 2,
3, 4 million dollars.

And next thing we know he was back in line
to get more. It's wrong. I will not be supporting
it.
And I'm asking you, Mr. Berdnik, that we find a way to even the playing field, number one. And what would be helpful to me is when we have a company like this that gets it, come on, let's be honest, this is a great job, it's half a million dollars for construction consultant working, monitoring the job. It's a cake job. And we have to find a way to make sure that these opportunities are available to all.

Secondly, that we provide evaluations, and whatever they have put together, has any of their work been questioned or challenged, has any of their reports submitted to boards have been later found to be things that weren't so clear on them, we need to know that before we have something before us and we have to vote. I will not be supporting it.

MRS. COLAIazzi: Thank you. Mrs. Fink?

MRS. FINK: Again, on item B, my understanding of Astorino and their reputation is that this firm is an excellent firm that has done extremely good work with other people. And with this particular project, between the scope of the work and the site constraints, and it's a difficult site, this is going to be anything but a cake job.

It's going to require a very vigilant and
serious group of people overseeing and coordinating all of the various things that have to happen in this construction. This construction is long overdue, and I am so glad to see these things on the agenda tonight that are going to move that forward and turn a pretty little school into a first class educational institution for many, many years in the future.

MRS. COLAIZZI: Thank you, Mrs. Fink.

Ms. Hazuda?

MS. HAZUDA: No, all my questions were answered at Agenda Review.

MRS. COLAIZZI: Thank you. Mr. Isler?

MR. ISLER: No, Mrs. Colaizzi, all mine were answered, and I'm going to have to get off the phone at this point.

MRS. COLAIZZI: Thank you for joining us, Mr. Isler. Mr. McCrea?

MR. McCREA: I think I'll just let the scars on my tongue heal.

MRS. COLAIZZI: Mr. Taylor?

MR. TAYLOR: Item (C)(10) and item (C)(11) where we are approving a letter of intent from Pittsburgh Gateways requesting a 90 day, basically requesting that we take the Connelley School building off the market for 90 days, and also for another
company where basically we take Washington polytechnic
School off. We pull our for sale signs down there for
90 days.

Again, as I stated earlier at Agenda
Review, I think it's a mistake for the Board to extend
these two courtesies without a set criteria about
which companies and which entities are extended this
courtesy, which the Board shows enough support
in their projects, and these again for profit and
nonprofit, that the Board, particularly in the for
profit one, sends a strong enough signal to whomever
this investment company is working with, that we
believe so much in you that we are pulling these
buildings off of the market for 90 days so that you
can go work out a deal.

I think that that is unfair competitive
advantage that the Board is extending to this
particular company.

And again, I think it's just -- I mean it's
just simply makes no sense to be offering, when the
message is bad anyway about pulling buildings we are
trying to sell off the market, I think that message is
a terrible message that we are sending to taxpayers.

And then secondly, to be extending this
kind of support and this kind of tacit endorsement of
programs that we really don't know a lot about, and
for private companies that we don't know anything
about, it's just -- I mean just more of this Board at
work, you know, basically doing whatever either doing
whatever pops in their head or most importantly voting
for whatever is in front of them without questioning
very much the ramifications of some of these things
that are in front of us. Thank you.

MRS. COLAIZZI: Thank you. Mr. Sumpter?
MR. SUMPTER: No comment.
MRS. COLAIZZI: Thank you. I would like to
just make two comments. One is actually I would like
to ask Mr. Berdnik a question.
Could you please explain what the process
of an RFP is, please?
MR. BERDNIK: The typical process,
Mrs. Colaizzi, is an RFP is developed in the printed
request for proposals. It will establish what the
scope of work the District is looking for and the form
in which one should forming reply.
Advertisements are placed in the newspaper.
But there are some proposals are in front of you to
vote on this evening. They were publicly advertised
in the newspaper. Somewhat cross-functional team is
put together to review those, so it's never really one
person or even two people or even three people just
looking at the proposals.

They are graded on a set of criteria that
measures cost, quality, experience, ability to meet
the District's need. That recommendation is brought
forward to Superintendent's Agenda Review and
eventually makes its way to the Board. Request for
proposals may not be a sealed bid, but it is a
competitive process.

MRS. COLAIZZI: That was really what my
question was. It is actually a competitive process,
so therefore the public would have the opportunity to
engage in this process as long as they are keeping
their eye open for whatever it is that we could be
advertising for, whether it be for engineering or for
architects or that sort of thing. And we do generally
advertise in areas of their expertise, am I not
correct? Along with the local media?

MR. BERDNIK: And in addition, I forgot to
add, right on the District's home page, on the
left-hand side there is a link to bids. So whether
it's a sealed bid or competitive request for proposal,
you see links for purchasing, requests for proposal
and facilities items that are available to bid on.

MRS. COLAIZZI: I simply brought that to
everyone's attention, because I wanted to make it clear that, and not that I'm picking any specific company, but when we do say RFP, they go through this process and it's not just a company that's chosen because of some staff member wanting it to be that way. There is an actual process and everyone does have a chance to participate in it one way or another.

The only other comment I'd like to make is that I really would encourage my colleagues to when they are going to make comments, and they can make whatever comments they want, that's their choice, it's called, freedom of speech. But you know, you must be careful to be honest and truthful with what you say, because someone can counter it and can only cause nothing but dispute, which is not necessary.

The truth is the truth. There is nothing to hide from it or worry about it.

But as far as (C)(10) or (11), I forget which it was, Mr. Taylor, that you brought up, which was the 90 day period that we were asked to hold off on selling a building. And I believe you were at that meeting where that presentation was done.

The building was not actively for sale any way, so I don't think that this is going to hurt us
one way or another. It may -- what, I have the floor.

What I mean is nobody -- fine. Mr. Taylor --

MR. TAYLOR: The building is for sale --

MRS. COLAIIZZI: Mr. Taylor, I'm going to be there and I will correct what I say then. So can everybody do that? Thank you. Okay. Allow me to correct myself. Okay?

Nobody put a bid in for Connelley in any last couple of months. So three months is not going to make us or break us is what I was going to say.

More importantly, this may end up benefiting us one way or another. And then again, it may do nothing. We don't know.

But it's a chance that maybe 90 days wouldn't hurt us one way or the other. That is the only thing that I was trying to express.

There was no trying to mislead the public.

I just wanted to make clear that it wasn't something that, you know, it was up for sale and sold and we were taking it off the market for some reason. So I didn't want anyone to be led to that. Thank you.

Mr. Weiss, may we have a roll call on this -- oh, I'm sorry.

MR. TAYLOR: I think it's important to make it very clear, you know, just thinking of this Board,
again, Connelley and the Washington Polytech are for
sale. They will not be for sale in a few moments when
the Board casts a vote to take them off the market.

So their thinking is that since it hasn't
sold in the last few years, that it's impossible for
anybody to be interested in the next 30 days. So if
there was a buyer who was interested and said I want
to purchase this in the next 30 days, the Board has
just effectively made that impossible for no reason.

You could have let them go and do whatever
work and whatever things they want to research without
us taking it off the market. It would have just been
more challenging to them.

So Ms. Colaizzi, that's strange, but the
question I do have to ask you is that, to this
particular private company, if I'm a private owner of
XYZ Company, how do I get you to take a certain
building off the market for 90 days?

What is the criteria the Administration
uses, 'cause we know a month or so ago that somebody
came and made that same proposal to us. They were
turned down.

And so a month later this company comes and
makes this proposal. Can someone at least for people
in the public, or for business people who may be
interested in purchasing a building, what does it take
to come to the Board, not offer a dime, and say to the
Board I want you to take this building off the market
for 90 days, 100 days, you know, 180.

I'm just saying what does it take, what is
the criteria. What keep in mind when you state the
criteria, there is no policy that the Board has
passed. It's something that somebody made up. So I'm
just asking what is the criteria for getting, for
having this extended to this company while it was
denied to another individual a couple months ago?

MRS. COLAIZZI: Mr. Taylor you have a very
fair question, but I'm going to hand it over to
Mr. Berdnik that's been trying to answer it.

MR. BERDNIK: Mr. Taylor, I appreciate the
opportunity to -- it's a great question. And the
Urban Redevelopment Authority, we are pleased, we have
established a link from the District's home page that
takes you right o the buildings for sale page at the
Urban Redevelopment Authority where basic information
on all of our buildings and the process by which a
developer would submit a proposal for any of the for
sale buildings is available.

We have buildings in different stages I
guess I would say. We have one building, Morningside,
multiple proposals have been received, they are being evaluated. We hope to have a recommendation by April.

Let's take (C)(11) for instance. I need to tell you that on Washington Polytechnic, there is one company and one company only at this point in time that has expressed an interest in this building. It is a respectable financial offer on the table.

URA, in terms of -- the state law that was changed that allows a more directed sale, allows for more thoughtful development process whereby folks have to submit their financial credentials, their plan, and hold a series of community meetings.

On Washington, for instance, there have already been community meetings on the proposed development, it's a hotel proposal. The offer on the table is $200,000. The community group had offered, had asked for some period of time for additional due diligence. The recommendation from the Urban Redevelopment Authority who was hired by the Board to be of assistance to the District in selling this building, the URA recommended a due diligence period to make sure the project is viable and that the building will be used.

I need to tell you nobody else has expressed any interest in this building. This is a
decent offer for that property, as is, where is and
the 90 day -- we don't think there would be much
action in 90 days.

On (C)(10), much like Washington, at this
point in time this is the only action on that
particular building. Given where the real estate
market is for that size of property, we've been asked
by the Urban Redevelopment Authority to strongly
consider a due diligence period.

Because the Board has a vested interest,
we've heard you loud and clear on wanting to move
these properties, and heaven knows I want to sell
these properties before I retire, we have asked for a
short due diligence period of only 90 degrees. So we
either have a firm proposal that can be developed and
can move forward or back on the market we go. And
then we can look to other options, do we do an auction
or so forth.

But without shame, both of these have been
publicly -- the website to advertise to see all these
has been on our website, even independent of the URA
for a couple of years.

MRS. COLAIZZI: Just so I remind everybody,
the President is on television at 9:00 and he will be
speaking on education this evening, so I don't know
how much longer you guys would like to continue this and miss that.

MR. TAYLOR: It appears it was said that the URA policy for extending the 90 day due diligence period is only if there is only one person interested in the building. 'Cause if there is two or three entities interested, then how do you make a determine which one gets that competitive advantage?

MR. BERDNIK: That's a great question. And let me use the example of Morningside. A team was convened that included community development folks from Morningside, representative from Senator Ferlo's office, a couple of District staff persons, a member from City Planning, and some folks from the Urban Redevelopment Authority were reviewing the two proposals. Morningside, very different developments, both of the developments in for interviews, probably take them both back out to the public to have one more meeting in Morningside before we come back to this Board with a recommendation around which development is most likely to be successful in the long term and generate tax dollars for our District.

MRS. COLAIIZZI: Thank you. Mr. Sumpter, did you have comment?

MR. BRENTLEY: Mr. Berdnik, just one quick
question on (C)(10). When we first started talking
about selling the buildings, I had made a
recommendation and I thought it was part of a
resolution or part of a policy or an agreement that
when and if these buildings were sold, that before the
final arrangements were made that there was a, a
meeting would be scheduled with the proposed developer
and his or her proposed use with the community.

Now, the Connelley building, they have a
packet, they are running, they are identifying
dollars. They have yet to meet with the Hill District
community. Is it necessary that I to add some
language here tonight for (C)(10) that would make it
mandatory that before they take another step, that
they meet with the Hill District Community Development
Corporation and reach out to those communities and
provide 2 or 3 tables, 2 or 3 chairs at that
conference table with them as they move forward? Or
is that something you're confident that you can
communicate to them that it will be done?

Because right now the community knows zero
about it, it's in their community, and there is some
development going on there, they can benefit from it,
maybe some additional space. There is a lot that can
happen in terms of a cooperative.
Would you guarantee me that you can do that
or do we need something to add to this item?

MR. BERDNIK: I can absolutely promise you
in each of the sales of our buildings, we are -- we
would not -- it's a 90 day period in front of you.
It's not a sale. We wouldn't bring a sale in front of
you in this fashion without a community process where
folks have an opportunity to hear.

There was a meeting at Connelley on Friday.
I don't think it was very well advertised, but there
was a meeting. And it was more different officials
looking at the proposal.

We would absolutely enforce -- I hear the
Board loud and clear on that issue. Just like we
did -- Morningside is moving. We will be bringing
recommendation. Just like we are for Morningside,
when we move any of the other buildings, we will
enforce the community process.

MR. BRENTLEY: Well, if you would send me a
copy of your communications that you will have with
them in recommending that they meet with the
community. And secondly, any meeting, whether
extending an invitation to the communities got to be
held in the community. You have the Hill House, you
have a lot of the other agencies, and the District can
provide a mailing to all the parties who are interested. Please send me a copy of that if you could. Thank you.

MRS. COLAIZZI: Mr. Weiss, may we have a roll call, please?

MR. WEISS: Ms. Arnet?
MS. ARNET: Yes.

MR. WEISS: Mr. Brentley?

MR. BRENTLEY: No on (B)(1). I'll abstain on No. 10 til I get some documentation. And I'll go yes for the rest of the report.

MR. WEISS: Mrs. Fink?

MRS. FINK: Yes.

MR. WEISS: Ms. Hazuda?

MS. HAZUDA: Yes.

MR. WEISS: Mr. Isler is absent.

Mr. McCrea?

MR. McCREA: Yes.

MR. WEISS: Mr. Sumpter?

MR. SUMPTER: Yes on the report as a whole.

No on item (C)(10) and (C)(11).

MR. WEISS: Mr. Taylor?

MR. TAYLOR: Yes report on the whole. No on item (B)(1) of consultant and contracted services, and no on item (C)(10) and (C)(11) under the general
MR. WEISS: Mrs. Colaizzi?

MRS. COLAIZZI: Yes.

MR. WEISS: Report is approved.

MRS. COLAIZZI: Thank you. I'd like to move on to the report of personnel. I believe Dr. Lane, you wanted to make an announcement at this point?

DR. LANE: Thank you, Mrs. Colaizzi. This is a tribute to Joseph William Harris, Jr. It is with great sadness that we inform you of the untimely death of one of our students, Joseph William Harris, Jr. Joseph was a 12th grade student that attended Pittsburgh Schenley High School for four years in the magnet program. He was funny, kind, trustworthy, respectful and generous. He was a joy to be around and always had a smile on his face. A good friend to all, he will be sadly missed by his teachers and his friend.

The senior class raised money during lunch time for a tribute to Joe. They will present the contribution to his family from the class of 2009. Thank you.

MRS. COLAIZZI: Thank you, Dr. Lane. And I'm sure that everyone will join me as we send our
prayers to that family.

If there are any questions or comments on the personnel? Mr. Brentley?

MR. BRENTLEY: Are we handling the addendums separately or --

MRS. COLAIIZZI: No, sir, we will be voting on it all at one time. So if you wish to vote, abstain on any of them, just name the addendum you wish to abstain on. Okay? Any more questions?

Mr. McCrea?

MR. McCREA: Like I do every month, I want to recognize our employees that are in the military and thank them for a job well done.

MRS. COLAIIZZI: Thank you. Mr. Weiss, may we have a roll call, please?

MR. WEISS: Ms. Arnet?

MS. ARNET: Yes.

MR. WEISS: Mr. Brentley?

MR. BRENTLEY: Yes, but I'll be abstaining on the addendums, I'll be abstaining I believe on (C). I'm not comfortable with the arrangements from employees to contracts. And I believe that's it. I thought we were going to take them separately.

MR. WEISS: Mrs. Fink?

MRS. FINK: Yes.
MR. WEISS: Ms. Hazuda?

MS. HAZUDA: Yes.

MR. WEISS: Mr. McCrea?

MR. McCREA: Yes.

MR. WEISS: Mr. Sumpter?

MR. SUMPTER: Yes.

MR. WEISS: Mr. Taylor?

MR. TAYLOR: No.

MR. WEISS: Mrs. Colaizzi?

MRS. COLAIZZI: Yes.

MR. WEISS: Report is approved.

MRS. COLAIZZI: Thank you. We have no items in the budget. Okay.

We have a chance for transfer of funds.

Anybody have any questions or comments on the transfer of funds? Seeing none, Mr. Weiss, can we have a roll call, please?

MR. WEISS: Ms. Arnet?

MS. ARNET: Yes.

MR. WEISS: Mr. Brentley?

MR. BRENTLEY: Yes.

MR. WEISS: Mrs. Fink?

MRS. FINK: Yes.

MR. WEISS: Ms. Hazuda?

MS. HAZUDA: Yes.
MR. WEISS: Mr. McCrea?

MR. McCREA: Yes.

MR. WEISS: Mr. Sumpter?

MR. SUMPTER: Yes.

MR. WEISS: Mr. Taylor?

MR. TAYLOR: Yes.

MR. WEISS: Mrs. Colaizzi?

MRS. COLAIZZI: Yes.

MR. WEISS: Report is approved.

MRS. COLAIZZI: Thank you. Is there any new business that needs to come in front of this Board that requires an action or a vote? Mr. Brentley?

MR. BRENTLEY: Yes, this is a resolution.

This is a resolution of the Board of Education recognizing the 35th Annual SBN Sports Black College Football All-American Weekend and recognizing the participation of the District high school coaches and athletes.

Whereas, the 35th Annual SBA Sports Black College Football All-American Weekend was held in Pittsburgh and included nine District high schools with football programs; and

Whereas, the Weekend included a brunch with the Pittsburgh Steelers including Mike Tomlin, Steelers President, Art Rooney, Steelers Chairman, Dan
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1 Rooney; and
2 Whereas, a large number of present and
3 former professional football players, coaches and
4 personnel participated in the event, and I have a list
5 that's attached here, too many to name.
6 Now, therefore, be it resolved, that the
7 Board of Public Education congratulates the
8 participation in the Weekend and recognizes the effort
9 of especially our Athletic Director, Mr. Mike Gavlik,
10 I don't know if he is here. He worked really hard,
11 and I wanted to, you know, I bugged him a lot on this
12 one, we wanted just to recognize him and thank him
13 for.
14 What this was was a weekend where we had
15 former and present ball players who were here, they
16 were at the Steelers complex. They had what is called
17 a skull session, where they had an informal discussion
18 with our students, coaches, with lunch and they told
19 them the real story. Yes, it's going to require if
20 you are planning on trying to go to the next level,
21 it's going to require some work, it's going to require
22 some discipline.
23 The one young player's name, his name
24 escapes me, but he probably had the best testimony.
25 He said he ran the 40 in a 4-2 or something like that
and everybody was chasing after him. He made it to one of the professional teams and he would not practice. They would say "What are you going to do?" And he'd say "Well, I was out all night partying with the girls." And he would not practice.

And they said "Well, why don't you practice." "I don't have to. I can run the 40 in a 4-2."

And so he continued on. And he admitted, he said the money that he went through and the negative activities that he was involved with, he said that he is embarrassed to talk about it, but he was here to share that with our students.

The beautiful thing about this is that we had participation from all 9 of our coaches. Each coach were allowed to bring at least two students. And they were there at the lunch table with some of the greats like Mel Blount, Billy White Shoes Johnson, and they were talking personal with them and talking about how to prepare for college.

What's beautiful about this is that thanks to Jonas Chaney at Channel 11, they actually recorded it, and it's going to be a one hour special. It's going to be coming up on March the 14th, 10 to 11:00 and then also on April 5th from 9 to 10. And I would
hope that everybody would tune in. You will see our
students there rubbing shoulders with the best.

We also had a coach, Coach Wannstedt was
able to come in and one-on-one share some words with
them. But I want to say thanks to our coaches and
especially our students who are still talking about a
wonderful event.

MRS. COLAIZZI: What channel?

MR. BRENTLEY: Channel 11.

MRS. COLAIZZI: Thank you. Mr. Brentley,
make that as a motion. Do we have a second?

MR. SUMPTER: Second.

MR. WEISS: Mr. Brentley, we have a voice
cast vote on this, because it doesn't involve expenditures.

All in favor say aye?

(Chorus of ayes.)

MR. WEISS: Sorry, go ahead.

MR. SUMPTER: I just want to bring the
public's attention to the last paragraph in the
resolution where it says Board of Education
congratulates the participants in the Weekend and
recognizes the efforts of Mark Brentley, Sr. and
Athletic Director, Mike Gavlik for their contribution
to the success of the Weekend.

And I understand why my esteemed colleague,
Mr. Brentley, would gloss over his name, but I just want to make that a public record and let people know about it and congratulate you for your effort.

MRS. COLAIZZI: I'm sure it will pass. It's passed already. I'd like to continue on. That section is done.

MR. WEISS: All in favor say aye.

(Chorus? Of ayes.)

MR. WEISS: Opposed? Motion carried.

MRS. COLAIZZI: I'm sorry. I assumed we already did that.

MR. WEISS: No, we let Mr. Sumpter speak.

MRS. COLAIZZI: Okay. I apologize then. The vote is now complete.

Ms. Hazuda, I believe that you asked for the floor?

MS. HAZUDA: Yes, I just wanted to say Sunday night we had the Oscars and last night the Steelers had their premiere. But we also had a premiere for the Pittsburgh Public Schools.

We have a new television program that's starting tomorrow night at 6:30. We got to watch it last night with our drinks and our popcorn, non-alcoholic drinks. But it's absolutely wonderful. It's going to be, there is going to be a
series of television programs, one each month. They will debut the last Wednesday of every month. And then after that -- it's 6:30. And then after that they will be shown every day at 1 in the afternoon and 6:30 in the evening on ComCast Channel 13.

The first one is Excellence for All, and it gives a little bit of what went on at the Convention Center, but it also highlights some of what's going on in the schools. Angie Corley from WAMO walks us through it. She is our hostess, MC, whatever you want to call her. She does a wonderful job, very enthusiastic.

It was just a great program. My favorite part, I have to tell you, I want to watch it again, the kids from Allegheny Traditional sang, their choir sang, and they sang The Promise set to music by Joe Samara, if I'm pronouncing his name properly, he is the music teacher there. And I could have just watched -- I just want to watch them and watch them. Absolutely wonderful the job they did.

And so it's going to be a variety of programs. This one is kind of like an overview of the District and the good job everyone is doing to move us forward.

But some of the other things coming up,
next month is going to be literacy, the McMillen
Reading program. And we are going to talk about prom
safety. And expectations in the Pittsburgh Promise
are the following month.

So it's really -- we are taking information
from a program called Connect With Kids, and we are
intertwining that with scenes from the Pittsburgh
Public Schools and what's going on, so that we can let
everyone know and share the good news of what's going
on.

If you want to follow and see exactly when
the premiere or the debut of the next program is, if
you look on the District website in the top left
corner, there is a little icon that you can click,
it's a little picture that shows the TV program, and
you can click it and it gives you the exact schedule
of what the subject matter is and when it will debut.
So thank you to the marketing communications folks for
the excellent job they did. And everybody, you got to
see it, it's much better than what's going on here
tonight. So you will learn a lot.

MRS. COLAIZZI: And thank you, Ms. Hazuda.
You do chair that committee, and we appreciate
everything that you do and everything that you've
brought forward through your committee.
Just so I can remind everyone that we do, is that also on that schedule, that's pinned up in the Board office now?

MS. HAZUDA: Not yet.

MRS. COLAIZZI: Okay, just so all of my colleagues all know that Ms. Hazuda did put some stuff up on the bulletin board in the office, and she'd like you to all look at it, review it. It is part of her committee.

I'm going to go around, because I've missed some people. Mr. McCrea, is there any announcement that you have, sir?

MR. McCREA: March 8th is change your clocks. Just want to remind everybody, like I always do, change your clocks, change your batteries. This year there is a Power Through It All, we are going to try to work this into the curriculum, where we are going to give some children some flashlights, safety kit for power outages. We are working on that at this time. But always remember, change your clocks, change your batteries in your smoke detector, it will save your life.

MRS. COLAIZZI: Thank you, Mr. McCrea.

Mr. Taylor?

MR. TAYLOR: No.
MRS. COLAIZZI: Mr. Sumpter? Ms. Arnet?

MS. ARNET: Yes, I just wanted to share my own sympathies and condolences, and I'm sure those of this Board as well to the family of Clark Thomas. Clark was a member of the editorial staff for many, many years with the Pittsburgh Post-Gazette and was someone who cared very deeply about this City and this School District and the state of public education in the country.

He was a mentor and friend to so very many in this community and wrote so eloquently about the need for social justice and civil rights and increased investment and attention to public education.

So I just wanted to share our thought with his widow Jean and the whole Thomas family. He has many children and grandchildren who have gone through our District, and he was a true gentleman and incredible thinker and caring person and he will be sorely missed.

MRS. COLAIZZI: Thank you, Ms. Arnet.

Mr. Brentley?

MR. BRENTLEY: Yes, I just want to agree with Ms. Hazuda concerning Mr. I believe it is Mr. Samara, is that the correct pronunciation, Stamara, thank you. The music teacher at Alley. A
And I do want to take another shameless plug, but one of those students singing the song is my youngest son. His name is -- well, I've already heard it. That's Langston Thurgood Brentley. Now, look like all the other little 5th graders. How can you tell it's my son? He is the only one with the bow tie on.

MRS. COLAIZZI: Mr. Brentley, I thought you were going to maybe tell us that he is the only one that sang that song at home to you every night.

MR. BRENTLEY: It's a good song.

MRS. COLAIZZI: It is a good song. If there are no more comments this evening, may I have a motion to adjourn this meeting?

MR. TAYLOR: Moved.

MRS. FINK: Second.

MRS. COLAIZZI: This meeting is adjourned.

(Thereupon, at 8:50 p.m., the Legislative Meeting was concluded.)
I, Deborah L. Endler, the undersigned, do hereby certify that the foregoing sixty (60) pages are a true and correct transcript of my stenotypy notes taken of the Legislative Meeting, held in the Pittsburgh Board of Public Education, Administration Building, Board Committee Room, on Tuesday, February 24, 2009.

Deborah L. Endler, Court Reporter