

THE BOARD OF PUBLIC EDUCATION

PITTSBURGH, PENNSYLVANIA 15213

**Administration Building
341 South Bellefield Avenue**

February 22, 2012

AGENDA

ROLL CALL

Approval of the Minutes of the Meeting of January 25, 2012

Announcement of Executive Sessions

Committee Reports

- | | |
|--------------------------------------|-----------|
| 1. Committee on Education | Roll Call |
| 2. Committee on Business and Finance | Roll Call |

Personnel Report

- | | |
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| 3. Personnel Report of the Superintendent of Schools | Roll Call |
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New Business

Roll Call

We are an equal rights and opportunity school district.

EXECUTIVE SESSIONS

Legislative Meeting of February 22, 2012

In addition to executive sessions announced at the legislative meeting of January 25, 2012, the Board met in executive sessions on February 15, 2012, and immediately before this legislative meeting to discuss various personnel matters that may include, but are not limited to, administrative vacancies and positions opened and closed.

Finally, at the executive session immediately before this legislative meeting, the Board discussed student discipline cases that involved violations of various portions of the Code of Student Conduct.

The Board does not vote at executive sessions.

COMMITTEE ON EDUCATION
Legislative Meeting
February 22, 2012

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 Awards

1. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to accept \$570 from the Target Corporation to the Early Childhood Program for the Carnegie Science Center Field Trip Grant.

Funds are being awarded to support the costs associated for a field trip to the Carnegie Science Center. The Carnegie Science Center has awarded the ECE program these funds through their Target Grant. The award is for admission for 40 students and 8 adults from the Early Childhood Program at **Pittsburgh Weil PreK-5** to attend a field trip to the Carnegie Science Center one day in March (date to be determined). The award will fund the admission for 40 students and 8 required adults (\$320), and the cost of one bus (\$250). The field trip will include 1 Science Theater Demonstration or 1 Buhl Digital Planetarium Astronomy Program, Highmark Sportsworks, and U.S.S. Requin (Weather Permitting). The funding period shall be from March 1, 2012 through February 28, 2013.

2. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to accept \$500 from the Target Corporation for the Target Field Trip Grant.

Funds are being awarded to support the cost of two busses transporting 4 U.S. History classes of Mrs. Molly Braver from **Pittsburgh Alderdice High School** to the University of Pittsburgh Holocaust Arts and Writing Seminar. Every year the Holocaust Center of Pittsburgh invites a survivor from World War II to speak to high school students at the Holocaust Arts and Writing Seminar. This is an invaluable experience for the students because they get to ask questions and do more research after the event. World War II and the Holocaust are in our curriculum and this opportunity lets students hear first-hand about the war and its effects on families. Since WWII was seventy years ago, this chance to hear a primary source from the event is not going to be possible in a few years.

After learning about the Holocaust, we have an opportunity in the curriculum for current events. The funding period shall be from March 1, 2012 through February 28, 2013.

3. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to accept \$1,000,000 from the Heinz Endowments for the Equity and Achievement Grant.

Funds are awarded for a twenty-eight month period to support the District's work to increase equity and reduce racial achievement disparities.

Funds will support:

- 1) Support in developing the District Equity Plan as stated in the Superintendent's goals
- 2) Consultative support to assist District staff in the **Pittsburgh Perry High School/Pittsburgh Oliver High School** merger;
- 3) Salary of a Project Manager to work with District staff overseeing development and implementation of the Equity Plan and the **Pittsburgh Perry High School/Pittsburgh Oliver High School** merger;
- 4) Teacher professional development for **Pittsburgh Perry High School/Pittsburgh Oliver High School** merger and Beyond Diversity training;
- 5) Beyond Diversity affiliate initial site licensure fees. (Becoming a licensed site will enable the District to become a trainer of trainers to our own staff-a more sustainable and cost-effective method of maintaining and delivering diversity training in the District across time).

The funding period shall be from March 1, 2012 through June 30, 2014. (See companion items #6 and #6A).

Consultants/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 4 through 7, inclusive.

4. **Summer Dreamers Academy (Various Contracts)** – Board authorization is requested to enter into a contract with 20 organizations (listed below) to provide services as proposed and accepted through the RFP process for the Summer Dreamers Academy. Each organization will provide unique services and will be paid based on a submitted proposal. Each partner organization will be responsible for leading campers in exciting and engaging activities during the 2012 Summer Dreamers Academy. Community partners will be based at SDA camp sites, or will provide services at off-site locations. They will lead activities as laid out in their proposal submitted in response to the RFP.

The operating period shall be from March 1, 2012 through August 21, 2012. The total contract amount(s) shall not exceed \$767,372 from account line 4810-19S-1490-599 (FFE Grant).

Summer Dreamers Academy - Activity Provider Organizations			
Organization	Activity	# of campers to be served	Anticipated Cost
Andy Warhol Museum	The Street Art Experience	60	\$9,181
Attack Theatre	Adventures in Motion	120	\$18,000
AYD	Judo	120	\$53,505
CCAC	On Stage	90	\$24,763
Color Me Mine	Color Me Groovy	375	\$56,250
Frick	artSLAM	20	\$15,825
Heinz History Center	Young Innovators - Everyday Innovators	80	\$12,000
Hill House	Advertising and Media	40	\$9,000
	Social Media and Filmmaking	20	\$9,000
Mad Science	Completely Mad About Science	280	\$42,000
Marilyn G. Rabb Foundation	Murals: Arts Activism	504	\$75,586
	Positive Spin	120	\$35,973
	Team M3 Running to the Promise	180	\$26,980
Neighborhood Learning Alliance	Checkmate!	80	\$11,998
	Swimming & Water Polo	304	\$45,355
Penn State University	Be Green. Make Green 2012	180	\$26,973
Pittsburgh Cares	Service Remix	100	\$29,568
Pittsburgh Center for the Arts	Clay and Mosaics	130	\$21,000
	Imagination and Innovation	120	\$21,000
Pittsburgh History & Landmarks	Camp DEC	20	\$6,000
Pittsburgh Music Academy	Music Alive Phase 1	350	\$57,615
	Music Alive Phase 2	300	\$44,100
SLB Radio Productions	Neighborhood Voices	64	\$9,200
Three Rivers Fencing	Fencing	360	\$54,000
Union Project	From Mud to Masterpiece	25	\$7,500
Urban League	Build Your "A" Game	300	\$45,000
Totals		4342	\$767,372

- University of Pittsburgh Center for Urban Education** – Board authorization is requested to enter into a contract with the University of Pittsburgh Center for Urban Education. This program is to provide secondary school students enrolled at **Pittsburgh Millions 6-12** with educational services giving students access to tutoring and mentoring through the University of Pittsburgh, as prescribed in the 2008 awarded Smaller Learning Community Grant and Reading & Math Title Services, through the Federal Department of Education. The educational services include reading and math tutorial services to school students provided by University of Pittsburgh undergraduate (work study) applicants.

The operating period shall be from February 23, 2012 through June 30, 2012. The cost of this action shall be at a rate of \$10 per hour. The total contract amount shall not exceed \$15,000 (includes: tutorial, acceleration, and education services) from account line 4309-26R-1190-329.

6. **Metropolitan Center for Urban Education (Metro Center)** – Board authorization is requested to enter into a contract with the Metropolitan Center for Urban Education (Metro Center). They will provide technical assistance services to Pittsburgh School District in the consolidation of two High Schools, **Pittsburgh Perry High School** and **Pittsburgh Oliver High School**. Metro Center led by Dr. Pedro Noguera, a leading urban sociologist, has written extensively about the role of schools, districts, and community based organizations needing to collaborate on addressing the academic and social needs of low-income and minority children.

Under Dr. Noguera's leadership, Metro Center will provide targeted support in five key areas of this consolidation:

- 1) Curriculum and instruction alignment
- 2) Community engagement
- 3) School processes alignment
- 4) Teaching and learning outcomes
- 5) Student engagement

The operating period shall be from March 1, 2012 through August 31, 2012, at which time the newly merged school is scheduled to open. The Metro Center will work on site with **Pittsburgh Perry High School** and **Pittsburgh Oliver High School** staff focusing on the merger. Metro Center will provide a final end of year report to Pittsburgh Public Schools that will document what the Metro Center has learned about the school with respect to the challenges it faces and that will include recommendations for how these might be addressed in the following school year. The total contract amount shall not exceed \$70,000 from account line TBD, (See companion items #3 and #6A).

- 6A. **Dr. Pedro Noguera, LTD** – Board authorization is requested to enter into a contract with Dr. Pedro Noguera. He is a leading urban sociologist, who has written extensively about the role of schools, districts, and community based organizations needing to collaborate on addressing the academic and social needs of low-income and minority children.

Under this contract, Dr. Noguera will provide the District with the following:

- 1) Leadership and oversight of the Metro Center's work on the **Pittsburgh Perry High School/Pittsburgh Oliver High School** merger (from March 1 through August 31, 2012).
- 2) Technical assistance to the Superintendent of Schools and her staff working to develop and implement the Equity Plan.

This assistance includes, but is not limited to: a) recommending strategies and best practices that have resulted in positive shifts and academic gains in other school environments in which Dr. Noguera and his staff have worked over the past 25 years;

b) reviewing progress with Dr. Lane during the implementation of the plan; and c) other assistance and advice as determined and agreed upon by the District's proper officers and Dr. Noguera to continuously support the goals of the Equity Plan once it has been established.

The operating period shall be from March 1, 2012 through June 30, 2013. The total contract amount shall not exceed \$80,000 from account line TBD, (See companion items #3 and #6).

7. **Moses Perkins** – Board authorization is requested to enter into a contract with Moses Perkins as a contracted teaching artist/musician at **Pittsburgh Montessori PreK-8**. A drummer is needed to support the African dance class being conducted as part of our Culturally Relevant Arts Education (CRAE) program at **Pittsburgh Montessori PreK-8**. In order to effectively focus on dance and the African drum instrumental lessons, an African drummer is needed to provide students with proper technique and instruction. Currently the artist is attempting to teach both dance and drumming simultaneously, which is less effective for maximum student engagement and success. **Pittsburgh Montessori PreK-8** has selected Moses Perkins as one of the artists with whom they would like to work on the CRAE project.

The operating period shall be from February 23, 2012 through June 30, 2012. The cost of this action shall be at a rate of \$100 per month. The total contract amount shall not to exceed \$500 from account line 4133-16J-2260-329.

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 8 through 11 inclusive.

8. **Extended School Year (Summer Camps) for Students with Disabilities** – Board authorization is requested to make payment to the schools and/or organizations listed below for providing mandated Extended School Year (ESY) services for students with disabilities. ESY services are special education and related services provided to qualifying students with disabilities beyond the regular 180-day school calendar. Interruptions in special education programming may result in children with disabilities losing many basic skills. ESY services are provided during breaks in the educational schedule to prevent this loss. ESY is mandated by the State and Federal Departments of Education and must be considered for every child with a disability (those with IEP's) each year by the IEP team. To determine eligibility for ESY, the IEP team considers regression/recoupment data, maintenance of skills, independence from caregivers, and other determining factors mandated by IDEA. Camp dates are between June 18, 2012 and August 17, 2012.

Approved Private Schools/Licensed Private Schools - Students attending APS/LPS during the school year also must be considered for ESY. Eligibility and ESY programming are determined by the IEP team. The following is a list of APS/LPS that provide ESY services to those students. The program length will be from 4 to 6 weeks with a 4 to 6 hour day. The anticipated number of students attending ESY at Approved Private Schools/Licensed Private Schools is 120 with an approximate cost of \$1,200-\$3,100 per student.

- ACLD Summer Learning Program
- PLEA
- McGuire Memorial
- Wesley Academy
- Western PA School for the Blind
- Depaul
- John Merck Program
- Education Center at Watson
- Wesley Highland
- Western PA School for the Deaf
- Pace
- Easter Seals
- Auberle
- Friendship Academy

ESY Camp Programs (various locations throughout the area) - ESY camp placements are recommended by IEP teams and must include PSE approval. Camps must address the students IEP and provide progress on the IEP goals. The following is a list of camps that provide ESY services to students. The program length will be from 4 to 8 weeks with an average of a 6 hour day. The anticipated number of students attending an ESY Camp is 75 with an approximate cost of \$2,200 per student.

- Camp Aim
- Chatham College Summer Day Camp
- Camp Deer Creek
- JCC's-Merck Summer Inclusion
- Camp Speak
- Conductive Education

The total payment amount shall not exceed \$390,000 from account line 5231-01C-1231-330

9. **Special Education School Age Extended School Year Program Staffing** – Board authorization is requested to make payment for PPS District Run School Age Extended School Year (ESY) Program Staffing. ESY is mandated by the State and Federal Departments of Education for qualifying students with disabilities who attend our schools (center schools and all comprehensive schools). In addition, this Program serves eligible students who are enrolled in the Start of Success Program and the CITY Connections Program.

The following staff will work in the Special Education School Age ESY Program (Staffing may be adjusted up to 1 week prior to ESY pending confirmation of attendance):

- 40 Special Education Teachers
- 1 Secretary
- 80 Paraprofessionals (CA, EA IIs, etc.)
- 3 Speech Therapists
- 2 Physical Therapists
- 2 Occupational Therapists
- 2 Travel Training Instructor Assistants
- 0.5 Hearing Itinerant
- 1 Behavior Specialist
- 1 Counselor
- 1 Social Worker
- 1 Travel Training Facilitator
- 1 SOS Transition Facilitator
- 1 SOS Transition Instructor
- 0.5 Vision Itinerant
- 1 Vision Itinerant
- 1 CITY Connection Program Facilitator
- 2 Nurses

Total payment(s) amount will be 80% of per diem and shall not exceed \$565,000 from account lines 5500-13T-1211-124 (\$126,000), 5500-13T-1231-124 (\$124,000), 5500-13T-1233-124 (\$162,000), and 5500-13T-1231-126 (\$153,000).

10. **Early Intervention Summer Program Staffing** – Board authorization is requested to make payment for Early Intervention Summer Program staffing (listed below), during scheduled breaks and evaluation teams during the dates indicated. The program is mandated under the MAWA (Mutually Agreed Upon Written Arrangement) with the PA Department of Education, Office of Child Development and Early Learning. The Early Intervention Program serves eligible pre-school children with developmental delays. The location for the summer program will be at **Pittsburgh Chartiers Early Childhood Center, Pittsburgh Conroy Early Childhood Center, and Pittsburgh Millions 6-12**. Itinerant services are also provided to eligible children in various preschools and daycares throughout the city. The approximate number of children served during the Early Intervention summer program is 520 (including scheduled breaks).

Summer Program - Staff will work June 29, 2012 through August 8, 2012 from 8:30 a.m. to 2:30 p.m. and will be paid per diem for up to 14 days. The dates that children will attend the summer program will be from July 2, 2012 through August 7, 2012 on either Monday or Tuesday from 9:00 a.m. to 2:15 p.m.

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|----------------------------------|----------------------------------|
| • 18 Early Intervention Teachers | • 1 Hearing Itinerant |
| • 12 Classroom Assistants | • 1 Psychologist |
| • 9 Speech Therapists | • 4 COTAs |
| • 1 Physical Therapist | • 1 Physical Therapist Assistant |
| • 1 Occupational Therapist | • 1 Nurse (Part Time) |

Scheduled Breaks - (Children who are at-risk for significant regression and recoupment - a one week break in services from the end of one school year to the next). Staff will work during the weeks of June 25, 2012 and August 13, 2012 from 8:30 a.m. to 12:00 p.m. at **Pittsburgh Chartiers Early Childhood Center, Pittsburgh Conroy Early Childhood Center, or Pittsburgh Millions 6-12** (as needed).

Payment for staff will be at 50% per diem. Number of days worked will be determined by enrollment and IEP needs of the eligible children.

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|---------------------------------|----------------------------|
| • 3 Early Intervention Teachers | • 1 Occupational Therapist |
| • 3 Speech Therapists | • 1 Hearing Itinerant |
| • 1 Physical Therapist | • 1 Psychologist |

Evaluation Teams - Staff will work for the Early Intervention evaluation team for up to the number of days indicated during the week of August 13, 2012. Staffing is needed to evaluate children with developmental delays prior to the beginning of the 2012-2013 school year. Evaluations will be conducted at **Pittsburgh Chartiers Early Childhood Center or Pittsburgh Conroy Early Childhood Center**. Staff will be paid per diem.

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|---------------------------------------|---|
| • 3 Teachers - up to 5 days | • 1 Psychologist - up to 5 days |
| • 3 Speech Therapists - up to 5 days | • 1 Occupational Therapist - up to 5 days |
| • 1 Physical Therapist - up to 5 days | • 1 Classroom Assistant - up to 5 days |

The total payment(s) is an up to amount that shall not exceed \$200,000 from account lines 5181-15T-1281-124 (\$117,200), 5181-15T-1281-157 (\$42,800), and 5181-15T-1281-197 (\$40,000).

11. **College Board** – Board authorization is requested to make payment to the College Board for conducting Pre-AP Science, English, and Math Vertical Teaming workshops. The goal of Pre-AP Vertical Teaming is to better prepare students for the rigors of AP courses and exams in grades 6-10. These interactive workshops give middle and high school teachers (grades 6-10) the tools to strengthen an AP Vertical Team and to align curriculum vertically across grade levels within the discipline. Two (2) Pre-AP Science workshops will be held in April, One (1) Pre-AP English workshop will be held in April and One (1) Pre-AP Math workshop will be held in April.

Up to thirty (30) participants will attend each workshop. Designated 6-8 grade teachers from **Pittsburgh Allegheny 6-8, Pittsburgh Arsenal 6-8, Pittsburgh Brookline K-8, Pittsburgh Carmalt PreK-8, Pittsburgh Schiller 6-8, Pittsburgh Obama 6-12, Pittsburgh Milliones 6-12, Pittsburgh Westinghouse, and Pittsburgh Science and Technology Academy 6-12** will attend the workshops and then share the practice with their learning teams. Designated 9-10 grade teachers from **Pittsburgh Allderdice High School, Pittsburgh Brashear High School, Pittsburgh Carrick High School, Pittsburgh Langley High School, Pittsburgh Obama 6-12, Pittsburgh Oliver High School, Pittsburgh Perry High School, Pittsburgh Science and Technology Academy 6-12, Pittsburgh Milliones 6-12, and Pittsburgh Westinghouse** will attend the workshops and then share the practice with their learning team. These schools were named as our partners in our grant. Any interested teachers from schools not listed will be welcome to attend as space permits.

The total payment shall not exceed \$15,350 from account line 4810-16S-2260-324.

General Authorization

12. **Agreement with Chatham University and the Early Intervention Program and the Program for Students with Exceptionalities**

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to enter into an agreement with Chatham University to allow Chatham students the opportunity for education and training to its students within the Early Intervention Program and the Program for Students with Exceptionalities. Subject to the terms of this Agreement, the parties have agreed to cooperate in providing students experience at and under the supervision of the site. Chatham students will be provided experience in one or more of the following program areas: Social Sciences and Health Sciences including Physician Assistant, Occupational Therapy, Physical Therapy, Nursing, Social Work, Counseling Psychology, School Counseling and Exercise Science. All clearances will be obtained in advance.

The initial term of this Agreement shall be effective for a period of one (1) year after agreement has been signed. Thereafter, the Agreement shall be renewed automatically for consecutive additional one (1) year terms unless terminated prior to the renewal date. There is no cost associated with this agreement. (See Item #12a - Agreement; final terms and conditions approved by the Solicitor).

13. Memorandum of Understanding with Indiana University (IUP)-The Promise Plus Initiative

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to approve the continuation of the originally approved Memorandum of Understanding (MOU) between the School District of Pittsburgh (PPS) and Indiana University of Pennsylvania (IUP) for the university's "The Promise Plus Initiative," which is fully funded by a Heinz Endowments grant to IUP. This MOU will be for a 28 month period beginning on February 23, 2012.

PPS staff overseeing the District's development of "Pathways to the Promise" will liaise with IUP to coordinate The Promise Plus Initiative," obtain evaluation results, and co-plan to share best practices. Through "The Promise Plus Initiative," IUP proposes to expand the impact of the Pittsburgh Promise by creating school district-university mentorship and early college programs that will complement the work begun in the foundation community through the "Pathways to the Promise" collaboration with PPS. The Endowments' grant supports IUP's design to frame practical college readiness activities and understanding for students and parents, mentor students, and develop academic learning skills for transitioning, middle and high school students. The implementation of "Promise Plus" will occur at IUP campuses, within PPS Schools, community centers and local churches throughout Pittsburgh. IUP staff and students will serve as the primary facilitators of this collaboration. Dual enrollment programs in high schools which allow for college credit via summer programs will be a core component of this initiative; another will be a pre-college program which facilitates academic learning skills, adjustment to college and the application process for both students and parents. "The Promise Plus Initiative" will be done at no cost to PPS.

District's Pathways to Promise Team's Scope of Liaison Work with IUP:

1. Identification of chief liaison person(s) at IUP.
2. Identify cross-functional internal PPS advisory team-Include Kevin Bivins and Deonne Arrington in principal perspective - team meets periodically with liaisons.
3. Agreement on the two entities will share best practices and opportunities to reach students and families, as well as co-plan for implementation.
4. Establishment of regular check-in points to review progress, discuss upcoming opportunities, problem-solve on issues to ensure goals of program are reached.
5. Establishment of clear communication plan on the program that can be shared with principals, parents, and the public (involve Susan Chersky and Ebony Pugh).
6. Capture learning from The Promise Plus Program and ensure valuable pieces become part of the larger Pathways to the Promise roadmap, with appropriate and visible credit given to IUP for its work and original ideas.
7. Identification of plan for evaluating/continuing year 3 of program. Including a plan to review proposal for year 3 and gain protocol approvals of same, including grant protocol approvals for letters of support.
8. Creation of a shared project timeline and milestones that capture all of the above to ensure the project is co-managed well and collegially. Timeline should show cross-functional steps necessary internally, if any.

14. **Memorandum of Understanding with Mathematica Policy Research, Inc.**

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to enter into a Memorandum of Understanding (MOU) with Mathematica Policy Research, Inc. The U.S. Department of Education has partnered with Mathematica to conduct a national evaluation of the federal Title I School Improvement Grant (SIG) program. Since the Pittsburgh Public Schools is a grantee of the SIG we are required to participate in the evaluation of the program per federal guidelines. The purpose of the evaluation is to examine how SIG programs are implemented and whether they improve student outcomes. Participation in the evaluation will be at no cost to the District. The evaluation time period under this MOU will be February 23, 2012 - December 31, 2014. (See Item #14a - MOU; final terms and conditions approved by the Solicitor).

15. **Service Agreement with Clayton Academy Management Services (CAMS) Extension**

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to extend the Service Agreement with Clayton Academy Management Services (CAMS) (formerly Community Education Partners (CEP) for a period of two (2) years upon terms and conditions approved by the Solicitor. The original Service Agreement was entered into on February 14, 2007 and is set to expire June 30, 2012. The Service Agreement shall be extended for a period of two (2) years and shall expire on June 30, 2014. The total cost of the two (2) year extension shall not exceed \$2.8 million per year, (from account line 4821-010-1100-323) an amount equal to \$11,200 per student for 250 students annually.

16. **Donation to Pittsburgh Linden K-5 from the Pittsburgh Steelers**

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to accept a donation of \$5,000 awarded to **Pittsburgh Linden K-5** from the Pittsburgh Steelers. Funds are awarded in recognition of the school's efforts to promote health and physical fitness among students. Funds are to be utilized to support purchases of physical fitness equipment for the school to ensure the school staff will continue to enable and encourage all students to engage in moderate to vigorous physical activity on a daily basis. Physical activity promotes learning, cooperation, teamwork, character, and good health-all qualities that enable one to be successful on and off the field. This award is made as part of the Hometown Huddle event held at **Pittsburgh Linden K-5** with the Pittsburgh Steelers during the first semester of the 2011-2012 school year.

The Board extends its sincere thanks and appreciation to the Pittsburgh Steelers and the Rooney family for making this event and this gift possible for **Pittsburgh Linden K-5** students and for encouraging students to remain committed to the goals they set for themselves and to never give up.

17. **AMENDMENT – Maxim**

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to amend Item #35, Committee on Education, Consultants/Contracted Services, previously approved by the Board on June 22, 2011.

Reason for Amendment:

The purpose of this amendment is to increase the contract amount with Maxim by \$80,000 to accommodate the increased number of Early Intervention children requiring one on one nursing services and physical therapy as part of their IEP. The account number to be used is 5181-15R-1281-330.

Original Item:

That the Board enter into a contract with Maxim Staffing Solutions. They will provide individual services to students with severe disabilities as required by their IEPs. Services will be provided to students who require one-on-one nursing services, bus aides, personal care assistants, physical therapy, occupational therapy, physical therapy assistant, and occupational therapy assistant services as per their IEPs and/or as substitutes at Pittsburgh Pioneer, Pittsburgh Conroy, and other schools and locations when the District can provide no appropriate therapeutic substitutes.

The operating period shall be from July 1, 2011 to June 30, 2012. The cost of this action shall be at the rate of \$16.25-\$53.50 per hour (depending on services). The total contract amount shall not exceed \$2,391,900 from account lines 4814-010-1270-330 (\$843,200) and 5170-01B-1270-330 (\$1,548,700). An evaluation will be on file in the PSE Office.

Amended Item:

That the Board enter into a contract with Maxim Staffing Solutions. They will provide individual services to students with severe disabilities as required by their IEPs within the Program for Students with Exceptionalities and the Early Intervention Program. Services will be provided to students who require one-on-one nursing services, bus aides, personal care assistants, physical therapy, occupational therapy, physical therapy assistant, and occupational therapy assistant services as per their IEPs and/or as substitutes at Pittsburgh Pioneer, Pittsburgh Conroy, and other schools and locations when the District can provide no appropriate therapeutic substitutes.

The operating period shall be from July 1, 2011 to June 30, 2012. The cost of this action shall be at the rate of \$16.25-**\$65.00** per hour (depending on services). The total contract amount shall not exceed **\$2,471,900** from account lines 4814-010-1270-330 (\$843,200), **5181-15R-1281-330 (\$80,000)**, and 5170-01B-1270-330 (\$1,548,700). An evaluation will be on file in the PSE Office.

18. Donation of In-Kind Services-Barbara Byrd Bennett

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to accept a donation of in-kind services provided by Barbara Byrd Bennett to facilitate the Board's evaluation of the Superintendent March 4, 2012. Consultative services will also include preparation and follow up with the Superintendent. The Broad Center will cover the cost of Dr. Bennett's services and travel expenses. Anticipated value of donation will be approximately \$3,500.

There is no cost to the Board.

19. **Charter School Application-Three Rivers Charter School for Public Service**

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to deny the recommendation for a Charter School application for Three Rivers Charter School for Public Service. (See Item #19a - Resolution).

20. **Student Suspensions, Transfers, and Expulsions**

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

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

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

Respectfully Submitted,

Sharene Shealey, Chairperson
Committee on Education

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is entered into effective as of **MARCH 1, 2012** (“Effective Date”) between **CHATHAM UNIVERSITY**, a Pennsylvania educational institution, Woodland Road, Pittsburgh, Pennsylvania 15232 (“University”) and

SCHOOL DISTRICT OF PITTSBURGH

(“Site”)

341 S. BELLEFIELD AVENUE

PITTSBURGH, PA 15213

(Site Address)

The University currently conducts programs in Social Sciences and Health Sciences (“Programs”) including Physician Assistant, Occupational Therapy, Physical Therapy, Nursing, Social Work, Counseling Psychology, School Counseling and Exercise Science and desires to provide clinical education and training to its students (the “Clinical Experience”). The Site has the facilities necessary to provide the Clinical Experience for one or more of the Programs. Subject to the terms of this Agreement, the parties have agreed to cooperate in providing students from one or more of the Programs with the Clinical Experience at and under the supervision of the Site.

NOW THEREFORE, intending to be legally bound, the parties agree as follows;

I. RESPONSIBILITIES OF THE SITE

1. **General.** The Site will provide a planned, supervised Clinical Experience in cooperation with the University. Students will be assigned to appropriate, selected patients and be allowed to participate in their care under the direct supervision of a qualified health care or social science practitioner (“Supervisor”), as applicable. The Site and where applicable the Supervisor shall maintain full responsibility for care provided at the Site’s facilities.

2. **Liaison.** The Site shall designate a Coordinator of Clinical Education who shall serve as the liaison between the Site and the University and coordinate and direct each student’s Clinical Experience.

3. **Orientation.** The Site will provide orientation of the students to the facility and the Clinical Experience, including policies and procedures as they pertain to the students.

4. **Facilities.** The Site will arrange for appropriate facilities needed for students and faculty members during the Clinical Experience (e.g. equipment, office or work space, lockers, library, conference rooms, etc.)

5. Evaluation. The Site shall evaluate the performance of the students on a regular basis and will provide the University with performance reports and other forms as mutually agreed with the University.

6. Termination. The Site retains the right to suspend or terminate any student for reasons of health, unsatisfactory performance or other reasonable cause. The Site will discuss each situation with the University prior to requesting suspension or termination and the University shall be responsible for notifying the student and effectuating the termination or suspension.

7. Liability Coverage. Prior to the Effective Date and on each anniversary of the Effective Date, the Site shall furnish or cause to be furnished to the University a certificate of self-insurance.

8. Emergency Medical Care. The Site will arrange for emergency medical care at the student's expense in the event of an accident or injury to the student on the clinical site's campus.

II. RESPONSIBILITIES OF THE UNIVERSITY

1. General. The University shall maintain full responsibility for the planning and execution of the education program; including programming, administration, curriculum, content, grading and requirements for matriculation, promotion and graduation.

2. Liaison. The Clinical Program Coordinator of the appropriate Program of the University shall serve as the liaison between the University and the Site, coordinate the Clinical Experience and academic experience of the students and assist the Site as necessary to operate an effective Clinical Experience.

3. Schedule. Prior to the beginning of each academic term, the University and the Site shall agree upon: (A) the number of students and the hours which they will be assigned; (B) the expected level of experience to which they will be assigned; and (C) the expected learning objectives of the students.

4. Qualification of Students. The University shall refer to the Site only those students who meet its academic and other qualifications for the applicable Clinical Experience.

5. Policies. The University shall require all students and faculty from the University to (A) comply with existing policies and procedures of the Site, and (B) maintain as confidential all patient records and patient data to which they may have access and obtain appropriate authorization for the disclosure of copying of such records or data. All students participating in the clinical experience will sign any necessary confidentiality agreements prior to participation.

6. Insurance. The University shall require the students to carry professional liability insurance through an occurrence policy with the minimum limits of \$2,000,000 per occurrence/\$4,000,000 annually naming the Site as an additional named insured. The University will also require the students to carry health insurance.

7. Clearances. University students and employees who will have direct contact with children during the discharge of responsibilities under this Agreement and shall obtain, at their own expense, and submit all criminal background reports required by 24 P.S. § 1-111, as amended, and child abuse clearances required by 23 Pa.C.S. §6355, as amended. All required reports and clearances must be submitted to the site prior to assignment to a patient under this Agreement. The University further agrees to notify the Site within seventy-two (72) hours of the arrest of a student during the term of assignment. This Agreement may be terminated immediately if this paragraph is violated by the University and a student may be removed immediately from the Site if all required reports and clearances are not received or if any report or clearance indicates the student has been convicted of a disqualifying crime.

III. GENERAL

1. Term and Termination. The initial term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year. Thereafter, the Agreement shall be renewed automatically for consecutive additional one (1) year terms unless terminated prior to the renewal date. This Agreement may be terminated by either party upon thirty (30) days notice in writing to the other. Such termination shall not affect students placed at the Site at the time notice is given.

2. Independent Contractors. No student or faculty participating in the Program shall be considered an employee, agent or representative of the Site and no employee or person on the staff of the Site participating in the Program shall be considered an employee, agent or representative of the University. Except as otherwise agreed, the Site shall not be responsible for any compensation for services or for meals, travel or other expenses incurred by the students or faculty participating in the Program, nor shall the University become obligated to the Site or any member of its staff for any expenses or payments.

3. No Discrimination. Neither the University nor the Site shall discriminate against any individual participating in the Clinical Experience on the basis of race, color, age, national origin, sex, religion or handicap.

4. Interpretation. This Agreement sets forth the entire agreement between the parties related to the subject matter herein and supersedes all prior agreements and discussions between the parties. No waiver, modification or amendment or any of the terms of the Agreement shall be effective unless it is signed by both parties. Neither party may assign this agreement without the prior written approval of the other.

5. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, exclusive of its conflict of laws provisions.

6. Indemnification.

- (a) University. The University will indemnify the Site, its officers, directors and employees, from any costs, damages and fees, including reasonable attorney fees, awarded in an action against them to the extent that such costs, damages and fees are directly caused by the University's breach of

this Agreement or the negligence or willful misconduct of the University or its employees.

- (b) Site. The Site will indemnify the University, its officers, directors and employees, from any costs, damages and fees, including reasonable attorney fees, awarded in an action against them to the extent that such costs, damages and fees are directly caused by the Site's breach of this Agreement or the negligence or willful misconduct of the Site or its employees.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the date set forth above.

CHATHAM UNIVERSITY

SCHOOL DISTRICT OF PITTSBURGH

Signature and Date

Signature and Date

Walter B. Fowler, Vice President for Finance
and Administration

Sherry Hazuda, Board President

Signature and Date

Board Secretary/Assistant Secretary

**MATHEMATICA
Policy Research**

www.mathematica-mpr.com

RTT/SIG –

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2012 by and between The School District of Pittsburgh (the “District” or “Pittsburgh Public Schools”), with an address of 341 S. Bellefield Avenue, Pittsburgh, PA 15213, and Mathematica Policy Research, Inc. having a business address at 600 Alexander Park, Suite 100, Princeton, NJ 08540 (“Mathematica”).

NOW, THEREFORE, with the intent to be legally bound hereby, the parties to this MOU set forth the following as the terms and conditions of their understanding.

The District and Mathematica hereby agree as follows:

- I. Study Background.** The American Recovery and Reinvestment Act (ARRA) provided an unprecedented level of federal funds for education in an effort to lessen the effects of the nation’s economic recession and make a lasting investment in schools. The federal government used this opportunity to fund a new wave of innovation and to support comprehensive efforts to turn around the lowest achieving schools. Race to the Top (RTT) grants fund a broad array of reforms that are designed to affect all levels of the education system. Title I School Improvement Grants (SIG) support the implementation of school turnaround models in the lowest achieving schools. Both programs look to spur systemic change with the ultimate goal of improving student outcomes. Determining whether these unprecedented investments achieve their intended goals is critical. Therefore, the U.S. Department of Education (ED) requires that grantees participate in federal evaluations of these programs (per SIG Final Requirements, Section IIIB (Federal Register, Vol. 75, No. 208, pp. 66371) and The Education Department General Administrative Regulations (34 C.F.R. § 76.591)).

ED has therefore launched a national evaluation of RTT and SIG programs funded under ARRA. This evaluation conducted by Mathematica will collect information from states, districts, and schools to examine how RTT and SIG programs are implemented and whether they improve student outcomes. The evaluation’s primary research questions are:

- How are RTT and SIG implemented at the state, district, and school levels?
- Does receipt of RTT and/or SIG funding to implement a school turnaround model have an impact on outcomes for low-performing schools?
- Are RTT reforms related to improvement in student outcomes?
- Is the implementation of school turnaround models, and strategies within those models, related to improvement in student outcomes?

II. Responsibilities of Mathematica.

- a. **Data Collection.** To answer the evaluation research questions, Mathematica and its partners (the Research Team) will interview state and district administrators, conduct a survey of school administrators, and examine administrative data. This agreement outlines district and school activities only; Mathematica will also complete agreements with each participating state. Specifically, the evaluation will collect the following data from Pittsburgh Public Schools:
 - i. **Interview data.** To document how Pittsburgh Public Schools has implemented school turnaround models, the Research Team will conduct semi-structured telephone interviews with representatives from Pittsburgh Public Schools. Interviews will cover topics such as standards and assessments, school turnaround, and improving the effectiveness of school leaders and teachers. These interviews will take a total of approximately one and one-half hours to complete.
 - ii. **Survey of school administrators.** The Research Team will conduct a web survey of school administrators (principals, assistant principals, or other staff knowledgeable about school turnaround activities). To ease burden on respondents, we will limit the length of the survey to between 45 and 60 minutes.
 - iii. **Administrative data.** To examine the impact of SIG-funded educational reforms on student outcomes, the evaluation team will collect administrative data for students in the district in specific grades, subject to OMB approval. Mathematica will obtain relevant administrative data from the Pennsylvania Department of Education where possible. The Pittsburgh Public Schools will provide only those data elements which the state is unable to provide. The outcomes of interest for this evaluation include student standardized test scores (state assessments); high school graduation rates; average daily attendance rates; and (to the extent data are available) college enrollment rates and completion of at least a year of college credit. Before collecting data, Mathematica will provide the Pittsburgh Public Schools with a complete list of required data elements and the specific grades that will define the set of students for whom data is requested.

Administrative data files should be sent to Mathematica in electronic format. Prior to preparation of these files, Mathematica staff will provide the appropriate contact person at Pittsburgh Public Schools with detailed information on the specific data elements that are needed for the evaluation,

electronic file types that Mathematica can work with, and procedures for securely transmitting the files.

- b. **Schools Selected.** A sample of schools of interest was selected based on a review of information related to the state SIG application. The sample potentially includes schools that are and are not implementing SIG-funded school turnaround models. Administrator surveys will be conducted with staff from the following schools¹:

- Allderdice HS
- Carrick HS
- Allegheny Traditional Middle Academy
- Perry Traditional Academy
- Westinghouse HS
- Arsenal MS
- King Elementary
- Brashear HS
- Schenley
- Rooney
- Oliver
- Langley

III. Responsibilities of District

- a. **Data Collection.** The District will provide access to data described in this MOU in electronic file types that Mathematica can work with and follow Mathematica procedures provided for securely transmitting the data.
- b. **Access to District representatives.** The District will provide the Research Team with access to selected District representatives for purposes of conducting approved interviews.
- c. **Access to school administrators.** The District will allow the Research Team to contact schools administrators from the above listed schools for purposes of administering a web-based survey.

IV. Term of MOU and Evaluation Timeline. The term of this MOU shall commence on March 1, 2011 and shall expire on December 31, 2014. The term may be extended by

¹ Please note this list includes four (4) schools that have closed (Schenley, Rooney, Oliver, and Langley), which are included in the sample for administrative data collection purposes only.

written mutual consent of the parties. The Research Team plans to interview district administrators during the spring of 2012, 2013, and 2014, and plans to collect administrative data in the fall of 2012, 2013, and 2014.

The timeline in Attachment A outlines the dates of activities required for implementing the study within the district. Specific dates will be agreed upon by Mathematica and the District.

V. Data Confidentiality.

- a. Mathematica will not identify any individual respondents interviewed for the evaluation, and all interview data will be used for research purposes only. Any student-level data provided to the study team will be kept strictly confidential, except as may be required by law, and will be used only for research purposes. The evaluation team shall, as appropriate, comply with: The Privacy Act of 1974, P.L. 93-579, 5 USC 552 a; the 'Buckley Amendment,' Family Educational and Privacy Act of 1974, 20 USC 1232 g; The Freedom of Information Act, 5 USC 522; and related regulations, including but not limited to: 41 CFR Part 1-1 and 45 CFR Part 5b. Mathematica will strip any student identifiers from the data and will replace them with randomly generated numbers prior to analyzing the data. In addition to these data safeguards, the study team will ensure that no students, schools, or districts are identified in publicly available reports or findings produced for this evaluation, and if necessary, the study team will mask distinguishing characteristics.

Staff working on this project will securely maintain all data files and access to data files will be tightly restricted to only those project staff who are specifically authorized to view the data.

As with other studies sponsored by the U.S. Department of Education's Institute of Education Sciences, a restricted-use dataset (RUD) will be produced as part of this study to allow other researchers the opportunity to replicate the study's findings or pursue additional analyses. However, to maintain compliance with FERPA and other applicable privacy requirements, the RUD will not include individual student-level data collected from state or district administrative records. Additionally, the RUD will not include any student, school, or district names. The data files making up the RUD will be submitted to the National Center for Education Statistics (NCES), which will serve as the custodian of the data. These files will consist of data collected for the study, such as school administrator survey responses and variables used in the analysis that were derived from administrative data. Direct identifiers, such as district names, school names, administrator names, and student names, will not be included in these files. Further, access to these data is limited to only those researchers licensed by the National Center for Education Statistics

(NCES) to use the data for research purposes only. NCES loans restricted-use data only to qualified organizations in the United States. Individual researchers must apply through an organization (e.g., a university, a research institution, or company). To qualify, an organization must provide a justification for access to the restricted-use data, submit the required legal documents, agree to keep the data safe from unauthorized disclosures at all times, and to participate fully in *unannounced, unscheduled* inspections of the researcher's office to ensure compliance with the terms of the License and the Security Plan form. Licensed researchers are subject to NCES standards for conducting research and protecting data confidentiality. Specifically, the use of these data is protected by Federal statutes and regulations; authorized researchers are subject to the laws, regulations, and penalties that apply to use of confidential data held by the Institute of Education Sciences (IES, an office of ED). Researchers who utilize the data in ways contrary to these statutes and regulations, such as attempting to identify respondents, face penalties of fines and jail terms.

Upon the expiration of this MOU, all student data and information shall be returned to the District or destroyed. Mathematica shall provide written verification via email that all copies of student data, information and documents, including electronic or other media versions, have been returned to the District or destroyed. Mathematica shall, however, be allowed to continue to possess de-identified data reports and files for its educational and research purposes.

Mathematica understands and agrees that should the District find that Mathematica has violated the confidentiality provisions in this MOU or any of the applicable laws and regulations regarding confidentiality of student records, the District shall be entitled to immediately cease providing data for the evaluation and shall be prohibited from permitting Mathematica access to information from education records for a period of not less than five (5) years.

Mathematica agrees that this request to conduct qualitative and quantitative research within the District shall be in accordance with the Protection of Pupil Rights Act (PPRA) (20 U.S.C. §1232h; 34 CFR Part 98) and the District's Internal Review Board (IRB) policy and administrative regulations.

- b. Mathematica further acknowledges and agrees that information relating to employees contained in the administrative data, including, but not limited to individually identifiable teacher performance data, shall be considered confidential personnel information and shall not be released by Mathematica without the specific written consent of the District and of each individually identified employee. Mathematica agrees that confidential personnel data will

not be disclosed, discussed or transferred to any third party not party to this MOU and only individuals identified as part of the evaluation team may have access to personally identifiable data. Upon the expiration of this MOU, all personnel data and information shall be returned to the District or destroyed. Mathematica shall provide written verification that all copies of personnel data, information and documents, including electronic or other media versions, have been returned to the District or destroyed. Mathematica shall, however, be allowed to continue to possess de-identified data reports and files for its educational and research purposes.

VI. Clearances. Mathematica evaluation team members that may have direct contact with students shall obtain and submit all clearances required by 24 P.S. §1-111 (state and federal criminal) and 23 Pa.C.S. §§6354 et seq.(child abuse).

VII. Costs. This evaluation shall be conducted by Mathematica at no cost to the District.

VIII. Intellectual Property.

- a. **Copyright.** The District reserves copyright in all written and electronic materials developed by the District or District employees as a part of their employment with the District. District materials may not be copied or otherwise reproduced without the express written permission of the District. Mathematica reserves copyright in all written and electronic materials delivered and developed solely by Mathematica. These items may not be copied or otherwise reproduced without the express written permission of Mathematica.
- b. **Trademark and Trade Name.** This MOU does not give Mathematica any ownership rights or interest in District trade names or trademarks. This MOU does not give the District any ownership rights or interest in Mathematica trade name or trademarks.
- c. **Use of Name.** Mathematica shall notify the District prior to using the District's name in any report or publication.

IX. Research Approval. Mathematica will comply with all federal and state requirements for participation in research. Mathematica's study protocols have been submitted to the U.S. Office of Management and Budget (OMB) and Public/Private Ventures (P/PV) Institutional Review Board (IRB) for approval. Mathematica agrees to comply with the District's Internal Review Board Policy.

- X. Notices and Communication.** All notices relating to this MOU and communications shall be directed to the primary contacts for the parties. The primary contacts for Mathematica and the District are set forth below:

Amy Elledge
Senior Researcher
American Institutes for Research
1000 Thomas Jefferson St., NW
Washington, DC 20007
Phone - 202/403.5489
Fax - 202/403.6783
aelledge@air.org

Tamiya Larkin
Title Programs Office
School District of Pittsburgh
341 S. Bellefield Avenue
Pittsburgh, PA 15213
Phone: 412.622.3727
Fax: 412.622.7921
tlarkin2@pghboe.net

For Service of Process or Legal
Notice:
Julius Clark
Deputy Director of Contracts
Mathematica Policy Research, Inc.
600 Alexander Park, Suite 100
Princeton, NJ 08540

- XI. Termination.** This MOU may be terminated by either party upon ninety (90) days written notice to the addresses set forth in Section X.
- XII. Limitations on Liability.** In no event shall either party be liable to the other party under this MOU or to any third party for special, consequential, incidental, punitive or indirect damages, irrespective of whether such claims for damages are founded in contract, tort, warranty, operation of law, or otherwise, or whether claims for such liability arise out of the performance or non-performance by such party hereunder.
- XIII. Governing Law.** This MOU shall be construed to be made and interpreted under the laws of the Commonwealth of Pennsylvania and all disputes, claims or controversies arising under this MOU or the negotiations, validity or performance hereof for the transaction contemplated herein shall be construed under and governed by the laws of the Commonwealth of Pennsylvania without giving effect to conflicts of law principles which would result in the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto set their hand(s) and seal(s) the date first above and agree that this MOU accurately describes Mathematica's plan for including Pittsburgh Public Schools in the *Impact Evaluation of Race to the Top and School Improvement Grants*.

MATHEMATICA POLICY RESEARCH, INC.

Julius Clark
Deputy Director of Contracts
Mathematica Policy Research, Inc.

ATTEST:

SCHOOL DISTRICT OF PITTSBURGH

Secretary

By: _____
President

Approved as to Form Only:

Date of Board Approval: _____

By: _____
Solicitor

Attachment A: Schedule of Planned Evaluation Activities

Evaluation Activity	Period
Conduct District Administrator Interviews	Spring 2012; Spring 2013; Spring 2014
Conduct Survey of School Administrator	Spring 2012; Spring 2013; Spring 2014
Collect Student Outcomes Data from Districts	Fall 2012; Fall 2013; Fall 2014

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SCHOOL DISTRICT OF PITTSBURGH DENYING THE APPLICATION FOR THREE RIVERS CHARTER SCHOOL FOR PUBLIC SERVICE BASED UPON THE FOLLOWING CRITERIA:

Described in section 1717-A(e)(2) of the Charter School Law, the review team's recommendation is to deny the application for reasons including, but not limited to:

1. Failure to demonstrate sustainable support by way of current petitions and letters of support from teachers, parents, students and the community.
2. Failure to demonstrate sustainable support at the public hearing.
3. Failure to provide the School District of Pittsburgh with expanded choices in the types of educational opportunities currently being offered.
4. Failure to consider all the information requested in section 1719-A and conform to the legislative intent outlined in section 1702-A.
5. Failure to describe a complete and comprehensive curriculum that is aligned to state standards.
6. Failure to demonstrate that the charter school can serve as a model for other schools in the District.

The administration is hereby directed to provide written notice of the Board's action to the applicant, the Department of Education, and the State Charter School Appeal Board.

**COMMITTEE ON BUSINESS
And
COMMITTEE ON FINANCE**

February 22, 2012

DIRECTORS:

The Committee on Business and Committee on 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. 1690)**
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. 1206)
3. **RESOLVED**, That the following additions and deductions to construction contracts previously approved be adopted. **(Report No. 1207)**
4. **RESOLVED**, That the daily payments made in the month of January in the amount of **\$46,684,544.55** be ratified, the payments having been made in accordance with Rules of the Board and the Public School Code.
5. **RESOLVED**, That the Board of Public Education of the School District of Pittsburgh authorizes its proper officers to purchase travel accident insurance from CIGNA through the Gleason Agency, for the period February 1, 2012 through January 31, 2015 at a three-year, prepaid premium of \$3,339.90, payable from Account No. 001-0201-010-2590-529.
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, 2012 to March 1, 2013, at an annual premium of \$20,132.00 payable from 001-0201-010-2590-523. The School District will pay the premium, but will be reimbursed a percentage of the premium through condominium association members.

7. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to purchase excess Workers' Compensation insurance coverage in accordance with the Commonwealth of Pennsylvania's self-insurance requirements from Star Insurance Company through the Gleason Agency, for the period March 1, 2012 to March 1, 2013. The loss limit is statutory with a \$500,000 retention, at an annual premium of \$186,689, payable from 001-6000-702-2890-529.

B. CONSULTANTS/CONTRACTED SERVICE

1. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to enter into a contract with IKM Incorporated to provide for on-call architectural design and construction administration services, including all required testing and related engineering sub-consultant services, for minimum building modifications required to accommodate the JROTC and CTE classrooms at **Pittsburgh Perry High School**.

The operating period shall be from March 1, 2012 to December 21, 2013. The total contract amount shall not exceed \$22,400 from account line 6300-369-4400-330.

2. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to enter into a contract with Intellispring to provide the Technology Department with a qualified Network Engineer and a Security Administrator during the next 12 months. The Network Engineer position is currently vacant and the District's only Security Administrator will miss extended time over the next several months.

The operating period shall be from March 1, 2012 to February 28, 2013. The total contract amount shall not exceed \$180,000 from account line 5000-010-2240-348.

3. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to enter into a contract with Essex 3 Tabulations, an independent market research company that will provide the District support on the distribution and data entry for the 5th annual Parent Survey. The Parent Survey is an instrument designed to measure parent attitude changes on District initiatives based upon baseline data that was obtained since 2007. Essex 3 Tabulations will provide the District with the following services:

1. design and host web survey;
2. print and mail paper surveys for every household;
3. provide data entry for returned paper surveys;
4. produce electronic data files and data tables to be used in analyzing survey results.

The operating period shall be from February 23, 2012 to June 31 2012. The total contract amount shall not exceed \$8,500 from account line 1500-010-2823-330.

4. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to enter into a contract with Wellco Rehab, Inc. to provide workers' compensation medical case management and vocational rehabilitation services for the period beginning April 1, 2012 through March 31, 2015, with a three (3) year option to renew, in accordance with the District's January 16, 2012 request for proposals and Wellco's proposal dated February 2, 2012. The total annual contract amount shall not exceed \$50,000 from account line 6000-702-2890-330.

C. GENERAL AUTHORIZATIONS

1. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize a Local Government Unit Debt Act resolution to approve the issuance of bonds in an amount not to exceed \$65,675,000 for the advance refunding, in order to achieve debt service savings of at least 3%, net of costs of issuance, over the life of the series, of all or a portion of the School Districts General Obligation Bonds, Series of 2003, Series of 2004, and Series B of 2005 and a new money issue not to exceed \$5,000,000.

See attached Resolution Item C1a.

2. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to accept a donation of three pieces of artwork from the Friends of Art. These pieces were selected by students from the 2011 Associated Artists of Pittsburgh Annual exhibition.

The three pieces that will be added to our permanent collection and made available for display throughout the Pittsburgh Public Schools are itemized below listing the artist name, the title of the piece, the dimensions of the piece, and the individual purchase price with the total value of the five pieces indicated last.

a. Mateer, Penny	"Listen"	88 x 9 x 5	Fiber	\$ 500.00
b. Dinsmore, Grant	"The Scrappers"	18 x 22	Digital Scan Print	\$ 175.00
c. Slagle, Nellie Lou	" Thoughts"	50 x 38	Mixed Media	\$ 3,000.00

Total Value \$3,675.00

These three pieces of artwork are being donated to the Pittsburgh Public Schools at no cost to the District.

3. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to amend General Authorization item #4, previously approved, at the June 23, 2010 Legislative meeting, Committee on Business/Finance.

Reason for Amendment:

To include underwriters who have been actively seeking the District's business, with updates on the market and highlights of opportunities to refinance our debt with potential cost savings, as well as prequalify underwriting services for the issuance of potential refunding bonds and other complex financings that cannot be conducted under a competitive issuance format.

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 May 6, 2010, and the firms' proposals, for a period expiring not later than December 31, 2013, with no option to renew as follows:

- Tier 1: PNC Capital Markets, Janney Montgomery, RBC Capital Markets
- Tier 2: Boenning & Scattergood, Siebert Brandford Shank
- Tier 3: Fifth Third, Raymond James

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.

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 May 6, 2010, and recently submitted restructuring scenarios and proposals, for a period expiring not later than December 31, 2013, with no option to renew as follows:

- Tier 1: PNC Capital Markets, Janney Montgomery, RBC Capital Markets
 - Tier 2: Boenning & Scattergood, Siebert Brandford Shank, **Bank of America/Merrill Lynch**
 - Tier 3: Fifth Third, Raymond James, **Loop Capital**
- 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.

4. **RESOLVED**, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to amend the contract with Goehring Rutter & Boehm, Item #C3, Page 5, Committee on Business/Finance, previously approved at the May 25, 2011 Legislative Meeting.

Reason for Amendment: Increased costs of \$60,000

Original Item:

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to enter into a contract with the law firm of Goehring Rutter & Boehm to represent the School District in various construction, civil rights, and insurance coverage matters as assigned by the Solicitor. These services will be provided at a rate of \$145 to \$185 per hour with a not to exceed amount of \$200,000 annually, plus expenses, from account line 0200-010-2350-330 and shall begin on March 25, 2010 and continue until such time as the Board deems the services are no longer needed. Some of these matters were originally handled by the Law Firm of Smith Cohen & Mork, but will now be handled by Goehring Rutter & Boehm.

Amended Item:

RESOLVED, That the Board of Directors of the School District of Pittsburgh authorize its proper officers to enter into a contract with the law firm of Goehring Rutter & Boehm to represent the School District in various general litigation, construction, civil rights, and insurance coverage matters as assigned by the Solicitor.

These services will be provided at a rate of \$145 to \$185 per hour with a not to exceed amount of **\$260,000** annually, plus expenses, from account line 0200-010-2350-330 and shall begin on March 25, 2010 and continue until such time as the Board deems the services are no longer needed.

Directors have received information on the following:

INFORMATION ITEMS

1. Travel Reimbursement Applications – February 2012
2. Travel Report – January 2012

Respectfully submitted,
Theresa Colaizzi, Chairperson Committee on Business
Floyd McCrea, Chairperson Committee on Finance

**A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS
OF THE SCHOOL DISTRICT OF PITTSBURGH
(ALLEGHENY COUNTY, PENNSYLVANIA)
ADOPTED FEBRUARY 22, 2012**

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

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, REFUNDING SERIES A OF 2012 AND SERIES B OF 2012 IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE HUNDRED MILLION DOLLARS (\$100,000,000); 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 Depository), savings bank, savings and loan association or building and loan association. The authorization set forth above for investment in obligations of the United States of America includes money market funds invested solely in such obligations, including any such funds maintained by the Sinking

Fund 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 A of 2012 and Series B of 2012 (or such other designation as may be deemed appropriate), not to exceed the aggregate principal amount of \$100,000,000, 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 form provided in Section 4.13 and will fall within the definition of "Security" set forth in, and otherwise will be governed by, Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single Bond or several Bonds.

"Bond Counsel" means the Law Offices of Wayne D. Gerhold, Pittsburgh, Pennsylvania and R. Darryl Ponton & Associates, Pittsburgh, Pennsylvania.

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

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

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

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

"Financial Advisor" means Public Financial Management, Inc., One Keystone Plaza, Suite 300, North Front & Market Streets, Harrisburg, PA 17101.

"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 B of 2002; (b) Series of 2003, (c) Series A of 2003; (d) Series of 2004 and (e) Series B of 2005 (collectively the "Prior Bonds"); (2) architectural and engineering design and construction of capital projects and major maintenance of facilities including the School District wide improvements to the grounds, mechanical systems, building interiors and exteriors, in particular to Carrick High School, Colfax K-8, Greenfield K-8, Langley High School, Linden Elementary School Minadeo Elementary School, Pittsburgh Montessori and Schiller Academy; (3) the costs related to the design, bidding and construction for the following: HVAC construction costs for the Administration Building, installation of a new fire alarm system at Allegheny Middle School and purchase and installation of food service equipment at Fulton Elementary School and (4) 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 Bonds and 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 98.00% 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 Financial Advisor dated February 22, 2012, 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: PNC Capital Markets, One PNC Plaza, 249 Fifth Avenue, Pittsburgh, PA 15222; Janney Montgomery Scott LLC, 600 Grant Street, Pittsburgh, PA 15219-2784; RBC Capital Markets, One Logan Square, 17th Floor, 130 North 18th Street, Philadelphia, PA 19103; Boenning & Scattergood, Greentree Plaza, 2025 Greentree Road, Suite 200, Pittsburgh, Pennsylvania, 15220; Siebert Brandford Shank & Co., LLC, Buhl Building, Suite 2250, 535 Griswold Street, Detroit, MI 48226; Fifth Third Securities, Inc.; 600 Superior Avenue East, 6th Floor, Cleveland, OH 44114; Loop Capital, Two

Penn Center, 1500 John F. Kennedy Boulevard, Suite 200, Philadelphia, PA 19102, Bank of America. 1818 Market Street, Philadelphia, PA 19103 or Raymond James & Associates, Inc., 800 Larchmont Road, Pittsburgh, PA 15243.

"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, 445 Fort Pitt Boulevard, Suite 503, Pittsburgh, PA 15219.

"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 \$100,000,000 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 A constitute maximum interest rates and principal amounts per maturity. The final interest rates and principal amounts will be determined and fixed by the Local Government and the Purchaser pursuant to the Purchase Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE SCHOOL DISTRICT OF PITTSBURGH
(ALLEGHENY COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BOND, REFUNDING SERIES A [SERIES B] OF 2012

<u>DATED DATE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CUSIP</u>
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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 A [Series B] of 2012" of the Local Government Unit (the "Bonds"), issued in accordance with the Local Government Unit Debt Act of the General Assembly of the Commonwealth of Pennsylvania, Act of December 19, 1996 (P.L. 1158, No. 177, as amended (the "Debt Act")), pursuant to all the terms and provisions of the formal action of the Local Government Unit (the "Debt Ordinance"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

THE SCHOOL DISTRICT OF
PITTSBURGH

Assistant Secretary

President, Board of Public Education

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the issue of \$_____ The School District of Pittsburgh (Allegheny County, Pennsylvania), General Obligation Bonds, Refunding Series A [Series B] of 2012 authorized by the within-mentioned Debt Ordinance.

The Opinion attached hereto are the opinions of the Law Offices of Wayne D. Gerhold 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

_____, 2012

TEXT OF OPINIONS OF THE LAW OFFICES OF WAYNE D. GERHOLD AND R.
DARRYL PONTON & ASSOCIATES DELIVERED IN RESPECT OF \$_____ THE
SCHOOL DISTRICT OF PITTSBURGH (ALLEGHENY COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BONDS, REFUNDING SERIES A [SERIES B] OF 2012.

[OPINION OF BOND COUNSEL]

[TEXT OF BOND INSURANCE LEGEND, IF ANY]

ASSIGNMENT

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

Please insert Social Security
or other identifying number
of assignee

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

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

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

Dated

Signature(s) Guaranteed:

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

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

ARTICLE 5 -- CONCERNING THE SINKING FUND DEPOSITORY

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

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

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

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

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

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

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

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

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

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

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

--END OF ARTICLE 5--

ARTICLE 6 -- DEFAULTS AND REMEDIES

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

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

Section 6.03. Trustee for Registered Owners.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event that the principal and/or interest due on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, all covenants, agreements and other obligations of the Local Government Unit to the Registered Owners of the Bonds, under this Debt Ordinance and under the Debt Act, shall continue to exist and will run to the benefit of the Insurer, who will be subrogated to the rights of such Registered Owners. Accordingly, the Sinking Fund Depository must abide and follow all instructions of the Insurer for the prompt payment of the principal of and/or interest due on the Bonds to the Registered Owners, including provision of the Register to the Insurer, processing of checks or other remittances on behalf of the Insurer, collection of Bonds and notation of the Insurer's interest as subrogee within its records and on its books. **--END OF ARTICLE 6--**

ARTICLE 7 -- AMENDMENTS AND MODIFICATIONS

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

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

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

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

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

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

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

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

--END OF ARTICLE 7--

ARTICLE 8 -- DISCHARGE OF DEBT ORDINANCE

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

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

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

--END OF ARTICLE 8--

ARTICLE 9 - FEDERAL INCOME TAX COVENANTS

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

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

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

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

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

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

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

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

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

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

--END OF ARTICLE 9--

ARTICLE 10 - FEDERAL SECURITIES LAW COVENANTS

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

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

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

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

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

--END OF ARTICLE 10--

ARTICLE 11 - SALE OF BONDS; SETTLEMENT

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

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

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

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

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

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

The Designated Officers are hereby specifically authorized and directed to establish with 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 Depository to be performed shall for any reason be held to be illegal or invalid or otherwise contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements, but shall in no way otherwise affect the validity of this Debt Ordinance.

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

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

--END OF ARTICLE 12--

DULY ADOPTED by the Governing Body of the Local Government Unit, in
lawful session assembled, on February 22, 2012.

[SEAL]

THE SCHOOL DISTRICT OF PITTSBURGH

President, Board of Public Education

Attest:

Assistant Secretary

EXHIBIT A

DEBT SERVICE AND PRINCIPAL AMORTIZATION SCHEDULE

SCHOOL DISTRICT OF PITTSBURGH
SERIES OF 2012
MAX PARAMETERS

1	2	3	4	5	6
<u>Date</u>	<u>Max Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
9/1/2012	500,000	6.000	2,350,000.00	2,850,000.00	2,850,000.00
3/1/2013			2,985,000.00	2,985,000.00	
9/1/2013	6,600,000	6.000	2,985,000.00	9,585,000.00	12,570,000.00
3/1/2014			2,787,000.00	2,787,000.00	
9/1/2014	10,130,000	6.000	2,787,000.00	12,917,000.00	15,704,000.00
3/1/2015			2,483,100.00	2,483,100.00	
9/1/2015	3,765,000	6.000	2,483,100.00	6,248,100.00	8,731,200.00
3/1/2016			2,370,150.00	2,370,150.00	
9/1/2016	6,585,000	6.000	2,370,150.00	8,955,150.00	11,325,300.00
3/1/2017			2,172,600.00	2,172,600.00	
9/1/2017	6,670,000	6.000	2,172,600.00	8,842,600.00	11,015,200.00
3/1/2018			1,972,500.00	1,972,500.00	
9/1/2018	9,765,000	6.000	1,972,500.00	11,737,500.00	13,710,000.00
3/1/2019			1,679,550.00	1,679,550.00	
9/1/2019	15,710,000	6.000	1,679,550.00	17,389,550.00	19,069,100.00
3/1/2020			1,208,250.00	1,208,250.00	
9/1/2020	12,455,000	6.000	1,208,250.00	13,663,250.00	14,871,500.00
3/1/2021			834,600.00	834,600.00	
9/1/2021	8,330,000	6.000	834,600.00	9,164,600.00	9,999,200.00
3/1/2022			584,700.00	584,700.00	
9/1/2022	5,275,000	6.000	584,700.00	5,859,700.00	6,444,400.00
3/1/2023			426,450.00	426,450.00	
9/1/2023	5,840,000	6.000	426,450.00	6,266,450.00	6,692,900.00
3/1/2024			251,250.00	251,250.00	
9/1/2024	5,545,000	6.000	251,250.00	5,796,250.00	6,047,500.00
3/1/2025			84,900.00	84,900.00	
9/1/2025	2,830,000	6.000	84,900.00	2,914,900.00	2,999,800.00
TOTALS	100,000,000		42,030,100.00	142,030,100.00	142,030,100.00

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

See Next Page

C E R T I F I C A T E

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

	Yes	No	Abstain	Absent
Sherry Hazuda	_____	_____	_____	_____
Sharene Shealey	_____	_____	_____	_____
Thomas Sumpter	_____	_____	_____	_____
Dr. Regina Holley	_____	_____	_____	_____
Mark Brentley, Sr.	_____	_____	_____	_____
Theresa Colaizzi	_____	_____	_____	_____
Jean Fink	_____	_____	_____	_____
William Isler	_____	_____	_____	_____
Floyd McCrea	_____	_____	_____	_____

WITNESS my hand and seal of the Local Government Unit this _____ day of _____, 2012.

THE SCHOOL DISTRICT OF PITTSBURGH

[SEAL]

Assistant Secretary

PURCHASING REPORT #1690

Sealed bids were opened in Conference Room A of the Administration Building , 341 South Bellefield Avenue at 11:00 A.M. on Tuesday, December 20, 2011. 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.

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INQUIRY #8706 VARIOUS LOCATIONS

CELLULAR VOICE AND DATA SERVICES--Contract for the purchase of cellular voice and data services for a period of three (3) years from July1, 2012 to June 30, 2015.

2 Bids Received

ITEMS 3, 4, 7, 8, 11

SUPPLIER	TOTAL LOT PRICE
<u>Sprint Solutions, Inc</u>	<u>\$185,655.00</u>
AT & T Mobility	\$221,400.00

ITEMS 8, 9, 10, & 11

SUPPLIER	TOTAL LOT PRICE
<u>AT & T Mobility</u>	<u>\$82,500.00</u>
Sprint Solutions, Inc.	\$91,779.00

The award of items 8 and 11 were shared due to compatibility and required technical support. It is recommended that items 1, 2, 5, and 6 be rejected.

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FEBRUARY RESOLUTIONS

SOFTWARE:

ChildPlus Software

Authorization is requested to enter into a contract with ChildPlus Software. for the period of one (1) year from April 1, 2012 through March 31, 2013 for the renewal of software to be used by Early Childhood Personnel to track student data for the Federal Government's Program Information Report. In addition, the software provides a comprehensive database that allows staff to track child attendance, immunization and health records, disability/mental health profiles, etc. Total cost not to exceed \$29,601.00 chargeable to Account Numbers 005-4000-18R-1802-650, 005-4801-19R-1802-650, 005-4800-20R-1802-650, 005-4000-21R-1802-650.

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SPORTS:

Football Helmet Reconditioning

Authorization is requested to enter into a contract with Riddell for reconditioning football helmets for the period of eight (8) months from April 1, 2012 through December 31, 2012 for use at various locations. Total cost not to exceed \$12,352.50 chargeable to Account Number 001-4815-010-3250-760.

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Business/Finance Committee

Action Item A2
February 22, 2012

REPORT NUMBER 1206

TABULATION OF BIDS

Committee on Operations

Directors:

Sealed bids were opened on January 17, 2012. All bids are tabulated and kept on file in the office of the Director, Facilities/Plant Operations 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 awards are made on the basis of a firm's technical capabilities, expertise and workload.

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

- (a) **PITTSBURGH GRANDVIEW**
 Plumbing Work
 Project MS11-124-32
 Account 136-6300-369-4630-450
 Backflow Preventers
 Total Project Estimate: \$49,694

Contractor	Base Bid
<u>East End Plumbing & Mechanical, Inc.</u>	<u>\$38,600</u>
AMB, Inc.	42,000
DeFinis Mechanical Contractors, LLC	42,600
East West Manufacturing & Supply Co.	49,200
W. G. Tomko, Inc.	50,580
Mele Mechanical	56,300
Wheels Mechanical	64,000
McRandal Co.	64,750

It is recommended that the bid be awarded to the lowest responsible bidder as follows:
 East End Plumbing & Mechanical, Inc. for \$38,600.

CHANGE ORDER REPORT 1207
Approvals recommended in accordance with
Change Order Policy effective date 2/23/11

SCHOOL NAME	DESCRIPTION	ADD \$	DEDUCT \$	APPROVAL
PITTSBURGH PERRY HIGH SCHOOL East West Manufacturing & Supply Co. 0F1233	Replacement of safety relief valves on existing boiler Number 2. Required due to failure of existing valves.	\$ 1,758.00		Director of Facilities/Plant Operations
PITTSBURGH WEST LIBERTY K-5 Merit Electrical Group 0F1217	Replacement of two digital duct detectors that were originally planned for reuse. Existing digital duct detectors planned for reuse found to be incompatible with new fire alarm system.	\$ 1,636.11		Director of Facilities/Plant Operations
PITTSBURGH WESTINGHOUSE Emmocon Corporation 0F1238	Work deleted from contract. The following work was deleted: 1. Exterior signage 2. Interior wall and stairwell paint/graphics 3. Window film at security office 4. Locker installation		\$ 2,100.00	Director of Facilities/Plant Operations
TOTAL		\$ 3,394.11	\$ 2,100.00	

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HUMAN RESOURCES REPORT OF THE SUPERINTENDENT OF SCHOOLS

REPORT NO. 4768

February 22, 2012

From: Superintendent of Schools

To: Board of Public Education

The following personnel changes are recommended for the action of the Board. All promotions listed in these minutes are subject to the provisions of Board Rules.

A. New Appointments

Salaried Employees

<u>Name</u>	<u>Position</u>	<u>Salary per month</u>	<u>Date</u>
1. Gorniak, Amanda	Instructor Stevens	\$ 4000.00 (001-01)	02-06-12 to 06-15-12
2. Istik, Anthony	Instructor South Hills	\$ 4000.00 (001-01)	02-16-12 to 06-15-12
3. Randall, Jonetta	School Nurse Health Services	\$ 4823.00 (002-06)	02-06-12
4. Sayles, Jessica	Project Manager Oliver	\$ 5770.35 (007-01)	02-23-12 to 08-31-12
5. Schmidt, Vincent	Instructor Milliones 6-12 @ (University Prep)	\$ 4000.00 (001-01)	02-06-12 to 06-15-12

Hourly Employees

<u>Name</u>	<u>Position</u>	<u>Rate per hour</u>	<u>Date</u>
1. Gardner, Channell	Food Service Worker Substitute	\$ 7.62	02-06-12
2. Livesey, Mary	Food Service Worker- New, Langley	\$ 12.41	01-25-12
3. Mack, Carla	Supervisory Aide I Lincoln	\$ 8.88	02-01-12
4. Martin, Dariece	Supervisory Aide I Manchester	\$ 8.88	01-25-12
5. Williams, Gloria	Food Service Worker Substitute	\$ 7.62	01-25-12

B. Reassignments From Leave of Absence

Salaried Employees

<u>Name</u>	<u>Position</u>	<u>Salary per month</u>	<u>Date</u>
1. Bateman, Gwyneth	Teacher Colfax ALA	\$ 8350.00 (003-11)	02-21-12
2. Bell, Jason	Educational Assistant III Emotional Support Aide Milliones 6-12 @ (University Prep)	\$ 3446.00 (03A-03)	01-30-12
3. Bigelow, Heather	Student Data Systems Specialist, Arlington ALA	\$ 2170.86 (007-05)	01-24-12
4. Daugherty, Sara	Educational Audiologist Special Education	\$ 5117.00 (005-07)	02-15-12
5. DeRobio, Wendy	Teacher Northview ALA	\$ 6684.50 (002-10)	01-13-12

6. Harris, Debra	Classroom Assistant Pioneer	\$ 3148.00 (CLA-04)	01-19-12
7. Kapinskis, Christina	Teacher Special Education	\$ 5209.00 (002-09)	02-01-12
8. Maione, Michelle	Curriculum Coach Carmalt	\$ 8280.00 (002-11)	02-01-12
9. Panasko, Jennifer	Teacher Langley	\$ 8280.00 (002-11)	01-30-12
10. Penneybaker, Kara	Preschool Assistant Crescent ECC	\$ 2844.00 (001-03)	02-01-12
11. Piso, Paul	Teacher Perry	\$ 8770.00 (003-11)	02-01-12
12. Putaro, Natasha	Preschool Teacher III Special Education	\$ 5042.00 (002-08)	02-06-12
13. Reynolds, Casey	Curriculum Coordinator Career Development	\$ 7341.96 (003-01)	02-01-12
14. Simpson, Barbara	Student Data Systems Specialist, Roosevelt	\$ 2063.42 (007-03)	01-23-12
15. Tomasko, Paul	Security Aide School Safety	\$ 3275.00 (SA-03)	02-06-12
16. Wick, Wendy	Teacher Greenfield	\$ 5179.00 (002-09)	01-19-12
17. Wittman, Melanie	Workers' Compensation/ Risk Manager, Finance	\$ 5770.35 (007-01)	02-16-12

Hourly

<u>Name</u>	<u>Position</u>	<u>Hourly</u>	<u>Date</u>
18. Bochter, Robert	Custodian 5 Schaeffer Primary	\$ 22.67	02-13-12
19. Stacy, Gary	Automotive Equipment Operator I, Service Center	\$ 21.79	02-06-12

C. Full-Time Substitutes

<u>Name</u>	<u>Position</u>	<u>Per month</u>	<u>Date</u>
1. Adair, Erin	Preschool Teacher III	\$ 3812.00 (001-01)	01-26-12
2. Carlgren, Brittany	Roosevelt	\$ 3686.00 (FTS-01)	02-01-12
3. Hanner, Yvonne	Miller	\$ 3686.00 (FTS-01)	02-07-12
4. Hicks, Jessica	Perry	\$ 3686.00 (FTS-01)	01-31-12
5. Hodgson, Paige	Arsenal Middle	\$ 3686.00 (FTS-01)	02-03-12
6. Kuczma, Eric	Teaching Institute @ Brashear	\$ 3686.00 (FTS-01)	02-01-12
7. Mason, Shaneka	Teaching Institute @ King	\$ 3686.00 (FTS-01)	02-03-12
8. Patterson, Lowell	Sterrett	\$ 3686.00 (FTS-01)	01-31-12
9. Parks, Ellsworth	Teaching Institute @ King	\$ 3985.00 (FTS-03)	01-25-12
10. Perhac, Vicki	Greenfield	\$ 3758.00 (FTS-02)	01-17-12
11. Shaw, Michael	Allderdice	\$ 3985.00 (FTS-03)	02-02-12
12. Sturdivant, Naima	Schaeffer Intermediate	\$ 3686.00 (FTS-01)	01-27-12
13. Tutko, Rebecca	Teaching Institute @ Brashear	\$ 3686.00 (FTS-01)	01-27-12

D. Part Time Substitutes
(No Action)

E. Day-To-Day Substitutes

	<u>Name</u>	<u>Position</u>	<u>Per day</u>	<u>Date</u>
1.	Atwood, Chelsea	Teacher Substitute	\$ 100.00	01-19-12
2.	Baierl, Kelly	Teacher Substitute	\$ 100.00	02-07-12
3.	Bey, Kaniema	Teacher Substitute	\$ 100.00	01-26-12
4.	Crawford, Dale	Teacher Substitute	\$ 100.00	01-20-12
5.	Edelman, Rebecca	Teacher Substitute	\$ 100.00	01-19-12
6.	Fettis, Lynnette	Counselor Substitute	\$ 103.82	02-02-12
7.	Flenory, Brice	Teacher Substitute	\$ 100.00	02-06-12
8.	Garvin, Katherine	Teacher Substitute	\$ 100.00	01-19-12
9.	Hunt, Jazmin	Teacher Substitute	\$ 100.00	01-27-12
10.	Johnston, Katherine	Teacher Substitute	\$ 100.00	01-31-12
11.	Keene, Harriet	Teacher Substitute	\$ 100.00	01-20-12
12.	Kovnat, Lindsay	Teacher Substitute	\$ 100.00	01-19-12
13.	Lowrey, Ashley	Teacher Substitute	\$ 100.00	02-08-12

14.	McCullough, Amy	Teacher Substitute	\$ 100.00	02-02-12
15.	Meyer, Emily	Teacher Substitute	\$ 100.00	02-02-12
16.	Mullen, Bonita	Teacher Substitute	\$ 100.00	02-02-11
17.	Neiderhauser, Kelly	Teacher Substitute	\$ 100.00	01-19-12
18.	Povis, Brenton	Teacher Substitute	\$ 100.00	02-20-12
19.	Rash, Janiece	Teacher Substitute	\$ 100.00	02-08-12
20.	Roberts, Jason	Teacher Substitute	\$ 100.00	02-02-12
21.	Rook, Adam	Teacher Substitute	\$ 100.00	02-02-12
22.	Rost, Kristin	Teacher Substitute	\$ 100.00	02-07-12
23.	Sayles, Jessica	Teacher Substitute	\$ 100.00	02-08-12
24.	Scherloun, Lindsey	Teacher Substitute	\$ 100.00	01-20-12
25.	Schmidt, Vincent	Teacher Substitute	\$ 100.00	01-19-12
26.	Scorzafave, Lauren	Teacher Substitute	\$ 100.00	02-02-12
27.	Simon, Elyss	Teacher Substitute	\$ 100.00	01-19-12
28.	Smeltzer, Samuel	Teacher Substitute	\$ 100.00	01-19-12
29.	Smith, Amy	Teacher Substitute	\$ 100.00	02-02-12

30.	Snook, Elizabeth	Teacher Substitute	\$ 100.00	01-19-12
31.	Stalezynski, Larissa	Teacher Substitute	\$ 100.00	02-08-12
32.	Torcaso, Lisa	Teacher Substitute	\$ 100.00	02-08-12
33.	Yost, Kalee	Teacher Substitute	\$ 100.00	01-24-12

F. Reinstatements

1.	Colland, Robert	Teacher Carrick		01-31-12
2.	Grodes, Jennifer	Classroom Assistant, Life Skills Special Education		02-06-12
3.	Lewis-Nelson, Margo	Educational Assistant III Learning Support Aide Spring Hill		02-15-12
4.	Perry, Ronnell	.5 Student Data Systems Specialist West Liberty		02-17-12

G. Retirements

<u>Name</u>	<u>Position</u>	<u>Date</u>	<u>Reason</u>
1. Baldock, Carol	Teacher Allderdice	06-18-12	Ret. Allowance
2. Bennett, Viola	Light Cleaner Faison	02-18-12	Early Ret. Allowance
3. Bizub, Dale	Librarian Allderdice	06-18-12	Early Ret. Allowance
4. Blumenfeld, Lea	Librarian Stevens	02-01-12	Ret. Allowance
5. Bogaty, Richard	Teacher Allderdice	06-18-12	Early Ret. Allowance

6. Bookman, Marsha	Occupational Therapist Pioneer	06-18-12	Ret. Allowance
7. Colen, Mary Jane	Teacher South Brook	06-18-12	Ret. Allowance
8. Couch, Suzanna	Librarian Carmalt	06-18-12	Early Ret. Allowance
9. Crisanti, Kathleen	School Nurse Health Services	06-18-12	Ret. Allowance
10. Curd, Ronald	Light Cleaner Faison	03-16-12	Early Ret. Allowance
11. Cushin, Debra	Teacher South Brook	06-18-12	Early Ret. Allowance
12. DeChicchis, Amelia	Teacher Allderdice	06-18-12	Ret. Allowance
13. DiPetro, Thomas	Teacher Stevens	06-18-12	Early Ret. Allowance
14. Dolansky, Susan	Teacher Westwood	06-18-12	Early Ret. Allowance
15. Dudley, Darnell	Teacher Sunnyside	06-18-12	Ret. Allowance
16. Farber, Nancy	Teacher Pgh. Gifted	06-18-12	Ret. Allowance
17. Flynn, Edward	Teacher Allderdice	06-18-12	Ret. Allowance
18. Gailey, Billie	Teacher Arsenal Middle	06-18-12	Ret. Allowance
19. Hoist, Ann	School Nurse Health Services	06-18-12	Ret. Allowance
20. Karpa, Elyse	Teacher Allegheny Middle	06-18-12	Early Ret. Allowance
21. Kuehner, Russell	Teacher Pgh. CAPA	06-18-12	Early Ret. Allowance
22. Kukic, Dianne	Counselor Spring Hill	02-01-12	Ret. Allowance

23. Lazur, Mark	Teacher Pgh. Obama 6-12	06-18-12	Early Ret. Allowance
24. Lowe, James	Teacher Allderdice	06-18-12	Ret. Allowance
25. McClellan, Vivienne	Teacher Stevens	02-01-12	Early Ret. Allowance
26. Meigs, Helen	Teacher Allderdice	06-18-12	Ret. Allowance
27. Moses, Mary	Education Coordinator Early Childhood	01-25-12	Ret. Allowance
28. Muraska, Marianne	Teacher Student Achievement Center	06-18-12	Early Ret. Allowance
29. Ondrejko, Fred	Vocational Rehabilitation Special Education	06-18-12	Early Ret. Allowance
30. Perry, Anitamarie	Teacher Allegheny Middle	06-18-12	Early Ret. Allowance
31. Piso, Paul	Teacher Perry	02-13-12	Ret. Allowance
32. Quinlan, Ward	Teacher Teaching Institute @ Brashear	06-18-12	Early Ret. Allowance
33. Randolph, Darrell	Personal Care Aide Faison	02-01-12	Early Ret. Allowance
34. Real, Francis	Teacher Allderdice	06-18-12	Early Ret. Allowance
35. Robinson, Regina	Chief Lunch Aide Miller	02-04-12	Early Ret. Allowance
36. Rodgers, John	Teacher Milliones 6-12 @ (University Prep)	06-18-12	Ret. Allowance
37. Rubinsky, Ellen	Teacher Arlington ALA	06-18-12	Ret. Allowance

38. Slaughter, Ella	Teacher Teaching Institute @ Brashear	06-18-12	Ret. Allowance
39. Sylvester, Gregory	Teacher Curriculum & Instruction	03-21-12	Early Ret. Allowance
40. Taylor, William Jr.	Teacher Carmalt	06-18-12	Ret. Allowance
41. Turpin, Vinessa	Teacher Sterrett	06-18-12	Ret. Allowance
42. Walker, Margaret	Teacher Carmalt	06-18-12	Ret. Allowance

H. Resignations

<u>Name</u>	<u>Position</u>	<u>Date</u>	<u>Reason</u>
1. Atkins, Deobrah	Parent Engagement Specialist, Teaching Institute @ Brashear	02-10-12	Personal
2. Armenti, Joelle	Teacher Allderdice	02-13-12	Personal
3. Bacon, Debra	Teacher Teaching Institute @ Brashear	02-16-12	Personal
4. Berta, Rosanne	Librarian .5 Schaeffer/.5 Teaching Institute @ King	02-01-12	Personal
5. Branch, Alexis	Teacher South Hills Middle	02-01-12	Personal
6. Cuffe, Asia	Personal Care Assistant Schaeffer Primary	01-23-12	Personal
7. Dorfzaun, Cindi	Teacher Perry	02-01-12	Personal

8. Doychak, Lynn	Teacher Arsenal Middle	02-01-12	Personal
9. Edmonds, Tonya	Teacher Pgh. Science & Technology	03-05-12	Personal
10. Guidi, Sharon	Teacher Teaching Institute @ King	12-16-11	Personal
11. Hammond, Shawna	Food Service Worker Substitute	10-01-11	Personal
12. Jockel, Mark	Teacher Langley	02-03-12	Personal
13. Jones, Lisa	Teacher Carrick	01-31-12	Personal
14. Kos, Jessica	Teacher Pgh. Science & Technology	02-02-12	Personal
15. Mayfield, Afi	Teacher Milliones 6-12 @ (University Prep)	02-01-12	Personal
16. Murphy-Olatunji, Denise	Student Services Assistant Allegheny Elementary	02-08-12	Personal
17. Oberst, Terry	Teacher Schiller	02-01-12	Personal
18. Phipps, Rebecca	Teacher Allegheny Elementary	02-01-12	Personal
19. Randolph, Kathleen	Teacher Pgh. Science & Technology	02-02-12	Personal
20. Readshaw-Binek, Malinda	Educational Assistant I Life Skills, Special Education	02-01-12	Personal
21. Schmidt, Emily	Teacher Teaching Institute @ King	02-01-12	Personal
22. Vogel, Robert	Teacher Pgh. CAPA	02-01-12	Personal
23. Wertheim, Steven	Teacher Langley	01-31-12	Personal

I. Terminations

<u>Name</u>	<u>Position</u>	<u>Date</u>
1. Davis, Toylynn	Human Resource Assistant II Human Resources	02-06-12

J. Full-Time Substitutes Released

<u>Name</u>	<u>Position</u>	<u>Dates</u>
1. Binion, Della	Arlington ALA	02-01-12
2. Goodman, Rosalind	Langley	02-01-12
3. Graham, David	Career Development	01-23-12
4. Hicks, Jessica	Perry	02-01-12
5. Istik, Anthony	Carmalt	02-01-12
6. Juran, Ryan	Special Education	01-09-12
7. Lewis, Amanda	Milliones 6-12 @ (University Prep)	01-23-12
8. Ly, David	Brookline	01-03-12
9. Marchetti, Rachel	Greenfield	01-10-12
10. Musico, Amy	Allegheny Middle	02-01-12
11. Perhac, Vicki	Greenfield	01-03-12
12. Shaw, Michael	Allderdice	02-03-12
13. Sturdivant, Naima	Schaeffer Intermediate	02-01-12

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

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

M. Sabbatical Leaves of Absence
(No Action)

N. Leaves of Absence

<u>Name</u>	<u>Position</u>	<u>Dates</u>	<u>Reason</u>
1. Abul-Ela-Calabrese Christina	Teacher Pgh. Westinghouse	02-16-12 to 06-15-12	Health
2. Bottegal, Karen	Teacher .4 Weil ALA/ .4 Fort Pitt ALA/ .2 Schaeffer	02-01-12 to 06-15-12	Personal
3. Castillo, Kristen	Teacher Phillip	02-01-12 to 06-15-12	Personal
4. Dreger, Kathryn	Teacher Conroy	01-31-12 to 06-15-12	Personal
5. Long, Michele	Light Cleaner-New Service Center	02-02-12 to 05-02-12	Health
6. Mayfield, Nina	Teacher Milliones 6-12 @ (University Prep)	02-15-12 to 02-15-13	Health
7. Pollard, Sandra	Fireman B Lincoln	01-11-12 to 04-13-12	Health
8. Ralph, Antoinette	Educational Assistant I Preschool Assistant Spring Garden ECC	02-24-12 to 06-15-12	Personal
9. Venus, Nichole	Speech Therapist Special Education	02-27-12 to 02-22-13	Personal

O. Transfers From Temporary Professional to Professional Status

- a) The following temporary professional employee(s) have rendered satisfactory service for three years and are entitled to professional status effective February 2012 unless otherwise indicated:

<u>Name:</u>	<u>Location:</u>
1. Adams, Meredith	Colfax ALA
2. Albert, Kelly	Weil ALA
3. Allen, Mary	Beechwood
4. Arms, Erika	Arlington ALA
5. Bastide, Nicole	Banksville
6. Blackhurst, Lori	.6 Banksville / .4 Murray ALA
7. Bright, Lydia	Westinghouse
8. Capozzoli, Renata	Weil ALA
9. Churilla, James	Faison
10. Collier, Victoria	South Brook
11. Collins, Katelyn Knox	Early Childhood
12. Cunningham, Leigh	Special Education
13. Desiderio, Jennifer Linn	Dilworth
14. Flurry, Kim	Faison
15. Foley, Paula	Pgh. Classical
16. Frank, Mary Ellen	Linden
17. Fuchs, Derek	Roosevelt
18. Harlacher, Michael	Milliones @ (University Prep)
19. Holloway, Ronald	Weil ALA
20. Mahoney, Lisa	Manchester
21. Mamrose, Andrea	Stevens
22. Manganas, Eugenia	Arlington ALA
23. Mason, Amy	Teaching Institute @ Brashear
24. Matthews, Kara	Colfax ALA
25. McCann, Brittany Fallon	Special Ed. - Administration
26. McCarthy, Megan	Schaeffer Primary
27. McCrohan, Tara	Special Ed. - Administration
28. McGogney, Timothy M	Administration Building
29. McIntyre, Emily	McNaugher
30. Metikosh, Michael	Career Development

31. Pergantis, Stephanie	Colfax ALA
32. Ramgopal, Kalpana	Perry
33. Rau, Adria M	Roosevelt
34. Richards, Diane	Faison
35. Schanck, Bernadette	Allegheny K-5
36. Shaahid, Darnell	Morrow
37. Simko-Zeminski, Sarah	Arlington ALA
38. Smith, Teresa	Sterrett
39. Spears, K'tohri N	Faison
40. Stratiff, Kimberly S	Milliones @ University Prep
41. Sullivan, Lynda	Arlington ALA
42. Washabaugh, Michelle R	Conroy
43. Yurcho, Joseph P	Mifflin

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

Salary Employees

<u>Name</u>	<u>Position</u>	<u>Date</u>
1. Morant, Mary	Educational Assistant I, School Support Aide Lincoln to Educational Assistant I, Preschool Assistant, Early Childhood	02-06-12
2. Vacsulka, Nicholas	(Acting) Chief, Plant Operations to to Chief Plant Operations	02-23-12

Hourly Employees

<u>Name</u>	<u>Position</u>	<u>Date</u>
1. Bochter, Robert	Custodian 5, Schaeffer Primary to Custodian 5, Chartiers ECC	02-13-12
2. Foster, LaShawn	Light Cleaner-New, Plant Operations to Light Cleaner-New, Allderdice	12-05-11

3.	Foster, Shawn	Light Cleaner-New, Plant Operations to Light Cleaner-New, Murray ALA	12-05-11
4.	Gray, Stacey	Personal Care Aide, Oliver to Supervisory Aide I, Schaeffer Primary	01-25-12
5.	Henderson, Cheryl	Lunch Aide, Lincoln to Lunch Aide, Sunnyside	02-09-12
6.	Jones, Lawrence	Custodian 4, Schaeffer Intermediate to (Acting) Custodian 4, Manchester	02-13-12
7.	Kenney, Donna	Fireman B, Northview ALA to Fireman B, Manchester	02-13-12
8.	Pinckney, Robert	Light Cleaner-New, Plant Operations to Light Cleaner-New, Pgh. CAPA	12-05-11

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

Salary Employees

	<u>Name and Position</u>	<u>per month</u>	<u>Date</u>	<u>Reason</u>
1.	Abbott, Kellie Co-Principal, Westinghouse to Curriculum, Coach, Langley	\$ 4407.00 (001-05)	02-01-12	Transfer
2.	Anderson, Sara Full-time Substitute Teacher, Substitute Services to Instructor, Teaching Institute @ King	\$ 4000.00 (001-01)	02-16-12 to 06-15-12	Vacancy
3.	Cujas, Melissa Preschool Coach, Early Childhood to (Acting) Education Coordinator, Early Childhood	\$ 4800.00 (001-04)	02-06-12	M. Moses Retired
4.	Elbaum, Lucas Full-time Substitute Teacher, Substitute Services to Instructor, South Hills	\$ 4000.00 (001-01)	02-16-12 to 06-15-12	M. Kanyumba resigned

5.	Lynch, Jamie Full-time Substitute Teacher, Substitute Services to Instructor, Teaching Institute @ King	\$ 4000.00 (001-01)	02-16-12 to 06-15-12	Vacancy
6.	Moriarty-Arrington, Nikia Educational Assistant III, Learning Support Aide, Spring Hill to Student Services Assistant, Allegheny Elementary	\$ 4201.00 (STU-07)	02-15-12	Vacancy
7.	Walker, Curtistine Coordinator of Food Services, Plant Operations to, (Acting) Director of Food Services, Plant Operations	\$ 7219.70 (004-01)	02-23-12	Vacancy

Hourly Employees

	<u>Name and Position</u>	<u>Rate per hour</u>	<u>Date</u>	<u>Reason</u>
8.	Berardelli, Paul Heavy Cleaner Fireman, Carrick to Fireman B, Langley	\$ 20.14	02-13-12	J. Estep transferred
9.	Coates, Barbara Light Cleaner New, Teaching Institute @ King to Light Cleaner/Laundry Worker, Pgh. Westinghouse	\$ 22.57	02-13-12	D. Stribling retired
10.	Einloth, Thomas Custodian 3, Murray ALA to Custodian 5, South Transition Center	\$ 22.57	02-13-12	Z. Jones retired
11.	Giles, Samuel Heavy Cleaner Fireman, Colfax ALA to Fireman B, Spring Garden ECC/ Pgh. CAPA	\$ 20.14	02-13-12	D. Meeder transferred

R. Supplemental Appointments

Interns

1. That the following person be approved to work as an Intern until June 30, 2012 at the rate of \$10.00 per hour.

<u>Name</u>	<u>Location</u>	<u>Date</u>
a) Brenner, Kelsey	Phillips	02-01-12
b) Caruso, Kayla	Roosevelt	01-25-12
c) Mark, Ryan	Phillips	01-27-12
d) Monroe, Teresa	Phillips	02-09-12
e) Pinski, Leeanne	Phillips	02-01-12

Travel Waivers

1. That the Board approve a travel waiver for Sam Franklin, Executive Director of the Office of Teacher Effectiveness, to the following destination: Washington, DC for the Teacher Incentive Fund Annual Conference on February 7-8, 2012. Sam Franklin has already traveled to Aspen, CO from July 13th through July 15th for the Aspen Institute's Education and Society Program (3 days of travel). He has also traveled to Seattle, WA from July 18th through July 21st for the Bill and Melinda Gates Foundation's Empowering Effective Teacher's convening of school district grant recipients (4 days of travel). Sam also traveled to Anaheim, CA from December 5th through 7th for the Annual Learning Forward Conference (3 days of travel). Sam traveled to Washington, DC for the Assessing and Improving Teacher Effectiveness through Observation Convening on January 5th and 6th, 2012 (2 days) and Harrisburg, PA on January 13th for the PA Dept. of Education Workgroup Convening (1 day of travel). Sam Franklin's travel days will total 15 days. The total payment amount shall not exceed \$2,000 from account # 1211 24Q 2831 582. These funds are from the TIF grant and are at no cost to the District.

Payments Authorized

1. That the Board approval a request for five (5) STEM Concentration Teachers at the Pittsburgh Science & Technology Academy to write curriculum for the "Executive Experience" course. This work will be completed by the SciTech Concentration Teachers, to work for five (5) days after the end of school year (approximately June 18th-June 22nd). Each teacher will be paid for 35 hours each at \$23.32 per hour. The total payments amount shall not exceed \$4,081 from account # 4307 14N 2271 125. These funds are from the DSF grant and are at no cost to the District.
2. That the Board approve a request for one (1) student at the Pittsburgh Science & Technology Academy to work alongside our Technology Specialist during the summer to ensure that our student laptops are prepared for the 2012-2013 school year. This work includes the maintenance of laptop carts, documentation work and testing. The student identified for this opportunity is currently in the Computers & Connections concentration. He was chosen because he excels in this field of study and he volunteered his time to help with building technology initiatives throughout the school year. This student also worked in this role during the summer of 2011. The student identified will work at the Pittsburgh Science & Technology Academy from June 25, 2012 to August 17, 2012. The total payment amount shall not exceed \$2,730 from account # 4307 14S 1490 187. These funds are from the DSF grant and are at no cost to the District.
3. That the Board Approve a request for Pittsburgh Fulton Pre K-5 to pay two (2) substitute teachers (Jennifer Johnson and Megan Desmond) to provide small group for (4) days per week. The teachers will tutor up to 50 students during the day, facilitating one-on-one and small group instruction based on the students' needs in reading and math. The program will commence February 24, 2012 and end the week of June 14, 2012. The total payments amount shall not exceed \$18,000.00 from account # 4134 16R 1190 123.
4. That the Board Approve additional work at workshop rate of \$23.32 per hour for up to twelve (12) Elementary Special Education teachers for work not to exceed 260 hours in total. Teachers will write Individual Education Plans (IEPs) for up to 130 students transitioning from Early Intervention to Kindergarten for the 2012/2013 school year. This process will be more cost effective than Early Intervention billing the Program for Students with Exceptionalities for the writing of school age IEPs. The total payment amount shall not exceed \$6068.40 from account # 5141 01B 1241 124.

5. That the Board Approve a request for the following persons be approved as Camp Directors, Camp Operations Managers, Curriculum Coaches, and Activities Specialists for the 2012 Summer Dreamers Academy. The camp will be open to Pittsburgh Public School students in K – 8th grade during the 2011 – 2012 school year. The camp will be offered Monday – Friday from July 16, 2012 – August 17, 2012. Leadership team members will participate up to 60 hours of pre-camp work and professional development, 25 days of full-day work during camp (7:30 am – 4:30 pm), and up to 16 hours of wrap-up work.

Name	Position
Tracy Calhoun	Camp Director
Andrea Germansky	Camp Director
Jennifer Herr	Camp Director
Colleen Mackin	Camp Operations Manager - Attendance & Data
Lisa Stewart	Camp Operations Manager - Attendance & Data
Lenora Wittman	Camp Operations Manager - Attendance & Data
Ebony Latham	Camp Operations Manager - Operations & Logistics
LaKeshia Lowry	Camp Operations Manager - Operations & Logistics
Jane Muller	Camp Operations Manager - Operations & Logistics
Ronnie Holloway	Curriculum Coach K – 4 th Grade ELA
Lydia Mitchell	Curriculum Coach K – 4 th Grade ELA
Sharon Speicher	Curriculum Coach K – 4 th Grade ELA
Jennifer Dresmich	Curriculum Coach 5 th -8 th Grade ELA
Matthew Kruth	Curriculum Coach 5 th -8 th Grade ELA
Sarah Linan	Curriculum Coach 5 th -8 th Grade ELA
Michele Rhodes	Curriculum Coach K – 4 th Grade Math
Stacy Riggel-El Sabbagh	Curriculum Coach K – 4 th Grade Math
Rhonda Threet	Curriculum Coach K – 4 th Grade Math
Mark Cohen	Curriculum Coach 5 th -8 th Grade Math
Rosemary Schmitt	Curriculum Coach 5 th -8 th Grade Math
Michaelene Sepesy	Curriculum Coach 5 th -8 th Grade Math
Amber Hinton	Activity Specialist
Jeffrey Igims	Activity Specialist
Danielle Leach	Activity Specialist

That the following persons be approved to be on a waiting list for leadership team positions with the 2011- 2012 Summer Dreamers Academy. The camp will be open to Pittsburgh Public School students in K – 8th grade during the 2011 – 2012 school year. The camp will be offered Monday – Friday from July 16, 2012 – August 17, 2012.

Name	Position
Misty Doy	Camp Director
Marlene Cabiness	Camp Operations Manager - Operations & Logistics

S. Miscellaneous Recommendations

It is recommended:

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

<u>Name</u>	<u>Position</u>	<u>Dates</u>	<u>Reason</u>
a) Barber, Katherine	Teacher Brookline	02-22-12 to 05-02-12	Personal
b) Bateman, Gwyneth	Teacher Colfax ALA	01-31-12 to 02-20-12	Health
c) Bell, Jason	Educational Assistant III Emotional Support Aide, Milliones 6-12 @ (University Prep)	01-10-12 to 01-27-12	Health
d) Bernacki, Amanda	Preschool Teacher Special Education	02-09-12 to 03-12-12	Health
e) Comstock, Leigh Ann	School Psychologist Early Intervention	02-07-12 to 03-29-12	Personal
f) Casey, Mary Lee	Preschool Assistant Teaching Institute @ King	01-03-12 to 03-31-12	Health
g) Daugherty, Sara	Educational Audiologist Special Education	02-01-12 to 02-14-12	Personal
h) DeRobio, Wendy	Teacher Northview ALA	01-10-12 to 01-11-12	Health
i) Hill, Dana	Teacher Student Achievement Center	02-15-12 to 04-31-12	Personal
j) Kapinskis, Christina	Teacher Special Education	01-13-12 to 03-03-12	Personal
k) Malara, Linda	Student Data Systems Specialist, Fulton	02-01-12 to 04-01-12	Health
l) Mares, Julie	Teacher Carmalt	01-30-12 to 03-23-12	Personal

m) Piso, Paul	Teacher Perry	01-23-12 to 01-31-12	Health
n) Quesen, Conrad	Teacher Pgh. Westinghouse	02-17-12 to 04-12-12	Health
o) Sparrow, Jerome	Food Service Manager Trainee, Food Service Center	01-24-12 to 04-19-12	Health
p) Stacy, Gary	Automotive Equipment Operator, Service Center	01-30-12 to 02-03-12	FMLA
q) Stofesky, Karen	Teacher Roosevelt	01-17-12 to 02-27-12	Health
r) Tomasko, Paul	Security Aide School Safety	01-30-12 to 02-03-12	FMLA
s) Trozzo, Melanie	Teacher Special Education	02-01-12 to 03-27-12	Personal
t) Wittman, Melanie	Worker Compensation Assistant, Finance	01-25-12 to 02-15-12	Personal

2. That the Board approve the following action(s):

CORRECTIONS:

Retirement

a) Catalano, Robert – Fireman A, Brashear, effective 01-18-12 should read- Custodian I, Pgh. Classical Academy, effective 01-18-12 (January 2012 Board Minutes).

Transfer From One Position to Another With Change of Salary

b) Varlotta, Anthony – (Acting) Principal, Greenfield to (Acting) Assistant Principal, Westinghouse \$8409.43 (004-08) per month, effective 02-06-12- should read- (Acting) Principal, Greenfield to Assistant Principal, Westinghouse \$8409.43 (004-08) per month, effective 02-06-12 (January 2012 Board Minutes – Addendum B).

3. **RESOLVED, That the Board of Public Education of the School District of Pittsburgh authorize its proper officers to enter into an Agreement that will settle and discontinue the case filed in the United States District Court for Western District of Pennsylvania at No. 2:10-cv-01593 arising from PHRC No. 200901461 and the EEOC Charge No.17F201060513 upon terms and conditions acceptable to the parties.**

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 2011-2012 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. **COLFAX 6-8** Kari Malvin – Interim for Spring

2. That the following coaching assignments in the high schools for the interscholastic program be approved for the school year 2011-2012 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. | BRASHEAR | 1. Terrance Monroe | Track, Head Boys |
| | | 2. Eleanor Covert | Track, Asst. Girls |
| | | 3. Nate Geller | Baseball, Head |
| | | 4. James Bennett | Tennis, Head Boys |
| b. | CARRICK | 1. Kathy Hoelzle | Softball, Asst. |
| c. | LANGLEY | 1. Nina Dollison | Track, Head Girls |
| d. | PERRY | 1. Michael Varlotta | Tennis, Boys |
| | | 2. Sarah Ford | Track, Head Girls |
| | | 3. Jermaine Herring | Baseball, Asst. |

Interscholastic Athletics

3. That the following coaching assignments in the middle grades for the interscholastic athletic program be approved for the school year 2011-2012 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

	<u>SCHOOL</u>	<u>COACH</u>	<u>SPORT</u>
a.	ARLINGTON 6-8	1. Sheria Giles 2. John Kyle	Soccer, Girls Soccer, Boys
b.	ARSENAL 6-8	1. Jacob Boyce	Wrestling
a.	CAPA 6-8	1. Brendan Coyne	Soccer, Boys
b.	COLFAX 6-8	1. Jamie Passinault	Soccer, Girls

4. That the following assignments to the position of teacher for high school intramurals be approved for the school year 2011-2012 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

	<u>SCHOOL</u>	<u>TEACHER</u>	<u>SEASON</u>
a.	CAPA 9-12	1. David Venditti 2. Karen Kennedy 3. Philippe Koval	Spring Spring Spring

5. That the following assignments to the position of teacher for middle school intramurals be approved for the school year 2011-2012 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

	<u>SCHOOL</u>	<u>TEACHER</u>	<u>SEASON</u>
a.	WESTINGHOUSE 6-8	1. Diane Davis 2. Jocelyn Sabruno 3. LaTonya Batteaste	Winter Winter Spring

Interscholastic Athletics

6. That the following assignments to the position of teacher for ALA school intramurals be approved for the school year 2011-2012 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

	<u>SCHOOL</u>	<u>TEACHER</u>	<u>SEASON</u>
a.	ARLINGTON	1. Annette Parker 2. Joy Porter	Spring Spring
b.	NORTHVIEW	1. Amanda Mae Donovan	Spring

7. That the following assignments to the position of teacher for elementary school intramurals be approved for the school year 2011-2012 in accordance with the conditions as set forth in the Collective Bargaining Agreement between the Board and the Pittsburgh Federation of Teachers.

	<u>SCHOOL</u>	<u>TEACHER</u>	<u>SEASON</u>
a.	CONCORD K-5	1. Kevin Concannon 2. Cynthia Holland	Spring Spring
b.	MINADEO K-5	1. Nicholas Perella	Spring

8. Individuals that were late submissions by the School and approved by Human Resources.

	<u>SCHOOL</u>	<u>TEACHER</u>	<u>SPORT</u>
a.	BRASHEAR	Dustin Smith	Winter Intramurals

NEW BUSINESS

RESOLUTION

RESOLVED, That the Board of Directors of the School District of Pittsburgh extend a formal apology to the Westinghouse Community, Students, Parents and Staff for missteps and misdeeds at Westinghouse.

RESOLVED FURTHER, That the Board of Directors charges the Superintendent to develop an Educational plan with the support and collaboration of Central Office, School Personnel, Parents and Community Agencies.

1 TRANSCRIPT OF PROCEEDINGS

2 - - -

3 PITTSBURGH BOARD OF PUBLIC EDUCATION
4 LEGISLATIVE MEETING
5 WEDNESDAY, FEBRUARY 22, 2012
6 7:08 P.M.
7 ADMINISTRATION BUILDING - BOARD ROOM

8 - - -

9 BEFORE:

10 THERESA COLAIZZI
11 WILLIAM ISLER
12 THOMAS SUMPTER, SECOND VICE-PRESIDENT
13 MARK BRENTLEY
14 JEAN FINK
15 SHARENE SHEALEY, FIRST VICE-PRESIDENT
16 DR. REGINA B. HOLLEY
17 SHERRY HAZUDA, BOARD PRESIDENT

18 - - -

19 MEMBERS ABSENT:

20 FLOYD McCREA

21 - - -

22 ALSO PRESENT:

23 MR. MARK CAMPBELL	DR. LINDA LANE
24 MR. IRA WEISS	MS. JODY SPOLAR
25 MR. PETER J. CAMARDA	MS. LINDA BAEHR
MS. LISA FISCHETTI	DR. JEANNINE FRENCH
DR. JERRI LYNN LIPPERT	

26 - - -

27 REPORTED BY: LANCE E. HANNAFORD
28 PROFESSIONAL COURT REPORTER

29 - - -

30 COMPUTER-AIDED TRANSCRIPTION BY
31 MORSE, GANTVERG & HODGE, INC.
32 PITTSBURGH, PENNSYLVANIA
33 412-281-0189

34 - - -

35

ORIGINAL

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

2 MS. HAZUDA: Good evening, ladies and
3 gentlemen. Welcome to the February 22nd, 2012
4 Pittsburgh Board of Public Education legislative
5 meeting.

6 Before we begin this evening I would like
7 to ask everyone to please turn off all cell phones and
8 pagers or put them on vibrate.

9 Would everyone please rise to salute the
10 flag?

11 (Salute to the flag.)

12 MS. HAZUDA: Thank you.

13 There are no distinguished achievement
14 awards this evening. Mr. Weiss, may we have roll
15 call, please?

16 MR. WEISS: Mr. Brentley?

17 MR. BRENTLEY: Here.

18 MR. WEISS: Mrs. Colaizzi?

19 MS. COLAIZZI: Here.

20 MR. WEISS: Mrs. Fink?

21 MS. FINK: Here.

22 MR. WEISS: Dr. Holley.

23 DR. HOLLEY: Here.

24 MR. WEISS: Mr. Isler?

25 MR. ISLER: Present.

1 MR. WEISS: Mr. McCrea?

2 Ms. Shealey?

3 MS. SHEALEY: Here.

4 MR. WEISS: Mr. Sumpter?

5 MR. SUMPTER: Present.

6 MR. WEISS: Mrs. Hazuda?

7 MS. HAZUDA: Here.

8 MR. WEISS: Eight members present.

9 MS. HAZUDA: Thank you, Mr. Weiss.

10 At this time I would like to ask
11 Mr. Sumpter to please share our core beliefs and
12 commitments.

13 MR. SUMPTER: Thank you, Mrs. Hazuda.

14 The Pittsburgh Board of Education
15 commitments. We will educate all children to their
16 highest level of academic achievement.

17 We will provide a safe and open
18 environment for all students and employees. We will
19 provide efficient and effective support for all
20 students, families, teachers and administrators.

21 We will distribute resources in an
22 efficient and equitable manner to address the needs of
23 all students to the maximum extent feasible.

24 And we will improve public competence and
25 encourage strong parent community engagement in the

1 district.

2 These are the commitments of the Pittsburgh
3 Board of Education to improve the governance of the
4 board and to translate in to higher achievement
5 throughout the district.

6 Thank you.

7 MS. HAZUDA: Thank you, Mr. Sumpter.

8 Will everyone please turn to the minutes
9 from last month? Were there any corrections,
10 additions or deletions?

11 MR. ISLER: Approved.

12 MS. COLAIZZI: Second.

13 MS. HAZUDA: Isler. Colaizzi.

14 All those in favor?

15 (Chorus of ayes.)

16 MS. HAZUDA: Opposed?

17 (No response.)

18 MS. HAZUDA: Thank you. The minutes stand
19 approved.

20 At this time I would like to read the
21 executive sessions statement.

22 In addition to executive sessions announced
23 at the Legislative Meeting on January 25th, 2012, the
24 board met in executive sessions on February 15th, 2012
25 and immediately before this Legislative Meeting to

1 discuss various personnel matters, that may include
2 but are not limited to administrative vacancies and
3 positions opened and closed.

4 Finally, at the executive session
5 immediately before this Legislative Meeting, the board
6 discussed student discipline cases that involved
7 violations of various portions of the code of student
8 conduct.

9 The board does not vote at executive
10 session.

11 We will begin now with the committee
12 reports. The first report is the committee of
13 education that is before you submitted by Ms. Shealey,
14 chair, and her committee.

15 If you would please turn to page 12 of 12
16 of the report.

17 I would like to give you the student
18 suspension, transfer and expulsion numbers for this
19 month.

20 65 students suspended for four to ten days.

21 No students suspended for four to ten days
22 and transferred to another Pittsburgh Public School.

23 Two students expelled out of school for 11
24 days or more.

25 No students expelled out of school for 11

1 days or more and transferred to another Pittsburgh
2 Public School.

3 Are there any questions or comments on the
4 committee of education that were not addressed at
5 agenda review?

6 Mr. Brentley, we will start with you.

7 MR. BRENTLEY: Yes. I have a couple
8 questions.

9 I want to raise a couple questions on
10 No. 3, page 2 of 12.

11 And this is the contract with -- I guess it
12 is part of the scope of service.

13 But it is also -- I think it is
14 Dr. Noguera.

15 I just want to raise questions and concerns
16 again. I understand he is a national figure and
17 highly qualified and brings a whole lot to the table.

18 I just want to ask and remind the staff
19 that there is a system in place that goes under his
20 scope of service. Funds will support this to consult
21 on the Perry Oliver merger.

22 And then teach professional development for
23 the Perry high school and Perry Oliver merger and
24 Beyond Diversity training.

25 While it is very, very important. I do

1 want to just say in the strongest words possible, that
2 it is important that those that we have asked to serve
3 to work through this transition, that we recognize
4 them, honor them and more importantly follow them.

5 I would hope that Dr. Noguera would come
6 and observe. But it concerns me, when we put a system
7 in place, and then we add on and add on and add on.

8 I do not like to continue to point to what
9 has happened in Westinghouse and the Homewood area
10 over at Westinghouse.

11 But I do want to remind staff again.

12 So Dr. Lane, I am just asking, in terms of
13 the actual scope of service, do you know the number of
14 hours Dr. Noguera will spend at Perry high school?

15 DR. LANE: Mr. Brentley, we have an
16 approximate number. I am sorry, I don't have that
17 here for you this evening. Certainly there is more
18 information on that.

19 But as when we discussed this previously,
20 Dr. Noguera is not there to take over from the
21 transition team that is doing such good work.

22 He is there in support of them. I believe
23 that they are open to that support.

24 So we see them as the leaders, not
25 substituting his presence for theirs.

1 MR. BRENTLEY: Thank you.

2 I would like to see when you have a
3 breakout, Doctor, of the number of hours he will be
4 spending on each task.

5 It would be very, very helpful to see when
6 you can actually put that together.

7 Secondly, I do want to just also ask the
8 staff, or just alert the staff, we just want to make
9 sure.

10 Because in our booklet, this is in a two
11 part item here that totals close to 150 or 160
12 thousand dollars. But it is in two parts.

13 One, I don't know if it is to the doctor.
14 The other one is to his Metropolitan Center for Urban
15 Education.

16 So I believe it is a part of him. But I
17 just want to make sure if we are -- if we are getting
18 him, we are getting him.

19 And his company is wonderful. But it is my
20 understanding that he is the one that has a very, very
21 high following, and very, very highly qualified in
22 what he has been able to accomplish.

23 So it would be helpful to see, if it is
24 going to be someone from his company to sit and
25 monitor.

1 Or he will be actually there. So the staff
2 can use its expertise, and how the hours break out.

3 Secondly, I wanted to talk about an item.
4 And I believe it is item 15, page 10.

5 This is the service agreement with the
6 Clayton Academy Management Service, now called CAMS,
7 A/K/A CEP.

8 I want to first just remind my colleagues,
9 and I have shared many times about the history and the
10 problem that this district has had with this company.

11 I would rather not share any comments on
12 the record. I would just like to see if I can put a
13 motion on the floor to pull this item until we can
14 have a further discussion or table it.

15 I can go and work with the direction of my
16 colleagues on this item. Preferably tabled. This way
17 we can get an opportunity to get in to exactly what
18 the cost is truly going to be. What are we getting.

19 Then more importantly, we can briefly
20 explore the possibilities of making this program and
21 providing these services in-house.

22 Possibly rehiring some of the teachers.
23 Possibly slowing down the layoffs. More importantly,
24 being able to do it for a fraction of the cost that is
25 before us.

1 And what is before us here is close to 6
2 million dollars for two years.

3 So I am putting a motion on the floor to
4 table No. 15, service agreement with Clayton Academy
5 Management Service, CAMS. The resolution that is here
6 before us.

7 MS. HAZUDA: Is there a second to the
8 motion?

9 MR. BRENTLEY: Okay.

10 Well, I want to point out just most
11 recently in the local newspaper, and everyone here,
12 you had an opportunity to see it in the local paper,
13 the Post Gazette.

14 If this doesn't give you some indication as
15 to what this program is all about, it should frighten
16 most parents.

17 Those of you who witnessed it, you said the
18 same thing I have said. When you have seen a picture
19 on the front page of the newspaper with our students,
20 and the first thing you would ask is: Are they in
21 handcuffs?

22 We should never have to guess at something
23 like that for any of our students.

24 This program is an extension of or a part
25 of or a subsidiary of Community Educational Partners,

1 who had a long history, a long history of issues.

2 Now, one of the things that we were told,
3 that the reason one of the things that this was
4 successful is they gave a rundown of all of the things
5 in the program.

6 Well, one of the things I highlighted in
7 the program, I guess they are suggesting helps make it
8 run is they were smaller classes.

9 But who wouldn't want smaller classes?

10 It also suggested that I believe there are
11 28 teachers there, all nonunion.

12 Well as our question for success, is it to
13 go nonunion?

14 And then another point that is interesting,
15 that I think not necessarily in this article, the fact
16 that it was not just a Pittsburgh problem, but it was
17 across the country.

18 There were tons of problems with this
19 particular program.

20 And my concern is that we have an
21 opportunity. It would be different if we haven't --
22 we have never had this population of students to deal
23 with before.

24 But we have an alternative program in
25 Homewood, that is working very well.

1 Why can we not tap in to the training and
2 what the best practices are or were for the program,
3 that we already are doing in-house, and then simply
4 just apply it here?

5 It concerns me when there seems to be an
6 attitude of "It doesn't matter. Those are just those
7 kids, so we don't have to get involved."

8 There is an attitude of out of sight, out
9 of mind.

10 We have to also look at the fact that if
11 the cost is 2.8 million dollars, how do you look a
12 librarian in the face that we have laid off? How do
13 you tell the other teachers?

14 As you know, there are all kinds of names
15 in the past, that it has been referred to.

16 It has been referred to as a soft prison.
17 It has been referred to as a holding tank for
18 students.

19 It has also been a holding tank for Africar
20 Americans. That is something I would think that would
21 disturb most of us.

22 My question would be to Mr. Camarda.

23 Mr. Camarda, it was mentioned we still owe,
24 regardless what we decide to do this evening, we still
25 owe this company a total amount of how much?

1 MR. CAMARDA: On June 30th, we owe them the
2 final payment, 2.1 million dollar balloon payment. It
3 was structured within the original contract related to
4 the facilities renovation.

5 MR. BRENTLEY: That check, Mr. Camarda, is
6 made out to who?

7 MR. CAMARDA: I am not certain who it is
8 made out to, sir.

9 MR. BRENTLEY: We have been making
10 payments, am I correct?

11 MR. CAMARDA: That's correct.

12 MR. BRENTLEY: Who were we making the
13 payments to?

14 MR. CAMARDA: I believe we were making
15 payments to SESI. I believe that is where this
16 payment would go to, also.

17 MR. BRENTLEY: Checks were made to SESI.

18 MR. CAMARDA: Checks are being made to SESI
19 now, yes.

20 MR. BRENTLEY: SESI is an acronym for?

21 MR. CAMARDA: I am not sure.

22 DR. LANE: It is an acronym. I can look up
23 to see what the acronym stands for.

24 MR. BRENTLEY: SESI's parent company is
25 who?

1 MR. WEISS: SESI's parent company is
2 Success Schools.

3 This company provides services to CAMS at
4 Clayton. It is all contained in the assignment of a
5 contract, which was explained in agenda review.

6 MR. BRENTLEY: And what is the relationship
7 to the CEP program to CAMS and SESI?

8 MR. WEISS: CEP is no longer part of this
9 program.

10 MR. BRENTLEY: CEP is -- are they at all a
11 partner? Or you mentioned it was a subsidiary of
12 CAMS, or CAMS is a subsidiary.

13 MR. WEISS: CEP has no interest in CAMS.
14 The contract was assigned to CAMS. CAMS is a wholly
15 owned subsidiary, which then had a stock transaction
16 with SESI.

17 And CEP is not involved with this facility
18 at all. There are no employees there. The
19 individuals who were there, that were with CEP, are
20 not there now.

21 And this is a relationship with CAMS, who
22 as I say, has contracted with SESI for certain
23 programming.

24 MR. BRENTLEY: So the final payment will be
25 going to SESI. And you are saying CEP is totally out

1 of the picture? They are not related at all?

2 None of these companies, CAMS, SESI -- CAMS
3 or SESI or CEP are not related at all business wise or
4 any kind of relationship?

5 MR. WEISS: CEP has no relationship with
6 CAMS or Success Schools.

7 MR. BRENTLEY: I want to remind my
8 colleagues that I had asked you earlier. I don't know
9 if any of you had an opportunity to read the stories
10 that were produced by Chris Young of the City Paper,
11 who clearly, clearly highlighted some of the issues
12 that happened at CEP.

13 I also wanted to encourage my colleagues
14 again to not necessarily take my word, but just the
15 national, the national discussion around how we are
16 dealing with children who are supposed to have
17 behavioral issues. It is a national discussion.

18 And I think nationally, they will be
19 watching how not only this school district but other
20 school districts are handling their students.

21 Sometimes, when you can contract it out, it
22 almost suggests that we cannot handle them any more.
23 So now let's put them out and allow others to make a
24 profit off of them.

25 I am asking my colleagues today that you

1 not support this item. You not allow 6 million
2 dollars to walk out of this district, and at the same
3 time we are going to be cutting programs we will be
4 announcing very soon, that will directly impact
5 students.

6 But we can allow an individual contractor
7 with a history of being associated with the company,
8 that had some pretty bad results within this district.

9 So I am asking that you all consider that.

10 And then finally, the most dangerous thing
11 of all is that it is almost suggesting now that we are
12 going to get in to the privatization of certain kids.

13 When you can lock down a company that can
14 come in and just say take these particular kids, we
15 are now privatizing alternative education.

16 I don't think that is -- I don't think it
17 is something we should be involved with.

18 But I am willing to have the discussion.

19 If so, if we are going to do that, let's
20 put a request for proposal out there.

21 I can name four community based
22 organizations, who are already working with these
23 students, who can do this for a fraction of the cost.

24 I can name you ten teachers, if asked,
25 would jump at the opportunity of going after that

1 challenge.

2 We have never considered it.

3 The final point I wanted to make, that if
4 the training, and if this new program is there, and if
5 it is so successful, then why don't we put the two
6 individuals that is mentioned in the February 20th
7 article, why don't we put those two individuals on the
8 contract, and say "Come in and train the trainers.
9 Come in to train us to train others on your method."

10 Why would we have to make it nearly 6
11 million dollars?

12 So we are acting like we are a district
13 that is acting like there is no financial crisis.

14 And we are acting like that our teachers
15 are not capable, and our administrators are not
16 capable.

17 And I am here to support them.

18 I believe they can do it. We are doing it
19 already at the alternative center.

20 So I am asking that you would all vote this
21 item down. And now let's move in to a discussion in
22 terms of how we can address the real needs of some of
23 these students.

24 Thank you.

25 MS. HAZUDA: Thank you, Mr. Brentley.

1 Mrs. Colaizzi.

2 MS. COLAIZZII: Thank you.

3 I would like to continue and ask some
4 questions on No. 15 on page 10.

5 Mr. Weiss, can you tell me if the original
6 contract was with CEP, and now this company is taking
7 it over? Did CEP sell to them? Could you explain
8 that, please?

9 MR. WEISS: There is no relationship
10 between CEP and CAMS.

11 Again, CAMS was a wholly owned subsidiary
12 of CEP. Its management was separate. It had a stock
13 transaction with Success Schools. It is still the
14 entity with which we are contracted.

15 There have been some payment instructions
16 Mr. Camarda alluded to.

17 That is strictly for bookkeeping purposes.

18 And CEP does not provide any services under
19 this contract or to this company at all.

20 They are out of this particular contract.

21 And all of the individuals are different.
22 That is as much as I can say.

23 MS. COLAIZZII: And so how can we extend a
24 service, that we don't actually have an agreement with
25 them?

1 How did that happen? How did we start out
2 with an agreement with CEP, and then end up with an
3 agreement with these people?

4 That being said, how is it, if we do not
5 make a move one way or another, we would then have to
6 terminate the contract to begin with? How does that
7 run? Was there something in the contract that stated
8 they could do this?

9 MR. WEISS: The contract, like many
10 contracts, gives the -- in this case CEP the ability
11 to assign the contract to a wholly owned subsidiary,
12 which it did.

13 So the agreement we have now is essentially
14 with CAMS. And the matter before you is an extension
15 of that agreement for two years. With terms that are
16 revised from the existing agreement. They are
17 financially more favorable to the district.

18 MS. COLAIZZI: Okay.

19 But the building is still ours. And we
20 still owe debt service to it.

21 MR. WEISS: The building is ours.

22 CAMS occupies the building under a lease
23 agreement that was entered in to originally.

24 And that was assigned as well.

25 The district has been making payments on

1 the loan that was made to finance the improvements of
2 the structure.

3 As part of the monthly charge, Mr. Camarda
4 has indicated that in June there is what is called a
5 balloon payment, which means total amount due under
6 the loan is then due.

7 And it is going to be his recommendation, I
8 believe, that the district just pay that off.

9 But the building is ours. The improvements
10 are ours.

11 And at the end of this relationship,
12 whenever that is, we retain -- we have ownership of
13 the structure and the improvements made in it.

14 MS. COLAIZZI: So staff has brought this to
15 us as an extension instead of a complete renewal or a
16 brand new contract. For whatever reason they chose to
17 do it that way, they did.

18 This is a two year contract.

19 What I would like to know, if we wanted to
20 end it earlier, what exactly is the steps we could
21 take to do that?

22 MR. WEISS: I believe the only way you can
23 end it earlier than two years is for cause.

24 There is no unilateral way to cancellation
25 of the two year agreement.

1 And under the existing agreement now, which
2 is being before you as an extension, the district must
3 either take action to extend this, or if it doesn't do
4 that, then it has to consider terminating.

5 Otherwise, it will automatically renew for
6 five years, which is not something the staff is
7 recommending.

8 MS. COLAIZZI: I also cannot support this.
9 I am not comfortable with this.

10 I have never been.

11 I supported it the first time. And I was
12 sorry I did it then.

13 I don't feel comfortable supporting it this
14 evening.

15 So I will not be supporting this. And I
16 feel it is only appropriate to explain that it is
17 because I didn't feel comfortable the first time
18 around.

19 Thank you.

20 MS. HAZUDA: Thank you, Mrs. Colaizzi.
21 Mrs. Fink.

22 MS. FINK: Question on finance here. Item
23 No. 6, the contract with the Metro Center and the
24 related items with Dr. Noguera.

25 On all of these items, it says they will be

1 paid from account line to be determined. Is that
2 going to be 01 money or is that going to be grant
3 money or some kind of special funds? Please let me
4 know that.

5 MR. CAMARDA: It is grant money.

6 MS. FINK: All of them?

7 MR. CAMARDA: Yes.

8 MS. FINK: That answers that.

9 MS. SHEALEY: Could I have a point of
10 order?

11 Shouldn't you be pointed to No. 3? The
12 grant money is under item 3 to specifically pay for 6
13 and 6A.

14 Thank you, Mrs. Hazuda.

15 MS. FINK: I see.

16 MS. SHEALEY: The TBD account line is we
17 have to approve No. 3 before they can set up an
18 account for 6 and 6A.

19 MS. FINK: I didn't catch that.

20 I am looking at the bottoms. Thank you,
21 Sharene.

22 MS. SHEALEY: You are welcome.

23 MS. FINK: That is it.

24 MS. HAZUDA: Thank you.

25 Dr. Lane, did you want to say something?

1 DR. LANE: I wanted to finish the response
2 to SESI, Special Education Services is what the
3 acronym stands for.

4 MS. HAZUDA: Thank you.
5 Dr. Holley.

6 DR. HOLLEY: I want to echo some of the
7 concerns Mr. Brentley has brought up.

8 If I had not visited Clayton, I probably
9 wouldn't be agreeing with some of the issues he has
10 with the school currently.

11 When CEP first started the alternative ed
12 program, there were some major problem areas there,
13 and children were not being educated appropriately.

14 However, I don't believe that that is the
15 case in the school now. I know that is not the case
16 now.

17 I actually had the opportunity to visit the
18 school, going to every classroom.

19 And also visit privately with some
20 students.

21 And the fact that there are students there
22 that would rather be there rather than being in their
23 home school really sort of made me a little angry,
24 because I was wondering, "Well, what is actually going
25 on in some of our high schools?"

1 And the fact that they are not able to make
2 it in a regular high school. And they are placed
3 there, here I can see they are actually getting the
4 support services that they actually need.

5 I am not going to sit here and say that I
6 am not concerned about schools not having librarians
7 or the extracurricular activities that we normally
8 have or class sizes are going to be larger.

9 But these students do deserve to have a
10 quality education.

11 And for some reason, they were not able to
12 get it in their regular high schools.

13 So where will they actually go?

14 Here is a service that is actually helping
15 children now. Children were in their classrooms.
16 Children were attending to their task. Teachers were
17 teaching.

18 Behavior problems were nonexistent.

19 Now, I am not not going to say that if I
20 went back there every day all day long that I wouldn't
21 see some behavior problems going on there.

22 But the fact that they can minimize those
23 problems and then support those students educationally
24 is what I am concerned about.

25 And I actually saw that happening in the

1 school.

2 When people talk about equity, the equity
3 here doesn't always mean equal.

4 And I think people need to understand that.

5 The majority of the students, if not all of
6 these students are coming from a comprehensive
7 school. A comprehensive high school or middle school,
8 where they are already struggling with students that
9 have major issues.

10 But these children are the children that
11 surface to the top, that need even more support than
12 what the district is able to offer.

13 And I am not trying to belittle any high
14 school or the capabilities of doing this work. But
15 obviously, if we have these many students that need
16 this service, somebody can't do it in the high school.

17 So there has to be somewhere where these
18 children can actually go and still be educated.

19 I am very disappointed in the picture that
20 was taken.

21 There is a reason for children walking and
22 having their hands behind them, so that they are not
23 touching each other or not touching someone across the
24 aisle.

25 That should have been explained, so that

1 people would know that they are not handcuffed.

2 Because when I saw the picture, I was outraged. I
3 said "What is this?"

4 And to actually see children's faces, even
5 if the parent did sign a release, I was very
6 disappointed that that occurred.

7 I am hoping that that will not happen
8 again.

9 But in terms of the program as it is today,
10 I am going to keep moving forward.

11 The program is working for the children
12 that are there now.

13 I want to see it continue. I want to see
14 the district learn from what this company has to
15 offer.

16 I am hoping that after two years, we will
17 not be having this conversation. The contract will be
18 up. And we will have learned some of the techniques
19 that we can actually use within our own school
20 district.

21 Thank you.

22 MS. HAZUDA: Thank you, Dr. Holley.
23 Mr. Isler.

24 MR. ISLER: Thank you, Mrs. Hazuda.

25 And again, Dr. Holley, thank you for your

1 comments. I am glad the way you ended it, because the
2 question you had asked at agenda review, which I think
3 is a very important one is: Will we be able to serve
4 these children through a district sponsored program in
5 the future?

6 And we were told by the administration and
7 staff, that that was their plan.

8 And again, I think that we learned from
9 history. And that this agreement, this two year
10 extension is important. So that these children
11 continue to receive services and be educated by this
12 district, which is our responsibility.

13 And this is what the administration is
14 proposing. This is why it is being done for two
15 years.

16 I think the other thing that is important
17 is that when we start talking about the total
18 financial cost, this is not any additional money in
19 addition to what we would be paying, if they were in
20 our building.

21 Correct? This is not over and above
22 instructional cost per student, is it?

23 MR. CAMARDA: This amount is an amount that
24 is actually less than we pay for our own students.

25 MR. ISLER: Thank you.

1 So it is not that -- again, I am concerned
2 that these students receive an education. They serve
3 it and they need it.

4 And I appreciate the board members that
5 have visited the school and have come back and have
6 said very, very good things about the way it is being
7 operated this year.

8 So I am very comfortable with this. Thank
9 you, Mrs. Hazuda. That is all I have to say.

10 MS. HAZUDA: Thank you, Mr. Isler.
11 Mr. Sumpter.

12 MR. SUMPTER: Thank you, Mrs. Hazuda.
13 Let's go to programs we do have in here that are
14 related to early intervention programs for students
15 with exceptionalities.

16 One is No. 12, that is the agreement
17 between Chatham University with the school district to
18 provide students to help out as much as we can
19 diagnose problems early on, the better off we will be.

20 And again, with Maxim, item No. 17, that is
21 an amendment to a contract where it is dealing with
22 the children with early intervention.

23 It is trying to take the place of some
24 staff, that aren't available to step in and fill the
25 gap with speech therapy and occupational therapy and

1 other things that Maxim can do, and they are providing
2 us with that, we are amending that contract to allow
3 an increase in staff for that.

4 With regard to No. 15. That is a service
5 agreement with Clayton Academy Management Services.

6 The extension.

7 The concern that we have had over the
8 period of time that this alternative schooling was in
9 place was the student population, getting enough
10 students in the school.

11 That was always a concern, when there
12 weren't enough that the numbers had to be reduced and
13 bring down the numbers.

14 This is still proposing in a sense almost a
15 doubling of the student population. Where are these
16 additional students going to come from?

17 DR. LANE: What our plan is that we talked
18 about in education committee meeting is that the
19 program at Clayton would serve our students with
20 behavior issues.

21 And the program at the student achievement
22 center would be programs to serve children that need
23 to recover credits in order to be on track and on time
24 for graduation.

25 So the students that were either sent from

1 their schools like they are currently being sent or
2 came through in some kind of other violation would be
3 part of the Clayton program.

4 So what we are really doing is expanding
5 service under this plan for students that have fallen
6 behind in credits.

7 Right now we are not offering enough to
8 help them -- and truant students.

9 Thank you for reminding me.

10 MR. SUMPTER: Thank you very much for that
11 explanation.

12 The only concern I have is that the school
13 is designed for a certain population. With the
14 additional students, would they benefit or be hampered
15 by being put in that same environment?

16 Would the services there be helpful for
17 those additional students, also? Because we are
18 talking about a newer population of students added to
19 the existing.

20 DR. LANE: We have talked to the program
21 folks that run the program.

22 And believe that we have a model that will
23 be successful for the kids that are there.

24 We wouldn't want to assign them over there,
25 if we didn't feel those services would benefit them.

1 So the goal would be just like the students
2 now, to get them prepared for a successful return to
3 their home school.

4 And so working with them, I would just like
5 to add, I too visited the school.

6 And spent some time with students and their
7 classes.

8 And actually, they are the ones that took
9 me around the school.

10 So I got a chance to talk to them about
11 what was going on, what they were doing.

12 It was like seeing kids who you knew they
13 could do it, who knew how smart they were, how
14 successful they could be. And seeing it really happen
15 for them.

16 These are kids that are smart. They are
17 talented. They are perfectly capable of doing a great
18 job for the school.

19 And it was like opening that up for them
20 and letting them themselves maybe realize that.

21 And having -- being able to see them the
22 way we all do. So it was a gratifying experience I
23 guess.

24 MR. SUMPTER: Thank you.

25 That is pretty much all I have in this

1 section.

2 MS. HAZUDA: Thank you, Mr. Isler.

3 Ms. Shealey.

4 MS. COLAIZZI: I think his name is
5 Mr. Sumpter.

6 MR. ISLER: I love being associated with
7 Mr. Sumpter. But that is Mr. Sumpter.

8 MS. HAZUDA: I am sorry.

9 Thank you, Mr. Sumter.

10 MR. SUMPTER: You are welcome,
11 Ms. Colaizzi.

12 MS. HAZUDA: Good one.

13 MS. SHEALEY: Under item 15, the contract
14 with CAMS. Will it have a clause similar to the
15 current contract that if we don't renew or overtly end
16 it, it would renew itself automatically?

17 MR. WEISS: No. This agreement will have a
18 hard stop in two years.

19 MS. SHEALEY: So that maybe 12 to 18 months
20 from now, the board would see a proposal or plan to be
21 able to convert these services to in-house services.

22 DR. LANE: The transition will have to
23 start pretty quickly. Two years sounds like a long
24 time. But it goes by very quickly.

25 So yes.

1 In fact, they understand that we are
2 talking two years. And we won't be seeking an
3 extension. So we began conversation around us
4 learning what we need to learn, that has enabled them
5 to have success with students with whom we have not
6 been successful. And be able to support our staff in
7 being able to do that.

8 MS. SHEALEY: Thank you, Dr. Lane. Thank
9 you, Mrs. Hazuda.

10 MS. HAZUDA: Thank you, Ms. Shealey.

11 MS. HAZUDA: I just wanted to say, also, on
12 the No. 15, Clayton CAMS. One of my concerns is that
13 the school is being run successfully now.

14 And for us to not renew it, I have concern
15 over the capacity of our staff to being able to handle
16 it, a transition at this short time frame
17 successfully.

18 And when we know we can do a good job with
19 things the way they are for these students, I think it
20 behooves us to allow them to do it for the next two
21 years.

22 I am glad it is a two year time frame.

23 Because we owe it to these kids to get it
24 right, Mr. Brentley.

25 MR. BRENTLEY: I want to mention a couple

1 things I wanted to put out earlier. I made reference
2 to the Post Gazette, February 20th. And the writer
3 was -- the Post Gazette writer was Eleanor Chute. I
4 wanted to mention that.

5 Secondly, I do want to make it very clear,
6 that this contract was a no bid contract, almost it is
7 an indirect violation of our bid policy.

8 Because the way that this company received
9 the contract, it was an extension of the previous
10 contract.

11 And the previous contract was with CEP.

12 If you notice, that this is happening a lot
13 with a lot of our contracts. Three months ago we
14 passed nearly half a million dollars with
15 communications contracts that at the very end it said
16 an automatic renewal for a year, two years. And I
17 think it might even be three years.

18 So in essence, they don't really even have
19 to come back to this table for a vote again.

20 It just kicks in automatically.

21 That is not the way to do business. That
22 is not the way to get the highest and the best service
23 provider for the district.

24 And finally, I had asked a question about
25 do we know the number of the parents that were fined?

1 Remember the CEP was -- first four or five years was
2 out of control.

3 And so they tried to do -- well, we are
4 seeing something similar happening over at
5 Westinghouse.

6 We can't handle them, just run them off to
7 the magistrate. I had asked a question, do we know
8 the number of students or parents, that were hauled
9 off to the magistrates and fined even though we later
10 found out that the program should have been fined.

11 Do we know the number of students?

12 I have asked that question, Doctor, before
13 number -- I am sorry, number of parents over four
14 years of the CEP program. How many of those parents
15 were fined in the magistrate's office.

16 DR. LANE: I am sorry, Mr. Brentley. We do
17 not have access to those records.

18 And we did check to see if we had that
19 information. But we do not.

20 MR. BRENTLEY: Well, Doctor, I am going to
21 ask you to do something. And that is it is a matter
22 of just requesting that information. I am asking that
23 you -- at the very least, with all of the problems
24 here, would you reach out, identify those parents and
25 identify the magistrate. And at least wipe away or

1 pay those fines, that we charged those parents with?

2 Those parents were hauled off in to
3 magistrate court. I still see one at least once or
4 twice a week.

5 The son had the hell beat out of him. And
6 they took him in. And then the mother said he tried
7 to fight back. So they called her in. And she was
8 slapped with a fine.

9 We owe that to those parents. So I am
10 asking that you find out the number.

11 It would be great if CEP were to set aside
12 50, 60 thousand dollars to at least pay for the fines
13 of those parents and those students, who should not
14 have been fined.

15 Thank you.

16 MS. HAZUDA: Mrs. Colaizzi.

17 MS. COLAIZZI: I just want to quickly go
18 back and ask some questions, if I may, please.

19 When a student is sent to the achievement
20 center, to the student achievement center, that money
21 doesn't come out of the site based budget.

22 Does it?

23 DR. LANE: No. It wouldn't during the
24 course of the year. Because the money has already
25 been assigned to the budget.

1 MS. COLAIZZI: But when a student -- or a
2 principal decides to send a student to this new
3 school, Clayton Academy for the sake of conversation,
4 that money does come out of the site based budget of
5 that school.

6 Doesn't it?

7 DR. LANE: No. It wouldn't during a school
8 year. It would be the same thing. So if a student
9 was assigned to another school -- it could be any
10 school, changing from one high school to another high
11 school. It doesn't change that site based budget.

12 The only time it would happen -- because
13 site based budget is based on the projected enrollment
14 for the next school year.

15 MS. COLAIZZI: Right. Isn't it adjusted in
16 October based on exactly the student population in
17 that building?

18 DR. LANE: No.

19 The only time there might be adjustment
20 made is not necessarily with the site based budget.

21 For example, we had a situation where we
22 had to address class size issues at a school. We had
23 some very small classes at one school. And oversized
24 classes at another. There might be some staff that is
25 moved from school A to school B.

1 But typically, we don't go back and
2 recalibrate site based budgets. Because at that
3 point, we are kind of locked in.

4 I mean, the staff is there. Kids are
5 there.

6 And as I said, unless it is really off in
7 terms of either an issue in a class size in another
8 school, typically, no, there would not be readjusted.

9 MS. COLAIZZI: If a student is sent over to
10 Clayton Academy, let's say in May. And is expected to
11 be there for a year, then the projected site based
12 budget for that home school is then -- is that dollar
13 amount removed from that principal's home school to
14 support this?

15 DR. LANE: No.

16 Because the site based budget is based on a
17 projection. It is not actual numbers.

18 And so the movement of one or two children
19 is not going to make a huge difference.

20 Because for all we know, three kids are
21 moving in.

22 So we can't -- it is not that fine grade
23 that the movement of one child is going to -- we are
24 going to again back in and adjust the budget. We
25 would be moving money in and out all year long, if we

1 did that.

2 MS. COLAIZZI: I think that is where one of
3 my confusions come in.

4 Because I recall when this first came
5 about, one of the things that the principals were very
6 upset about was losing their budget dollars and having
7 to deal with whatever issues they had with students
8 and couldn't really send them there.

9 So I guess now my question is, how do they
10 expect to reach 250 students, when they have how many
11 now? How many do they have now? 134?

12 DR. LANE: I think the number is around
13 130. Is that correct?

14 But as we described at the education
15 committee meeting, there are some students currently
16 assigned to SAD that would be assigned to Clayton
17 under the new model.

18 And students that are currently unable to
19 get credit in credit recovery classes, we open up more
20 space for them to pick them up at SAD.

21 MS. COLAIZZI: Okay.

22 MS. HAZUDA: Mr. Weiss, could we have roll
23 call, please?

24 MR. WEISS: Mr. Brentley?

25 MR. BRENTLEY: I will be voting yes on the

1 report.

2 I will respectfully abstain on 6 and 6A on
3 page 4. And 3 on page 2.

4 And I will be voting no on the CEP program
5 on page 10, which is No. 15.

6 MR. WEISS: Mrs. Colaizzi?

7 MS. COLAIZZII: Yes on the the report as a
8 whole. On page 10, No. 15, I vote no.

9 MR. WEISS: Mrs. Fink.

10 MS. FINK: Yes.

11 MR. WEISS: Dr. Holley.

12 DR. HOLLEY: Yes.

13 MR. WEISS: Mr. Isler.

14 MR. ISLER: Yes.

15 MR. WEISS: Ms. Shealey.

16 MS. SHEALEY: Yes.

17 MR. WEISS: Mr. Sumpter.

18 MR. SUMPTER: Yes.

19 MR. WEISS: Mrs. Hazuda.

20 MS. HAZUDA: Yes.

21 MR. WEISS: The report is approved.

22 MS. HAZUDA: Thank you, Mr. Weiss.

23 Mr. Camarda, I believe you are going to --

24 MR. CAMARDA: I have one piece of good
25 news, actually.

1 On general authorizations, No. C2 on page 3
2 of 6 in business. The item is the receipt of the
3 collection from the friends of art. When we put the
4 item forward, we believed there would be three items.
5 Good news is we are actually receiving four items.
6 There are four items on display in the hallway this
7 evening.

8 The fourth item that we will amend the
9 resolution for is from D'Angela Jerome. It is titled
10 "He saw colors, she saw feathers". It is 20.5 inches
11 by 20.5 inches, mixed media. The value is 1,600
12 dollars.

13 Total value will now be 5,275 dollars.

14 Thank you.

15 MS. HAZUDA: Thank you.

16 We will now move on to the full committee
17 on business and finance with Mrs. Colaizzi, chair
18 business, and Mr. McCrea, finance chair.

19 Are there any questions or comments not
20 addressed at agenda review.

21 Mr. Brentley, we will start with you.

22 MR. BRENTLEY: Quick question on
23 consultants and contracts, B No. 3, Dr. Lane or
24 Mr. Camarda, whoever can answer.

25 It is a small amount of money. But we are

1 doing some things here with the contractor, I think I
2 mentioned before, to do some designing of a web
3 survey, to print and mail paper surveys, provide data
4 entry in return.

5 Nobody in this district can provide that?

6 DR. LANE: I think we are deciding who is
7 answering here.

8 But I believe that the answer is if you are
9 asking does anyone know how to do it? I am sure the
10 answer is probably yes.

11 But as we have reduced staff here, we don't
12 have the capacity to do it.

13 So that is why there is a contract.

14 MR. BRENTLEY: Okay. Doctor, have we
15 thought about being creative?

16 Have we thought about just floating a
17 request out there to our many, many staff and say
18 "Hey, this is what we have to do, can anybody possibly
19 produce a paper survey?"

20 Can somebody host one of our -- do web site
21 survey?

22 While it is not much money. But this is
23 one of the contracts, I believe that I pointed to
24 before.

25 And we just -- we are spending as if there

1 is not an issue. There is not a crisis.

2 Clearly there is something here that I
3 think that we could have easily produced with it
4 in-house. Once again, a fraction of the cost.

5 So it concerns me. But it doesn't concern
6 the majority. So let's just continue to lay teachers
7 off and cut service to kids.

8 Thank you.

9 MS. HAZUDA: Thank you, Mr. Brentley.

10 Mrs. Colaizzi?

11 Mrs. Fink?

12 Dr. Holley?

13 Mr. Isler?

14 MR. ISLER: All my questions were answered
15 at agenda review.

16 Thank you, Mrs. Hazuda.

17 MS. HAZUDA: Mr. Sumpter?

18 MR. SUMPTER: No comments or further
19 questions.

20 Thank you.

21 MS. HAZUDA: Ms. Shealey?

22 MS. SHEALEY: Just one.

23 Mr. Camarda, can you -- are you in a
24 position where you can tell the savings from the bond
25 issuance?

1 MR. CAMARDA: Yes. We expect our new
2 funding issue the board will be voting on tonight will
3 save us a million and a half dollars in 2012 and a
4 million and a half dollars in 2013.

5 MS. SHEALEY: And the percentage, I think
6 the minimum was three percent.

7 MR. CAMARDA: Minimum was three percent.
8 This is slightly under five percent savings.

9 MS. SHEALEY: Thank you, Mr. Camarda.
10 Thank you, Mrs. Hazuda.

11 MS. HAZUDA: Thank you, Ms. Shealey.

12 I want to say thank you to the friends of
13 art for the donation of the art this evening. That
14 can be placed in our schools.

15 Mr. Weiss, could we have roll call,
16 please?

17 MR. WEISS: Mr. Brentley?

18 MR. BRENTLEY: Yes on the report. I will
19 be voting no on No. 3 under the B section, page 2.

20 MR. WEISS: Mrs. Colaizzi?

21 MS. COLAIZZII: Yes.

22 MR. WEISS: Mrs. Fink?

23 MS. FINK: Yes.

24 MR. WEISS: Dr. Holley?

25 DR. HOLLEY: Yes.

1 MR. WEISS: Mr. Isler?

2 MR. ISLER: Yes.

3 MR. WEISS: Ms. Shealey?

4 MS. SHEALEY: Yes.

5 MR. WEISS: Mr. Sumpter?

6 MR. SUMPTER: Yes.

7 MR. WEISS: Mrs. Hazuda?

8 MS. HAZUDA: Yes.

9 MR. WEISS: Report is approved.

10 MS. HAZUDA: Let's move on to the report on
11 personnel that includes addendums A, B and C before
12 you.

13 Any questions on the personnel report at
14 this time?

15 Mr. Brentley?

16 MR. BRENTLEY: Yes.

17 I have to come back, there is one that I
18 wanted to just point out. Let me come back, if I can,
19 until I find it, please.

20 MS. HAZUDA: Mrs. Colaizzi?

21 MS. COLAIZZI: No.

22 MS. HAZUDA: Mrs. Fink?

23 MS. FINK: I am good.

24 MS. HAZUDA: Dr. Holley?

25 DR. HOLLEY: No.

1 MS. HAZUDA: Mr. Isler?

2 MR. ISLER: No.

3 MS. HAZUDA: Mr. Sumpter?

4 MR. SUMPTER: No, thank you.

5 MS. HAZUDA: Ms. Shealey?

6 MS. SHEALEY: No, thank you.

7 MS. HAZUDA: Mr. Brentley, back to you.

8 MR. BRENTLEY: Page 16. I believe page 16,
9 No. 11.

10 If I am reading it correctly, I believe
11 this is under retirements.

12 No. 16 is Ms. Olatunjii, who is retiring
13 student services assistant at Allegheny Elementary
14 School.

15 Out of all retirees -- page 11. It is I
16 have had personal dealings with her. All of the kids
17 refer to her as "Ms. O". She was a mother figure in
18 the building.

19 And you have to meet her to really
20 appreciate her. Always smiling, and will interrupt a
21 conversation and say "Baby, let me fix your coat."
22 Doesn't matter who you are.

23 "Baby put your hat on, it is cold." She
24 knew all of the kids by name.

25 And it was just truly truly amazing.

1 I just wanted to send out a big shout to
2 Ms. Olatunjii. And a big hug. And just let her know,
3 thank you for many, many days of making my sons button
4 up and put his hat on and do what he was supposed to
5 do. So we will miss her.

6 And I would hope that we would find a way
7 having a conversation with her again. What would you
8 suggest and what can we do to be a better school
9 district?

10 What would you tell us to do to make
11 parents more open and welcome in to the district?

12 I don't know.

13 But those are the kind of individuals we
14 should find a way to talk to.

15 Also, I think on page 5, there was -- page
16 5.

17 Did I miss No. 5, we listed the personnel
18 for the Summer Dreamers.

19 That is in here. Am I correct, Ms. Spolar?

20 MS. SPOLAR: Yes. It is in the back pages.

21 MR. BRENTLEY: Back pages. What page is
22 that, please?

23 MS. SPOLAR: Page 20.

24 MR. BRENTLEY: I just wanted to ask, out of
25 the individuals here, these are the individuals who

1 will be working 2012 this year for the Summer Dreamers
2 program?

3 MS. SPOLAR: That's correct.

4 MR. BRENTLEY: Can you tell me roughly the
5 diversity from this list? I can see the gender
6 issue. But in terms of ethnicity.

7 MS. SPOLAR: I would need to get back to
8 you on that.

9 MR. BRENTLEY: Okay.
10 I would encourage administration we really
11 dig deep when filling those positions. It is a summer
12 activity.

13 It is important that a large percentage of
14 students are African-American, that we see
15 African-American men as well as women in these key
16 positions, even during the Summer Dreamers program.

17 So I am hoping that someone was able to
18 consider that when making the commitments and hiring
19 these individuals.

20 Everyone is qualified. But we are here
21 trying to set an example for the entire district and
22 for our students.

23 And a lot of our students don't see that in
24 the particular communities they come from.

25 So it is important that we do it as a

1 district.

2 Thank you very much.

3 MS. HAZUDA: Thank you, Mr. Brentley.

4 Mr. Weiss, may we have roll call, please?

5 MR. WEISS: On the human resources report.

6 Mr. Brentley?

7 MR. BRENTLEY: Yes.

8 MR. WEISS: Mrs. Colaizzi.

9 MS. COLAIZZII: Yes.

10 MR. WEISS: Mrs. Fink.

11 MS. FINK: Yes.

12 MR. WEISS: Dr. Holley.

13 DR. HOLLEY: Yes.

14 MR. WEISS: Mr. Isler.

15 MR. ISLER: Yes.

16 MR. WEISS: Ms. Shealey.

17 MS. SHEALEY: Yes on the report as a

18 whole. No on Q1.

19 MS. COLAIZZII: What page?

20 MR. SUMPTER: 16.

21 MS. COLAIZZII: Thank you.

22 MR. WEISS: Mr. Sumpter?

23 MR. SUMPTER: Yes on the report as a

24 whole. No on item Q1 on page 16.

25 MR. WEISS: Mrs. Hazuda?

1 MS. HAZUDA: Yes.

2 MR. WEISS: The report is approved.

3 MS. HAZUDA: Thank you, Mr. Weiss.

4 There are no financial reports in
5 January -- do you have a question?

6 MR. ISLER: I do.

7 I don't want you to pass over the financial
8 report. I do have questions of Mr. Camarda. Can I
9 ask it now about the financial reports?

10 MS. HAZUDA: Let me finish my statement.
11 Then we will go to you.

12 MS. HAZUDA: There are no financial reports
13 in January and February. We will have financial
14 reports for the months of December, January and
15 February at the March meeting.

16 Mr. Isler.

17 MR. ISLER: Thank you, Mrs. Hazuda.

18 Mr. Camarda, the reason we do not have the
19 financial reports is that you and your staff, the
20 controller's staff are closing out the 2011 fiscal
21 year.

22 Correct?

23 MR. CAMARDA: Correct.

24 MR. ISLER: Is there anything that anybody
25 is seeing that is unusual?

1 MR. CAMARDA: No.

2 MR. ISLER: We are still within budget.

3 MR. CAMARDA: Within budget and possibly
4 better.

5 MR. ISLER: Even though Ms. Shealey already
6 recognized this, I think you and your staff need to be
7 commended for the bond issuance this year and saving
8 money to the district.

9 So thank you and to your staff. We will
10 anxiously await the first three months next year.
11 Thank you.

12 Thank you, Mrs. Hazuda.

13 MS. HAZUDA: Thank you, Mr. Isler.

14 MS. HAZUDA: There are no new business
15 items before us this evening.

16 Are there any other items to be brought
17 before the board at this time, that require board
18 approval?

19 Mr. Brentley?

20 MR. BRENTLEY: Yes.

21 I have two items. Both very important,
22 both pretty much symbolic.

23 I want to take a moment to just remind my
24 colleagues that I had the opportunity responding to a
25 request that we all received to attend the very

1 important meeting at Westinghouse over the past week.

2 And I just want to say it was another eye
3 opening meeting.

4 And it is one that I think I just wish all
5 my colleagues would have been there to actually hear
6 and to see some of the things that are actually taking
7 place there.

8 And so I had said there that I felt that
9 someone needed to publicly apologize to that community
10 for what has happened over the last year, year and a
11 half, maybe close to two years to them.

12 So for me, it is with great pain, somewhat
13 embarrassment and concern, that I again must share
14 with the students or share with the public some of the
15 problems that have happened and taken place at
16 Westinghouse.

17 So I am going to be submitting these
18 items. I will read them for a vote.

19 And I will ask before you vote, it would be
20 so empowering to get a unanimous vote on this item.

21 They are looking for an opportunity, an
22 approval to move forward.

23 It is bad. It is just bad in terms of what
24 has happened there.

25 And so I am going to kind of refresh you

1 all with a couple of things that has happened over the
2 past, that we as a board as well as administration has
3 pretty much failed.

4 No. 1, we failed to provide necessary
5 incentives, that would encourage the district's best
6 teachers to choose to teach at Westinghouse although
7 we promised that to the community.

8 No. 2, we did not fully provide the
9 district support as promised in recruiting and
10 selecting the best teachers for the opening of
11 Westinghouse as a 6 to 12 program, and we sent over 20
12 displaced teachers.

13 No. 3, we pushed and punished this
14 community by putting six to eight grades in a building
15 with 9 to 12 high schools, without proper security and
16 separation, knowing that we were putting younger kids
17 in harm's way.

18 And in some cases putting them in the same
19 classes. Fully knowing that this school and the
20 neighborhoods would not be ready for this.

21 Segregated African-American students by
22 only giving students from Westinghouse and Peabody
23 feeders to areas to go to school in Homewood or the
24 Hill.

25 We had eight changes in school level

1 administrations -- school level administrators in
2 Westinghouse during the 2011 and 2012 school year,
3 which was an indication that things were not working.

4 We still tried to push this reform down the
5 throats of the community.

6 We failed to give the necessary attention
7 to the issues raised by the parents, community and
8 staff related to transportation, student safety
9 causing over 300 suspensions, 70 of them were criminal
10 citations.

11 We placed students illegally for at least
12 two years in a single gender class and can continue to
13 start -- continue to start the school year knowing
14 that the aspects of the school's transformation would
15 not continue to be supported at the district level.

16 We attempted to implement a new software
17 system for grades, attendance and scheduling without
18 the necessary experience with the system to ensure
19 smooth transition, causing us to violate even state
20 compulsory attendance law, because we didn't even know
21 what students were not in school.

22 We failed to collaborate with the
23 Westinghouse Alumni Association, we met with the
24 superintendent -- who met with the superintendent and
25 repeatedly warned her and pleaded with her to slow the

1 process down, and she ignored them.

2 And they all just simply wanted to be a
3 part of the future of the district. We failed to
4 allow this school to grow over time.

5 Other configured schools were given the
6 time to add a new grade level each year, i.e., that is
7 University Prep, which we allowed a grade each year as
8 well as Sci Tech.

9 But Westinghouse opened as a 6 to 12 in the
10 first year of transformation.

11 We failed to publicly support a strategic
12 initiative offered by the Westinghouse Alumni
13 Association, that were brought to the attention of the
14 district in an effort to bring the Peabody and
15 Westinghouse communities together prior to the
16 consideration.

17 We also had the ex-valedictorian ceremony,
18 football games, mergers and neighborhood ceremonies.

19 Finally, we failed to hire people who were
20 experienced and knowledgeable of issues surrounding
21 the community.

22 But instead we hired people, who were given
23 jobs as political favors or consultant contracts to
24 say it was going to work.

25 Again, I would like to make an apology on

1 behalf of the Pittsburgh Public Schools and hope that
2 my God, my God, that we allow this community to move
3 forward.

4 I am asking each board member to pause
5 before we vote, because I understand the code on this
6 board, anything Mark Brentley touches, recommends or
7 supports, you are to attack it, shoot it down and vote
8 against it.

9 This is bigger than Mark Brentley. We are
10 responsible. This administration is responsible.

11 Sometimes as an adult or as an elected
12 official, we have to bite the big one and say "Oops,
13 we made a mistake, and let's at least publicly
14 acknowledge that.

15 Secondly, let's empower them to move
16 forward. Thirdly, moving forward means you got to do
17 something different. You cannot do the same thing.
18 You have to expand the circle.

19 I would really like to see them just find a
20 way to turn most of this over to the community.

21 So I will separate that. I will read the
22 other one. We can do it together, if you like.

23 I want to say thank you to Dr. Lane. I
24 made a request for -- a request was made of me by one
25 of my constituents that her grandmother is turning 90

1 years old.

2 But 90 years old still gets around, still
3 drives. I mean, just as sharp as you can imagine.

4 But she is having a birthday coming up
5 soon. She will be tickled to hear her name tonight.

6 And she is really, really excited.

7 But she is also a die hard Pittsburgh
8 Public Schools supporter.

9 And so they asked if we would share a few
10 words if her. Here it is. It is with pleasure I
11 offer my congratulations on turning 90 years old this
12 Friday, February 29th.

13 The Pittsburgh Public Schools and
14 Pittsburgh Manchester preK family are indebted to you
15 for giving so generously of your time as a volunteer
16 in supporting our children throughout the '80s and the
17 '90s.

18 The success of the public education rests
19 on strong community involvement. Your dedication
20 enabled you to bring back the lives of many children,
21 who are now grown.

22 I have no doubt that they will be -- that
23 they will remember the role you made in their
24 education and will likely pay forward when they have
25 the opportunity to support their school and community.

1 Thank you and congratulations.

2 That is signed by myself as well as

3 Dr. Lane.

4 It is her daughter, who I think spent at
5 least 20 or 30 years as a Pittsburgh Public School
6 employee. All of her children attended the Pittsburgh
7 Public Schools.

8 This Saturday I will be hand delivering
9 this to Ms. Myrtle Butler, who is excited and totally
10 loved with the Pittsburgh Public Schools.

11 So I will be able to stand and tell her
12 that I submitted this and it received a hopefully
13 unanimous vote from the board.

14 And I am sure if she can jump, she will
15 jump for joy.

16 So I would like to submit both of these
17 items for a formal vote.

18 Thank you.

19 MS. COLAIZZU: Point of rule.

20 MS. HAZUDA: We have to have a motion from
21 you, Mr. Brentley.

22 MR. BRENTLEY: I would like to make a
23 motion separately.

24 The first -- I would like to make a motion
25 first, so you won't hit me as hard, on the

1 MR. BRENTLEY: If there was anything that
2 was misleading, I got it from newspaper articles and
3 votes that we had here.

4 I just want to say again, that if you just
5 consider it.

6 This is a community that we actually had to
7 have a vote on the floor for the superintendent to go
8 to meet with. And the motion failed.

9 This is a community that was mentioned
10 here, how we throw things together, this is a
11 community that continues to go through a huge
12 transition that has not been helpful for the
13 community, not to mention in some cases some are even
14 calling this year as almost a wasted year for those
15 students.

16 That should hit you, pierce you right in
17 the heart as parents.

18 So that is what this item is for.

19 MS. HAZUDA: There is a motion on the
20 floor. Is there a second to that motion?

21 DR. HOLLEY: I am confused. Point of
22 order.

23 The background information that
24 Mr. Brentley has presented here, it is correct. I
25 don't think anybody is going to deny that all of these

1 have transpired.

2 So Mr. Brentley, I am just asking, are you
3 asking the board to acknowledge that there were major
4 issues at Westinghouse?

5 I am just collapsing them.

6 That is really -- I don't have any problem
7 with what was written. Most, if not all of it, is
8 absolutely correct.

9 Are you asking us -- it is really the
10 background information to a program that was
11 dysfunctional.

12 And my concern is that I want to make sure
13 that in the motion, that there is an agreement to move
14 forward with community support -- community board and
15 district support to rectify the problems and develop a
16 program at the school, that we can all agree on, that
17 will work.

18 Do you understand?

19 MS. HAZUDA: Mr. Brentley has put a page
20 and a half motion in front of us, that we don't have.
21 You are enriching it.

22 May I suggest that you two get together and
23 give us for next month something in the form of a
24 motion, that we can have in advance and look at rather
25 than trying to do it on the fly and not capture the

1 intent?

2 MS. COLAIZZI: Having a discussion on a
3 motion that has not been seconded.

4 DR. HOLLEY: Am I still on my point of
5 order?

6 The reason I am saying that is because to
7 me, it seems -- I might be -- I may not be right,
8 Mr. Weiss, and you can tell me, that he has given you
9 information bullet by bullet about the school, which I
10 don't have a problem with.

11 But I am looking at condensing -- giving
12 this to all of the board members, so that they can
13 also look at it and digest it.

14 But also have a formal statement. And ther
15 have something that is going to also acknowledge that
16 we are going to move forward in order to support the
17 school.

18 That is my only question.

19 MR. BRENTLEY: I can respond.

20 Yes.

21 Dr. Holley, it is a wonderful point. I
22 have to be very honest with you. I had another
23 section, but I am fearful of even putting this
24 forward.

25 Because this is not -- it has been somewha

1 of a hostile board, when acknowledging what has
2 happened at Westinghouse.

3 So for me, I thought about doing it in
4 phases. If we first -- the first step in to solving
5 any problems is to acknowledge the problem.

6 And some board members, who have never
7 attended a meeting at Westinghouse, have yet to
8 acknowledge the fact that we made some huge mistakes.
9 And we spent a ton of money.

10 And so the first step is simply acknowledge
11 that.

12 The second step is then your position. Now
13 let's put something together with teeth to direct the
14 administration to do something different and to get
15 commitments from this board on moving forward while
16 expanding, opening up, possibly turning over the
17 largest decision making to the future of Westinghouse
18 to an ad hoc committee in the Homewood community,
19 where they can now try to piece things together.

20 So I agree with you. I did not want to put
21 it on here. You can see the opposition here with
22 acknowledging the fact that there were mistakes made.

23 But I would support it. I would work with
24 you and anybody else on it.

25 The reason why that this should take place

1 now, the apology now, you and I were there, we were
2 the only two, if I am not mistaken, who attended that
3 meeting.

4 You were there. You can feel the
5 atmosphere. You can feel the morale. We did not do
6 that to any other school in this district.

7 So we need to step forward, acknowledge it
8 first. And then move forward.

9 And also, in terms of the technicality,
10 because you will hear a lot of it here today, you
11 might even here it reduced to a leading question.

12 Some refer to Mr. Weiss, "Can we do this
13 later?"

14 Some will say it is an educational thing,
15 "Dr. Lane, what do you think?"

16 There are no rules to saying "I am sorry".

17 And to an entire community, to those
18 parents, who had 300 citations, and nobody here
19 blinked an eye, as if it makes a difference.

20 I am a father of five. Foster parent of
21 many.

22 I would not know how to handle it.

23 And in one point, it almost suggests that
24 nearly half of those students received a citation.
25 You don't do this kind of thing.

1 And so it happened. It is bad. I want to
2 get it behind us and move it forward.

3 So this is what this is about here today.

4 MS. HAZUDA: Is there a second to the
5 motion?

6 DR. HOLLEY: I will second the motion.

7 MS. HAZUDA: It has been moved and
8 seconded. Discussion on the motion.

9 Mr. Brentley, do you have anything else you
10 want to say?

11 MR. BRENTLEY: No. I don't.

12 MS. HAZUDA: Mrs. Colaizzi.

13 MS. COLAIZZI: Mr. Brentley, I have asked
14 you many times, as I sat next to you on this board, to
15 please not bring us something last minute like this.

16 And then leave us feeling as though we are
17 not supporting anything for this district.

18 It is very frustrating being in my
19 position, where you have had this in your possession
20 and didn't share it. Here we are at the 11th hour.
21 The complete agenda has been done.

22 And we are trying to understand even what
23 you are asking us to vote on.

24 If you are asking us to simply vote on an
25 apology to a student body, staff and family of a

1 community, then simply say let us vote to apologize to
2 those three entities or more, or whatever way you want
3 to put it.

4 Not a long dirty laundry list of things
5 that we have acknowledged. There have been issues.
6 We have done everything we know how to do. And staff
7 is working on it.

8 I will not put them in a position of not
9 giving them the opportunity and then micromanaging.
10 And then when they allow micromanaging, we have
11 another mess on our hands.

12 So if you are asking for this board to
13 simply apologize for an error, then I can support a
14 one liner, let us support a one liner, that simply
15 says we apologize.

16 But to add a list to that, I can't support
17 that. It is a very degrading thing to do to this
18 staff.

19 That bothers me probably more than
20 anything. And it is even a little more degrading to
21 the students that went to that school and go to that
22 school right now.

23 How do you think they feel when they hear
24 this? This is very disturbing to me.

25 I can't support that, not in the body that

1 it is in. And please try to give this to us earlier.
2 So at least we can read it and ask you questions and
3 not feel like we are not supporting something that we
4 should be supporting.

5 Because I mean, I handed my copy over to
6 Dr. Holley. I don't even have it in front of me any
7 more. It is very inconsiderate to do it that way.

8 Thank you, Dr. Holley.

9 MS. HAZUDA: Could we please pass that up
10 to Mr. Weiss, so he has a copy?

11 MS. SHEALEY: Point of order. Am I the
12 only one who doesn't have a copy?

13 MS. HAZUDA: That is the only copy. That
14 is why I am asking it go to Mr. Weiss.

15 MR. BRENTLEY: Can I respond?

16 MS. HAZUDA: Mrs. Fink?

17 MS. FINK: I too feel very bad for the
18 mistakes that were made in the reconfiguration of
19 Westinghouse high school.

20 I think that we all do. I think some of
21 them were unknown to us as board members until it was
22 too late.

23 I think that some of the staff maybe were
24 working on one thing and didn't realize something in
25 another area wasn't being done properly.

1 We do have successful 6-12 schools.

2 I am not blaming any of the problems that
3 occurred on the grade configuration. I don't believe
4 that had a great deal to do with the problems that
5 arose.

6 As far as single gender out there, there
7 was support for single gender, Mr. Taylor, one of our
8 colleagues, for years advocated for single gender and
9 was very sure that that was going to be a big impetus
10 to help the achievement of the school.

11 I think everybody did things for the right
12 reasons, which just turned out wrong.

13 I too could support a very sincere -- I am
14 sorry the way things got messed up.

15 But I am not going to support that
16 particular language.

17 I don't believe that all of it was
18 contributory to the mishandling of the opening and
19 beginning of that new school.

20 MS. HAZUDA: Thank you, Mrs. Fink.
21 Dr. Holley.

22 DR. HOLLEY: I think that my position is
23 clear. And it is clear, because I was there many days
24 for the beginning of the school year, at the beginning
25 of the school year.

1 But my main concern at this point in time
2 is that something be attached.

3 I don't want to leave just that on the
4 table.

5 I also want to have something attached
6 where we are moving forward and we are working with
7 the community, the staff together and with the
8 teachers together to make that school better than what
9 it is right now.

10 I just need to have some idea of when that
11 is going to happen, when it is going to occur, how it
12 is going to occur.

13 Just like we are in this position with
14 Perry and Oliver, which I am in total agreement with.
15 I am glad that you are working very diligently to get
16 that off the ground. So that it is smooth.

17 I am hoping that the same thing will happen
18 for the K to 8 for Langley.

19 We now have to start reconfiguring.
20 Westinghouse as well, to see what can we do to make
21 that high school better than what it is right now.

22 That is the reason why I am -- I second the
23 motion that Mr. Brentley put here. Because those are
24 facts that happened at the school. And they are real
25 facts.

1 We can sit here and debate all night
2 whether or not it should be there. It happened.

3 So it happened. And that is why I am
4 voting for it.

5 I am also -- I also want to be very clear
6 that my expectation is that we are going to support
7 the children, whoever is left in the building for
8 2012, 2013, that this district is going to support
9 them.

10 And we are going to work together to help
11 the children that are going to be there. And even the
12 children that are there right now. I mean, I really
13 want to see that happen.

14 MS. HAZUDA: Thank you, Dr. Holley.
15 Mr. Isler.

16 MR. ISLER: Thank you, Mrs. Hazuda.

17 And I too, I think it is important that we
18 support the students that are there now going in to
19 the future.

20 I think that this board has had a number of
21 conversations about the situation at Westinghouse over
22 the last couple months.

23 And I think Dr. Lane has made it very, very
24 clear. I think she has apologized on behalf of this
25 district for what went on.

1 I think there have been tremendous changes
2 in the school, including personnel.

3 And I think she and her team continue to
4 work on making sure that this is a great high school.

5 That is what I am most concerned about.

6 I know we made mistakes. There is no doubt
7 about it. We make mistakes all the time. It is a
8 part of being human. But what I am most concerned
9 about is going forward, that the superintendent and
10 her team assure us that we are moving forward. We are
11 making necessary changes.

12 And we are seeing, as Mr. Sumpter begins
13 every one of our meetings, that the priorities, the
14 goals of this board are followed in every single
15 classroom for every single student.

16 I do agree that I think that for me to vote
17 on this, I would like to see it, study it, clearly
18 talk to the superintendent about her point of view of
19 some of these things.

20 Again, some things I have heard for the
21 first time tonight, I have to be honest about it.

22 And I am concerned about the future of this
23 school district and every single student.

24 But again, it is the responsibility of the
25 superintendent to make these corrections, and to move

1 forward, and it clearly rests with her. And she has
2 accepted that responsibility and that challenge.

3 So I am a little concerned we do something
4 like this without being able to read over it and
5 really study it.

6 I am more concerned about the
7 superintendent moving forward. Thank you,
8 Mrs. Hazuda.

9 MS. HAZUDA: Thank you, Mr. Isler.
10 Mr. Sumpter.

11 MR. SUMPTER: Thank you, Mrs. Hazuda.

12 Mr. Weiss, could you read the motion to us?

13 MR. WEISS: It is a bit of a challenge,
14 Mr. Sumpter. I will try.

15 As I understand the motion -- Mr. Brentley
16 has submitted a document which essentially is -- he
17 has asked that the board approve this document.

18 Contained within it is an apology on behalf
19 of the Pittsburgh Public Schools.

20 I think the best way to frame the motion is
21 to -- I guess the best way to frame the motion is the
22 board extend to Westinghouse community and students
23 and staff a formal apology for the actions described
24 in the attached document.

25 That is the best I can do.

1 MR. SUMPTER: The motion is evolving. It
2 is not crystal clear as to what the wording is going
3 to be. What the message is going to be to the
4 community.

5 There have been suggestions, one in an
6 apologetic manner. The other in a forward looking
7 what to do manner.

8 I don't hear all of that in the motion at
9 this point in time, at least the motion we are
10 discussing that is on the floor.

11 Am I correct, Dr. Lane, at least in the
12 newspaper report I read, that you did apologize for
13 things that didn't go according to plan at that
14 meeting?

15 DR. LANE: Yes. I did.

16 MR. SUMPTER: That is one.

17 I do agree that there should be a formal
18 apology from the board or from the district to the
19 students, staff, community members of Westinghouse.

20 The wording I think should be worked on to
21 the point that it conveys the feeling of this board in
22 total. Not one or two board members or whatever.

23 And the suggestions that were made as to
24 what should be in that memo I think should be worked
25 on.

1 Whether or not this one passes or not, that
2 other one needs to come forward, if this one does not
3 pass.

4 So I think the sentiment is that there were
5 mistakes made. There were things not done according
6 to plan. There were things that didn't go as we had
7 liked at Westinghouse.

8 As whether or not specifically each one of
9 these bullet items, I would need a little more
10 understanding of some of them.

11 I don't disagree that any of them did not
12 take place.

13 But more elaboration. I don't think it is
14 a timing issue as far as it is more a matter of the
15 will of the board. If the board is willing to give an
16 apology, it should come forward.

17 If they are not willing to do an apology,
18 then I think we have more than tonight to talk about.

19 It is with the fact agenda review is just a
20 week ago. And the fact that this had been mentioned
21 at public hearings more than once.

22 So it is not like this got anybody off
23 guard not knowing that perhaps we would be coming
24 forward. It is just the manner in which it was
25 brought forward this evening.

1 When you vote on something like this, you
2 like to be comfortable, completely comfortable. Not
3 disagreeing.

4 However, some of the language I might,
5 again, feel comfortable with.

6 So it is confusing as to what the actual
7 motion is. From what I heard, when I heard Mr. Weiss
8 say. And then some of the suggestions I heard as to
9 what would be a more appropriate apology.

10 And I think we should take the time to
11 craft that language. Because it is important. It is
12 not just something you say "I apologize" and move on.

13 You give specifics, the intent, and do it
14 in a more collaborative manner than just reacting to
15 what is put before us.

16 Thank you.

17 MS. HAZUDA: Thank you, Mr. Sumpter.
18 Ms. Shealey.

19 MS. SHEALEY: Thank you, Mrs. Hazuda.

20 I need to first agree with Mr. Sumpter in
21 that I am not clear on what the motion actually is.

22 But I think I heard Mr. Brentley say that
23 he wanted to separate an apology from a plan.

24 I agree both things are necessary. But I
25 also agree with Mr. Brentley's statement those things

1 need to be separate.

2 Because it is a lot easier to apologize
3 than to get a plan correct.

4 I do not believe that failure was
5 intentional. That there was a perfect storm of events
6 that led to an unsuccessful start of the school year
7 at Westinghouse.

8 But part of what I don't understand in this
9 request is why not ask for an apology for the past ten
10 years lack of education going on in that building.

11 Those children have not been serviced
12 appropriately for decades.

13 And that is what bothers me the most about
14 this.

15 Nobody spoke up. Nobody seemed to worry
16 when low quality education was flying under the radar
17 at Westinghouse.

18 But when people stood up to make change,
19 and I am not saying that those changes were correct or
20 appropriate.

21 But people stood up to make change, to
22 improve the quality of education delivered to those
23 children.

24 That was the goal.

25 But nobody worried about apologizing to

1 that community, to my community, when nothing was
2 happening in that building.

3 When five kids were proficient on PSSAs in
4 the entire building, nobody gave a hoody doody about
5 apologies. That just sits under me and burns my skin.

6 These kids haven't gotten what they have
7 needed for decades.

8 The bullets in this memo that are in front
9 of me may or may not be true. I will not sit here and
10 say that they are true.

11 I will specifically point to the bullets
12 regarding single gender education.

13 I personally sat in a meeting with the
14 superintendent, and I believe it was the ACLU and the
15 women's law project and discussed them backing off of
16 their suit against the single gender classrooms.

17 So I am certain that at the beginning of
18 this school year, the district was -- unless everybody
19 in that room was lying to me, which I do not believe.
20 I am certain that the district was behind single
21 gender education at the beginning of the school year.

22 I am equally certain it was people in my
23 community, who gave information to the women's law
24 project and ACLU to get the district off of those
25 plans.

1 They came at us with a hammer, that we did
2 not have the strength to fight against.

3 And to this day, it is under my skin, that
4 the women's law project and the ACLU didn't give a
5 ding dang about those kids being educated until we
6 wanted to do single gender education.

7 So there is plenty of apologies that need
8 to happen.

9 But those apologies don't -- are not from
10 the changes that were -- are not only caused or
11 necessary, because of the change that happened this
12 year at Westinghouse.

13 This stuff has been going on for years.
14 Years and years.

15 And nobody stood up until somebody wanted
16 to change a lack of education.

17 And Dr. Lane, I commend you for continuing
18 to work hard to find solutions to support those
19 children.

20 Because this ain't about those children.
21 This is about adults and what they want and what they
22 think they need.

23 Somebody has to fight and defend those
24 kids. And I pray that you will continue to do it.

25 Because there is so many strikes against

1 them already. And we are going to sit here and spend
2 an hour of our lives debating the need to apologize.

3 So I apologize for those things that I
4 supported, that didn't work.

5 But it wasn't for a lack of giving a damn.

6 It wasn't for a lack of caring or concern.

7 It was because I couldn't continue to watch
8 those kids get nothing.

9 Because that is what they were getting is
10 nothing.

11 I do not want to continue to send those
12 children -- the children who live in Homewood to a
13 school that I wouldn't send my children I gave birth
14 to.

15 That is unfair. That is wrong. It is
16 unethical and immoral.

17 All I want is for this school to be
18 positioned in a way that everyone who lives in 15208
19 wants to send their kids to.

20 That is what I wish for and what I want
21 for. And for my efforts or lack thereof, I
22 apologize. But don't ever put this in the light of
23 people not being concerned.

24 Because I have seen the work of this staff,
25 of our superintendent and the people in the community.

1 It is not for a lack of concern. But I
2 think Mr. Isler said it, it is humans. We are
3 humans. And we fail.

4 But we won't give up.

5 Thank you, Mrs. Hazuda.

6 MS. HAZUDA: Thank you, Ms. Shealey.

7 MS. HAZUDA: Mr. Weiss -- Mr. Brentley, go
8 ahead.

9 MR. BRENTLEY: It is just always stunning
10 to hear the different maneuvers used, when it comes
11 down to addressing the real issues, especially African
12 Americans. Fascinating to hear.

13 We have to keep in mind that some who have
14 made comments that they don't know if it is true or if
15 it happened or remember. Let's just keep it real.

16 White board members do not attend black
17 schools. You don't come in certain black schools,
18 when they are under fire or if it is at night.

19 So you don't come in to the hood. You sit
20 back. And you make decisions. You make failures.

21 And when some of us are not in your
22 presence, you make jokes, too. Okay?

23 And to simply say that all we want to do is
24 to say that "I am sorry".

25 Remember my earlier comments. I don't want

1 to have the stenographer to read them back. I said
2 you will hear two maneuvers, which is often.

3 When you are confronting the issue of race
4 and racism here, someone will have to turn a simple
5 apology in to a legal question "Mr. Weiss, would you
6 check this?"

7 And then secondly, someone will hide behind
8 the superintendent. "I am with Dr. Lane, whatever
9 Dr. Lane" -- look, it is an apology.

10 If I step on your toe right now, Theresa,
11 and look at me in the face, because I want to talk to
12 you, if I stepped on your toe, and it hurt and I made
13 you cry, would you want me to send it to a committee
14 to get a formal apology? Or would I say "Theresa, oh,
15 if I gave it to you wrong, Theresa, I am sorry. I did
16 not see."

17 What is more important to you?

18 MS. COLAIZZI: Your apology.

19 MR. BRENTLEY: That's right.

20 For you who didn't hear, she said it is my
21 apology. That is where you are. You can dance around
22 it all you want.

23 And comments made about the last ten years,
24 wait a minute. We have never had over 300 citations
25 within a year at any one school, that I can remember.

1 We have never had eight administrators in
2 six months.

3 It is like a revolving door over there.
4 And now we want to go back ten months. "Oh, it is
5 just going to just bend me out of shape to apologize
6 to them black people." They are hurting, too.

7 And we are board members, too. And
8 regardless how much, we can praise Dr. Lane and praise
9 the administration, somebody made some mistakes.

10 And as a board member we are simply doing
11 our share. She apologized publicly at the meeting.
12 And it is our duty. Remember, she is an employee. So
13 it is quick and easy to hide behind her.

14 We are the ones setting the policy. We are
15 the ones that put it in place. We are the ones that
16 empowered her to go and execute. That you can't split
17 hairs. Or as some would say, walk away from a train
18 wreck. You just can't do it.

19 It is fascinating to think we can go in
20 this long drawn out discussion over a simple apology.

21 You know, even the young kids out on the
22 street that we often refer to as gangsters got it
23 better.

24 I have seen them fight and do problems and
25 have issues. The first thing they do, "Hey, man, my

1 bad."

2 They didn't wait to talk to somebody, and
3 "should we get an agreement" and "should we talk to
4 legal" and should we -- look, you made a mistake.
5 Let's move forward.

6 Because if not, this thing is just going to
7 continue and continue. By the way, Doctor, I support
8 your comments that you have made.

9 And even if you want, Doctor, I will
10 support, if you want to put an amendment on it. It is
11 that time.

12 But you see what we are going through with
13 just an apology. So if you are willing to put your
14 amendment on to this, Doctor, I will second it.

15 Because I believe it is important to get
16 some kind of commitment. Let's remember, the
17 community is watching this meeting.

18 The community follows this board. And just
19 like the woman that we recognized, Ms. Butler, there
20 are some that eat, sleep and drink these meetings and
21 love this district.

22 And to know that you have to spend 45
23 minutes, close to an hour on just acknowledging that
24 some mistakes were made.

25 And by the way, comments were made here at

1 the table, that if it was intentional. I never said
2 intentional. A mistake was made. So we are not even
3 going to bring that part in to it.

4 Look, bad information. Misfires. Wrong
5 personnel. No training. Pushing things forward.
6 Ignoring the community. Ignoring the community.

7 Whatever you want. No one said -- you did
8 not hear me say they are in the back, and they are
9 meeting on how to shut Westinghouse down.

10 Those mistakes were made. And yes, we are
11 human.

12 So remember, this board, we don't have a
13 problem with every month we stand right up there, and
14 we let people -- they praise us. And we praise the
15 kids. "Oh, you are so wonderful".

16 They acknowledge us every once a year or
17 something about the world. And we just stick our
18 chests out. We are so thankful, when it is all
19 positive.

20 But what happens when we make a mistake?
21 What happens? You don't just take a hit and keep
22 moving.

23 So I am simply asking, Dr. Holley, I leave
24 it up to you, if you want to put an amendment on
25 there, I would be more than willing to support.

1 By the way, a comment was made "I don't
2 know if all of this is true." Well, read newspapers.
3 Look at board minutes. I listen to what you all say
4 and what you all vote on.

5 So if it is not true, as if to add some
6 doubt to the viewing public, that "something here is
7 wrong, something here is fishy," let's just deal with
8 it.

9 It has always been an issue of race at this
10 table. It continues to be an issue of race. And my
11 white colleagues here, if you don't have to face those
12 little kids and you don't have to confront it, it is
13 no skin off your nose, you have nothing in this game.
14 So it is meaningless to you.

15 But to my colleagues here, who are
16 African-American, you know the code in the hood. You
17 know the people were hurt. And you know the rumors of
18 what you have heard about what is going on.

19 If you do nothing else, show them we
20 acknowledge your pain. We acknowledge your
21 disappointment. Whether intended or not, we
22 acknowledge that.

23 And as a board member, who were responsible
24 in voting and putting things in motion, we are simply
25 saying we are sorry. "My bad".

1 Then with Dr. Holley's amendment, we are
2 putting a plan together to make sure that this will
3 never happen again, to not just Westinghouse but to
4 any public school in this city.

5 That should be our commitment. Don't get
6 all twisted on everything else or trying to find
7 reason. That is why I asked early on.

8 Pause, board members. Pause before you
9 speak, because they are watching. Pause before you
10 vote, because those students are watching as well.

11 Just pause.

12 Look past Mark Brentley. I know I have a
13 bulls eye on my back. I have tough skin.

14 I am used to this. You have been attacking
15 my stuff for the last six or seven years. I am not
16 hurt at all. I am here for the kids.

17 I can give a darn about what most of you
18 attempt to do or say here.

19 This will begin to empower the community.
20 Yes, they acknowledge it. Here are some suggestions.
21 Can we be a part? Can we move forward?

22 So Dr. Holley, if you are interested, I am
23 willing, and I do agree with you, I honestly agree
24 with you, I acknowledge all of your knowledge as an
25 educator. I acknowledge all of your experience in

1 that community.

2 So I am not by any way wanting to not
3 respond to that.

4 But I just want to remind you of who we are
5 dealing with here on this board.

6 It is always something very, very difficult
7 to do.

8 Nevertheless, if you put it on the floor, I
9 will second it.

10 Thank you.

11 MS. HAZUDA: Dr. Holley, do you want to
12 amend his motion?

13 DR. HOLLEY: I am not --

14 MS. HAZUDA: That is the problem.

15 DR. HOLLEY: Do we take the motion off,
16 that we already put on or what?

17 MR. BRENTLEY: Can I just explain it? As
18 you mentioned, Dr. Holley, this is an apology that
19 I read. And it is nothing more than an apology. But
20 I had to remind the board members of what has
21 happened.

22 That is why I read those points, as I
23 mentioned, where I got the information from.

24 What you would do, if you decide, the
25 comments you made of adding in to that a commitment

1 from the district and how we are going to move
2 forward.

3 If you want to do that here, that is fine.

4 But if not, if you feel comfortable at a
5 later date, we will move forward with this.

6 I will go with you. Because you know the
7 code in that community. You worked there.

8 DR. HOLLEY: Can I ask a question?

9 The motion that Mr. Weiss read, can that be
10 our motion, with the addition that plans are being
11 developed with support of the central office, support
12 of central office, school personnel and community
13 organizations?

14 Something very simple and generic where we
15 are going to work together as a unit.

16 MR. WEISS: Want to read that again?

17 Plans will be developed with support of
18 central office.

19 DR. HOLLEY: Support of central office,
20 school based personnel and community organizations.

21 MR. WEISS: I would say Dr. Holley is
22 offering that as an amendment.

23 MR. BRENTLEY: Second, second, second,
24 second.

25 MR. WEISS: She made an offer to amend it.

1 He seconded.

2 MS. COLAIZZI: Point of order. If I
3 understood Dr. Holley correctly, she said can she
4 replace that amendment with what he said with what she
5 just dictated.

6 MR. WEISS: I didn't hear that.

7 DR. HOLLEY: No.

8 I wanted to add on to what Mr. Weiss had
9 stated and add this at the end.

10 MS. COLAIZZI: The problem -- if I may.
11 May I?

12 The problem that I am not understanding.
13 And this is the whole thing. We were handed this half
14 an hour ago.

15 And as I read this, I can tell you three or
16 four things right off the bat, you couldn't do, if you
17 wanted to change. Because you have a union to deal
18 with. You have different issues, that you have to
19 deal with.

20 So this makes me very uncomfortable that is
21 attached to this, very uncomfortable. This is why I
22 said to him, when it was my turn to speak, that if you
23 were asking for an apology for what we have done
24 wrong.

25 And as Ms. Shealey has said, we did not

1 mean to go out in a neighborhood and do something
2 horrible. So let us apologize for what we have done
3 to No. 1, those students, because they are the No. 1
4 concern around this table.

5 Those parents of those students. And yes,
6 the community at large. The whole community. All of
7 it. The whole city needs to be aware of what happened
8 here.

9 And apologize in a general form, I can
10 support that.

11 But I cannot support this paper backing it.

12 I have had no opportunity to speak to
13 Dr. Lane about any of these things. But I can name
14 two right off the bat that the union wouldn't allow
15 you to do, if your life depended on it.

16 I can't say I blame them as a union person
17 and somebody that has done contracts many times. It
18 the way it works. It is the way the game is played.

19 And then you give me eight administrators.
20 I wrote them down. I only count five. I don't know
21 where you got eight.

22 But okay. That is my point to you.

23 It is with a backing of information. That
24 is the reason why I can't support it at all.

25 Then to be accused of things is very, very

1 disturbing.

2 I apologize, personally, to the
3 Westinghouse children, to those parents and to the
4 community and the city as a whole. I apologize.

5 And I ask that to please make sure that
6 they go out there and fix whatever is wrong.

7 And I believe that this board is very well
8 aware that the staff has come to us several times and
9 asked us several times to do different things to try
10 to begin to -- the healing process and to fix the
11 issues that are there.

12 And to begin doing what we need to do to
13 make it the right thing for those students.

14 At the end of the day Ms. Shealey is
15 correct. This is about children that have not been
16 educated for a long period of time.

17 And that should be our main concern.

18 I am not going to have this debate here
19 tonight. I can't.

20 And even if you did decide to amend it, it
21 is still with this attached. That is the problem I
22 have.

23 Thank you, Ms. Hazuda.

24 MS. HAZUDA: Mrs. Fink.

25 MS. FINK: I completely agree with

1 Theresa's assessment of the paper that was originally
2 passed out.

3 The various bullet points on there, I did
4 not think are an accurate description of all of the
5 things that happened.

6 I do like the amendment that Dr. Holley
7 wrote up. I think that pretty much covers where we
8 want to go. I don't think there is a person on this
9 board, certainly not myself, who agrees with any of
10 the missteps that happened.

11 I think everything that was done was done
12 with the intention to improve the educational
13 experience. Somewhere along the line things went
14 horribly wrong.

15 I don't think anybody here is going to deny
16 that. I think we all feel terrible that it happened.
17 It is over. We can't undo the past no matter how much
18 we want to.

19 We can only say we did not want this to
20 happen. We did not mean for this to happen. We are
21 very sorry that this happened. Let's all work
22 together to make sure that Westinghouse becomes a fine
23 example of an academic high school.

24 That is what we can do now. Let's not
25 rehash what happened. Because you can't change it.

1 So let's move forward. You have my apology. I would
2 not want to see this happen to any school.

3 Let's move forward and make sure that we
4 are on the right track and get the academics where
5 they need to be.

6 That is the best we can do at this point.
7 That is what we should do at this point.

8 MS. HAZUDA: Thank you, Mrs. Fink.
9 Dr. Holley.

10 DR. HOLLEY: I think I have said everything
11 at this point.

12 MS. HAZUDA: Thank you.

13 Mr. Isler.

14 MR. ISLER: Thank you, Mrs. Hazuda.

15 Mr. Brentley, in your final comments, where
16 you said we apologize for the failure of the program
17 at Westinghouse, and that was it, taking Dr. Holley's,
18 and we charge the administration, this is where again
19 word smithing is not done at a table like this.

20 But we charge the administration and add
21 things in. Because somebody has to take
22 responsibility at this district to provide the
23 leadership to get this completed.

24 That I am very comfortable with. I think
25 every one of us are apologizing for the missteps, the

1 misdeeds, the mistrust that went on this year.

2 What we are trying to do is to say in as
3 few words as possible, so we don't fight over the
4 words, that is what we are doing right now.

5 Then we want to move on.

6 Dr. Lane has done some amazing things in a
7 short period of time trying to turn things around in
8 terms of settling down the administrative end, getting
9 the philanthropic community put fellows out there in
10 addition to everybody else.

11 There is some fairly interesting things
12 that have gone on.

13 But somebody has to provide the leadership.

14 And right now the person, who is
15 responsible to provide that, is sitting at the other
16 end of the table, Dr. Linda Lane.

17 So that is all I am getting at,
18 Dr. Holley. I agree with the points you made. I just
19 think you have to charge somebody to do it.

20 So if it is we apologize, however you want
21 to add that, and we charge administration using the
22 wording of Dr. Holley, I am really comfortable with it
23 and can vote for it. I have no problem with it.

24 I am hearing, again, every time we ask for
25 what is -- what are we going to vote on, we are

1 getting another version.

2 Thank you, Mrs. Hazuda.

3 MS. HAZUDA: Thank you, Mr. Isler.

4 Mr. Sumpter.

5 MR. SUMPTER: Thank you, Mrs. Hazuda.

6 Just by what has happened this evening is
7 the reason why the board sets up procedures for how
8 things come forward.

9 We have committee meetings. We have agenda
10 review. And we come to this table.

11 If the manner in which we are going to do
12 business is that there is going to be surprises every
13 month, that defeats the whole purpose of having any
14 procedures or any manner in which we do business.

15 That is why I asked for a restatement of
16 the motion to make sure what the motion said with what
17 it did or did not include this attachment or not.

18 If it is just a simple item, it could have
19 been simply presented as this is the apology. And
20 that is it.

21 But when it comes with accusations and
22 attacking other board members or presenting just more
23 than just what the motion is about and what it is for.

24 And again, some of the bullet items, I mean
25 if you are talking about attempted to implement new

1 software systems for grades, attendance and
2 scheduling, that was district wide. It wasn't just on
3 Westinghouse only.

4 So the conveyance that you did something
5 just for Westinghouse, when it was done district wide,
6 like I was saying, there is some bullet items that
7 separate apology, whether we are going to move forward
8 or not. If it is two different letters or actions, I
9 have no problem with it.

10 Referencing this document, that you get at
11 the last minute, that is one and a half pages, I guess
12 it is some credence to give board members the
13 opportunity to discuss items before we get to this
14 legislative table.

15 That is more of a concern. Not whether or
16 not you agree to apologize. That is not the issue.
17 That is not the issue.

18 As other board members have said, if every
19 board member here needs to say individually "I
20 apologize", then it is being recorded. It is on the
21 Internet.

22 It is televised several times and will be
23 repeated.

24 So I think the listening public will hear
25 that we are apologizing for what has happened. And we

1 will do whatever we can to rectify that and improve
2 the situation from this day forward.

3 I think that is the bottom line. What the
4 apology should say or could say.

5 But if there is still confusion about what
6 it is, I guess before we vote, we should have
7 Mr. Weiss restate what the motion is, that we are
8 voting on and go from there.

9 MR. WEISS: Well, first of all, we have an
10 amendment that Dr. Holley offered and Mr. Brentley
11 seconded.

12 It reads that plans will be developed with
13 the support of central office, school based personnel
14 and community organizations.

15 That is an amendment that was offered by
16 Dr. Holley and seconded by Mr. Brentley.

17 The best motion I have here, and again, it
18 is very hard to articulate this, motion to extend a
19 formal apology to Westinghouse community students and
20 staff for missteps and misdeeds at Westinghouse.

21 I will admit to you that no one has said
22 that succinctly. But that is what I have derived from
23 this.

24 At minimum, we have to do something with
25 this amendment to know what we are voting on

1 ultimately. And that is pretty clear. The amendment
2 is clear.

3 MR. ISLER: But for the person -- point of
4 order. The person who offered the resolution and who
5 seconded it, is that what we are voting on?

6 MR. WEISS: They have to answer.

7 The best way to get an answer to that is to
8 ask the two individuals.

9 MS. HAZUDA: Mr. Brentley, is that wording
10 sufficient for your motion?

11 MR. BRENTLEY: I have read in to the
12 records my concerns. And I formally requested a
13 formal apology to the community.

14 And my comments will stand in what was
15 read. It is actually amusing to hear what we are
16 getting in to now.

17 It is just fascinating.

18 MR. SUMPTER: So based on what Mr. Brentley
19 has just stated as being the wording of his apology,
20 do we have to vote the amendment first? Or can we
21 have a vote at one time?

22 MR. WEISS: I think we need some semblance
23 of order here.

24 MR. SUMPTER: Let's go for the amendment
25 first, if that is the case.

1 MS. COLAIZZI: We don't know what the
2 motion is.

3 MR. WEISS: We just read that. I think we
4 need to vote on the amendment. Let's get that
5 resolved.

6 The amendment is that the plans will be
7 developed with the support of central office, school
8 based personnel and community organizations. That is
9 the amendment?

10 DR. HOLLEY: I just want to tweak that a
11 little bit. Am I allowed to do that?

12 MR. WEISS: Yes.

13 It is your amendment.

14 DR. HOLLEY: We charge the superintendent
15 to develop an educational plan with the support --
16 with the collaboration of central office, school
17 personnel and community agencies.

18 Somebody mentioned parents.

19 MR. WEISS: Let's have the reporter read
20 back the amendment.

21 (Record read.)

22 DR. HOLLEY: I want to add parents in to
23 that.

24 MR. WEISS: We will add parents to that.
25 That is the amendment.

1 Can we vote on that?

2 MS. HAZUDA: Mr. Brentley, do you second
3 the amendment?

4 MR. BRENTLEY: Second the amended, amended,
5 amended.

6 MS. SHEALEY: I lost my train of thought.
7 There is no order. There is no order.

8 MR. WEISS: It is difficult.

9 MS. HAZUDA: That is why I had initially
10 asked that we take this back and you two collaborate.

11 We have asked, the practice is to be, if
12 there is going to be a motion, it come before the
13 board at agenda review.

14 We would have had a chance to talk.
15 Tonight we would have had a motion that we could have
16 moved on without using an hour and a half of
17 everyone's time.

18 DR. HOLLEY: I just got this, when you got
19 it.

20 MS. HAZUDA: That is the problem.

21 So right now we have a second to the
22 motion -- we have an amendment to the motion.

23 So we have to take a vote on the amendment
24 to the motion.

25 MS. COLAIZZI: Not until you are done going

1 around the table.

2 MS. HAZUDA: I did. You said you were
3 done.

4 MS. SHEALEY: I told you I was done when
5 you were way over there.

6 MS. HAZUDA: Ms. Shealey.

7 I apologize.

8 MS. SHEALEY: Mr. Weiss, this document is
9 in no way attached to anything.

10 Is that true?

11 MR. WEISS: Either comments Mr. Brentley
12 has made and have been transcribed.

13 But the motion, as I understand it, and as
14 I interpret it, does not include this sheet.

15 MS. SHEALEY: Thank you.

16 MS. HAZUDA: Thank you for clarifying
17 that. Take a roll call vote on the amendment.

18 MR. WEISS: This is a vote on the amendment
19 that the reporter recently read to you.

20 Mr. Brentley.

21 MR. BRENTLEY: Yes.

22 MR. WEISS: Mrs. Colaizzi.

23 MS. COLAIZZI: I am sorry, Mr. Weiss, to d
24 this to you, and I apologize to do this before I vote,
25 but I am still confused --

1 MR. WEISS: That is not part of it.

2 MS. COLAIZZI: You are saying it. He did
3 not say that.

4 MR. WEISS: We just established what the
5 motion is. That is not part of the motion.

6 MS. COLAIZZI: You repeated the motion. I
7 want to hear that coming from him.

8 MR. WEISS: Mr. Brentley confirmed that.

9 MS. COLAIZZI: When?

10 MR. WEISS: About five minutes ago.

11 MS. COLAIZZI: Did you confirm this is not
12 attached to the original amendment?

13 MR. BRENTLEY: We are voting on the
14 amendment. That is what we are voting on.

15 MS. COLAIZZI: That is attached to a motion
16 you made.

17 MR. BRENTLEY: You will come back for
18 another vote for the motion.

19 MS. COLAIZZI: With all due respect, I vote
20 no. I am too confused.

21 MR. WEISS: Mrs. Fink?

22 MS. FINK: I abstain.

23 MR. WEISS: Dr. Holley.

24 DR. HOLLEY: Yes.

25 MR. WEISS: Mr. Isler.

1 MR. ISLER: Yes.

2 MR. WEISS: Ms. Shealey.

3 MS. SHEALEY: Yes.

4 MR. WEISS: Mr. Sumpter.

5 MR. SUMPTER: Yes.

6 MR. WEISS: Mrs. Hazuda.

7 MS. HAZUDA: Yes.

8 MR. WEISS: So the amendment is approved.

9 We are back to the original motion, which is, as I

10 have it here, as best I can discern it from these

11 notes, is a motion to extend the formal apology to the

12 Westinghouse community, students, parents and staff.

13 That is the motion as amended by

14 Dr. Holley's amendment, which was approved.

15 MR. ISLER: Point of order.

16 That is it?

17 MR. WEISS: That is the motion.

18 MR. ISLER: Nothing to do with any of the

19 other comments Mr. Brentley made?

20 MR. WEISS: Mr. Brentley made comments.

21 They are in the record. This is the motion.

22 MR. BRENTLEY: And my comments are for the

23 record.

24 And they are in the record.

25 MR. ISLER: But I want to be clear,

1 Mr. Brentley, in the record I have no problem with.

2 They are not part of the motion.

3 MR. BRENTLEY: Mr. Isler, I would never put
4 you on Front Street ever be seen apologizing to black
5 people. I wouldn't do that to you.

6 Unbelievable. You are going to sit here --
7 I am talking.

8 Amazing. It is amazing. A wonderful,
9 wonderful learning tool for those in the viewing
10 audience.

11 This is what goes on, when you are dealing
12 with issues, especially when folks simply don't want
13 to admit the mistake that was made.

14 My comments are on the record. I stand by
15 my comments. I wish I would have had more. I wish
16 you all would have joined me.

17 I would emphasize again to the
18 African-American members of this board, you know what
19 happened in that building, you know the dangers.

20 White board members who don't go there,
21 won't know, you may be at a slight disadvantage.

22 But for some of us, who live in and around
23 these communities, we should be up front and simply
24 apologize allowing them to move forward. My comments
25 stand.

1 If you have any issues with what I have
2 here, go to the local newspaper and look at the
3 records.

4 Remember, most of you voted for some of
5 these things.

6 Most of the items I did not even vote for,
7 because I knew of its nature.

8 I am here nevertheless pushing forward an
9 apology. And I am here standing as a board.

10 Remember, we can say that Dr. Lane did this
11 and Dr. Lane did that. Or it is up to her
12 responsibility. Remember, we voted as a board.

13 We voted as one body.

14 And so that is where the apology should
15 come.

16 MS. HAZUDA: Mr. Weiss, could we take --
17 did you want to say something?

18 MS. COLAIZZI: I apologize, madam chair.
19 And I apologize to my colleagues and even the
20 audience. But I am still not clear on what exactly I
21 am voting on.

22 If I am voting on a simple apology, then I
23 want to be clear about that.

24 If I am voting on an apology where this is
25 an attachment, I can't.

1 MR. WEISS: You are not voting on the
2 attachment.

3 MS. COLAIZZI: Mr. Weiss, I apologize for
4 interrupting you. You have said that. And I respect
5 you. And I have no problem taking your word.

6 But every time Mr. Brentley has been asked
7 this question, he does not answer it by saying yes or
8 no.

9 I would like Mr. Brentley to tell me is his
10 motion attached to this or not. A simple yes, it is,
11 or no, it is not.

12 It would make my ability to make a decision
13 here this evening a lot easier. Can you just tell me,
14 if your original motion has this attached to it or
15 not, sir?

16 MR. BRENTLEY: My motion or followed by my
17 comments, that I read in to the record, which I still
18 stand by.

19 And you are getting close, Ms. Colaizzi, to
20 treading on suggesting that you want to remove my
21 comments from the record?

22 Or you don't want my comments to be
23 associated with that?

24 Every board member has the right to share
25 his or her comments. And to interpret and to put

1 things and to make their comments before and after any
2 kind of vote.

3 That is what I am doing. If you don't
4 support it, then do what you have to do.

5 MR. WEISS: Just so the board is clear.
6 Mr. Brentley has made comments. Other board members
7 have made comments here in the record.

8 We have a court reporter here, he takes it
9 down accurately.

10 The motion before you is an apology.

11 This attachment is not part of the motion.

12 You have an amendment approved. The
13 apology and that amendment will be the motion you are
14 voting on. That is what the minutes will reflect.

15 So with that, do you want to have roll
16 call? We can do it.

17 Mr. Brentley?

18 MR. BRENTLEY: Yes.

19 MR. WEISS: Mrs. Colaizzi.

20 MS. COLAIZZI: Abstain.

21 MR. WEISS: Mrs. Fink.

22 MS. FINK: Yes.

23 MR. WEISS: Dr. Holley.

24 DR. HOLLEY: Yes.

25 MR. WEISS: Mr. Isler.

1 MR. ISLER: Yes.

2 MR. WEISS: Ms. Shealey.

3 MS. SHEALEY: Yes.

4 MR. WEISS: Mr. Sumpter.

5 MR. SUMPTER: Yes.

6 MR. WEISS: Ms. Hazuda.

7 MS. HAZUDA: Yes.

8 MR. WEISS: Motion as amended is approved.

9 MS. HAZUDA: Are there any other items to
10 be brought, any board action?

11 MR. SUMPTER: Thank you, Mrs. Hazuda.

12 Very briefly, I had a new business item for
13 tonight. It was for the school district of the City
14 of Pittsburgh to enter in to a contract with
15 Manchester's craftsmen guild to fund its afterschool
16 program in an amount up to 50 percent of its 2011
17 funded amount.

18 I am not going to make a motion to put that
19 on the table tonight, because we might be here as long
20 as we have been here discussing the last motion.

21 However, I would like to suggest that this
22 be put on the agenda for an upcoming education
23 committee meeting, so we can fully discuss this issue.

24 Thank you.

25 MS. HAZUDA: Thank you, Mr. Sumpter.

1 Is there anything anyone would like --
2 Mr. Brentley.
3 MR. BRENTLEY: I have some other
4 announcements.
5 Mr. Sumpter, that was the surprise you were
6 talking about.
7 MR. SUMPTER: No. I said it at agenda
8 review. I said I would bring it forward at agenda
9 review.
10 Go back and look at the tape.
11 MR. BRENTLEY: Okay.
12 I just want to ask Dr. Lane again. There
13 was a letter that was sent to you by Fred Logan.
14 I would ask, Doctor, if you could, to
15 respond. He attended two public hearings.
16 But also I just want to ask in terms of an
17 update.
18 There were I think 40 or 50 questions that
19 I delivered at last month from the Westinghouse
20 community around Westinghouse school and so on.
21 Have you been able to respond to those
22 questions in writing?
23 DR. LANE: I got those questions last
24 Thursday. I have not responded to them.
25 I have now three documents. None of them

1 say clearly who they are from or to whom answers
2 should be sent.

3 And I believe some of it is -- some of the
4 things are contained in all three documents.

5 And so some of them can be responded to.
6 Others our personnel managers could not be responded
7 to. But I will be creating a response of some kind.
8 Yes.

9 MR. BRENTLEY: Okay.

10 And I think it is safe to say that one of
11 many of the individual organizations would be the
12 Westinghouse Alumni Association.

13 I am sure you have a way to contact them.
14 The president is here. He can give you his contact
15 information. And you can share that with him.

16 But we want to simply move forward, if we
17 can.

18 I do want to remind folks there will be a
19 Take a Father to School Day meeting on Monday the
20 1st. It will be at Obama School 6:00 to 8:00.

21 We are encouraging all men in the district,
22 who are interested, to help us plan for this year's
23 activities to please try to attend.

24 Also, a point I wanted to mention,
25 Dr. Lane, on the question of transportation for the

1 district, I attended -- I don't know what the name of
2 the organization was.

3 But it is a meeting where they are
4 organizing to deal with she said it is supposed to hit
5 in July. I am not sure. But this is the cuts in
6 possible routes in the city -- county.

7 And also the possible increase in rate of
8 transportation.

9 So I think it would be great if we can have
10 an update, a formal report immediately, or an impact
11 report on how the proposed changes would impact the
12 district financially or in terms of the routes that
13 are being cut out.

14 And if possible, when we have that meeting
15 or report or item on agenda, is it possible to
16 entertain the question of -- is it possible for the
17 district to consider purchasing buses versus leasing?

18 I don't know.

19 But I am just thinking what can we do to
20 kind of head off what is getting ready to happen.

21 It is almost -- it is also rumored that by
22 summer, that they believe gas will be nearly five
23 dollars a gallon.

24 I know it is a little different for us.
25 But still we will experience some kind of increase.

1 So we are kind of getting hit in all kind of
2 directions.

3 So it would be wonderful, I think, if we
4 had a meeting very, very soon so we know what to
5 expect, and if there is some discussion on even if the
6 district were to purchase maybe six buses, so it would
7 defray the cost when moving our students back and
8 forth, that would be helpful.

9 The final thing I wanted to mention is I
10 want to say in the last five years, I believe there
11 has been three families and close to seven or eight
12 kids who were harmed or either killed in house fires.

13 And I think, Dr. Lane, it is time that we
14 find a way, and I wish Mr. McCrea was here, that we
15 immediately put something together, if it is in the
16 morning opening with the students, or we do something
17 where the kids are reminded daily on stop, drop and
18 roll.

19 Reminded daily playing with matches and how
20 it could be flammable. Or remind them what do you do
21 in the case of a fire.

22 And this last one really got to me, because
23 we continue to see our students.

24 But I have some fliers. I just want to
25 pass down to you. I was able to pick these up in the

1 City County Building.

2 They are great, if you look at them.

3 Somewhere if our educators can find a way to bring
4 these to life and set up plays or have questions or
5 games where the kids can practice this stuff to find a
6 way.

7 But apparently, I think it is something
8 that is needed. Hopefully, your administration would
9 find a way to incorporate that ASAP in to some of the
10 activities throughout the district.

11 I do have one final thing.

12 There was an article in the local
13 newspaper, the Trib. I will just highlight the one.
14 It was a front page article again.

15 And it was "Struggling city pays lobbyist
16 400,000 dollars".

17 There was only one thing here, that I just
18 want to mention, and our solicitor made comments there
19 and said that the district retain -- concerning the
20 one individual, Mr. Thomas, the district retained
21 Mr. Thomas as part of a nonmandatory initiative to
22 employ minority subcontractors. And because
23 Mr. Thomas had some potentially useful political
24 contacts.

25 And I believe that that is probably a true

1 statement.

2 My concern is when you put it on the front
3 page of the newspaper above the fold and go through
4 the article and read it, it suggests that minority
5 contracts, women owned contracts, small business
6 contracts are a burden or can be a problem.

7 So I want to set the record straight as the
8 chair of the women and business minority committee,
9 that they are not burdens.

10 And that it is important that we find a way
11 to create an even playing field. And this article
12 would have been great for Mr. Thomas, had he even
13 submitted an application for the entire contract.

14 So I want to just stand up and give a shout
15 out to the involvement or the importance of having
16 women minority small contractors involved in the
17 district.

18 And secondly, to not allow anyone to read
19 in to this, that it is a problem, when they get
20 involved.

21 And there is always an issue around them.
22 And they are not certified. Or it is not this. And
23 that is simply not the truth. They are great partners
24 of the district.

25 Thank you.

1 MS. HAZUDA: Thank you.

2 Dr. Lane, would you like to address the
3 Port Authority?

4 DR. LANE: Just a couple things. One, in
5 regard to the buses, we don't know yet, so we couldn't
6 set up a meeting.

7 We do know whatever it is won't be good.
8 But we don't have a number for you yet. Mr. Camarda
9 has been talking to Mr. Vasser, who is working with
10 Port Authority to see what the impact would be on if
11 these routes get stop ended as proposed as well as a
12 rate hike.

13 We are aware of it. We are working with
14 them. As soon as we get information for the board, we
15 will be sharing it with you.

16 In regard to the issue around house fires.
17 This is something that actually Mr. McCrea and I did
18 some work with three years ago. Is that correct?

19 But Mr. McCrea had a program that one of
20 the staff of the fire department had worked on, that
21 we incorporated as a part of our health curriculum for
22 the kids.

23 So obviously, the problem is -- it was
24 startling to me, frankly. Because that was something
25 I had been totally unused to.

1 And an obvious concern in an area of
2 expertise for him.

3 So there has been work done even including
4 developing a package for kids, that has things that
5 you can put in a window to show it is a child's room,
6 those kind of things.

7 Of course, training kids on what to do,
8 because often children will hide, which makes it even
9 harder for firefighters to find them.

10 So we are including that as a part of our
11 curriculum.

12 And I just want to clarify those two items.

13 MS. HAZUDA: Thank you, Dr. Lane.

14 Mrs. Colaizzi?

15 MS. COLAIZZI: No.

16 MS. HAZUDA: Mrs. Fink.

17 Dr. Holley.

18 DR. HOLLEY: Yes. I just want to echo the
19 support that Mr. McCrea gave to Lincoln. We had two
20 major house fires in which our students perished.

21 And the Pittsburgh fire department was able
22 to come up to the school and really give a wonderful
23 presentation to the students with Mr. McCrea.

24 And the training was done on site for
25 students and parents.

1 And I also want to thank the Pittsburgh
2 fire department, since you brought this up, for giving
3 out free smoke detectors to the parents and community
4 members in the Lincoln Larrimore area.

5 I also want to give a shout out to the
6 Dilworth elementary school. I was there this week.
7 They honored me as the new board member for the area.

8 And they had a wonderful morning meeting,
9 which included the entire school. And parents were
10 there.

11 I felt really welcome in to the school. I
12 want to thank Dr. Lamar for her wonderful acceptance
13 of me as the new board member.

14 And hopefully, we will be able to present
15 our gifted and talented program to the board and to
16 the equity committee, so that you can see the
17 wonderful work that is going on there.

18 Hopefully, it can be duplicated at some of
19 our other elementary schools.

20 Thank you.

21 MS. HAZUDA: Thank you.

22 Mr. Isler.

23 MR. ISLER: Thank you, Mrs. Hazuda.

24 In the interest of time, I will forge
25 ahead. I guess the question of Mr. Weiss and

1 Dr. Lane, have either of you heard of a lottery with
2 one of our charter schools that was not conducted
3 appropriately?

4 DR. LANE: I don't have any information in
5 that regard.

6 MR. WEISS: I do have some information.

7 MR. ISLER: Thank you.

8 I don't want to necessarily pick on the
9 individual charter.

10 But on Friday night, I got a number of
11 phone calls and e-mails from parents who are very
12 concerned.

13 I don't in any way want to gloat on this.
14 I don't want to sound like it. But we do charter
15 these schools.

16 We have been running lotteries in this
17 district for some of our schools since my days in
18 Harrisburg, because we modeled this district in other
19 parts of the state, which then goes back to the late
20 '70s, early '80s.

21 I don't think we have ever been cited ever
22 in having a lottery that was not conducted
23 appropriately.

24 And I think that our charters should be
25 informed that we do things right. And maybe they can

1 learn something from us.

2 So I don't know all of the particulars. I
3 heard it basically from parents.

4 MR. WEISS: Well, I would like, since you
5 bring it up. I would just say without getting in to
6 details, that our office has received a number of
7 calls.

8 And the concern was conveyed to their
9 counsel with whom we deal extensively. That is as
10 much as I can say. I am aware of what you are talking
11 about.

12 MR. ISLER: I assumed you were. Because of
13 the way parents were moving legally.

14 But again, I think that they are a part of
15 the Pittsburgh Public Schools. We do conduct
16 lotteries, appropriately.

17 And maybe they should talk to some of our
18 staff about how to do it. So that they don't get in
19 potential trouble.

20 Thank you.

21 MS. HAZUDA: Thank you, Mr. Isler.
22 Mr. Sumpter.

23 MR. SUMPTER: Thank you, Mrs. Hazuda.

24 I just want to remind folks there will be a
25 book signing at the Hill District Carnegie Library on

1 Monday, the 27th.

2 There is a new book out about August
3 Wilson, "Pittsburgh Places and Things". One of the
4 authors is Lawrence Glasgow.

5 And there is another gentleman, whose name
6 escapes me at the moment. But they are both going to
7 be there that evening for a book signing celebration,
8 and also copies of the book will be available for
9 purchase.

10 And also don't forget to invest in our
11 future. Please give to the Pittsburgh Promise.

12 MS. HAZUDA: Thank you, Mr. Sumpter.
13 Ms. Shealey.

14 MS. HAZUDA: I have two quick things I want
15 to bring up.

16 Last week was national PTA take your family
17 to school day.

18 And Banksville K to 5 got a grant from the
19 national PTA. And had a really, really nice
20 international day.

21 They now have I think it is about 60 ESL
22 students. So they actually had some classrooms set up
23 representing six different countries.

24 And you went in. And there were adults an
25 students modeling the clothes.

1 There was a message in each of the rooms,
2 that they talked to the parents about either how to
3 get the best education for their child or increasing
4 parent involvement at the school. How can you get
5 involved.

6 They reiterated that everybody is working
7 together as a team.

8 It was a really, really nice event. It was
9 extremely well attended, better attended than they had
10 anticipated.

11 They had food from each of the countries,
12 much of it was prepared by their ESL parents. So
13 there was a high representation there.

14 But the thing that was really cool, in
15 addition to all of the students and the parents that
16 were there, every single teacher was there.

17 I have never seen that in my life.

18 And in addition to every teacher, the
19 principal was, the office staff, and the cafeteria
20 workers. I have never ever seen that.

21 So something is good happening at
22 Banksville. And it was a wonderful celebration of
23 national take your family to school week.

24 The other thing I want to bring up in a few
25 weeks, our students will be taking their PSSA tests.

1 And the goal for the whole year is for our
2 students to learn. But of course, the PSSA tests are
3 a measure.

4 So we want to remind the parents to make
5 sure your kids get to bed early those nights, have a
6 good breakfast. And realize that it is important.

7 And we want them to do their best.
8 Mr. Sumpter.

9 MR. SUMPTER: Thank you, Mrs. Hazuda. I
10 didn't give all of the information on that book
11 signing on this coming Monday.

12 But it is February 27th, August Wilson,
13 "Pittsburgh Places" and his life and plays. That will
14 be a talk and book signing.

15 The authors, Lawrence Glasgow and
16 Christopher Rossen, will be there. The time is
17 5:00 p.m. to 6:45 p.m. Monday.

18 That is located at the corner of Center
19 Avenue and Kirkpatrick Street in the Hill District.
20 Thank you.

21 MS. HAZUDA: Thank you.

22 I have one last thing before we adjourn for
23 this part of business.

24 My son -- go ahead.

25 I didn't see you.

1 DR. HOLLEY: I forgot to mention that this
2 weekend we took 40 high school students from
3 Westinghouse, Obama, Langley and Brashear to the
4 international conference for future educators of
5 America.

6 And one of our students actually was in one
7 of the competitions from Obama. And she did a
8 wonderful job.

9 I just wanted to put that -- put a shout
10 out to the young people. They did a fabulous job at
11 the conference.

12 There were over 12 hundred students from
13 around the country at this conference.

14 MS. HAZUDA: There being no other new
15 business, can I have a motion to adjourn?

16 MS. COLAIZZI: So moved.

17 MR. ISLER: Second.

18 MS. HAZUDA: I think it is Colaizzi and
19 Isler.

20 All those in favor?

21 (Chorus of ayes.)

22 MS. HAZUDA: Opposed?

23 (No response.)

24 MS. HAZUDA: Okay.

25 Meeting is adjourned.

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(Thereupon, at 9:40 p.m., the Legislative

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Meeting was concluded.)

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C-E-R-T-I-F-I-C-A-T-E

I, Lance E. Hannaford, the undersigned, do
hereby certify that the foregoing one hundred
twenty-four (124) 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 Wednesday, February 22, 2012.


Lance E. Hannaford, Court Reporter

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PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

February 22, 2012

Regular Meeting

ROLL CALL

APPROVAL OF MINUTES: January 25, 2011

COMMITTEE REPORTS

A. Committee on Education

B. Committee on Business

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

COMMITTEE ON EDUCATION

February 22, 2012

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 number, 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 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. PAYMENTS AUTHORIZED

RESOLVED, that the board of directors of the Pittsburgh-Mt. Oliver Intermediate Unit authorize its proper officers to approve the following payments, set forth in the following sub paragraphs A through C, inclusive:

- A. Payment to Smart Solution Technologies in the amount of \$450.00, to present a three hour workshop on the proper use and implementation of the Smart Response units in the classroom. Teachers attending this workshop will be able to effectively use Smart Response as a formative assessment tool to measure students learning. Brandie Boback from Smart Solution Technologies will be the presenter for this workshop. The workshop will be held on March 15, 2012.

The total cost of this workshop will not exceed \$450.00 from account 10.2270.320.460.109.000.

- B. Payment to WPIC/UPMC in the amount of \$2250.00, to present a workshop on The Importance of Positive, Safe and Predictable School Climate on the Learning Brain. The workshop will be presented by Ryan Klingensmith, M.Ed. and Susan L. Tarasevich, Ed.D. The goals for this workshop are to provide a reduction in behavioral problems and an increase in academic achievement. Topics to be addressed consist of: promoting a warm physical environment, development of a reasonable and predictable structure, expectations, policies and procedures for teachers and students, expanding education to include social and emotional skills as well as academic skills. Continued support to ensure implementation of strategies with be conducted with school visits throughout the semester. The workshop will be held on a date to be determined in March 2012.

Payment to WPIC/UPMC in the amount of \$2250.00, to present a two day workshop on Creating a Systematic Prevention "Triangle": Supporting Positive Behavior in the School. The workshop will be presented by Ryan Klingensmith, M.Ed. and Susan L. Tarasevich, Ed.D. The goals for this workshop are to provide a reduction in behavioral problems and an increase in academic achievement. Topics to be addressed consist of: promoting a warm physical environment, development of a reasonable and predictable structure, expectations, policies and procedures for teachers and students, expanding education to include social and emotional skills as well as academic skills. Continued support to ensure implementation of strategies with be conducted with school visits throughout the semester.

The workshop will be held on a date to be determined in April 2012.

The total cost of these workshops will not exceed \$4,500.00.00 from account 10.2270.320.460.109.000.

- C. Payment to National Science Teachers Association, Conference Department, for registration fees in the amount of \$240.00 for Ms. Laura Trahan to attend the 60th NSTA National Conference on Science Education on to be held on March 29-April 1, 2012. The four day conference will provide discussions and presentations in earth science, biology, chemistry, physics, environmental science, physical science, and general science. will be the presenter for this conference. There will be twenty-six speakers/presenters including Mr. Leland Melvin, Associate Administrator for Education, NASA Headquarters, Mr. Bill Nye,

Executive Director, The Planetary Society, Francis Q. Eberle, Executive Director of the National Science Teachers Association.

Total cost of this action is not to exceed \$240.00 from account 10.2270.580.460.109.000.

- D. Payment to PMEA (Pennsylvania Music Educators Association) for registration fees in the amount of \$130.00 for Mr. Peter Bucci to attend the 2012 PMEA Annual In-Service Conference on April 19-21, 2012. Attendees to the PMEA Conference will gain quality knowledge and support from fellow musical educators and bring this information back to the classroom.

Total cost of this action is not to exceed \$130.00 from account 10.2270.580.460.109.000.

- E. Payment authorization is requested for conference registration, airfare, hotel, and meals in the amount \$2800.00 for Sister Patricia Laffey and Sister Mary Jo Mutschler to attend the National Catholic Educational Association Convention on April 10-13, 2012 in Boston, Massachusetts. Total cost is not to exceed \$2800.00 and is payable from the Pittsburgh-Mt. Oliver Intermediate Unit's Title II-A federal grant for staff development activities for non-public schools.

Charge to account: 10.2270.580.460.109.000.

Respectfully submitted,

Ms. Sharene Shealey
Chairperson
Committee on Education

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

COMMITTEE ON BUSINESS

February 22, 2012

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. PAYMENTS AUTHORIZED

RESOLVED, that the board of directors of the Pittsburgh-Mt. Oliver Intermediate Unit authorize its proper officers to approve the following payments, set forth in the following sub paragraph inclusive:

- A. It is recommended that the list of payments made for the month of January 2012, in the amount of \$415,166.38 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,

Mrs. Theresa Colaizzi
Chairperson
Committee on Business

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

February 22, 2012

FINANCIAL STATEMENTS

For

January 2012

**PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT
INTERIM MONTHLY BALANCE SHEET - ALL FUNDS
FOR MONTH ENDING JAN 31, 2011**

	GENERAL FUND	SPECIAL REVENUE FUNDS	FIDUCIARY (PAYROLL) FUND	TOTAL ALL FUNDS
CURRENT ASSETS				
Cash	\$ 555,278.37	\$ (1,000.00)	\$ 111,439.96	\$ 665,718.33
Petty Cash	\$ 50.00			\$ 50.00
Investments	\$ 4,665,062.77	\$ 4,324,853.70		\$ 8,989,916.47
Intergovernmental Accts. Receivable	\$ (925,594.02)	\$ -		\$ (925,594.02)
TOTAL CURRENT ASSETS	<u>\$ 4,294,797.12</u>	<u>\$ 4,323,853.70</u>	<u>\$ 111,439.96</u>	<u>\$ 8,730,090.78</u>
 TOTAL ASSETS	 <u>\$ 4,294,797.12</u>	 <u>\$ 4,323,853.70</u>	 <u>\$ 111,439.96</u>	 <u>\$ 8,730,090.78</u>
 CURRENT LIABILITIES				
Accounts Payable	\$ 296,999.75	\$ -		\$ 296,999.75
Payroll Accruals and Withholdings			\$ 111,439.96	\$ 111,439.96
Compensated Absences				\$ -
Deferred Revenues	\$ 3,825,159.70			\$ 3,825,159.70
TOTAL CURRENT LIABILITIES	<u>\$ 4,122,159.45</u>	<u>\$ -</u>	<u>\$ 111,439.96</u>	<u>\$ 4,233,599.41</u>
 FUND EQUITY				
Reserve for Encumbrances	\$ -			\$ -
Unreserved Fund Balance(unaudited)	\$ 1,782,644.42	\$ -		\$ 1,782,644.42
Current Year Revenues in Excess of Expenditures *	\$ (1,610,006.75)	\$ 4,323,853.70		\$ 2,713,846.95
Invested in Equipment	\$ -			\$ -
TOTAL FUND EQUITY	<u>\$ 172,637.67</u>	<u>\$ 4,323,853.70</u>	<u>\$ -</u>	<u>\$ 4,496,491.37</u>
 TOTAL LIABILITIES AND FUND EQUITY	 <u>\$ 4,294,797.12</u>	 <u>\$ 4,323,853.70</u>	 <u>\$ 111,439.96</u>	 <u>\$ 8,730,090.78</u>

**PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT
MONTHLY REPORT OF CASH AND INVESTMENT ACCOUNTS
FOR THE MONTH ENDING JANUARY 31, 2012**

1/31/2012

**CASH ACCOUNTS
(All Funds)**

Citizens Bank	\$ 6,712.79
PNC Bank	\$ 638,397.16
TOTAL CASH ACCOUNTS	<u><u>\$ 645,109.95</u></u>

**INVESTMENT ACCOUNTS
(All Funds)**

Pa. Local Government Investment Trust	\$ 2,332,053.96
Pa. School District Liquid Asset Fund	\$ 6,654,707.93
TOTAL INVESTMENT ACCOUNTS	<u><u>\$ 8,986,761.89</u></u>

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT
EXPENDITURE ANALYSIS
GENERAL FUND
CURRENT FISCAL YEAR TO DATE TO PRIOR FISCAL YEARS END
AS OF JAN 31, 2012

	YEAR END 6/30/2008	YEAR END 6/30/2009	YEAR END 6/30/2010	YEAR TO DATE 6/30/2011	YEAR TO DATE 1/31/2012
1000 INSTRUCTION					
100 Personnel Services-Salaries	\$ 1,674,708.00	\$ 1,542,171.67	\$ 1,674,730.84	\$ 1,631,340.58	\$ 830,562.18
200 Personnel Services-Benefits	\$ 569,452.00	\$ 475,235.94	\$ 565,070.81	\$ 643,795.22	\$ 380,814.40
300 Professional/Technical Services	\$ 148,790.00	\$ 109,493.83	\$ 94,339.50	\$ 140,805.15	\$ 151,274.15
400 Purchased Property Services		\$ -	\$ -		\$ 1,619.95
500 Other Purchased Services	\$ 921,845.00	\$ 820,788.30	\$ 864,844.68	\$ 905,377.25	\$ 768,450.43
600 Supplies	\$ 320,317.00	\$ 203,566.42	\$ 269,990.82	\$ 761,986.03	\$ 905,018.32
700 Property	\$ 7,448.00	\$ 492.00	\$ 44,793.00	\$ 820,630.26	\$ 345,333.70
800 Other Objects	\$ 150.00	\$ -	\$ 89.00	\$ 272.33	\$ 282.00
900 Other Uses of Funds			\$ -		
TOTAL INSTRUCTION	\$ 3,642,710.00	\$ 3,151,748.16	\$ 3,513,858.65	\$ 4,904,206.82	\$ 3,383,355.13
2000 SUPPORT SERVICES					
100 Personnel Services-Salaries	\$ 1,485,356.00	\$ 1,749,574.04	\$ 1,686,076.44	\$ 1,523,815.70	\$ 693,775.63
200 Personnel Services-Benefits	\$ 568,137.00	\$ 632,033.28	\$ 640,398.26	\$ 656,285.58	\$ 333,740.50
300 Professional/Technical Services	\$ 228,575.00	\$ 239,988.24	\$ 155,759.19	\$ 100,313.17	\$ 120,092.00
400 Purchased Property Services	\$ 53,870.00	\$ 62,906.74	\$ 60,067.95	\$ 66,895.92	\$ 47,858.63
500 Other Purchased Services	\$ 59,727.00	\$ 92,701.49	\$ 118,980.05	\$ 69,471.21	\$ 80,193.63
600 Supplies	\$ 160,612.00	\$ 125,613.21	\$ 79,189.06	\$ 81,508.39	\$ 17,366.62
700 Property	\$ 25,734.00	\$ 14,874.53	\$ 8,710.00	\$ 14,724.16	\$ 4,334.00
800 Other Objects	\$ 1,924,629.00	\$ 2,058,444.86	\$ 2,080,173.77	\$ 1,196,435.35	\$ 663,557.90
900 Other Uses of Funds					
TOTAL SUPPORT SERVICES	\$ 4,506,640.00	\$ 4,976,136.39	\$ 4,829,354.72	\$ 3,709,449.48	\$ 1,960,918.91
3000 OPERATION OF NON-INSTRUCTIONAL SERVICE					
100 Personnel Services-Salaries	\$ 17,815.00	\$ 14,537.00	\$ 15,415.00	\$ 16,031.60	
200 Personnel Services-Benefits	\$ 2,747.00	\$ 1,928.10	\$ 2,199.04	\$ 2,119.77	\$ 148.00
300 Professional/Technical Services		\$ -	\$ -		\$ 1,350.00
400 Purchased Property Services		\$ -	\$ -		
500 Other Purchased Services	\$ 5,251.00	\$ -	\$ -		
600 Supplies	\$ 8,375.00	\$ 2,319.75	\$ 11,940.21	\$ 20,891.49	\$ 1,212.10
TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES	\$ 34,188.00	\$ 18,784.85	\$ 29,554.25	\$ 39,042.86	\$ 2,710.10
5000 OTHER EXPENDITURES AND FINANCING USES					
900 Other Uses of Funds	\$ 364,145.00	\$ 409,724.06	\$ 356,503.03	\$ 741,689.84	\$ 53,600.45
TOTAL OTHER EXPENDITURES AND FINANCING USES	\$ 364,145.00	\$ 409,724.06	\$ 356,503.03	\$ 741,689.84	\$ 53,600.45
TOTAL GENERAL FUND EXPENDITURES	\$ 8,547,683.00	\$ 8,556,393.46	\$ 8,729,270.65	\$ 9,394,389.00	\$ 5,400,584.59

PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT

February 22, 2012

TRAVEL

For
January 2012

Date: 02/14/12
 Time: 10:44:07
 Ending Date: 01/31/12

Pittsburgh-Mt Oliver IU 2
 Account Summary Report 2011-2012
 Expenditure Accounts - with Activity Only

Page: 1
 BAR020
 board report

	Adjusted Budget	YTD Expended	Current Expended	Current Encumbrances	Remaining Balance
LL					
10 Fund 10					
1000 Instruction					
100 Personnel Services -	1,768,000.00	830,562.18	164,348.38	0.00	937,437.82
200 Personal Services -	590,380.00	380,814.40	61,364.71	0.00	209,565.60
300 Purchased Professional And	185,000.00	151,274.15	14,117.00	69,799.92	-36,074.07
400 Purchased Property Services	15,000.00	1,619.95	0.00	0.00	13,380.05
500 Other Purchased Services	1,280,000.00	768,450.43	69,268.20	19,311.95	492,237.62
600 Supplies	285,000.00	905,018.32	241,598.78	145,823.37	-765,841.69
700 Property	7,000.00	345,333.70	11,175.00	107,740.13	-446,073.83
800 Other Objects	0.00	282.00	0.00	65.00	-347.00
1000 Function (E) Total	4,130,380.00	3,383,355.13	561,872.07	342,740.37	404,284.50
2000 Support Services					
100 Personnel Services -	1,450,700.00	693,775.63	123,711.70	0.00	756,924.37
200 Personal Services -	516,700.00	333,740.50	49,507.84	0.00	182,959.50
300 Purchased Professional And	328,500.00	120,092.00	9,790.50	150,800.00	57,608.00
400 Purchased Property Services	133,500.00	47,858.63	10,228.48	0.00	85,641.37
500 Other Purchased Services	182,000.00	80,193.63	14,672.20	0.00	101,806.37
600 Supplies	230,029.00	17,366.62	4,464.98	13,044.30	199,618.08
700 Property	26,000.00	4,334.00	0.00	29,694.00	-8,028.00
800 Other Objects	1,515,000.00	663,557.90	253.66	0.00	851,442.10
2000 Function (E) Total	4,382,429.00	1,960,918.91	212,629.36	193,538.30	2,227,971.79
3000 Oper Of Noninstructional Svcs					
200 Personal Services -	0.00	148.00	0.00	0.00	-148.00
300 Purchased Professional And	0.00	1,350.00	0.00	6,900.00	-8,250.00
600 Supplies	30,000.00	1,212.10	1,361.48	0.00	28,787.90
3000 Function (E) Total	30,000.00	2,710.10	1,361.48	6,900.00	20,389.90
5000 Other Expenditures And					
000	100,000.00	0.00	0.00	0.00	100,000.00
900 Other Uses Of Funds	443,522.00	53,600.45	0.00	0.00	389,921.55
5000 Function (E) Total	543,522.00	53,600.45	0.00	0.00	489,921.55
10 Fund (E) Total	9,086,331.00	5,400,584.59	775,862.91	543,178.67	3,142,567.74
23 Fund 23					
1000 Instruction					
500 Other Purchased Services	1,187,356.00	654,274.40	0.00	0.00	533,081.60

Date: 02/14/12
 Time: 10:44:07
 Ending Date: 01/31/12

Pittsburgh-Mt Oliver IU 2
Account Summary Report 2011-2012
Expenditure Accounts - with Activity Only

Page: 2
 BAR020
 board report

	Adjusted Budget	YTD Expended	Current Expended	Current Encumbrances	Remaining Balance
ALL					
23 Fund 23					
1000 Function (E) Total	1,187,356.00	654,274.40	0.00	0.00	533,081.60
2000 Support Services					
300 Purchased Professional And	0.00	7,000.00	0.00	0.00	-7,000.00
2000 Function (E) Total	0.00	7,000.00	0.00	0.00	-7,000.00
23 Fund (E) Total	1,187,356.00	661,274.40	0.00	0.00	526,081.60
24 Fund 24					
1000 Instruction					
500 Other Purchased Services	9,730,877.00	3,941,508.00	0.00	0.00	5,789,369.00
1000 Function (E) Total	9,730,877.00	3,941,508.00	0.00	0.00	5,789,369.00
24 Fund (E) Total	9,730,877.00	3,941,508.00	0.00	0.00	5,789,369.00
25 Institutionalized Children's					
1000 Instruction					
500 Other Purchased Services	1,048,592.00	511,397.16	0.00	0.00	537,194.84
1000 Function (E) Total	1,048,592.00	511,397.16	0.00	0.00	537,194.84
25 Fund (E) Total	1,048,592.00	511,397.16	0.00	0.00	537,194.84
Report Totals	21,053,156.00	10,514,764.15	775,862.91	543,178.67	9,995,213.18

Date: 02/14/12
 Time: 10:44:23
 Ending Date: 01/31/12

Pittsburgh-Mt Oliver IU 2
Account Summary Report 2011-2012
Revenue Accounts - with Activity Only

Page: 1
 BAR020
 board report

	Anticipated Revenue	Adjustments	YTD Revenue Received	Current Revenue Received	Remaining Balance
10 Fund 10			706.57	32.73	44,293.43
6500 Earnings On Investments	45,000.00	0.00			
6800 Revenues From Intermediate	2,156,380.00	0.00	455,330.25	0.00	1,701,049.75
6900 Other Revenue From Local	485,000.00	0.00	148,161.56	156.00	336,838.44
7200 Subsidies For Specific	1,500,000.00	0.00	556,153.00	259,125.00	943,847.00
7700 Revenue For Non-public	2,882,385.00	0.00	2,568,192.52	0.00	314,192.48
7800 Subsidies For State Paid	150,800.00	0.00	61,337.36	9,970.00	89,462.64
8500 Restricted Grants-in-aid From	1,583,311.00	0.00	696.58	0.00	1,582,614.42
10 Fund (R) Total	8,802,876.00	0.00	3,790,577.84	269,283.73	5,012,298.16
23 Fund 23					
7200 Subsidies For Specific	1,187,356.00	0.00	1,203,677.00	0.00	-16,321.00
23 Fund (R) Total	1,187,356.00	0.00	1,203,677.00	0.00	-16,321.00
24 Fund 24					
7300 Subsidies For Non-educational	9,730,877.00	0.00	7,375,020.00	3,433,512.00	2,355,857.00
24 Fund (R) Total	9,730,877.00	0.00	7,375,020.00	3,433,512.00	2,355,857.00
25 Institutionalized Children's					
7200 Subsidies For Specific	1,048,592.00	0.00	777,446.00	0.00	271,146.00
25 Fund (R) Total	1,048,592.00	0.00	777,446.00	0.00	271,146.00
Report Totals	20,769,701.00	0.00	13,146,720.84	3,702,795.73	7,622,980.16

PITTSBURGH-MT OLIVER INTERMEDIATE UNIT #2
ANALYSIS OF TRAVEL COST
FOR THE MONTH ENDING JANUARY 31, 2012

NAME	DESTINATION / PURPOSE	DATE(S)	REGISTRATION	LODGING	TRAVEL
PAFPC	PROFESSIONAL DEVELOPMENT	1/29/2012	\$ 335.00		
HILTON TOWERS	HARRISBURG, PA/PAIU	1/6/2012		\$ 156.52	

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TRANSCRIPT OF PROCEEDINGS

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PITTSBURGH BOARD OF PUBLIC EDUCATION
PITTSBURGH-MT. OLIVER INTERMEDIATE UNIT MEETING
WEDNESDAY, FEBRUARY 22, 2012
9:40 P.M.
ADMINISTRATION BUILDING - BOARD ROOM

- - -

BEFORE:

THERESA COLAIZZI
WILLIAM ISLER
THOMAS SUMPTER, SECOND VICE-PRESIDENT
MARK BRENTLEY
JEAN FINK
SHARENE SHEALEY, FIRST VICE-PRESIDENT
DR. REGINA B. HOLLEY
SHERRY HAZUDA, BOARD PRESIDENT

- - -

MEMBERS ABSENT:

FLOYD McCREA

- - -

ALSO PRESENT:

MR. MARK CAMPBELL	DR. LINDA LANE
MR. IRA WEISS	MS. JODY SPOLAR
MR. PETER J. CAMARDA	MS. LINDA BAEHR
MS. LISA FISCHETTI	DR. JEANNINE FRENCH
DR. JERRI LYNN LIPPERT	

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REPORTED BY: LANCE E. HANNAFORD
PROFESSIONAL COURT REPORTER

- - -

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

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ORIGINAL

1 P-R-O-C-E-E-D-I-N-G-S
2 MS. HAZUDA: I would like to call the
3 February 20th, 2012 meeting of the Pittsburgh-Mt.
4 Oliver intermediate unit to order.
5 Mr. Weiss, could we have roll call, please?
6 MR. WEISS: Mr. Brentley.
7 MR. BRENTLEY: Here.
8 MR. WEISS: Mrs. Colaizzi.
9 MS. COLAIZZII: Here.
10 MR. WEISS: Mrs. Fink?
11 MS. FINK: Still here.
12 MR. WEISS: Dr. Holley.
13 DR. HOLLEY: Here.
14 MR. WEISS: Mr. Isler.
15 MR. ISLER: Present.
16 MR. WEISS: Mr. McCrea is absent.
17 Ms. Shealey.
18 MS. SHEALEY: Here.
19 MR. WEISS: Mr. Sumpter.
20 MR. SUMPTER: Present.
21 MR. WEISS: Ms. Hazuda.
22 MS. HAZUDA: Here.
23 MR. WEISS: Eight members present.
24 MS. HAZUDA: Thank you, Mr. Weiss.
25 Would board members please turn to the

1 minutes of last month.

2 Are there any corrections, additions or
3 deletions?

4 MS. COLAIZZI: So moved.

5 MR. ISLER: Hearing none, move to approve.

6 MS. HAZUDA: Colaizzi Isler.

7 Approve the minutes of the January 25th,
8 2011 Legislative Meeting.

9 All those in favor?

10 (Chorus of ayes.)

11 MS. HAZUDA: Opposed?

12 (No response.)

13 MS. HAZUDA: All right.

14 Turn to the committee on education
15 submitted by Ms. Shealey.

16 Do we have any questions? Anything that
17 was not addressed at agenda review?

18 MR. ISLER: Hearing none, move to approve.

19 MR. SUMPTER: Second.

20 MS. HAZUDA: Isler Sumpter.

21 All those in favor?

22 (Chorus of ayes.)

23 MS. HAZUDA: Opposed?

24 (No response.)

25 MS. HAZUDA: Okay. Let's move to committee

1 report on business that is before you.

2 Any questions or comments that were not

3 addressed at agenda review?

4 MR. ISLER: Hearing none, move to approve.

5 MR. SUMPTER: Second.

6 MS. HAZUDA: Isler Sumpter.

7 All those in favor?

8 (Chorus of ayes.)

9 MS. HAZUDA: Opposed?

10 (No response.)

11 MS. HAZUDA: Go to the report on personnel.

12 There is none.

13 MS. COLAIZZI: Motion to adjourn.

14 MS. FINK: Second.

15 MS. HAZUDA: Colaizzi Fink.

16 All those in favor?

17 (Chorus of ayes.)

18 MS. HAZUDA: Opposed?

19 (No response.)

20 MS. HAZUDA: Thank you all very much.

21 - - -

22 (Thereupon, at 9:42 p.m., the Pittsburgh-Mt.

23 Oliver Intermediate Unit Meeting was concluded.)

24 - - -

25

1 C-E-R-T-I-F-I-C-A-T-E

2 I, Lance E. Hannaford, the undersigned, do
3 hereby certify that the foregoing four (4) pages are a
4 true and correct transcript of my stenotypy notes
5 taken of the Pittsburgh-Mt. Oliver Intermediate Unit
6 Meeting held in the Pittsburgh Board of Public
7 Education, Administration Building, Board Committee
8 Room, on Wednesday, February 22, 2012.

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Lance E. Hannaford, Court Reporter

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