EAST ALLEGHENY SCHOOL DISTRICT MINUTES FOR THE REGULAR SCHOOL BOARD MEETING DECEMBER 5, 2016

Reorganization Meeting 6:00 p.m. – Regular Meeting 7:00 p.m.

EXECUTIVE SESSION The Board went into Executive Session from 6:15 to 7:00 p.m. for Personnel and Legal

matters.

CALL TO ORDERThe regular meeting of the School Board of the East Allegheny School

District is called to order by Mrs. McCullough, the president, at 7:00 p.m.

Pledge of Allegiance

ROLL CALL Mr. Eichler, Mrs. Gates, Ms. Green, Mrs. McCullough, Mr. Paradine,

Mr. Pearsol, Ms. Rosenbayger, Mr. Savinda.

ABSENT: Mr. Volpe.

ALSO PRESENT: Mr. Mac Fann, Ms. Valicenti.

Solicitor: Mr. Beisler.

STUDENT Sunni Coyne, Amani Johnson.

REPRESENTATIVES

MINUTES OF THE Mrs. McCullough moved and Mr. Pearsol seconded the motion approving the REGULAR MEETING minutes of the regular school board meeting of November 14, 2016 and of the special meeting of November 21, 2016.

OF NOVEMBER 14, 2016 AND SPECIAL MEETING

OF NOVEMBER 21, 2016

The motion was passed, no dissenting votes.

SUPERINTENDENT'S

REPORT

STUDENT See report.

REPRESENTATIVE

HEAR FROM Mr. Pearsol moved and Mr. Paradine seconded the motion to dispense with the

THE CITIZENS regular order of business to hear from the citizens.

None.

The motion was passed, no dissenting votes.

RESUME THEMrs. Gates moved and Ms. Green seconded the motion to resume the regular

REGULAR ORDER order of business.

OF BUSINESS

The motion was passed, no dissenting votes.

COMMUNICATIONS: None.

APPROVE AGENDA IN TOTO

Mrs. Gates moved and Mr. Pearsol seconded the motion to approve the agenda as a whole, with exceptions as noted.

Eichler None

Gates None

Green None

McCullough None

Paradine None

Pearsol None

Rosenbayger None

Savinda None

The motion was passed, no dissenting votes.

Absent.

Volpe

BUDGET & FINANCE

TREASURER'S MONTHLY FINANCIAL STATEMENT FOR APPROVAL (A)

Mrs. Gates moved and Mr. Pearsol seconded the motion to approve the Treasurer's monthly statement.

The motion was passed, no dissenting votes.

SECRETARY'S REPORT FOR APPROVAL (B)

Mrs. Gates moved and Mr. Pearsol seconded the motion to approve the Secretary's report.

The motion was passed, no dissenting votes.

COMMITTEE REPORTS:

BUDGET & FINANCE

BILLS FOR PAYMENT APPROVAL AND RATIFICATION (C)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve and ratify the payment of bills as follows:

General Fund ------ \$ 843,913.98 GF Batch 6 ------ \$ 198,217.99 GF Batch 98* ------ \$ 228,408.82

*Batch 98- Charter School

The motion was passed, no dissenting votes.

PURCHASE ORDERS <u>APPROVAL (D)</u>

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve purchase orders as follows:

General Fund ----- \$ 417.00

BUDGET & FINANCE

CAFETERIA BILLS FOR PAYMENT (E) Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve and ratify Cafeteria bills for payment in the amount

of \$66,596.37.

The motion was passed, no dissenting votes.

FEDERAL PROGRAM

BILLS FOR PAYMENT (F) Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve and ratify the Federal Program bills in the amount of

\$57,821.28 as per attached.

The motion was passed, no dissenting votes.

INCREASE IN SUBSTITUE DAILY

RATE (G)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve an increase in the substitute daily rate to a flat \$95

per day.

The motion was passed, no dissenting votes.

APPROVE AGREEMENT WITH KELLY EDUCATIONAL SERVICES FOR SUBSTIUTE

FULFILLMENT (H)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the agreement with Kelly

Educational Services to provide substitute services to the East Allegheny School

District, as per the attached proposal.

The motion was passed, no dissenting votes.

PA DEPT OF TRANSPORTATION SCHOOL DISTRICT LAND **WAIVER OF RIGHTS (I)**

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve a Resolution with the PA Dept. of Transportation, Waiver of Rights to donate land for construction purposes as per attached documents.

The motion was passed, no dissenting votes.

BUILDING & GROUNDS

USE OF PROPERTY

REQUEST

The Administration the Board approve and ratify the following requests

for the use of the district facilities at a cost to the organization according to board

policy: \$0.00

Building/Grounds Date Requested Group Time Activity

EA 7th/8th Grade Soccer LES Gym T & Th, 12/6/16-3/30/17 5:30 - 7:00 p.m. Practice

CURRICULUM

APPROVE CARNEGIE MELLON UNIVERSITY 5th & 6TH GRADE WHOLE CLASS FRACTION STUDY (A)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the participation of approximately one hundred twenty (120) Logan Elementary 5th and 6th Grade students along with Louis Gerbi, 5th Grade Teacher, Hope Gerbi, 6th Grade Teacher and David Janusek, 6th Grade Teacher, in the Carnegie Mellon University Child Development Lab's whole class fraction study. The study would run January 19, 2017 through March 31, 2017.

COST TO THE DISTRICT: None.

The motion was passed, no dissenting votes.

CONFERENCE REQUEST HOMESTEAD, PA (B)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve and ratify the request from Matthew Lorenzo, ESL Teacher, to attend a conference on ESL Math Instructional Improvement at the Allegheny Intermediate Unit, Homestead, PA on Wednesday, November 30, 2016 from 8:00 a.m. to 3:30 p.m.

COST TO THE DISTRICT: None.

The motion was passed, no dissenting votes.

FIELD TRIP REQUEST NORTH VERSAILLES, PA (C)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the request from Mark Stahurski, Future is Mine Sponsor, and 20 students to visit, Logan Elementary School to make holiday cards with the second grade students.

COST TO THE DISTRICT: One (1) substitute for one (1) day.

The motion was passed, no dissenting votes.

CONFERENCE REQUEST HOMESTEAD, PA (D)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the request from Kristin Farabaugh, First Grade Teacher, to attend a conference on Comprehension, Complex Text and Close Reading at the Allegheny Intermediate unit, Homestead, PA on the following dates: January 18, 2017, February 15, 2017 and March 8, 2017.

COST TO THE DISTRICT: Registration (\$150) and one (1) substitute for each date.

The motion was passed, no dissenting votes.

FIELD TRIP REQUEST PITTSBURGH, PA (E)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the request from Amanda Rosco, Chorus Teacher, 35 students, and 2 additional parent chaperones, to attend the performance of the Broadway musical, "Something Rotten" at the Benedum Center, Pittsburgh, PA on Friday, February 3, 2017 from 7:00 to 10:30 p.m.

COST TO THE DISTRICT: Transportation – one bus. Students will pay the ticket costs.

CURRICULUM

CONFERENCE REQUEST PENN HILLS, PA (F)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the request from Debbie Hlavach and Kim Palermo, Sixth Grade Teachers, to attend a conference on Instruction and Scaffolding for Student Success in Writing TDA's at Text Dependent Analysis, Penn Hills, PA on December 8, 2016 to have a better understanding how to teach students successful TDA to help increase PSSA scores.

COST TO THE DISTRICT: Two (2) substitutes for one (1) day.

The motion was passed, no dissenting votes.

POLICY

ADOPTION OF REVISIONS TO POLICIES (A)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the adoption of the revisions to the following policies, as recommended by PSBA and provided in the recent Policy News Network:

Policy #007, Policy Manual Access Policy #810.3, Transportation – Video/Audio Recording

The motion was passed, no dissenting votes.

SECOND READING OF NEW POLICIES (B)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the second reading of the following new polices, as recommended by PSBA and provided in the recent Policy News Network:

Policy #113.4, Confidentiality of Special Education Student Information Policy #137.1, Extracurricular Participation by Home Education Students Policy #918, Title I Parental Involvement

The motion was passed, no dissenting votes.

STUDENT LIFE

PTO VOLUNTEERS FOR APPROVAL (A)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the following list of Logan Elementary PTO Volunteers:

Karianne Corbett

Diana Leichliter

Jessica Rozgonyi

PERSONNEL

LONG TERM SUBSTITUTE FOR APPROVAL (A)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve Christina Snyder, Irwin, as the 3rd grade long term substitute, at Bachelor/Step 1, for the duration of Kristina Miller's leave, commencing Tuesday, January 3, 2017 and concluding, tentatively, Monday, April 3, 2017, and in accordance with the agreement between the East Allegheny School District and the East Allegheny Education Association.

The motion was passed, no dissenting votes.

HIRING OF CAFETERIA 3-HOUR GENERAL WORKER (B)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board hire Joann Agostini, North Versailles, for the Junior/Senior High School Cafeteria 3-Hour General Worker position, and in accordance with the agreement between the East Allegheny Board of School Directors and the East Allegheny Educational Support Professionals.

The motion was passed, no dissenting votes.

SUBSTITUTE FOR APPROVAL (C)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve the following substitute in the respective position:

Maria Lazzaro North Versailles Secretary/Aide

The motion was passed, no dissenting votes.

FAMILY MEDICAL LEAVE REQUEST LOGAN ELEMENTARY SECRETARY (D)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board approve and ratify the request from Beverly A. Pici, Logan Secretary, for a Family Medical Leave due to health reasons retroactive from. November 7, 2016 through December 21, 2016.

The motion was passed, no dissenting votes.

HIRE JR SR HIGH SCHOOL YEARBOOK SPONSOR (E)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board hire Mary Cook, Art Teacher, as the Yearbook Sponsor, and in accordance with the agreement between East Allegheny Board of School Directors and the East Allegheny Education Association.

The motion was passed, no dissenting votes.

RESIGNATION OF COACH (F)

Mrs. Gates moved and Mr. Pearsol seconded the motion as recommended by the Administration the Board accept the resignation of Nicole Brenner from her position as Girls Assistant Varsity Basketball Coach and further authorize to post this position.

FEDERAL PROGRAMS REPORT:

FEDERAL PROGRAMS REPORT

Submitted by Betsy D'Emidio November 2016

Mrs. McCoy and I met at the beginning of November to discuss the items on the Federal Programs to-do List from the regional director for the month of November and December. We discussed a couple of dates for a Title I meeting at Logan for December and started the semi-annual Certification of Single-Funded for our Title 1 teachers.

Title 1 teachers completed their monthly Personnel Activity Report and forwarded their reports to my office and Mrs. McCoy and I looked over them and I signed-off.

I completed my Split Funding Report showing the number of hours I spent working on Federal Programs and submitted it to Mr. MacFann to sign-off.

Mrs. McCoy and I sat and went over the Title I teacher's schedules to make sure that math and reading lab students are being serviced to meet the needs of the students who are at below basic and basic to make sure that the criteria set for the labs are being met. I had the teachers include on their schedules the number of students being served during each period.

We received a list from Shane Lentz, AIU 3 non-public, to coordinate the list of students attending non-public schools who reside in the East Allegheny School District. Mrs. McCoy and I started composing our letter that would be sent to all non-public schools inviting them to participate in 2017-18 Title I program.

I, along with Mrs. McCoy, reviewed the purchase orders, payrolls and benefits for November that will be included on the December bill list.

Mrs. McCoy and I discussed future items and reports that are due in December for PDE and the District.

OLD BUSINESS: None.

NEW BUSINESS: None.

ADJOURNMENT Mrs. Gates moved and Ms. Green seconded the motion to adjourn at 7:15 p.m.

Toni Valicenti

Board Secretary

Tone Valuenti

HEAR FROM THE CITIZENS

Robin Highlands, Irwin - EAEA - Charter School

Summary Statement of 2016-2017 General Fun	d Operations as of October 2016	
Cash Balance - October 2016		
Huntington Bank	\$ 1,127,866.49	
PSDLAF	\$3,666,813.23	
PLGIT	\$1,767.21	
Energy Sinking Fund	\$12,641.62	
Capital Improvement	\$293,769.12	
Swap	\$215,111.52	
TOTAL	\$5,317,969.19	
Receipts: October 2016	£44 742 951 99	
6000 Local Sources	\$11,743,851.88	
7000 State Sources	\$4,014,992.98	
8000 Federal Sources	\$413,941.49	
9500 Refunds-Prior Year	\$7,369.75 \$16,180,156.10	
Total	\$10,100,130.10	
Tax Anticipation Loan	\$12,922.90	
Disbursements: October 2016		
1100 Regular Programs	\$3,381,869.65	
1200 Special Programs	\$933,018.77	
1300 Vocational Education	\$57,854.25	
1400 Other Instructional Programs	\$61,525.24	
1500 Non-Public School Programs	\$0.00	
2100 Pupil Personnel	\$262,487.74	
2200 Instructional Staff	\$123,529.73	
2300 Administration	\$476,110.87	
2400 Pupil Health	\$55,537.21	
2500 Fiscal Services	\$117,239.45	
2600 Operations & Maintenance of Plant	\$739,247.19	
2700 Student Transportation	\$383,446.12	
2800 Central Support Services	(\$99.00)	
2900 Other Support Srvs	(\$463.94)	
3200 Student Activities	\$106,862.60	
3300 Community Services	\$1,213.34	
4000 Facil Acq Const & Improv	\$0.00	
5000 Other Financing Uses	\$2,666.78	
5100 Debt Service	\$1,578,798.56	
5200 Fund Transfer: Cafeteria	\$93,253.65	
Total Disbursements: October 2016	\$8,374,098.21	
Athletic Account		
Balance	\$21,057.13	
Outstanding Checks	(\$1,225.00)	
Balance as of 10/31/16	\$19,832.13	

PAYROLL	OC	TOBER 20	016				
RECONCILLIATION	HU	NTINGTO	N BANK				
		 					
as of 10/1/2016	-						
BALANCE	\$	pat .					
PAYROLL - DD Fixed	\$	9,268.52					
PAYROLL - DD Net	\$	506,381.31					
		·	:				
PAYROLL - Net (not DD)							
THROLL NOT (1101 DD)	\$	26,730.67	10/7/2016				
	\$	24,925.74					
	\$	567,306.24	TOTAL PAY	'ROLL			
DEPOSITS							
PAYROLL - Web to DDA from	\$	283,397.70	10/4/2016				
DDA General Fund	\$	283,908.54	10/18/2016				
	\$	567,306.24	TOTAL NET	PAYROLL			
Beginning Balance	\$	٦					
Statement Balance	\$	2,344.59					
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Deposits not credited	<u> </u>						
		0.000.70					
Outstanding Checks	\$	3,028.70	01 1 107010.5	1045		1 - F/00/4F C	6#97000 in
	\$	889.91			ayment and reissued und that CK#87016		
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BALANCE VOIDED CHECK #87994	\$	(205 80)	honored twice by			and on	
A OIDED CHECK #01 994	W	(200.00)			ington Bank on 3/30	/16. she is to a	gain look into
Ending Balance	\$	<u></u>			ormation in regards		
10/31/2016	1				ved by them as a fra		Slaughter is to
10/01/2010	 		call me back.				
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Glenda M. Taylor, Payroll Secretary

10/31/2016 Date

East Allegheny School District Treasurer's Monthly Financial Statement

Bank Balance		\$1,265,477.84
Outstanding Checks		(\$137,611.35)
Book Balance - Oct 2016		\$1,127,866.49
October 2016		
Current Real Estate Taxes	\$1,467,789.91	
Public Utility Tax	\$16,527.04	
Payments in Lieu of Current	\$0.00	
Local Tax	\$818.35	
Earned Income Tax	\$62,878.79	
Deed Transfer Tax	\$6,181.38	
Business Privilege	\$1,930.24	
Amusement	\$0.00	
Mercantile Tax	\$567.80	
Delinguent Real Estate Tax	\$82,918.36	
Delinquent Business Privilege	\$574.27	
Delinquent Mercantile Tax	\$1,029.97	
Interest, Temporary Investments	\$1,737.31	
Bookstore Sales	\$0.00	
State Revenue Received	\$0.00	
Rentals	\$9,729.62	
Contrib & Donations from Prvt.	\$4,190.90	
Gains/Losses on Sale of Fixed	\$0.00	
Tuition From Patrons	\$0.00	
Miscellaneous Revenue	\$279.91	
Tuition for Court Place & Inst	\$0.00	
Energy Efficient Rebates	\$0.00	
Refunds	\$0.00	
Basic Instructional Subsidy	\$916,415.00	
Tuition for Court Place & Inst	\$0.00	
Special Education Funding	\$0.00	
Other Program Subsidies	\$0.00	
Transportation	\$0.00	
Transportation - Duquesne	\$213,124.00	
Rentals and Sinking Fund	\$0.00	
Medical and Dental Services	\$0.00	
Nurse Services	\$480,186.67	
Safe Schools	\$0.00	
Extra Grants	\$0.00	
Accountability	\$0.00	
State Share of Social Security	\$0.00	
Retirement payments	\$0.00	
Medical Assistance Reimb	\$0.00	
Ed of Disadvan	\$49,465.93	
Ed of Hand. Child Preschl	\$9,654.27	
ARRA - Education Jobs Fund	\$0.00	
Refunds of Prior Years	\$0.00	
TOTALISS OF FROM FOURS	75.00	
Fotal Budgetary Revenues	\$3,325,999.72	
Disbursements for October 2016		

East Allegheny School District Treasurer's Monthly Financial Statement

1100 Regular Programs	\$1,515,442.94	
1200 Special Programs	\$298,968.39	
1300 Vocational Education	\$26,201.00	
1400 Other Instructional Programs	\$29,812.24	
1500 Non-Public School Programs	\$0.00	
1600 Adult Education	\$0.00	
1800 Other Purchased Services	\$0.00	
2100 Pupil Personnel	\$82.083.94	
2200 Instructional Staff	\$41,183.49	
2300 Administration	\$137,446.05	
2400 Pupil Health	\$22,746.32	
2500 Fiscal Services	\$35,494.31	
2600 Operations & Maintenance of Plant	\$253,055.37	
2700 Student Transportation	\$331,436.16	
2800 Central Support Services	(\$66.00)	
2900 Other Support Services	(\$03.52)	
3200 Student Activities	\$49,254.56	
3300 Community Services	\$704.47	
4000 Facil Acq Const & Improv	\$0.00	
5000 Other Financing Uses	\$988.45	
5100 Debt Service	\$1,130,181.16	
5200 Fund Transfer: Cafeteria	\$48,973.42	
5800 Transmittal Accounts	\$0.00	
Jood Hansilittal Accounts	Ψ0.00	
Total Budgetary Expenditures	\$4,003,812.75	
Athletic Account		
Fund 11		
Bank Balance - October 2016		\$21,057.13
Outstanding Checks		(\$1,225.00)
Balance as of 10/31/16		\$19,832.13
Swap Interest		
Bank Balance - October 2016		\$215,111.52
		L

Date: 12/01/16

Date: 12/01/10 Time: 10:59:06

Ending Date: 10/31/16

East Allegheny School District Anticipated Revenue 2016-2017

BAR020

Page:

Anticipated Revenues-6000 -Revenue Accounts - with Activity Only

	Anticipated		YTD Revenue	Current Revenue	Remain Windated
	Revenue	Adjustments	Received	Received	Balance
ALL					
10 Fund 10					
6111 Current Real Estate Taxes	11,947,934.00	00.0	10,581,847.08	1,467,789.91	1,366,086.92
6113 Public Utility Realty Tax	18,000.00	00.0	16,527.04	16,527.04	1,472.96
6143 Cur Act 511 Occ Privilege	50,000.00	00.0	6,760.09	818.35	43,239.91
6151 Earned Income Tax	1,150,000.00	00.0	372,492.13	62,878.79	777,507.87
6153 Deed Transfer Tax	100,000.00	00.0	29,635.24	6,181.38	70,364.76
6155 Business Privilege	70,000.00	00.0	26,680.69	1,930.24	43,319.31
6156 Amusement/mechanical Devices	10,000.00	00.0	1,402.33	00.0	8,597.67
6157 Mercantile Tax	200,000.00	00.0	54,239.67	567.80	145,760.33
6411 Delinguent Real Estate Taxes	951,000.00	00.0	411,426.08	82,918.36	539,573.92
6455 Delinquent Business Privilege	15,000.00	00.00	4,149.60	574.27	10,850.40
6457 Delinquent Mercantile Tax	10,000.00	00.0	2,417.13	1,029.97	7,582.87
6510 Interest, Temporary	115,000.00	00.0	24,396.96	1,737.31	90,603.04
6720 Bookstore Sales	500.00	00.0	00.00	00.0	200.00
6829 State Revenue Received From	125,000.00	00.0	0.00	00.00	125,000.00
6910 Rentals	87,696.00	00.0	15,374.86	9,729.62	72,321.14
6920 Contrib. & Donations From	00.009	00.0	9,054.44	4,190.90	-8,454.44
6930 Gains/losses On Sale Of Fixed	100,000.00	00.0	00.00	00.0	100,000.00
6940 Tuition From Patrons	700,000.00	00.0	150,157.42	00.0	549,842.58
6990 Miscellaneous Revenue	12,000.00	00.00	37,291.12	279.91	-25,291.12
6992 Energy Efficient Rebates	5,000.00	00.0	00.00	00.0	5,000.00
10 Fund (R) Total	15,667,730.00	00.0	11,743,851.88	1,657,153.85	3,923,878.12
Report Totals	15,667,730.00	00.00	11,743,851.88	1,657,153.85	3,923,878.12

Date: 12/01/16

Time: 10:59:29

Anticipated Revenues-7000 Current Revenue endingmalung 2007 BAR020 946,054.00 9,459.51 33,000.00 127,000.00 300,400.00 5,468,180.00 1,250,000.00 -337,726.89 300,000.00 4,000.00 545,536.85 11,228,558.02 -19.672,575,674.22 Balance Page: 00.00 00.00 0.00 0.00 0.00 0.00 00.0 00.0 0.00 916,415.00 213,124.00 480,186.67 1,609,725.67 Received 0.00 0.00 0.00 1,832,830.00 371,734.00 2,540.49 0.00 337,726.89 960,372.67 0.00 0.00 465,325.78 4,014,992.98 44,463.15 4,014,992.98 YTD Revenue Received East Allegheny School District Revenue Accounts - with Activity Only 2016-2017 0.00 0.00 00.0 0.00 0.00 0.00 0.00 0.00 0.00 00.0 0.00 0.00 Adjustments Anticipated Revenue 0.00 300,400.00 7,301,010.00 1,317,788.00 12,000.00 1,250,000.00 300,000.00 33,000.00 960,353.00 4,000.00 127,000.00 590,000.00 3,041,000.00 7,000.00 15,243,551.00 Anticipated Revenue 7110 Basic Instructional Subsidy 7330 Medical And Dental Services 7271 Special Education Funding 7320 Rentals And Sinking Fund 7290 Other Program Subsidies 7311 Transportation-Duquesne 7810 State Share Of Social 7820 Retirement Payments Ending Date: 10/31/16 7310 Transportation 7340 Nurse Services 7360 Safe Schools Fund (R) Total Fund 10 7504 10 10 ALL

11,228,558.02

1,609,725.67

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15,243,551.00

Report Totals

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Date: 12/01/16

Time: 11:24:36

Release Dates 12/01/05 - 03/20/17

East Allegheny School District

Payables List 2016-2017

Vendor # 000005 - WARDSC

016-2017

BAR053a Invoice # 41E00000027205 - ZR19479

Page:

Vendor Nimber & Name	Vendor City					1099
Description	Amount Account Number	P.O. # Invoice	ce # Invoice	ice Release	se Batch	Type Stat Paid
000544 AGORA CYBER CHARTER SCHOOL	OOL GLENSIDE PA 19038-					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$11,427.315208 / 10-1110-562-000-00-00-30 \$11,427.31	327891	11/01/16	16 12/05/16	86 91	/ / 0
01091 CITY CHARTER HIGH SCHOOL	L PITTSBURGH PA 15222					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$967.755208 / 10-1110-562-000-00-00-30 \$967.75	10/25/2016	016 10/25/16	16 12/05/16	16 98	/ / 0
001304 COMMONWEALTH CONNECTIONS ACADEMY	S ACADEMY HARRISBURG PA 17102-					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$12,134.395208 / 10-1110-562-000-00-00-30 \$12,134.39	11/07/2016	016 11/07/16	16 12/05/16	16 98	/ / 0
002263 PENN HILLS CHARTER SCHOOL	OL GLENSIDE PA 19038-					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$15,819.685208 / 10-1110-562-000-00-00-30 \$15,819.68	327653	10/31/16	16 12/05/16	16 98	/ / 0
000993 ROBERT KETTERER CHARTER SCHOOL	SCHOOL LATROBE PA 15650-					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$1,354.865208 / 10-1110-562-000-00-00-30 \$1,354.86	0000018562	11/02/16	16 12/05/16	16 98	/ / 0
8186 PA LEADERSHIP CHARTER SCHOOL	CHOOL WEST CHESTER PA 19380-					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$9,306.085208 / 10-1110-562-000-00-00-30 \$9,306.08	329085	11/10/16	16 12/05/16	16 98	/ / 0
000951 PDLCS	GLENSIDE PA 19038-					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$967.755208 / 10-1110-562-000-00-00-30 \$967.75	327246	10/28/16	/16 12/05/16	16 98	/ / 0
0919 PENNSYLVANIA CYBER CHARTER SCHOOL	TER SCHOOL MIDLAND PA 15059-					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$20,137.105208 / 10-1110-562-000-00-00-30 \$20,137.10	11/3/2016	11/03/16	/16 12/05/16	16 98	/ / 0
3526 PENNSYLVANIA VIRTUAL CHA	PENNSYLVANIA VIRTUAL CHARTER SCHOOL PHILADELPHIA PA 19101-					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$2,903.265208 / 10-1110-562-000-00-00-30 \$2,903.26	10/24/16	.6 10/24/16	/16 12/05/16	16 98	/ / 0
001316 PROPEL SCHOOLS ANDREWS STREET HS	STREET HS PITTSBURGH PA 15203-					
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$1,935.515208 / 10-1110-562-000-00-00-30 \$1,935.51	11/4/2016	11/04/16	/16 12/05/16	16 98	' ' 0

Date: 12/01/16 Time: 11:24:36

East Allegheny School District

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Payables List 2016-2017

Invoice # 41E00000027205 - ZR19479 Vendor # 000005 - WARDSC Release Dates 12/01/05 - 03/20/17

Vendor Number & Name									
Description	Amount Account Number	P.O. #	Invoice #	Invoice	Release	Batch	Type stat	at Fald	g
001920 PROPEL BRADDOCK HILLS ELEM	EM PITTSBURGH PA 15203-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$15,484.075208 / 10-1110-562-000-00-00-30 \$15,484.07		11/4/2016	11/04/16	12/05/16	86	0	` '	
001921 PROPEL BRADDOCK HILLS HIGH SCHOOL	IGH SCHOOL PITTSBURGH PA 15203-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$24,790.145208 / 10-1110-562-000-00-00-30 \$24,790.14		11/4/2016	11/04/16	12/05/16	86	0	` '	
002457 PROPEL PITCAIRN CHARTER SCHOOL	SCHOOL PITTSBURGH PA 15203-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$69,306.835208 / 10-1110-562-000-00-00-30 \$69,306.83		11/4/2016	11/04/16	12/05/16	86	0	` '	
003454 PROPEL BRADDOCK HILLS MIDDLE SCHOOL	IDDLE SCHOOL PITTSBURGH PA 15203-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$12,841.475208 / 10-1110-562-000-00-00-30 \$12,841.47		11/4/2016	11/04/16	12/05/16	86	0	` '	
003478 PROPEL NORTHSIDE	PITTSBURGH PA 15203-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$967.755208 / 10-1110-562-000-00-00-30 \$967.75		10/5/2016	10/05/16	12/05/16	86	0	` '	
000176 PROPEL EAST CHARTER SCHOOL	XOL PITTSBURGH PA 15203-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$9,677.545208 / 10-1110-562-000-00-00-30 \$9,677.54		11/4/2016	11/04/16	12/05/16	86	0	` '	
000177 PROPEL SCHOOLS MCKEESPORT	RT PITTSBURGH PA 15203-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$5,806.535208 / 10-1110-562-000-00-00-30 \$5,806.53		11/4/2016	11/04/16	12/05/16	86	0	' '	
000178 PROPEL SCHOOLS HOMESTEAD	D PITTSBURGH PA 15203-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$3,871.025208 / 10-1110-562-000-00-00-30 \$3,871.02		11/4/2016	11/04/16	12/05/16	86	0	'	
003488 REACH CYBER CHARTER SCHOOL	OOL GLENSIDE PA 19038-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$5,806.535208 / 10-1110-562-000-00-00-30 \$5,806.53		328808	11/08/16	12/05/16	86	0	` '	
002164 URBAN ACADEMY OF GREATER PITTSBURGH	R PITTSBURGH GLENSIDE PA 19038-								
CHARTER SCHOOL TUITION TRANSFER Vendor Total	\$967.755208 / 10-1110-562-000-00-00-30 \$967.75		328979	11/09/16	12/05/16	8 6	0	'	

Date: 12/01/16

Time: 11:24:36

Release Dates 12/01/05 - 03/20/17

East Allegheny School District

Payables List 2016-2017

Vendor # 000005 - WARDSC

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Invoice # 41E0000027205 - ZR19479

Type Stat Paid

1099

Invoice Release Batch 86 11/18/16 12/05/16 P.O. # Invoice # 329453 \$1,935.505208 / 10-1110-562-000-00-00-30 MCKEESPORT PA 15132-Amount Account Number Vendor City \$1,935.50 003257 YOUNG SCHOLARS OF MCKEESPORT CS Vendor Total CHARTER SCHOOL TUITION TRANSFER Vendor Number & Name Description

\$228,408.82 Report Total

Vendor	Description	Code	Amount
Fund 10	Ratification		
Brian Reitnauer	Official/Basketball	3250-490-000-30	\$ 65.00
Dennis Rockwell	Official/Basketball	3250-490-000-30	\$ 65.00
Rob Armenio	Official/Basketball	3250-490-000-30	\$ 65.00
Charles Czolba	Official/Basketball	3250-490-000-30	\$ 65.00
AT&T Mobility	Cell Phones	2620-530-000-00	\$ 51.37
Daniel Beisler	Tax Collector Account/Retainer	2350-330-000-00	\$ 4,175.00
Budget Truck Rental	Truck Rental	3210-442-000-30	\$ 168.17
Comdoc, Inc.	Prior Printers Annual Overage	1110-442-000-30	\$ 1,735.10
Dex Media	Advertising Services	2620-530-000-00	\$ 38.40
Duquesne Light	Electric/HS	2620-622-000-30	\$ 12,341.71
Ryan Encapera	Reimburse/HECAT Training	2380-580-010-30	\$ 266.21
Fred Gleeson	1 of 2 pymts/Ticket Manager	3250-103-000-30	\$ 1,580.00
Shannin Jones	Reimburse/Transportation	2720-519-000-00	\$ 300.00
Leonore Kumer	Choreographer	3210-340-000-30	\$ 1,750.00
Emilia Peiffer	Reimburse/HECAT Training	2380-580-010-30	\$ 150.47
Peoples	Gas/GV, Stadium	2620-621-000-00	\$ 393.06
UGI Energy	Gas/Logan, We, HS	2620-621-000-00	\$ 1,232.25
Verizon	Phones	2620-530-000-00	\$ 376.22
Verizon Wireless	Cell Phones	2620-530-000-00	\$ 166.38
Mike Maurizi	Official/Basketball	3250-490-000-30	\$ 65.00
George Tucker	Official/Basketball	3250-490-000-30	\$ 65.00
Capital One	Monthly Loan Payment	5100-832-000-00	\$ 19,643.69
AT&T	Phones	2620-530-000-00	\$ 212.84
ASCD	Membership Renewal	2360-810-010-00	\$ 229.00
Budget Truck Rental	Truck Rental	3210-442-000-30	\$ 217.72
Cafardi Ferguson	AIU and Special Ed Review	2340-330-000-00	\$ 1,572.74
Commonwealth of PA	Renewal Application/Pesticide	2640-430-000-00	\$ 35.00
Direct Energy Business	Gas/GV	2620-421-000-10	\$ 231.86
Duquesne Light	Electric/GV, We, Logan	2620-622-000-00	\$ 15,563.54
Tim Hess	Resolution of Grievance/Lump Settlement	2620-300-000-00	\$ 140.00
N.V.T.S.A.	Sewage/GV, Logan, HS	2620-424-000-00	\$ 3,118.25
Peoples	Gas/We, Logan, HS	2620-621-000-00	\$ 4,000.00
Verizon Wireless	Cell Phones	2620-530-000-00	\$ 74.17
William Viola	Reimburse/Medicare - Dec, Jan, Feb	1110-211-000-30	\$ 440.70
Wex Bank	Gas for District Vehicles	2650-620-000-00	\$ 248.37
Wex Bank	Gas for District Vehicles	2650-620-000-00	\$ 266.74
AFLAC	Employee Deduction	0462-006-000-00	\$ 1,002.12
Alcose Credit Union	Employee Deduction	0462-008-000-00	\$ 11,803.44
Cal-Ed Federal Credit	Employee Deduction	0462-016-000-00	\$ 190.00
Consortium For Public Ed	Employee Deduction	0462-019-000-00	\$ 59.00
Pennsylvania SCDU	Child Support	0462-014-000-00	\$ 471.78
PHEAA	Wage Attachment	0462-015-000-00	\$ 226.46
TSA Consulting	Employee Deduction	0462-003-000-00	\$ 8,595.00
Washington National	Employee Deduction	0462-004-000-00	\$ 1,827.75
ACSHIC	Healthcare for December	0421-000-000-00	\$ 268,729.21
PSERS	Employee's Share of Retirement	0462-230-000-00	\$ 66,756.61
PSERS	Buyback	0462-011-000-00	\$ 65.28

Bills for Approval and Ratification December 2016

Connie MacDonald Reimburse/Transportation 2720-519-000-00 \$ 600.00 AIU Interpreting Services 1221-322-270-30 \$ 7,336.85 AIU Special Ed Payment 1224-322-270-10 \$ 327,680.52 American United Life Income Insurance 1110-214-000-00 \$ 242.76 Duquesne Light Electric/Unmetered 2620-622-000-00 \$ 296.03 First National Bank Supplies, Equipment 2650-760-000-00 \$ 3,811.56 Dr. Michael Fontana Dental Exams 2430-330-330-00 \$ 2,800.00 William Fries Remburse/Cell Phone 2620-530-000-00 \$ 11,900.56 Keystone Collections Tax Liens 2330-311-000-00 \$ 6,960.00 Marisal Protection Security Services 2660-340-000-00 \$ 1,437.35 Marhsal Protection Security Services 2660-340-000-00 \$ 6,823.55 PSERS Buyback/Eileen Ulichnie 5250-290-000-00 \$ 270.00 School Claims Service Life Insurance/Dec 2016 0421-100-000-00 \$ 2,584.75 U.S. Postal Service Postage 2540-530-000-00	1
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	}
WPHSGSCA All Star Recognition 3250-810-000-30 \$ 250.00)
WPIBL Bowling League Dues 3250-810-000-30 \$ 300.00)
Bills for Ratification \$ 843,913.98	ţ
Batch 6 \$ 198,217.99)
Batch 98 Charter Schools \$ 228,408.82	
Total Bills for Approval & Ratification \$ 1,270,540.79)

Date: 11/29/16 Time: 12:32:54

East Allegheny School District Purchase Order List 2016-2017

BAR026 DATE: 11/01/16-11/29/16

Page:

Close Date 11/18/16 417.00 Outstanding Amount 417.00 125.73 125.73 Amount Invoice Amount Relief 125.73 125.73 **Original Amount** 417.00 125.73 542.73 Report Totals 002656 MCGRAW-HILL EDUCATION 6687/10-1110-610-000-22-00-00 ALLEGHENY INTERMEDIATE 6274/10-1110-640-000-30-31-15 Vendor Vendor Number Name Nonexpenditure Amts: 0.00 - 0.00 = 0.00 LIND 1155 16000269 11/01/16 16000268 11/01/16 Date # Od

RECEIVED NOV 29 2016

Dec. Cafe' Bill List 2016-2017

3952	Alleghenv Refrigeration	Repair of 2 coolers down @ High School	\$832.20	12/5/2016	91427;91428	7
3953	Dar Pro	trap service @ Logan	\$165.00	12/5/2016	440:2866584	
3954	JoMar	Zip lock bags & Gloves med.& Large	\$263.10	12/5/2016	212998	
3955	NUTRITION, INC.	Oct. totals	\$60,515.75	12/5/2016	20769;	
3956	Monteverde's	Fresh Fruits & Vegetables	\$4,695.65	12/5/2016	294005;298032;300918-A;302410	
3957	Reinhart	Ranch Dressing	\$124.67	12/5/2016	446941	
						T
						1
	Bills for approval and ratification					
		TOTAL	\$66,596.37			Market Hall

Title I	Title I		
Purchase Order	Company	Description	18,544.53
TI 17-10	REIMB. E.A.S.D.	PAYROLL FOR 11/18 SS FOR 11/18	1,140.55
		MC FOR 11/18	266.74 5,568.94
TI 17-11	REIMB. E.A.S.D.	RET. 11/18 HOSP FOR DEC	5,854.65
11 11-11	TEIMB. E.A.O.B.	DENTAL FOR DEC	388.71 55.86
		VISION FOR DEC	178.85
TI 17-12	REIMB. E.A.S.D.	PAYROLL FOR 12/2	18,544.53 1,140.55
		SS FOR 12/2 MC FOR 12/2	266.74
		RET FOR 12/2	5568.94 301.69
TI 17-13	W. B. MASON	ASSORTED HIGHLIGHTERS (yellow, pink, orange, blue, green); 4 - WIRE DESKTRAYS; BEVERAGES; INCENTIVES TOTAL TITLE PROJECT YR. 16 - 17 5	
Title II Pt. A	Title II Pt. A		
Purchase Order	Company	Description	

TOTAL TITLE II PT. A 16 - 17 \$

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated <u>November 22, 2016</u>, is between Kelly Services, Inc., 999 West Big Beaver Road, Troy, Michigan 48084 ("Kelly"), and <u>East Allegheny School District</u>, with its principal offices located at <u>1150 Jacks Run Road</u>, North Versailles, <u>PA, 15137</u> ("Customer").

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

Kelly will assign to the Customer Kelly temporary employees ("Assigned Employees"), through its service line, Kelly Educational Services, to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibit A (the "Services"). Additional services, if any, may be found in Exhibit C, the Statement of Work. The pricing in Exhibit A is confidential between Kelly and Customer. Customer will be permitted to use the Exhibit in connection with its business operations, responses to Freedom of Information Act requests, and other uses as required by law.

2) KELLY GUARANTEE

Kelly guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first 16 working hours of an Assigned Employee's assignment. If Kelly receives notice after an Assigned Employee's first 16 working hours, Kelly will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services.

3) KELLY'S RESPONSIBILITIES

As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

- (a) Recruit, select, and hire Assigned Employees;
- (b) Place Assigned Employees according to Customer's requirements;
- (c) Pay Assigned Employees their wages and provide them the benefits that Kelly offers to them as Kelly employees;
- (d) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
- (e) Provide workers' compensation benefits and coverage for Assigned Employees;
- (f) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;
- (g) Comply with laws, rules or regulations applicable to providers of staffing services;
- (h) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;
- (i) Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer;
- (j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
- (k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);
- (I) Make legally required employment law disclosures to Assigned Employees; and
- (m) Comply with the Patient Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and establish internal procedures to review and maintain its compliance with the Affordable Care Act.

4) CUSTOMER'S RESPONSIBILITIES

As the recipient of Kelly's temporary staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans. The Customer also will:

- (a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;
- (b) Provide Kelly with prompt notice of any injury suffered by an Assigned Employee;
- (c) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them, and will not give duties to an Assigned Employees that the Assigned Employee must perform outside of Customer's premises;
- (d) Notify Kelly when Assigned Employees are required to use Customer's timekeeping system;
- (e) Provide adequate internal controls, supervision, and instructions for Assigned Employees;

- (f) Assume responsibility the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees;
- (g) Assume responsibility for the use of any vehicle, machinery, and/or equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims);
- (h) Assume sole responsibility for any bodily injury claims asserted against Kelly or its Assigned Employees by students, their parents or representatives, Customer personnel or business invitees, or other third parties (except to the extent that such claims are based on the negligence of Kelly or the failure of Kelly full time staff personnel to fulfill their obligations regarding the recruitment, screening, and hiring of the Assigned Employees);
- (i) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications;
- (j) Provide Kelly with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit Kelly to actively participate in Customer's investigation of such a concern or complaint;
- (k) Provide Kelly with written notice within one business day after the Customer learns of any formal or informal complaint, litigation, potential litigation, or an administrative or governmental charge, that involves an Assigned Employee, and permit Kelly a reasonable opportunity to participate actively in the matter, as Kelly sees fit;
- (I) Assume responsibility for the conduct of its own officers, employees, and agents; and
- (m) Comply with duties imposed on it by law, rule, or regulation.

5) CUSTOMER REPRESENTATIONS

The Customer represents and warrants that:

- (a) Its actions under this Agreement do not violate its obligations under any agreement that Customer has with any labor union;
- (b) Kelly's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;
- (c) The Customer has disclosed to Kelly all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;
- (d) The Customer has the right, power, and any requisite authorization to enter into this Agreement;
- (e) The Customer has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;
- (f) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;
- (g) If the Assigned Employees will use a Customer-provided time-keeping system or process, then a such time keeping system or process shall be compliant with all applicable legal requirements, including recording of time worked; and
- (h) The Customer neither request nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives it written consent in advance.

6) BILLING & PAYMENT TERMS

- (a) Invoices. Kelly will invoice Customer each week for the services of the Assigned Employees at agreed-upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, which Kelly will record electronically in its systems. The services billed may be provided by Kelly Services Global, LLC or Kelly Services USA, LLC, affiliates of Kelly, or third-party staffing providers (collectively, "Staffing Providers"). Kelly is acting solely as a collection agent on behalf of the Staffing Providers in such cases and bears no liability, except as that of collection agent to the Staffing Providers or their customers.
- (b) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- (c) Pricing Adjustments. Kelly will adjust pricing once every twelve months:
 - i) To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding 12 months; or
 - ii) To reflect increases in wages or related taxes, benefit and other costs as the result of any determination, order, or action by or under any applicable governmental authority, collective bargaining agreement or insurance or benefit program; or

- iii) For changes in sales, use, or gross receipts taxes; or
- iv) For changes in (A) the Customer's requirements (e.g., requisition, billing and invoicing processes; the introduction of third party software systems and processes), (B) service levels, or (C) service delivery method; or
- v) To ensure that the pay rates comply with federal and state laws and regulations regarding minimum wages and overtime compensation.
- (d) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.
- (e) **Expenses.** Expenses (e.g., mileage) and all costs and administrative fees associated with required screenings and drug tests will be charged to the Customer, passed through without mark up.

7) WORKERS' COMPENSATION AND LIABILITY INSURANCE

Kelly will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- (a) **Workers' Compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;
- (b) **Commercial General Liability.** Commercial general liability insurance with a \$1,000,000 combined single limit per occurrence and includes contractual liability and personal injury coverage;
- (c) **Commercial Automobile Liability.** Commercial automobile liability insurance with a \$2,000,000 combined single limit on vehicles owned, leased, or rented by Kelly while performing under this Agreement;
- (d) **Umbrella Liability Insurance.** Umbrella liability insurance to be used in excess of the liability policies with \$15,000,000 combined single limit per occurrence; and
- (e) **Commercial Blanket Bond.** A commercial blanket bond with limits of \$3,000,000 in the aggregate per occurrence and includes coverage of employee dishonesty to the extent Kelly failed in its responsibilities and customer protection.

Kelly will provide Customer with a certificate of this insurance coverage upon request.

8) INDEMNIFICATION BY KELLY

- (a) Kelly will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, to the extent of the insurance limits set forth in Section 7, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:
 - i) Kelly's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Kelly's capacity as the general employer of the Assigned Employees;
 - ii) Breach of any obligation of Kelly contained in this Agreement; or
 - iii) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any Kelly employees or, in the event of death, by their personal representatives.
- (b) Kelly's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Kelly against such Damages under Section 9.

9) INDEMNIFICATION BY CUSTOMER

- (a) To the extent permitted by law, Customer will indemnify, defend and hold harmless Kelly and its directors, officers, employees and agents from and against all Damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee, arising out of any of the following:
 - i) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or
 - ii) Breach of any obligation of Customer contained in this Agreement;
- (b) Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential Damages or (ii) to the extent any Damages are caused by any negligent act or omission or intentional misconduct of Kelly, its officers, employees or agents.

10) NOTIFICATION OF CLAIMS

- (a) Customer and Kelly agree (i) to notify each other in writing of any asserted claim within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.
- (b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department in Troy, Michigan.

11) TERM; TERMINATION

The term of this Agreement begins as of the date first shown above and will continue in effect until canceled by either party upon not less than thirty (30) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

12) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

13) MISCELLANEOUS

(a) Notices

- i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.
- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

(b) Severability; Waiver

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

(c) Assignment

Neither Kelly nor Customer may assign this Agreement without the prior written consent of the other party; provided that Kelly may use secondary vendors to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

(d) Independent Contractor

In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.

(e) Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement [(except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) says of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

(f) Amendments

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

(g) Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(h) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of <u>Pennsylvania</u> without giving effect to any choice or conflict of law provision or rule.

(i) Entire Agreement

This Agreement, its Exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

KELLY SERVICES, INC.	East Allegheny School District	
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
Date:	Date:	



EXHIBIT A PRICING FOR KELLY EDUCATIONAL STAFFING

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and East Allegheny School District, dated November 22, 2016. The pricing in Exhibit A is confidential and proprietary to Kelly. Customer agrees not to disclose the contents of Pricing Exhibit A to persons or entities not party to this agreement without Kelly's written permission.

1. Types of Assignments; Pricing

The Assigned Employees will be assigned to the following positions and at the following rates:

Job Title	Daily or Hourly Pay Rate	Markup	Daily or Hourly Bill Rate
Substitute Teacher	\$95.00/day	1.44	\$136.80/day

No Fee will be assessed for hiring a transitioned substitute.

2. Pricing for Hiring a Kelly Temporary Employee

If Customer hires an Assigned Employee before the Assigned Employee works 90 substitute days, Customer agrees to pay a placement fee upon hiring the Kelly Educational Staffing temporary employee to work in full- or part-time position of employment with the Customer. The placement fee is based on days worked. The fee schedule is set forth below.

1 – 60 days worked	20 % of annualized salary*
61 – 90 days worked	10 % of annualized salary
90+ days worked	Fee Waived

^{*}Annualized salary based on the daily bill rate would be calculated as follows:

Total school days in a school year multiplied by the daily bill rate = annualized salary

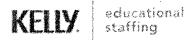
The annualized salary calculation using hourly rates is calculated as follows:

Total school days in a year multiplied by the hourly bill rate multiplied by the number of hours per work day = annualized salary

3. Pricing for Hiring a Direct Hire Candidate

If the Customer hires a candidate referred to it by Kelly Educational Staffing for direct hire by Customer, the Customer agrees to pay a direct placement fee of 20% of the candidate's annualized salary.

KELLY SERVICES, INC.	East Allegheny School District
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:



JOB DESCRIPTION: SUBSTITUTE TEACHER

The requirements listed below under the job title are representative of the knowledge, skills, and/or abilities required to perform the duties of this position.

1) JOB TITLE: SUBSTITUTE TEACHER.

Other job titles that a Substitute Teacher may be known by include (but are not limited to): Substitute Educator, Guest Teacher, Guest Educator, and Relief Teacher, etc.

2) QUALIFICATIONS:

- a) Meets state requirements for education qualifications.
- b) Ability to assist implementing an instructional support program with students of varying ages and sizes.
- c) Effective organizational, communication and interpersonal communication skills.
- d) Must be able to follow oral and written directions and have the ability to establish effective working relationships with District/School staff and students.
- e) Maintain student and school personnel confidentiality.
- f) Endeavors to understand and respect the values and traditions of the diverse cultures represented in the community and in the classroom.
- g) Manifests a positive role in school/community relations.
- h) Additional qualifications to the above as the Board of Education may find appropriate and acceptable and as agreed upon by Kelly Educational Staffing (KES).

3) REPORTS TO AND SUPERVISED BY:

District/School Principal and/or Building Administrator.

4) JOB GOAL:

Provide instruction for scheduled lessons, manage the classroom environment and promote student learning in the absence of the regular District/School classroom teacher.

5) RESPONSIBILITIES:

Substitute Teachers work at all times under direction and supervision of School District employees, and shall exercise the following responsibilities:

- a) Report to school office at beginning of school day to pick up required materials/schedule of classes and at the end of the school day to return materials.
- b) Dress in a safe and appropriate manner as described in the KES Standards of Professional Conduct.
- c) Follow sign in/sign out procedures as prescribed by the District/School principal.
- d) Assume duties of the regular District/School classroom teacher promptly and in accordance with school rules.
- e) May supervise students in out-of-class settings (e.g., assemblies, lunchroom) as directed and supervised by District/School principal.
- f) Implement existing lesson plans in a manner that ensures the integrity of academic time, and motivates students to learn and participate.
- g) Instruct students regarding a variety of classroom topics/courses of instruction, as determined by the School/District lesson plan.
- h) Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students. Address the various learning styles of students accordingly.
- i) Assign reasonable tasks and homework to students in accordance with the School/District lesson plans.
- j) If serious or disruptive student behavior problems occur, seeks assistance from a neighboring District/School teacher or a building administrator.
- k) Take all necessary and reasonable precautions to protect equipment, materials, and facilities.
- Maintain and/or assist in maintaining classroom control that fosters a safe, positive environment for all students and staff in accordance with Kelly Services, District/School, state, and all applicable laws and regulations.
- m) Ensure adequate supervision of students and classroom environment to assure health, welfare, and safety of students.
- Allows all students to see the on-site nurse or visit the school clinic if and when they request to do so. The KES Substitute Educator should never make judgment calls as to the authenticity of a student's request in this regard unless otherwise directed by School District personnel.
- Allows all students to use the restroom if and when they request to do so. The KES Substitute Educator should never make judgment calls as to the authenticity of a student's request in this regard unless otherwise directed by School District personnel.
- p) Ensures that the students are never left unattended in the classroom.

- q) Report student injury, accidents, illness, and discipline problems to Kelly supervisor and District/School personnel immediately.
- r) Report all personal injury or school property and/or theft to Kelly supervisor and District/School personnel immediately.
- s) For long-term assignments, it may be required to develop lesson plans; devise, administer, and grade tests and assignments; participate in parent-teacher conferences; and attend school-related functions. (These activities may occur outside of normal school hours.)

6) UNACCEPTABLE DUTIES/RESPONSIBILITES.

- a) KES Substitute Teachers employees shall not:
 - (1) Use corporal punishment.
 - (2) Engage in any type of touching or physical contact with students.
 - (3) Grant permission for a student to leave school before the regular dismissal time.
 - (4) Detain a student after dismissal time.
 - (5) Communicate information about a student or staff member with anyone but the District/School principal or department head.
 - (6) Leave money or valuables in the classroom.
 - (7) Leave students unsupervised at any time during the day.
 - (8) Perform Bus driving, Driving education, and/or Crossing guard duties.
 - (9) Teach a class that requires the use of laboratory, woodworking, metal shop, or any other dangerous equipment.
- b) For the physical safety of the students and the KES Substitute Teacher and to avoid KES being held liable for injuries, the KES Substitute Teacher shall not perform that will require or permit the following duties:
 - (1) Administer medication.
 - (2) Diagnose an injury or illness that is actual, perceived, suspected, or claimed.
 - (3) Physically move, touch, or be in any type of physical contact with a student.
 - (4) Have sole supervision of a playground.
 - (5) Have sole supervision for releasing a student(s) onto a school bus or other vehicle.
 - (6) Transport students in a motor vehicle.
 - (7) Be alone with a student in a private setting.1
- c) The KES Substitute Teacher shall not be placed on special education assignments that require the following:
 - (1) Administering feeding or breathing tubes.
 - (2) Diapering, toileting and/or dressing involving personal undergarments.
 - (3) Leading, directing or sole supervision of students for bathroom assistance.
 - (4) Touching or being in physical contact with students.
 - (5) Having one-on-one contact with special needs students including physical restraint.

7) IN GENERAL

I have read this job description for a KES Substitute Teacher, and it accurately describes the duties and responsibilities of the KES Substitute Teacher that we want to Substitute Teacher to perform.

We agree to immediately notify our KES representative of any proposed change in job duties or responsibilities that differ or are inconsistent with the standards contained herein. We further understand that no changes may take effect until KES has formally agreed to the proposed change.

Upon signing this job description, I agree on behalf of the school district that this job description is incorporated by reference and made part of the agreement we have the Kelly Services, Inc. through its service offering, Kelly Educational Staffing.

Print Name of School District
Signature:
Print Name:
itle:
Pate:

¹ This includes in-house teaching, visiting a student's home for any reason, having custody of a single student beyond the presence of other adults or students and/or assignments without on-site supervision from district personnel.

Toni Valicenti

From:

Ruane, Edward < ERUANE@pa.gov>

Sent:

Tuesday, November 29, 2016 11:38 AM

To:

Toni Valicenti

Subject:

settlement docs

Attachments:

RW313 v3.doc; RW365F v2.doc; RW356W waiver v3.doc; RW356W waiver v3.doc; 356W

signed.pdf

Dear School Board Members; we are pleased to have your cooperation in this matter. Attached you will find our settlement documents and 2 copies of the Waiver of Rights that are grammatically correct. Please sign them and have the Deed notarized. I will need the originals back with a board resolution passing this settlement. I included the previously signed RW 356w. Again, we thank you.

E J Ruane | Negotiator

PA Department of Transportation Engineering District 11-00 | Right of Way 45 Thoms Run Road | Bridgeville PA 15017 Phone: 412.429.4838 | Fax: 412.429.4854

eruane@pa.gov



ROW OFFICE PROJ. NO.	110379
COUNTY	Allegheny
S.R SECTION	2037-A12
MUNICIPALITY	North Versailles Township
PARCEL NO.	1
CLAIM NO.	0201693000
CLAIMANT'	East Allegheny School District

TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES

THIS INDENTURE, made this

Day of

District, North Versailles Township, Commonwealth of Pennsylvania Owner(s) of property affected by the construction or improvement of the above mentioned transportation improvement, its heirs, executors, administrators, successors and/or assigns, hereinafter, whether singular or plural, called the OWNER, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn real property for the above transportation improvement from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the OWNER will grant to the COMMONWEALTH a temporary easement for construction purposes from the aforesaid property,

NOW, THEREFORE, in consideration of the sum of One and 00/100 (\$1.00) Dollars, the Owner hereby grants to the COMMONWEALTH a temporary easement for the purpose of undertaking the above construction or improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents and contractors of the COMMONWEALTH upon said area to do any and all work necessary for the completion of the project, including the removal of any buildings and/or other structures located on the area covered by the easement; provided, however, that, upon completion of the project, the COMMONWEALTH shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the OWNER, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling and/or capping of wells, cesspools and septic tanks; grading and sowing of grass. The estimated completion date of the construction or improvement is one year from the commencement of construction unless sooner released in writing by The Department. The temporary easement for construction area is 5,389 square feet.

The OWNER does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the OWNER might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the OWNER through or by reason of the aforesaid construction or improvement.

The OWNER hereby indemnifies the Department for any claim made by a successor in interest should OWNER transfer the property to another prior to the completion of construction for which the temporary easement was given.

The consideration referenced above includes N/A (\$0.00) Dollars paid as a cost of adjustment for the purpose of N/A.

RW-341 (2/15) 0201693000 Claim Number	East Allegheny School District Page Claimant Date
The Parties have executed or cause	d to be executed these presents, intending to be legally bound thereb
INDIVIDUALS	ENTITIES* OWNER:
	East Allegheny School District (Name of Entity)
	BY:
	BY: Toni Valicenti, School Board Secretary
	* Use this block for a corporation, partnership, LL government entity, school district, church, trust, cle association, POA, attorney-in-fact, execut administrator or any other entity. See R/W Manu Section 3.06.
	COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
	BY: District Right-of-Way Administrator

•



ROW OFFICE PROJ NO	110379
COUNTY	Allegheny
S.R. – SECTION	2037-A12
MUNICIPALITY	North Versailles Township
PARCEL NO.	1
CLAIM NO.	0201693000
CLAIMANT	East Allegheny School District

SETTLEMENT STATEMENT

Final Settlement

PROJECTED DISTRIBUTION DATE

Schoo	l District		
Date:			
ADDRESS OF CLAIMANT(S) 1150 Jacks Run Rd. North Versailles, PA 15137-2726	LOCATION (ADDRESS) OF PROPI Deed Book Volume: 12482, page 316 B/L: 460-B-400 (partial take)		ORNEY AND ADDRESS
Final Settlement Commonwealth's Pro-Rat	a Share of Current Realty Taxes	estimated	\$0.00
Mortgage Pre-Payment Pe	enalty		nome.
Mortgage Satisfaction Fee	Performante in constructed after the State Income a Solid in Halles the Ann		ave.
Less Monies Previously P	aid		u n -
Less Monies Credited for	Owner Retained Items		
Withheld Pending Buildin	g Removal by Owner		un acceptation
Total Available for Distrib	oution		\$0.00
CHARGES: Mortgage(s):			
Mortgagee:			
Principal:	to and the state of the state o		·
Interest (to date: Pre-Payment Penalty*:		•	
Satisfaction Fee*:	e see a s • • • • • • • • • • • • • • • • • • •	*	
Unpaid Current Taxes: Claimant(s) Pro-Rata Share	3		
Commonwealth's Pro-Rata		·	
	TOTAL	and a state of the	
Liens and/or Delinquent Ta	xes and Municipal Claims:		
Judgment(s):			
	TOTAL CHARGES	0.00	·
*Paid by Pennsylvania Departi		Total Charges	\$0.00
	Minus	s Total Charges	
	Balance I	Due Claimant(s)	\$0.00

RW-313 (2/13)	0201693000 Claim Number	East Allegheny School District Claimant	Page 2 of 2 Date
		the reverse hereof is approved and the receipt of a copy of this settlement s	ne "Balance Due Claimant(s)" is acknowledged statement.
INDIVIDU	U ALS	ENTIT GRANTO East Alleg (Name of	DR: gheny School District
		BY:	McCullough, School Board President
		BY:Toni V	Valicenti, School Board Secretary
		governme: association	tor or any other entity. See R/W Manual
	y That The Information	on On This Form Is True And Co	of. Trect, According To The Records Of The
		RES	
Signature		Title	
Date -			

Prepared By: EJRUANE

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

pennsylv DEPARTMENT OF TRANSPO

45 THOMS RUN RD BRIDGEVILLE, PA 15017

Return To:

JACQUELINE A. EVANS, P.E., RIGHT OF WAY ADMINISTRATOR

DIST 11-0, PA DEPARTMENT OF TRANSPORTATION

45 THOMS RUN RD BRIDGEVILLE, PA 15017

Site Location: Deed Book Volume: 12482, page 316

B/L: 460-B-400 (partial take)

RW-365F (2/13)

ROW OFFICE PROJ. NO.	110379
COUNTY	Allegheny
S.R SECTION	2037-A12
MUNICIPALITY	North Versailles Township
PARCEL NO.	1
CLAIM NO.	0201693000
CLAIMANT	East Allegheny School District
	i

DEED FEE SIMPLE (No Monetary Consideration)

THIS INDENTURE, made by East Allegheny School District, North Versailles Township, Commonwealth of Pennsylvania owner(s) of property affected by the construction or improvement of the above mentioned State Route, its heirs, executors, administrators, successors, and/or assigns, hereinafter, whether singular or plural, called the GRANTOR, and the Commonwealth of Pennsylvania, Department of Transportation, hereinafter called the COMMONWEALTH,

WITNESSETH:

WHEREAS the COMMONWEALTH intends to record a plan in the Recorder of Deeds Office of the aforesaid County indicating its authorization to condemn property for the above highway from the aforesaid property; and

WHEREAS the parties hereto have agreed that, in lieu of condemnation, the GRANTOR will convey to the COMMONWEALTH in fee simple and such lesser estate(s) as designated, if any, from the property or portion thereof required by the COMMONWEALTH,

NOW, THEREFORE, in consideration of the benefits to the property of the GRANTOR, the GRANTOR does hereby grant and convey to the COMMONWEALTH in fee simple that portion of the aforesaid premises designated as required right-of-way or as acquired in fee simple for other purposes on the plot plan attached hereto and made a part hereof; and those areas, if any, designated as required for easement purposes as identified by the plot plan and set forth below.

RW-365F (2/13)	0201693000	East Allegheny School District	
	Claim Number	Claimant	Date

BEING all or a portion of the same property conveyed or devised to the GRANTOR by Deed of Peter R. DeFazio, Sheriff, Dennis Skosnik, Chief Deputy Sheriff, of the County of Allegheny, dated May 13, 2005 and recorded in Deed Book Volume 12482, page 316, together with the improvements, hereditaments and appurtenances thereto.

Page 2 of 3

This conveyance contains 18,750 square feet of Required Right of Way, and 1,875 square feet of Slope Easement and is identified on COMMONWEALTH plans as Parcel 1. The GRANTOR warrants GENERALLY the property hereby conveyed.

The GRANTOR hereby excepts and reserves from this conveyance all right, title, and interest in and to all minerals, including oil, gas, subsurface gas storage, and subsurface gas storage protection together with the right to produce, inject, store subsurface, withdraw, and protect natural gas and oil; said mining, removal, storage and storage protection activities to be accomplished from a minimum depth to be determined by the COMMONWEALTH, from mine shafts, wells or other facilities located off the right-of-way, it being the intent of this provision that the COMMONWEALTH owns the right of support and no mineral activities may take place on the surface of the land acquired by the COMMONWEALTH.

The GRANTOR does further remise, release, quitclaim and forever discharge the COMMONWEALTH or any agency or political subdivision thereof or its or their employees or representatives of and from all suits, damages, claims and demands which the GRANTOR might otherwise have been entitled to assert under the provisions of the Eminent Domain Code, 26 Pa.C.S. § 101 et seq., for or on account of this conveyance and any injury to or destruction of the aforesaid property of the GRANTOR through or by reason of the aforesaid highway construction or improvement, except damages, if any, under Section 710 (Limited Reimbursement of Appraisal, Attorney and Engineering Fees) and Section 711 (Payment on Account of Increased Mortgage Costs) of the Eminent Domain Code; provided, however, that if relocation of a residence or business or farm operation is involved, this release shall likewise not apply to damages, if any, under Section 902 (Moving Expenses) and/or Section 903, 904 (Replacement Housing) and/or Section 905 (Housing Replacement Authorization) of the Eminent Domain Code.

The GRANTOR does acknowledge that it has been fully informed by the COMMONWEALTH of its right to the payment of just compensation for the taking of the herein described property and that it does hereby waive such right.

Certificate of Residence

I hereby certify the Grantee's precise residence to be:

45 Thoms Run Rd. Bridgeville, PA 15017

Witness my hand this	_ day of	,
I	EJ Ruane, RES	
Agent for the C	Commonwealth of Pennsylvani	a
Depart	tment of Transportation	

East Allegheny School District

Date

The GRANTOR has executed or caused to be executed these presents, intending to be legally bound thereby.

INDIVIDUALS	ENTITIES*
	GRANTOR:
	East Allegheny School District (Name of Entity)
	BY:
	Gerri McCullough, School Board President
	BY: Toni Valicenti, School Board Secretary
	* Use this block for a corporation, partnership, LLC, government entity, school district, church, trust, club, association, POA, attorney-in-fact, executor, administrator or any other entity. See R/W Manual
	Section 3.06.
INDIVIDUAL	ENTITY
STATE OF PENNSYLVANIA COUNTY OF	STATE OF PENNSYLVANIA COUNTY OF _Allegheny
On this	On this
PPROVED AS TO FORM AND LEGALITY:	
or Chief Counsel Deputy General C	Counsel Deputy Attorney General



110379	
Allegheny	
2037-A12	
North Versailles Township	
1	
0201693000	
East Allegheny School District	

Date: 11-10-16

Waiver of Rights

Dear Board Members:

We are pleased to learn of your willingness to donate your land to the Department of Transportation. We commend you for this public-spirited decision which will greatly enhance our ability to complete this transportation improvement. Thank you for your generous support.

Your donation may entitle you to certain Income Tax benefits. Please consult with the Internal Revenue Service or a qualified tax practitioner for information. Also be advised that, although the Department cannot reimburse you for tax preparation, we can reimburse you up to a total of \$4,000 for Appraisal, Engineering and/or Attorney fees relating to this matter.

At this time we wish to inform you of your rights in this matter and to document your willingness to waive these rights. Please sign the acknowledgement and waiver statement and the attached documents and return them to your Right-of-Way Representative.

We understand that we are entitled to receive just compensation and to be informed of the Department's estimate of just compensation. The Department's appraisal has not yet been completed, and we waive our right to be informed of the amount of just compensation and waive our right to receive just compensation.

The East Allegheny School District		
Da	ite	
Gerri McCullough, School Board President		
	Signature	Date
Toni Valicenti, School Board Secretary		
	Signature	Date
	Sincerely,	

Jacqueline A. Evans, P.E. District Right-of-Way Administrator Engineering District 11-0

Your Right-of-Way Representative is: EJ Ruane, RES

Telephone Number: 412-429-4838

ROW OFFICE PROJ. NO.	110379	
COUNTY	Allegheny	
S.R SECTION	2037-A12	
MUNICIPALITY	North Versailles Township	
PARCELNO.	1	
CLAIM NO.	0201693000	
CLAIMANT	East Allegheny School District	



Waiver of Rights

Date:

11-14-16

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We understand that we are entitled to receive just compensation and to be informed of the Department's estimate of just compensation. The Department's appraisal has not yet been completed, and we waive our right to be informed of the amount of just compensation and waive we right to receive just compensation.

The East Allegheny School District //- 14-16

Date

Gerri McCullough, School Board President

Toni Valicenti, School Board Secretary

Date

Date

Signature

Sincerely,

Jacqueline A. Evans, P.E.

District Right-of-Way Administrator

Engineering District 11-0

Your Right-of-Way Representative is: EJ Ruane, RES

Telephone Number: 412-429-4838