

**EAST ALLEGHENY SCHOOL DISTRICT  
MINUTES FOR THE REGULAR SCHOOL BOARD MEETING  
MARCH 13, 2017**

**Committee Meeting 6:00 p.m. – Public Session 7:00 p.m.**

**EXECUTIVE SESSION**

The Board went into Executive Session from 6:17 to 7:00 p.m. for Personnel reasons.

**CALL TO ORDER**

The 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, Mr. Volpe.

**ALSO PRESENT:**

Mr. Mac Fann, Ms. Valicenti.  
Solicitor: Mr. Beisler.

**STUDENT  
REPRESENTATIVES**

Sunni Coyne, Amani Johnson.

**MINUTES OF THE  
REGULAR MEETING  
OF FEBRUARY 13, 2017  
AND THE SPECIAL MEETING  
OF FEBRUARY 20, 2017**

Mrs. Gates moved and Mr. Pearsol seconded the motion approving the minutes of the regular school board meeting of February 13, 2017 and the special meeting of February 20, 2017.

The motion was passed, no dissenting votes.

**SUPERINTENDENT'S  
REPORT**

Recognition of the Forbes Road CTC National Technical Honor Society Inductees- Michael Bachorski, Alexander Moose, Ashely Shoben. The AIU dedicated two books in Mrs. McCullough's honor to be placed at Logan Elementary Library.

**STUDENT  
REPRESENTATIVE**

See report.

**HEAR FROM  
THE CITIZENS**

Mr. Pearsol moved and Mrs. Gates seconded the motion to dispense with the regular order of business to hear from the citizens.

The motion was passed, no dissenting votes.

**RESUME THE  
REGULAR ORDER  
OF BUSINESS**

Mr. Pearsol moved and Mrs. Gates seconded the motion to resume the regular order of business.

The motion was passed, no dissenting votes.

**COMMUNICATIONS:**

None.

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**APPROVE AGENDA  
IN TOTO**

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

Eichler	<u>Curriculum, E - No</u>
Gates	<u>None.</u>
Green	<u>Curriculum, E - No</u>
McCullough	<u>None.</u>
Paradine	<u>Budget &amp; Finance, I - No</u>
Pearsol	<u>None.</u>
Rosenbayger	<u>Budget &amp; Finance, I - No</u>
Savinda	<u>None.</u>
Volpe	<u>None.</u>

The motion was passed.

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**BUDGET & FINANCE**

**TREASURER'S MONTHLY  
FINANCIAL STATEMENT  
FOR APPROVAL (A)**

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

The motion was passed, no dissenting votes.

**SECRETARY'S REPORT  
FOR APPROVAL (B)**

Mr. Volpe moved and Mrs. Gates 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)**

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

General Fund	-----	\$ 506,440.67
GF Batch 9	-----	\$ 409,374.03
GF Batch 98*	-----	\$ 184,583.78

\* Batch 98- Charter Schools

The motion was passed, no dissenting votes.

**PURCHASE ORDERS  
APPROVAL (D)**

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

General Fund	-----	\$ 1,818.55
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The motion was passed, no dissenting votes.

**BUDGET & FINANCE**

**CAFETERIA BILLS  
FOR PAYMENT (E)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve and ratify Cafeteria bills for payment in the amount of \$86,717.78.

The motion was passed, no dissenting votes.

**FEDERAL PROGRAM  
BILLS FOR  
PAYMENT (F)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve and ratify the Federal Program bills as follows:

Title I 16-17	-----	\$57,724.79
Title II Part A 16-17	-----	\$0.00

The motion was passed, no dissenting votes.

**APPROVE 2017-2018  
AIU PROGRAM OF  
SERVICES BUDGET (G)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the proposed 2017-2018 Allegheny Intermediate Unit Program of Services Budget in the amount of \$2,034,004.00. The Allegheny County (AIU3) school districts' total contribution to the budget is \$1,835,198.00. The East Allegheny School District contribution to the Program of Services Budget is estimated to be \$16,706 and will be determined by PDE according to District Aid Ratio and Weighted Average Daily Membership (WADM)

The motion was passed, no dissenting votes.

**CONTINUED PARTICIPATION  
IN WESTERN PENNSYLVANIA  
ELECTRICITY CONSORTIUM (H)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board authorize continued participation of the East Allegheny School District in the Western Pennsylvania Electricity Consortium for the purchase of electricity from Direct Energy only if the price is at or below our current price. This extension to the original agreement will begin on the meter read date in January 2019 for a period of twenty-four (24) months and the price will include all costs except distribution, and other related delivery utility charges as contained in the original agreement.

The motion was passed, no dissenting votes.

**APPROVAL OF CHARTER  
WESTINGHOUSE ARTS  
ACADEMY CHARTER  
SCHOOL (I)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the attached Charter for the Westinghouse Arts Academy Charter School and further direct that the appropriate officers sign the Charter to be granted.

**ROLL CALL**

On a roll call vote, the following members voted Yes: Eichler, Gates, Green, McCullough, Pearsol, Savinda, Volpe. No: Paradine, Rosenbayger.

Yes 7  
No 2

The motion was passed.

**BUILDING & GROUNDS**

**USE OF PROPERTY  
REQUEST**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by 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:**

<b><u>Group</u></b>	<b><u>Building/Grounds</u></b>	<b><u>Date Requested</u></b>	<b><u>Time</u></b>	<b><u>Activity</u></b>	<b><u>Cost</u></b>
<b><u>Steel City Elite (A)</u></b>	JSHS Gym	M, W, 3/13/17-6/28/17	7:00 – 9:00 p.m.	Basketball Practice	\$25/Day
<b><u>EAAA Competition Cheer (B)</u></b>	WEST Gym (tentative)	M-F, 3/20/17-11/24/17 Sa, Su, 4/1/17-6/25/17	5:00 – 9:00 p.m. 7:00 a.m. – 5:00 p.m.	Practice Camp	\$0 \$0
<b><u>EA Band Parents Assoc. (C)</u></b>	JSHS Cafeteria	T, 4/11/17	4:00 – 6:00 p.m.	Fundraiser Pick up	\$0
<b><u>EAAA Baseball (D)</u></b>	JSHS Baseball Field	Sa, Su, 5/13/17-7/30/17 M-F, 5/15/17-7/31/17	9:00 a.m. – 9:00 p.m. 5:00 – 9:00 p.m.	Games Games	\$0 \$0
<b><u>Alleg.Cty.Div.of Elections (E)</u></b>	DO Board Room	Tu., 5/16/2017 Tu., 11/7/2017	6:00 a.m. – 8:00 p.m.	Primary & General Election	\$0
<b><u>EA Jr./Sr. Soccer Boosters (F)</u></b>	LES Library	3 <sup>rd</sup> Th of Each Mo.	6:00 – 8:00 p.m.	Meeting	\$0

The motion was passed, no dissenting votes.

**CURRICULUM**

**2017-2018 JUNIOR/SENIOR  
HIGH SCHOOL COURSE  
SELECT BOOK (A)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the 2017-2018 East Allegheny Junior/Senior High School Course Select Book.

The motion was passed, no dissenting votes.

**FIELD TRIP REQUEST  
MCKEESPORT, PA (B)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the request from Amanda Rosco, Chorus Teacher, and 32 musical cast members, to travel to Community Life, McKeesport, PA to perform portions of the spring musical for the senior citizens on Wednesday, March 22, 2017 from 8:30 to 11:30 a.m.

**COST TO THE DISTRICT:** Transportation and one (1) substitute for a half-day. Costs have been budgeted.

The motion was passed, no dissenting votes.

**CURRICULUM**

**FIELD TRIP REQUEST  
PITTSBURGH, PA (C)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the request from Darcy Yeloushan, Junior/Senior High School Nurse, and 8-10 students in the Future Nurses Club, to visit CORE, Pittsburgh, PA to learn about organ donation on Wednesday, March 22, 2017 from 8:30 a.m. to 2:00 p.m.

COST TO THE DISTRICT: None, all costs including one (1) substitute for one (1) day will be covered by CORE. Use of the van is requested.

The motion was passed, no dissenting votes.

**CONFERENCE REQUEST  
GREENSBURG, PA (D)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the request from Christie Bacco and Mallory Parrish, Speech Teachers, to attend PaTTAN training on Comprehensive Assessment: Using Research to Improve Practice for SLP's at the Westmoreland Intermediate Unit, Greensburg, PA on Tuesday, April 4, 2017 from 9:00 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 (E)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the request from Linda Carlson, Logan Elementary Librarian, Janine Montgomery, Title I Teacher, approximately 500 students in grades 3-6, and 3-4 additional teachers per grade level, to visit the Phoenix 18 Movie Theatre, North Versailles, PA as a reward for students who maintained positive behavior and have zero in-school or out of school suspensions, on Thursday, May 11, 2017, **times and movie to be determined**. One half of the group will attend in the morning and the other half will attend in the afternoon.

COST TO THE DISTRICT: None, costs paid by students and teachers. Buses have been donated.

**ROLL CALL**

On a roll call vote, the following members voted Yes: Gates, McCullough, Paradine, Pearsol, Rosenbayger, Savinda, Volpe. No: Eichler, Green.

Yes 7  
No 2

**STUDENT LIFE**

**APPROVE  
MEMORANDUM  
OF UNDERSTANDING  
DISTRICT & POLICE  
DEPARTMENTS (A)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the Memorandum of Understanding between the East Allegheny School District and the police departments of North Versailles Township and East McKeesport Borough, as per attached. This MOU must be approved each year.

The motion was passed, no dissenting votes.

**DISTRICT EXTENDED  
SCHOOL YEAR PROGRAM (B)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the 2016-2017 District Extended School Year (ESY) Program for students commencing July 3, 2017 through July 28, 2017. Students will participate for sixteen (16) days at four (4) hours per day. The ESY Program cost not to exceed ninety (90) hours at \$32.00 per hour for a total of \$2,880. The AIU cost for ESY is \$2,350 per student. Further approve the posting of the position of ESY teacher.

The motion was passed, no dissenting votes.

**AGREEMENT (C)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the Agreement in Lieu of Expulsion for Student H, as per attached.

The motion was passed, no dissenting votes.

**AGREEMENT (D)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the Agreement in Lieu of Expulsion for Student M, as per attached.

The motion was passed, no dissenting votes.

**AGREEMENT (E)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the Agreement in Lieu of Expulsion for Student W, as per attached.

The motion was passed, no dissenting votes.

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**PERSONNEL**

**LONG TERM SUBSTITUTE  
FOR APPROVAL (A)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve Christina Snyder, North Huntingdon, as the 2<sup>nd</sup> grade long term substitute, at Bachelor/Step 1, for the duration of Ashley Humberston's leave, commencing Monday, March 27, 2017 and concluding, Friday, June 9, 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.

**MODIFICATION OF  
LEAVE REQUEST  
ELEMENTARY TEACHER (B)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the modification of Ashley Humberston's leave request from using just a portion of her accumulated sick leave to exhausting her accumulated sick leave of 43 days, and utilizing the 5 emergency days, as per contract, commencing tentatively on Monday, March 27, 2017. With this modification, her FMLA will commence tentatively on June 7, 2017 and conclude Friday, June 9, 2017. Mrs. Humberston has not changed her return date from Monday, June 12, 2017.

The motion was passed, no dissenting votes.

**RESIGNATION OF  
LOGAN TEACHER'S  
AIDE(C)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board accept the resignation of Lisa Bellante, Logan Elementary Teacher's Aide, effective with her last day of Friday, March 10, 2017. Further authorize the posting of this position.

The motion was passed, no dissenting votes.

**UNPAID LEAVE  
REQUEST (D)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the request from Lauren Demsey, Elementary Art Teacher, for an unpaid leave of one and one-half days (1.5) to be used in conjunction with her three (3) personal days, for May 26, 2017 (May 26, half unpaid day, May 30 whole unpaid day) through June 2, 2017.

The motion was passed, no dissenting votes.

**FAMILY MEDICAL  
LEAVE REQUEST  
TEACHERS' AIDE (E)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve and ratify the request from Lisa Piccini, Logan Teacher's Aide, for a Family Medical Leave to care for a family member, on a flexible basis, commencing Monday, March 13, 2017. Mrs. Piccini is requesting the FMLA be on an as-needed basis upon medical certification.

The motion was passed, no dissenting votes.

**SUBSTITUTES FOR  
APPROVAL (F)**

Mr. Volpe moved and Mrs. Gates seconded the motion as recommended by the Administration the Board approve the following substitutes in the respective areas:

Deborah Brown	North Versailles	Secretary/Aide
Thomas Spagnol	New Castle	Custodian

The motion was passed, no dissenting votes.

**FEDERAL PROGRAMS  
REPORT:**

**FEDERAL PROGRAMS REPORT**

Submitted by  
Betsy D'Emidio  
for February 2017

Mrs. McCoy shared with me information regarding Annual Regional Parent Conference held at Georgetown Center. Mrs. McCoy has been on the committee for a number of years. Our annual conference this year is set for Wednesday, March 15. Mike Artell is a multi-award winning author, illustrator, musician and speaker. Mike will be the keynote speaker at the conference. The first part of the presentation will focus on humor and how he uses it in his books and life. The second part will focus on reading aloud to children based on his new book, *Rock Your Read Alouds*. Mike will talk about fun and effective ways to enhance the read-aloud experience for both adults and children along with the importance of parents reading aloud to children. Mrs. McCoy and I worked on a flyer and registration for the event to have the Title I teachers distribute to their students for the parents.

As the Title I teachers completed their monthly Personnel Activity Report they would forward the report to my office and Mrs. McCoy and I would look over them as to what they were covering with the students in the labs 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. Mac Fann to sign-off so the information can be kept on file for monitoring purposes.

I sat with Mrs. McCoy to complete the quarterly reports that are due for Federal Programs and entered the information into the e-Grant system so payments to the District would continue.

At the end of the month we received our final allocations for the 16 – 17 school year for Title I and Title II Part A. There was a decrease in funding for Title I by \$8,367 and Title II Part A by \$538.99. Adjustments will be made in both programs under salaries and supplies.

Mrs. McCoy and I reviewed the tentative 2017 - 2018 Title I non-public school rosters and addresses for those students that IU 3 is serving per our district contract(s). We reviewed for eligibility regarding residence/attendance in qualifying target schools within our district.

Purchase orders, payrolls and benefits were reviewed for February that would be included on the March bill list that will be forwarded to Mrs. Sedlak to include on the agenda for the School Board.

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**OLD BUSINESS:** None.

**NEW BUSINESS:** None.

**ADJOURNMENT** Mr. Volpe moved and Mr. Paradine seconded the motion to adjourn at 7:17 p.m.

Toni Valicenti



Board Secretary

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**HEAR FROM THE CITIZENS**

George Bucar, North Versailles – EA football, cheerleading

Jane Schuneman, North Versailles – Fish Fry Fundraiser for Scholarship Fund



East Allegheny School District  
Treasurer's Monthly Financial Statement

2/28/2017

Bank Balance			\$668,268.40
Outstanding Checks			(\$424,394.78)
<b>Book Balance - January 2017</b>			<b>\$243,873.62</b>
January 2017			
Current Real Estate Taxes		\$380,163.47	
Public Utility Tax		\$0.00	
Payments in Lieu of Current		\$0.00	
Local Tax		\$248.12	
Earned Income Tax		\$63,843.85	
Deed Transfer Tax		\$13,822.10	
Business Privilege		\$3,173.08	
Amusement		\$115.91	
Mercantile Tax		\$33,538.23	
Delinquent Real Estate Tax		\$71,505.31	
Delinquent Business Privilege		\$1,683.48	
Delinquent Mercantile Tax		\$154.00	
Interest, Temporary Investments		\$17,169.89	
Bookstore Sales		\$0.00	
State Revenue Received		\$0.00	
Rentals		\$9,179.62	
Contrib & Donations from Prvt.		\$0.00	
Gains/Losses on Sale of Fixed		\$0.00	
Tuition From Patrons		\$123,773.70	
Miscellaneous Revenue		(\$30.58)	
Tuition for Court Place & Inst		\$0.00	
Energy Efficient Rebates		\$948.33	
Refunds		\$0.00	
Basic Instructional Subsidy		\$0.00	
Tuition for Court Place & Inst		\$0.00	
Special Education Funding		\$185,867.00	
Other Program Subsidies		\$0.00	
Transportation		\$0.00	
Transportation - Duquesne		\$0.00	
Rentals and Sinking Fund		\$0.00	
Medical and Dental Services		\$0.00	
Nurse Services		\$0.00	
Safe Schools		\$0.00	
Extra Grants		\$0.00	
Accountability		\$0.00	
State Share of Social Security		\$0.00	
Retirement payments		\$0.00	
E-Rate Payment		\$1,339.10	
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	
<b>Total Budgetary Revenues</b>		<b>\$965,614.81</b>	

East Allegheny School District  
Treasurer's Monthly Financial Statement

2/28/2017

<b>Disbursements for January 2017</b>			
1100 Regular Programs	\$999,875.00		
1200 Special Programs	\$637,887.19		
1300 Vocational Education	\$23,340.79		
1400 Other Instructional Programs	\$40,424.77		
1500 Non-Public School Programs	\$0.00		
1600 Adult Education	\$0.00		
1800 Other Purchased Services	\$0.00		
2100 Pupil Personnel	\$89,926.62		
2200 Instructional Staff	\$29,004.40		
2300 Administration	\$113,285.63		
2400 Pupil Health	\$24,901.07		
2500 Fiscal Services	\$31,012.51		
2600 Operations & Maintenance of Plant	\$215,930.41		
2700 Student Transportation	\$225,626.24		
2800 Central Support Services	(\$1.00)		
2900 Other Support Services	(\$93.54)		
3200 Student Activities	\$13,129.65		
3300 Community Services	\$669.59		
4000 Facil Acq Const & Improv	\$0.00		
5000 Other Financing Uses	\$360.15		
5100 Debt Service	\$56,384.40		
5200 Fund Transfer: Cafeteria	\$35,149.32		
5800 Transmittal Accounts	\$0.00		
<b>Total Budgetary Expenditures</b>	<b>\$2,536,813.20</b>		
<b>Athletic Account</b>			
<b>Fund 11</b>			
Bank Balance - January 2017			\$16,051.13
Outstanding Checks			(\$1,705.00)
<b>Balance as of 1/31/17</b>			<b>\$14,346.13</b>
<b>Swap Interest</b>			
Bank Balance - January 2017			<b>\$246,049.76</b>

East Allegheny School District  
Secretary's Report

2/28/2017

<b>Summary Statement of 2016-2017 General Fund Operations as of January 2017</b>		
Cash Balance - January 2017		
Huntington Bank	\$	243,873.62
PSDLAF		\$1,612,149.01
PLGIT		\$1,769.02
Energy Sinking Fund		\$6,200.62
Capital Improvement		\$294,169.39
Swap		\$246,049.76
<b>TOTAL</b>		<b>\$2,404,211.42</b>
Receipts: January 2017		
6000 Local Sources	\$14,024,716.46	
7000 State Sources	\$6,732,587.45	
8000 Federal Sources	\$695,743.14	
9500 Refunds-Prior Year	\$12,527.90	
<b>Total</b>	<b>\$21,465,574.95</b>	
Tax Anticipation Loan	<b>\$12,940.51</b>	
Disbursements: January 2017		
1100 Regular Programs	\$6,801,206.64	
1200 Special Programs	\$2,497,399.63	
1300 Vocational Education	\$131,494.92	
1400 Other Instructional Programs	\$175,464.26	
1500 Non-Public School Programs	\$0.00	
2100 Pupil Personnel	\$552,856.89	
2200 Instructional Staff	\$211,208.71	
2300 Administration	\$865,318.83	
2400 Pupil Health	\$155,524.48	
2500 Fiscal Services	\$224,065.26	
2600 Operations & Maintenance of Plant	\$1,405,578.53	
2700 Student Transportation	\$1,163,103.06	
2800 Central Support Services	\$457.40	
2900 Other Support Svcs	\$16,035.15	
3200 Student Activities	\$207,881.18	
3300 Community Services	\$3,579.78	
4000 Facil Acq Const & Improv	\$0.00	
5000 Other Financing Uses	\$3,026.93	
5100 Debt Service	\$1,705,902.33	
5200 Fund Transfer: Cafeteria	\$234,552.94	
<b>Total Disbursements: January 2017</b>	<b>\$16,354,656.92</b>	
Athletic Account		
Balance	\$16,051.13	
Outstanding Checks	(\$1,705.00)	
<b>Balance as of 1/31/17</b>	<b>\$14,346.13</b>	

Bills for Approval and Ratification  
 March 2017

Vendor	Description	Code
<b>Fund 10</b>	<b>Ratification</b>	
Charles Knoer	Official/Basketball	3250-490-000-30
Jonathan Beck	Official/Basketball	3250-490-000-30
Jerome Doezbacher	Official/Basketball	3250-490-000-30
Robert Stock	Official/Basketball	3250-490-000-30
Ed Marko	Official/Basketball	3250-490-000-30
Mark O'Donnell	Official/Basketball	3250-490-000-30
AT&T	Business Services	2620-530-000-00
AT&T Mobility	Cell Phones	2620-530-000-00
Daniel Beisler	Retainer/Tax Collector Acct/Solicitorship	2350-330-000-00
Comcast	District Run Charter School	1110-390-000-00
Dex Media	Advertising Services	2620-530-000-00
Duquesne Light Co.	Electric/HS	2620-622-000-30
Doug Edwards	Reimburse/Replacement Mic	3250-810-000-30
Peoples	Gas/Stadium, GV	2620-621-000-00
PMEA	Registration	3210-580-000-30
Verizon	Phones	2620-530-000-00
Verizon Wireless	Cell Phones	2620-530-000-00
W.P.J.W.A.	Water & Sewage/We	2620-424-000-00
N.V.T.S.A.	Sewage/GV, Logan, HS	2620-424-000-00
East Allegheny Education	Union Dues	0462-009-000-00
East Allegheny Personnel	Union Dues	0462-010-000-00
Pennsylvania SCDU	Child Support	0462-014-000-00
Margie Byers	Official/Basketball	3250-490-000-30
Pam Edwards	Official/Swimming	3250-490-000-30
Ray Milliren	Official/Swimming	3250-490-000-30
Robert Stock	Official/Volleyball	3250-490-000-30
Ken Weber	Official/Swimming	3250-490-000-30
Bank of New York	Bond Paying Agent Fees	2390-331-000-00
Duquesne Light Co.	Electric/We, Logan	2620-622-000-00
EASD Cafeteria	Pawsitive Behavior	2380-530-010-30
Gleason-AJ Gallagher	Premium - as per Worker's Comp	2620-260-000-00
HBBPC	MS Boys Basketball Tournament	3250-810-000-30
Ruder Law	Attorney Fees	2350-330-000-00
David Loya	Meals - Bowling Championship	3250-810-000-30
Cindy McCoy	Pawsitive Behavior - Gift Cards	2380-530-010-30
Joshua Miller	Meals - Bowling Championship	3250-810-000-30
Peoples	Gas/We, Logan, HS	2620-621-000-30
PSBA Insurance Trust	Admin Basic Fee/Dues	2310-810-000-00
UGI	Gas/We, Logan, HS	2620-621-000-00
Wex Bank	Gas for District Vehicles	2650-620-000-00
Kelly Services	Substitute Teacher Services	2832-330-000-00
Capital One	Monthly Loan Payment	5100-832-000-00
ACSCIC	Healthcare for March 2017	0421-000-000-00
Milan Drobac	Official/Volleyball	3250-490-000-30
AT&T	Phones	2620-530-000-00
Linda Croushore	Design Team Meeting	2360-320-000-00
Direct Energy	Gas/GV	2620-621-000-10
Duquesne Light Co.	Electric/Unmetered	2620-622-000-00

Bills for Approval and Ratification  
March 2017

First National Bank	Supplies	1350-610-000-00
William Fries	Reimburse/Cell Phone	2620-530-000-00
Fred Gleeson	Ticket Manager/2 of 2 pymts	3250-103-000-00
Guttman Energy	Gas for District Vehicles	2650-620-000-00
IBP	Conference/HS Nurse	2440-580-330-30
PMEA	Elementary String Fest	3210-580-000-30
Verizon Wireless	Cell Phones	2620-530-000-00
Kelly Services	Substitute Teacher Services	2832-330-000-00
Kelly Services	Substitute Teacher Services	2832-330-000-00
AFLAC	Employee Deduction	0462-006-000-00
Alcose Credit Union	Employee Deduction	0462-008-000-00
HAB-DLT (ER)	Wage Attachment	0462-015-000-00
Cal-Ed	Employee Deduction	0462-016-000-00
Consortium for Public Ed	Employee Deduction	0462-019-000-00
Pennsylvania SCDU	Child Support	0462-014-000-00
PHEAA	Wage Attachment	0462-015-000-00
TSA Consulting	Employee Deduction	0462-003-000-00
Washington National	Employee Deduction	0462-004-000-00
U.S. Treasury	SWPA Science Bowl/Registration	1110-610-000-30
PSERS	Employee's Share of Retirement	0462-230-000-00
PSERS	Buyback	0462-011-000-00
Mike Propchack	Official/Volleyball	3250-490-000-30
American United Life	Income Insurance	1110-214-000-00
Dex Media	Advertising Services	2620-530-000-00
Duquesne Light Co.	Electric/GV	2620-622-000-10
Rege Giles	Assignor Fee/Basketball	3250-810-000-30
M.A.W.C.	Water/ GV, Logan, HS	2620-424-000-00
Madison Natinal Life	Income Insurance	0493-214-000-00
PMEA District 5	Region Bank Registration	3210-810-000-30
PMEA	Regitration	3210-810-000-30
School Claims Service	Life Insurance for March 2017	0421-100-000-00
Verizon	Phones	2620-530-000-00
Verizon	Long Distance	2620-530-000-00
William Viola	Reimburse/Medicare	1110-211-000-30
W.P.J.W.A.	Water/We	2620-424-000-00
Janine Montgomery	Science Fair	3210-619-000-22
United Inflatable Rides	Logan Field Day/Deposit	3210-619-000-10
PA High School	Bowling State Championships	3250-810-000-30

**Bills for Ratification**

**Batch 9**

**Batch 98 Charter Schools**

**Total Bills for Approval & Ratification**

Bills for Approval and Ratification  
March 2017

Amount

\$ 60.00  
\$ 60.00  
\$ 60.00  
\$ 60.00  
\$ 60.00  
\$ 60.00  
\$ 3,244.68  
\$ 51.32  
\$ 6,075.00  
\$ 142.71  
\$ 125.65  
\$ 11,433.81  
\$ 115.54  
\$ 2,591.42  
\$ 100.00  
\$ 371.75  
\$ 902.76  
\$ 587.15  
\$ 2,034.50  
\$ 8,399.97  
\$ 1,386.74  
\$ 471.78  
\$ 180.00  
\$ 60.00  
\$ 60.00  
\$ 60.00  
\$ 60.00  
\$ 1,500.00  
\$ 10,131.02  
\$ 48.00  
\$ 597.00  
\$ 400.00  
\$ 4,800.00  
\$ 70.00  
\$ 100.00  
\$ 70.00  
\$ 4,000.00  
\$ 187.00  
\$ 15,984.55  
\$ 264.50  
\$ 2,188.80  
\$ 19,643.69  
\$ 265,226.37  
\$ 120.00  
\$ 212.84  
\$ 350.00  
\$ 2,513.53  
\$ 297.49

Bills for Approval and Ratification  
March 2017

\$ 3,514.36  
\$ 50.00  
\$ 1,580.00  
\$ 14,078.79  
\$ 79.00  
\$ 75.00  
\$ 74.09  
\$ 5,061.60  
\$ 10,960.86  
\$ 1,002.14  
\$ 11,179.32  
\$ 562.06  
\$ 190.00  
\$ 59.00  
\$ 471.78  
\$ 226.46  
\$ 8,518.00  
\$ 2,054.88  
\$ 150.00  
\$ 66,308.36  
\$ 65.28  
\$ 60.00  
\$ 242.76  
\$ 567.25  
\$ 586.99  
\$ 200.00  
\$ 2,388.73  
\$ 1,361.67  
\$ 260.00  
\$ 200.00  
\$ 2,605.75  
\$ 1,000.24  
\$ 55.48  
\$ 440.70  
\$ 715.55  
\$ 800.00  
\$ 800.00  
\$ 375.00

**\$ 506,440.67**

**\$ 409,374.03**

**\$ 184,583.78**

**\$ 1,100,398.48**

March cafe Bill List  
2016-2017

3607	Allegheny Refrigeration	Repairmilk walk in cooler @ High School	\$287.36	3/13/2017	92958
3608	NUTRITION, INC.	Reimbursement Ovens-Feb. -Jan. totals	\$78,838.93	3/13/2017	INV21516;INV21750
3609	Monteverde's	Fresh Fruits & Vegetables	\$6,470.65	3/13/2017	315989;317372;318824;318956;320140
3610	Reinhart	Ranch Dressing	\$246.96	3/13/2017	526044
3611	TNT equipment Co.Inc.	thermometer/door(gv) t-stat:	\$873.88	3/13/2017	38307;38396
	<b>Bills for approval and ratification</b>				
		<b>TOTAL</b>	<b>\$86,717.78</b>		



**FEDERAL PROGRAMS BILL LIST FOR MARCH 2017**

Title I		Title I		
<u>Purchase Order</u>	<u>Company</u>	<u>Description</u>		
TI 17-34	QUILL CORP	12 X 18 RED AND DK BLUE CONSTRUCTION PAPER (PSSA) STIKKICLIPS		130.78
TI 17-35	REIMB. E.A.S.D.	PAYROLL FOR 2/24		18,544.53
		SS FOR 2/24		1,140.55
		MC FOR 2/24		266.74
		RET. FOR 2/24		5,568.94
TI 17-36	REIMB. J. MONTGOMERY	MILEAGE AND PARKING FOR IMPROVING SCHOOL PERFORMANCE CONF. 1/30 AND 1/31 - RECEIPTS ATT		39.42
TI 17-37	REIMB. E.A.S.D.	PAYROLL FOR 3/10		18,544.53
		MC FOR 3/10		1,140.55
		SS FOR 3/10		266.74
		RET FOR 3/10		5,568.94
TI 17-38	REIMB. D. GRZYB	MILEAGE AND PARKING FOR IMPROVING SCHOOL PERFORMANCE CONF. 1/30 AND 1/31 - RECEIPTS ATT		35.00
TI 17-39	REIMB. E.A.S.D.	HOSP. FOR APRIL		5,854.65
		DENTAL FOR APRIL		388.71
		VISION FOR APRIL		55.86
		LIFE FOR APRIL		178.85
			<b>TOTAL TITLE I PROJECT YR. 16 - 17</b>	<b>57,724.79</b>

Title II Pt. A		Title II Pt. A		
<u>Purchase Order</u>	<u>Company</u>	<u>Description</u>		
			<b>TOTAL TITLE II PT. A 16 - 17</b>	<b>\$ -</b>

Memorandum of Understanding

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**North Versailles Township Police Department  
East McKeesport Police Department**

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(Law Enforcement Authority)

and

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East Allegheny School District  
(School Entity)

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March 13, 2017  
(Date)

**I. Introduction**

A. Parties

The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter –Memorandum):

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North Versailles Township Police Department

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East McKeesport Police Department

The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:

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East Allegheny School District

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- B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.
- C. The parties seek to foster a relationship of cooperation and mutual support and to maintain a safe school environment.

#### D. Legal Authority

1. The parties make this agreement as required by Article XIII-A of the Public School Code of 1949, popularly known as the —Safe Schools Act,|| *as amended*, 24 P.S. §§ 13-1301-A—13-1313-A.
2. In so recognizing this legal authority, the parties acknowledge their respective duties pursuant to the Safe Schools Act and hereby agree to support and cooperate with one another in carrying out their joint and several responsibilities thereunder.
3. Information From Student Records
  - a. The Law Enforcement Authority shall be governed by the following reporting and information exchange guidelines:
    - i. Criminal History Record Information Act, 18 Pa.C.S. § 9101 *et seq.*
    - ii. The prohibition against disclosures, specified in section IV(C)(5) of this Memorandum.
  - b. When sharing information and evidence necessary for the Law Enforcement Authority to complete its investigation, the School Entity shall:
    - i. Comply with the Family Educational Rights and Privacy Act (hereinafter —FERPA||), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. § 99.1 *et seq.*, and 22 Pa. Code §§ 12.31-12.33, including any amendments thereto.
    - ii. Comply with the requirements of the Safe Schools Act, 24 P.S. §§ 13-1303-A and 13-1313-A, and any amendments thereto.
    - iii. Complete reports as required by section 1303-A of the Safe Schools Act, 24 P.S. § 13-1303-A, and any amendments thereto.
  - c. The School Entity may disclose personally identifiable information from an educational record of a student to the Law Enforcement Authority if a health or safety emergency exists and knowledge of that information is necessary to protect the health or safety of the student or other individuals. In determining whether a health or safety emergency exists, the School Entity may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the School Entity determines that there is an articulable and significant threat to the health or safety of a student or other individuals, it may disclose information from education records to the Law Enforcement Authority, if knowledge of that information is necessary for the Law Enforcement Authority to protect the health or safety of the student or other individuals. The School Entity must record the articulable and significant threat to the health or safety of a student or other individuals so that it can demonstrate –

to parents, students and the Family Policy Compliance Office<sup>1</sup> – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

#### E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.
3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.
4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

#### F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Create a safe learning environment.
3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.
5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

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<sup>1</sup> Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

## II. Notification of Incidents to Law Enforcement

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charges may be made in consultation with school administrators.

### A. Mandatory Notification

- l. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
  - a. The following offenses under 18 Pa.C.S (relating to crimes and offenses):
    - i. Section 908 (relating to prohibited offensive weapons).
      - a. The term —offensive weapon‡ is defined by section 908 of the Crimes Code as —[a]ny bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose.‡ See 18 Pa.C.S. § 908(c) (relating to definitions).
      - b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a *curio* or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it or taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.
    - ii. Section 912 (relating to possession of weapon on school property).
      - a. The term —weapon‡ is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.

- b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.
  - iii. Chapter 25 (relating to criminal homicide).
  - iv. Section 2702 (relating to aggravated assault).
  - v. Section 2709.1 (relating to stalking).
  - vi. Section 2901 (relating to kidnapping).
  - vii. Section 2902 (relating to unlawful restraint).
  - viii. Section 3121 (relating to rape).
  - ix. Section 3122.1 (relating to statutory sexual assault).
  - x. Section 3123 (relating to involuntary deviate sexual intercourse).
  - xi. Section 3124.1 (relating to sexual assault).
  - xii. Section 3124.2 (relating to institutional sexual assault).
  - xiii. Section 3125 (relating to aggravated indecent assault).
  - xiv. Section 3126 (relating to indecent assault).
  - xv. Section 3301 (relating to arson and related offenses).
  - xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
  - xvii. Section 3502 (relating to burglary).
  - xviii. Section 3503(a) and (b)(1)(v) (relating to criminal trespass).
  - xix. Section 5501 (relating to riot).
  - xx. Section 6110.1 (relating to possession of firearm by minor).
- b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in —The Controlled Substance, Drug, Device and Cosmetic Act, as amended, 35 P.S. §§ 780-101—780-144, popularly known as the —Drug Act. For purposes of this Memorandum, the terms —controlled substance, —designer drug and —drug paraphernalia shall be defined as they are in Section 102 of the Drug Act.

See 35 P.S. § 780-102 (relating to definitions).

- c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.
  - d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).
2. In responding to students who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based programs, such as school-wide positive behavior supports, to address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

#### B. Discretionary Notification

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
  - a. The following offenses under 18 Pa.C.S (relating to crimes and offenses):
    - i. Section 2701 (relating to simple assault).
    - ii. Section 2705 (relating to recklessly endangering another person).
    - iii. Section 2706 (relating to terroristic threats).
    - iv. Section 2709 (relating to harassment).
    - v. Section 3127 (relating to indecent exposure).
    - vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
    - vii. Section 3503(b)(1)(i), (ii), (iii) and (iv), (b.1) and (b.2) (relating to criminal trespass).
    - viii. Chapter 39 (relating to theft and related offenses).
    - ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
    - x. Section 5503 (relating to disorderly conduct).

- xi. Section 6305 (relating to sale of tobacco).
- xii. Section 6306.1 (relating to use of tobacco in schools prohibited).
- xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).

b. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (a).

- 2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

- 1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.
- 2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

D. Notification of the Law Enforcement Authority when incident involves children with disabilities

- 1. If a child with a disability commits an incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).
- 2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be



required and advisement that the School Entity will act to address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students—general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.

3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.
4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.
5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.

[Describe any specific procedures to be followed for incidents involving a student with a disability having an IEP as required by 22 Pa. Code § 14.104 (relating to special education plans) or 22 Pa. Code Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities)]

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- E. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
1. Whether the incident is in-progress or has concluded.
  2. Nature of the incident.
  3. Exact location of the incident.
  4. Number of persons involved in the incident.

5. Names and ages of the individuals involved.
  6. Weapons, if any, involved in the incident.
  7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
  8. Injuries involved.
  9. Whether EMS or the Fire Department have been notified.
  10. Identity of the school contact person.
  11. Identity of the witnesses to the incident, if any.
  12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
  13. Other such information as is known to the school entity and believed to be relevant to the incident.
- F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:
1. Blueprints or floor plans of the school buildings.
  2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
  3. Location(s) of predetermined or prospective command posts.
  4. Current teacher/employee roster.
  5. Current student roster.
  6. Most recent school yearbook.
  7. School fire-alarm shutoff location and procedures.
  8. School sprinkler system shutoff location and procedures.
  9. Gas/utility line layouts and shutoff valve locations.
  10. Cable/satellite television shutoff location and procedures.
  11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency

### **III. Law Enforcement Authority Response**

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority may include:
1. For incidents in progress:
    - a. Meet with contact person and locate scene of incident.
    - b. Stabilize incident.
    - c. Provide/arrange for emergency medical treatment, if necessary.
    - d. Control the scene of the incident.
      - i. Secure any physical evidence at the scene.
      - ii. Identify involved persons and witnesses.
    - e. Conduct investigation.
    - f. Exchange information.



2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school sponsored activity.
- B. Notification of Parent or Guardian
1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.
  2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.
- C. Scope of School Entity's Involvement
1. General Principles: Once the Law Enforcement Authority assumes primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.
  2. Victims
    - a. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
    - b. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel may be present during the interview.
  3. Witnesses
    - a. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.

- b. In the event a witness is interviewed by the Law Enforcement Authority on school property, a guidance counselor or similar designated personnel should be present during the interview.

4. Suspects and Custodial Interrogation

- a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.
- c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

5. Conflicts of Interest

- a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.
- b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s), shall be informed of the contents of the statements made by student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

- a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department

shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.

- b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
- c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
- d. Where a police department fails to take action as required under clause a or b, the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause a or b.
- e. Where there are discrepancies between the School Entity's incident data and the police incident data, the following shall occur:

[Describe procedure to be followed for the resolution of school violence data discrepancies prior to filing the annual report] The police department representative and the school district administrator(s) will meet to discuss and resolve the discrepancies. Correction of the data, if needed, will be handled accordingly.

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V. General Provisions

- A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter.

- C. If changes in state or federal law require changes to this Memorandum, the parties shall amend this Memorandum.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

\_\_\_\_\_  
Chief School Administrator

\_\_\_\_\_  
Chief Law Enforcement Authority

\_\_\_\_\_  
Chief Law Enforcement Authority

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
East Allegheny School District

\_\_\_\_\_  
School Entity

\_\_\_\_\_  
North Versailles Township Police Dept.  
Law Enforcement Authority

\_\_\_\_\_  
East McKeesport Police Dept.  
Law Enforcement Authority

\_\_\_\_\_  
East Allegheny Junior/Senior High School  
School Building

\_\_\_\_\_  
Logan Elementary School  
School Building

## AGREEMENT IN LIEU OF EXPULSION

This Agreement in lieu of expulsion is made this 17<sup>th</sup> day of February, 2017, by and between the East Allegheny School District (“District”), having its administrative offices located at 1150 Jacks Run Road, North Versailles, Pennsylvania and W (“Student”), a school-aged minor, and Student’s parent (“Parents”), Karen Watkins, who resides at

WHEREAS, pursuant to the District’s student disciplinary policy and consistent with the provisions of the Public School Code and applicable regulations of the State Board of Education, Student was suspended from school for a total of ten (10) days, commencing February 7, 2017 and concluding February 22, 2017, for violating the District’s Discipline Policy, Major Offenses, by her involvement in a fight on February 6, 2017, along with various other disciplinary infractions during the 2016-2017 school year.

WHEREAS, Student is subject to potential further disciplinary action pursuant to an expulsion hearing to be conducted before a committee of the Board of School Directors pursuant to 22 Pa. Code § 12.8; and

WHEREAS, Student and Parents desire to waive the right to a formal hearing, to admit to the general nature of the charges asserted against Student and to accept an expulsion of Student from the District’s schools;

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

1. The foregoing recitals are incorporated by reference herein as a statement of the parties’ mutual intent in entering into this Agreement.



2. Student and Parent, having been informed of the charges and evidence against the student, and having been informed of their rights to a formal hearing (see Appendix A hereto), do hereby waive their rights to a formal hearing and admit to the general nature of the charges filed against Student by the District, specifically, for violating the District's Discipline Policy, Major Offenses, by her involvement in a fight on February 6, 2017, along with various other disciplinary infractions during the 2016-2017 school year.
3. Student and Parent understand and acknowledge that, because Student is over the age of seventeen (17), Student is not subject to Pennsylvania's compulsory attendance laws. The initial responsibility for providing the required education rests with the Parents, through placement in another school, through tutorial or correspondence study or through another educational program approved by the District's Superintendent. However, the District is offering placement in the East Allegheny School District Cyber Program for the remainder of the 2016-2017 school year.
4. **Please note: During this period, student shall not be eligible to participate in or attend any curricular or extra-curricular activities or to be on school grounds. Failure to adhere to this directive will result in charges filed against the Student.**
5. This Agreement constitutes the entire, integrated agreement among the parties hereto and supersedes any prior communications, discussions, representations, agreements, promises or understandings with respect to the subject matters hereof. **In entering into this Agreement, Student and Parents have been fully advised of their rights to an expulsion hearing before the Board of School Directors, afforded the opportunity to consult with counsel of their choosing and have not relied upon any representation or promise not expressly contained in this Agreement.**

WHEREFORE, the parties hereto have executed this Agreement as of the date above stated.

Attest:

EAST ALLEGHENY SCHOOL DISTRICT

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Parent

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Student

## Appendix A

### NOTICE OF RIGHTS

Because education is a statutory right, students are afforded all appropriate elements of due process, including a formal hearing, prior to being excluded from school pursuant to Section 12.6 of Title 22 of the Pennsylvania Code. The due process rights for the formal hearing to which students are entitled, as set forth in 22 Pa. Code § 12.8, are as follows:

1. Notice of the charges must be sent to the student's parents or Parent by certified mail or hand delivery.
2. Sufficient notice of the time and place of the hearing must be given.
3. The hearing shall be private unless the student or parent/Parent requests a public hearing.
4. The student has the right to be represented by legal counsel at the student's expense.
5. The student has the right to be presented with the names of witnesses.
6. The student has the right to copies of any statements and affidavits of witnesses.
7. The student has the right to request that any such witnesses appear in person and testify.
8. The student has the right to testify and present witnesses.
9. A record of the hearing must be kept.
10. The student is entitled to a copy of the transcript, at the student's own expense, if the matter is appealed.

In addition to the above-stated rights, the student also has the right to appeal the results of the hearing to the Court of Common Pleas of Allegheny County within thirty (30) days of receipt of a written adjudication from the Board. Appeals alleging federal constitutional issues may be filed in the U.S. District Court for the Western District of Pennsylvania.

**BY SIGNING THE AGREEMENT FOR EXPULSION, STUDENT AND PARENTS/PARENTS ARE WAIVING ANY OF THESE RIGHTS TO A HEARING OR ANY APPEAL TO COURT CONCERNING THE EXPULSION OF STUDENT. IF STUDENT AND PARENTS DENY THE CHARGES AGAINST STUDENT, DESIRE A FORMAL HEARING TO CONTEST THOSE CHARGES OR DISAGREE WITH THE DISCIPLINARY ACTION TO BE IMPOSED, STUDENT AND PARENTS/PARENTS SHOULD NOT SIGN THE AGREEMENT FOR EXPULSION.**

## AGREEMENT IN LIEU OF EXPULSION

This Agreement in lieu of expulsion is made this 23<sup>rd</sup> day of February 2017, by and between the East Allegheny School District (“District”), having its administrative offices located at 1150 Jacks Run Road, North Versailles, Pennsylvania and H (“Student”), a school-aged minor, and Student’s parent, (“Parent”), who resides at

WHEREAS, pursuant to the District’s student disciplinary policy and consistent with the provisions of the Public School Code and applicable regulations of the State Board of Education, Student was suspended for a period of three (3) days, commencing February 22, 2017 and concluding February 24, 2017 for violating the District’s Discipline Policy by his involvement in the break-in at East Allegheny School District’s vacant Green Valley School building on Sunday, February 19, 2017.

WHEREAS, Student is subject to potential further disciplinary action pursuant to an expulsion hearing to be conducted before a committee of the Board of School Directors pursuant to 22 Pa. Code § 12.8; and

WHEREAS, Student and Parent desires to waive the right to a formal hearing, to admit to the general nature of the charges asserted against Student and to accept this agreement in lieu of expulsion of Student from the District’s schools;

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

1. The foregoing recitals are incorporated by reference herein as a statement of the parties’ mutual intent in entering into this Agreement.

2. Student and Parent, having been informed of the charges and evidence against the student, and having been informed of their rights to a formal hearing (see Appendix A hereto), do hereby waive their rights to a formal hearing and admit to the general nature of the charges filed against Student by the District for violating the District's Discipline Policy by his involvement in the break-in at East Allegheny School District's vacant Green Valley School building on Sunday, February 19, 2017.
3. Parents acknowledge that, as a minor less than seventeen (17) years of age, Student is still subject to the compulsory school attendance law even though expelled. The initial responsibility for providing the required education rests with the Parents, through placement in another school, through tutorial or correspondence study or through another educational program approved by the District's Superintendent. The District is offering placement in an approved Alternative Education for Disruptive Youth (AEDY) program for a period of one (1) year, commencing Monday, February 27, 2017 and concluding Tuesday, February 27, 2018. However, at the conclusion of the 2016/2017 school year, Kaedon's grades, attendance and discipline will be reviewed. If Kaedon has maintained good grades, attendance and behavior for the period of time he has been assigned to the alternative placement, he may be permitted to return to the regular classroom for the beginning of the 2017/2018 school year, which is Tuesday, September 5, 2017.
4. **Please note: During this period, student shall not be eligible to participate in or attend any curricular or extra-curricular activities or to be on school grounds. Failure to adhere to this directive will result in charges filed against the Student.**
5. This Agreement constitutes the entire, integrated agreement among the parties hereto and supersedes any prior communications, discussions, representations, agreements, promises or understandings with respect to the subject matters hereof. **In entering into this Agreement, Student and Parent have been fully advised of their rights to an expulsion hearing before the Board of School Directors, afforded the opportunity to consult with counsel of their choosing and have not relied upon any representation or promise not expressly contained in this Agreement.**

WHEREFORE, the parties hereto have executed this Agreement as of the date above stated.

Attest:

EAST ALLEGHENY SCHOOL DISTRICT

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Parent

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Student

## Appendix A

### NOTICE OF RIGHTS

Because education is a statutory right, students are afforded all appropriate elements of due process, including a formal hearing, prior to being excluded from school pursuant to Section 12.6 of Title 22 of the Pennsylvania Code. The due process rights for the formal hearing to which students are entitled, as set forth in 22 Pa. Code § 12.8, are as follows:

1. Notice of the charges must be sent to the student's parents or Parent by certified mail or hand delivery.
2. Sufficient notice of the time and place of the hearing must be given.
3. The hearing shall be private unless the student or parent requests a public hearing.
4. The student has the right to be represented by legal counsel at the student's expense.
5. The student has the right to be presented with the names of witnesses.
6. The student has the right to copies of any statements and affidavits of witnesses.
7. The student has the right to request that any such witnesses appear in person and testify.
8. The student has the right to testify and present witnesses.
9. A record of the hearing must be kept.
10. The student is entitled to a copy of the transcript, at the student's own expense, if the matter is appealed.

In addition to the above-stated rights, the student also has the right to appeal the results of the hearing to the Court of Common Pleas of Allegheny County within thirty (30) days of receipt of a written adjudication from the Board. Appeals alleging federal constitutional issues may be filed in the U.S. District Court for the Western District of Pennsylvania.

**BY SIGNING THE AGREEMENT FOR EXPULSION, STUDENT AND PARENTS ARE WAIVING ANY OF THESE RIGHTS TO A HEARING OR ANY APPEAL TO COURT CONCERNING THE EXPULSION OF STUDENT. IF STUDENT AND PARENTS DENY THE CHARGES AGAINST STUDENT, DESIRE A FORMAL HEARING TO CONTEST THOSE CHARGES OR DISAGREE WITH THE DISCIPLINARY ACTION TO BE IMPOSED, STUDENT AND PARENTS SHOULD NOT SIGN THE AGREEMENT FOR EXPULSION.**

## AGREEMENT IN LIEU OF EXPULSION

This Agreement in lieu of expulsion is made this 23<sup>rd</sup> day of February 2017, by and between the East Allegheny School District (“District”), having its administrative offices located at 1150 Jacks Run Road, North Versailles, Pennsylvania and M (“Student”), a school-aged minor, and Student’s Parents, (“Parents”), who reside at

WHEREAS, pursuant to the District’s student disciplinary policy and consistent with the provisions of the Public School Code and applicable regulations of the State Board of Education, Student was suspended for a period of three (3) days, commencing February 22, 2017 and concluding February 24, 2017 for violating the District’s Discipline Policy by her involvement in the break-in at East Allegheny School District’s vacant Green Valley School building on Sunday, February 19, 2017 and setting off the fire extinguishers.

WHEREAS, Student is subject to potential further disciplinary action pursuant to an expulsion hearing to be conducted before a committee of the Board of School Directors pursuant to 22 Pa. Code § 12.8; and

WHEREAS, Student and Parents desire to waive the right to a formal hearing, to admit to the general nature of the charges asserted against Student and to accept this agreement in lieu of expulsion of Student from the District’s schools;

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

1. The foregoing recitals are incorporated by reference herein as a statement of the parties’ mutual intent in entering into this Agreement.



2. Student and Parents, having been informed of the charges and evidence against the student, and having been informed of their rights to a formal hearing (see Appendix A hereto), do hereby waive their rights to a formal hearing and admit to the general nature of the charges filed against Student by the District for violating the District's Discipline Policy by her involvement in the break-in at East Allegheny School District's vacant Green Valley School building on Sunday, February 19, 2017 and setting off the fire extinguishers.
3. Parents acknowledge that, as a minor less than seventeen (17) years of age, Student is still subject to the compulsory school attendance law even though expelled. The initial responsibility for providing the required education rests with the Parents, through placement in another school, through tutorial or correspondence study or through another educational program approved by the District's Superintendent. However, the District is offering placement in an approved Alternative Education for Disruptive Youth (AEDY) program for a period of one (1) year, commencing Monday, February 27, 2017 and concluding Tuesday, February 27, 2018.
4. **Please note: During this period, student shall not be eligible to participate in or attend any curricular or extra-curricular activities or to be on school grounds. Failure to adhere to this directive will result in charges filed against the Student.**
5. This Agreement constitutes the entire, integrated agreement among the parties hereto and supersedes any prior communications, discussions, representations, agreements, promises or understandings with respect to the subject matters hereof. **In entering into this Agreement, Student and Parents have been fully advised of their rights to an expulsion hearing before the Board of School Directors, afforded the opportunity to consult with counsel of their choosing and have not relied upon any representation or promise not expressly contained in this Agreement.**

WHEREFORE, the parties hereto have executed this Agreement as of the date above stated.

Attest:

EAST ALLEGHENY SCHOOL DISTRICT

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\_\_\_\_\_  
Parent

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Student

## Appendix A

### NOTICE OF RIGHTS

Because education is a statutory right, students are afforded all appropriate elements of due process, including a formal hearing, prior to being excluded from school pursuant to Section 12.6 of Title 22 of the Pennsylvania Code. The due process rights for the formal hearing to which students are entitled, as set forth in 22 Pa. Code § 12.8, are as follows:

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3. The hearing shall be private unless the student or Parents requests a public hearing.
4. The student has the right to be represented by legal counsel at the student's expense.
5. The student has the right to be presented with the names of witnesses.
6. The student has the right to copies of any statements and affidavits of witnesses.
7. The student has the right to request that any such witnesses appear in person and testify.
8. The student has the right to testify and present witnesses.
9. A record of the hearing must be kept.
10. The student is entitled to a copy of the transcript, at the student's own expense, if the matter is appealed.

In addition to the above-stated rights, the student also has the right to appeal the results of the hearing to the Court of Common Pleas of Allegheny County within thirty (30) days of receipt of a written adjudication from the Board. Appeals alleging federal constitutional issues may be filed in the U.S. District Court for the Western District of Pennsylvania.

**BY SIGNING THE AGREEMENT FOR EXPULSION, STUDENT AND PARENTSS ARE WAIVING ANY OF THESE RIGHTS TO A HEARING OR ANY APPEAL TO COURT CONCERNING THE EXPULSION OF STUDENT. IF STUDENT AND PARENTSS DENY THE CHARGES AGAINST STUDENT, DESIRE A FORMAL HEARING TO CONTEST THOSE CHARGES OR DISAGREE WITH THE DISCIPLINARY ACTION TO BE IMPOSED, STUDENT AND PARENTSS SHOULD NOT SIGN THE AGREEMENT FOR EXPULSION.**