



UPPER ST. CLAIR SCHOOL DISTRICT

BOARD OF SCHOOL DIRECTORS

Mr. Patrick A. Hewitt, President • Mr. Phillip J. Elias, Vice President • Mrs. Amy L. Billerbeck
Mrs. Barbara L. Bolas • Mrs. Jennifer L. Bowen • Dr. Daphna Gans
Mr. Louis P. Mafrice, Jr. • Mrs. Angela B. Petersen • Mrs. Jennifer A. Schnore
Dr. John T. Rozzo, Superintendent • Mrs. Jocelyn P. Kramer, Solicitor

COMMITTEE OF THE WHOLE MEETING MINUTES

Monday, April 12, 2021 @ 7:00pm
Executive Session @ 6:15 pm for Litigation and Personnel
District Administration Building Board Room

Notice having been advertised and posted and members duly notified, a Committee of the Whole meeting of the Board of School Directors was held on April 12, 2021 in the District Administration Board Room.

School Board Members in Attendance:

Mr. Patrick Hewitt, President (in-person)
Mr. Phillip J. Elias, Vice President (in-person)
Mrs. Amy Billerbeck (in-person)
Mrs. Jennifer L. Bowen (in-person)
Dr. Daphna Gans (in-person)
Mr. Louis P. Mafrice Jr. (in-person)
Mrs. Angela Petersen (in-person)
Mrs. Jennifer Schnore (in-person)

School Personnel in Attendance:

Dr. John T. Rozzo, Superintendent (in-person)
Dr. Sharon K. Suritsky, Assistant/Deputy Superintendent (in-person)
Mrs. Amy Pfender, Assistant to the Superintendent (in-person)
Mr. Ray Carson, Senior Director of Operations & Administrative Services (in-person)
Mr. Scott Burchill, Director of Business & Finance (in-person)
Dr. Lou Angelo, Director of Facilities and Operations (virtual)
Mr. Raymond Berrott, Director of Technology (in-person)
Dr. Judith Bulazo, Director of Curriculum and Development (virtual)
Mrs. Cassandra Doggrell, Director of Student Support Services (virtual)
Mrs. Lauren Madia, Assistant Director of Student Support Services (virtual)
Mr. Bradley Wilson, Director of Strategic Initiatives (virtual)
Mrs. Jocelyn Kramer, Solicitor (in-person)
Mrs. Mary Beth Harkleroad, Acting Board Stenographer (virtual)
Karsen Damon – Student Board Representative (virtual)
R.J. Shontz – Student Board Representative (virtual)

Call to Order / Pledge of Allegiance
(Elias, School Board Vice President)

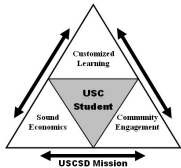
Mr. Elias called meeting to order at approximately 7:06pm.

Meeting Procedures
(Kramer, Solicitor)

Mrs. Kramer reviewed the meeting procedures. She advised that residents had the opportunity to comment in person, online through the District Website and by phone to the Board Stenographer. Mrs. Kramer added that in person guests will be called to podium one at a time, and noted that all present will follow social distancing and masking orders currently in place. Three residents submitted comments in advance of the meeting through the online Google Doc.

Reading of the Mission:

Mrs. Billerbeck read the following mission statement:



Developing lifelong learners and responsible citizens for a global society is the mission of the Upper St. Clair School District, served by a responsive and innovative staff who in partnership with the community provides learning experiences that nurture the uniqueness of each child and promotes happiness and success.

Reading of the Shared Belief Statement #19 from Strategic Plan:
(Elias, School Board Vice President)

Mrs. Bowen read the following Shared Belief Statement #19:

We Believe that:

Service to others encourages students to develop an understanding of and appreciation for other people and encourages them to become contributing members of society.

Resident's Comments - (Regarding Agenda Items)
(Rozzo, Superintendent of Schools)
ATTACHED

Link to Online Form

Note: As per Guidelines for Resident's Comments, please state your name and address and limit your comments to three minutes. Social distancing and mask guidelines will also be adhered to during Resident's Comments. In light of continued health and safety concerns, the Board will offer an additional option for submitting Residents' Comments via online form (link above) by Monday, April 12, 2021 anytime before 4pm or by phone in advance of the meeting. You can submit a comment via phone by contacting the Board Stenographer at 412-833-1600 x2218 by Monday, April 12, 2021 any time before 2pm. Comments submitted in advance regarding agenda items will be shared with the Board prior to the meeting and summarized at this time.

At this time, 1 resident was present to comment from the District Administration Building and Mrs. Harkleroad summarized the comments submitted via the District's Google Form.

Report from Student Board Representatives

Karsen Damon & R.J. Shontz

(Rozzo, Superintendent of Schools)

Karsen and RJ gave school updates. Karsen reported on the Arts stating that the musical rehearsal is in full swing, the High School recently hosted two No Place for Hate programs, and two Ted Talks. She concluded by telling the Board the students are enjoying their in-person, half days on Wednesday. RJ reported on Winter and Spring sports. He reviewed team records for the following sports: hockey, tennis, softball, lacrosse and track and field. RJ also reported the High School students are looking forward to the upcoming Spike Ball and Pickle Ball Tournaments.

Superintendent's Report

(Rozzo, Superintendent of Schools)

a. District Update

(Rozzo, Superintendent of Schools)

Dr. Rozzo reported that his goal is to have the school year end with as much normalcy as possible with end of year activities. He stated for our elementary levels there will be a 4th Grade Farewell, Field Day at the Middle Schools, and the following activities are planned for the High School: Prom at Heinz Field, National Honor Society, at the stadium, Graduation, to name just a few. He thanked our High School Activities Office for working tirelessly to make these events happen. Dr. Rozzo also noted that Summer programming is under way and we will offer programs in grades K-12. He gave an update on vaccinations stating 80% of our staff is vaccinated and he hopes that it will be 90% by beginning of school year. Dr. Rozzo reviewed the enrollment data by level and informed the Board that Allegheny County has moved to the "substantial" phase so closure thresholds are back in place.

b. Request Approval of Personnel Listings

(Carson, Sr. Director of Operations & Administrative Services)

(Consent Agenda)

ATTACHED

Mr. Carson reviewed the Personnel Listings, noting five interim approvals were given for positions that had to be filled immediately.

The Committee will recommend approval, to be placed on the Consent Agenda.

Administrator's Report

(Rozzo, Superintendent of Schools)

a. Request Acceptance and Approval of Proposal from FieldTurf Classic HD Turf System to replace the Boyce field turf and install a perimeter fence at a cost of \$731,000 per KPN Contract # 201801-01

(Carson, Sr. Director of Operations & Administrative Services / Angelo, Director of Operations & Facilities)

(Consent Agenda)

ATTACHED

Mr. Carson and Dr. Angelo presented a proposal and presentation to replace the Boyce field turf and install a perimeter fence for approval. Mr. Carson prefaced the presentation by stating the field has become a safety issue. Dr. Angelo presented the Boyce Field Project. He outlined the history of the field, reviewed Current Circumstances, Proposed solutions, reviewed a visual of the Sample Field, Sample Fencing, and Proposed a Timeline. Mr. Carson added if the project is approved it is expected to begin late May and finalize Mid July. He assured the Board and Administration that prior to the start of this process Dr. Dietrick, Mr. O'Rourke, and Chief Bryson were consulted for proper planning purposes. Mr. Burchill advised that since interest rates are at historically low rates the timing makes sense and the funds for this project will be included in the borrowing for the upcoming paving project. Several Board members asked questions and commented in support for the need for replacement of the turf.

The Committee will recommend approval, to be placed on the Consent Agenda.

b. Request Approval to Renew the Comprehensive Management Agreement with Daikin Applied for a one-year period beginning June 1, 2021 and ending May 31, 2022 at a cost of \$39,000

(Carson, Sr. Director of Operations & Administrative Services / Angelo, Director of Operations & Facilities)
(Consent Agenda)

ATTACHED

Dr. Angelo presented for approval an agreement with Daikin Applied to maintain two chiller units in the cafeteria's at Boyce and Fort Couch Middle Schools for a one year period from June 1, 2021 to May 21, 2022 at a cost of \$39,000.

The Committee will recommend approval, to be placed on the Consent Agenda.

c. Request Approval of an Agreement with Bob Steineck & Associates for High School Spring Musical technical expertise, labor in lighting design, and equipment rental

(Pfender, Assistant to the Superintendent)
(Consent Agenda)

ATTACHED

Mrs. Pfender presented for approval an agreement with Bob Steineck & Associates for lighting & equipment to support our High School Musical.

The Committee will recommend approval, to be placed on the Consent Agenda.

d. Request Approval of Contract with PSI, Inc. for Geotechnical Services and On-Site Inspection for Capital Projects

(Burchill, Director of Business & Finance)
(Consent Agenda)

ATTACHED

Mr. Burchill presented for approval a contract with Professional Services Industries, (PSI) for inspection of paving project. He commented that the contract has been reviewed by solicitor.

The Committee will recommend approval, to be placed on the Consent Agenda.

- e. **Request Approval to Adopt the Operations Budget for the South Central Area Special School Committee for the School Year 2021-2022 as set forth in the proposed budget**
(Burchill, Director of Business & Finance)
(Consent Agenda)
ATTACHED

Mr. Burchill presented for approval a request to adopt the Operations Budget for 2021-2022 school year for South Central Area Special School Committee.

The Committee will recommend approval, to be placed on the Consent Agenda.

- f. **Request Approval of an Agreement with Pennsylvania School Board Association, (PSBA) for the Policy Maintenance Program**
(Kramer, Solicitor)
(Consent Agenda)
ATTACHED

Mrs. Kramer presented for approval an Agreement with Pennsylvania School Board Association, (PSBA) to utilize their policy maintenance service. She noted this protects our property rights and the agreement is all access.

The Committee will recommend approval, to be placed on the Consent Agenda.

- g. **Request Approval of 2021-2022 Adoption of Policies and Procedures and use of Funds for IDEA PART B**
(Burchill, Director of Business & Finance)
(Consent Agenda)
ATTACHED

Mr. Burchill presented for approval the adoption of the Policies and Procedures and use of Funds with the Allegheny Intermediate Unit. He outlined the use of IDEA funds.

The Committee will recommend approval, to be placed on the Consent Agenda.

- h. **Request Approval of an Agreement with ARC Human Services to Provide Job Coaching Skills**
(Doggrell, Director of Special Education)
(Consent Agenda)
ATTACHED

Mrs. Doggrell presented for approval an Agreement with ARC Human Services for Job Coaching Skills to support students at a rate of \$17 per unit.

The Committee will recommend approval, to be placed on the Consent Agenda.

- i. Request Approval of a Contract with Crossroads Speech and Hearing for Speech and Language Hearing Services**
(Doggrell, Director of Special Education)
(Consent Agenda)
ATTACHED

Mrs. Doggrell presented for approval a Contract with Crossroads Speech and Hearing. She commented that the District has a long successful relationship with Crossroads and they have maintained the same pricing rate of \$56 per hour.

The Committee will recommend approval, to be placed on the Consent Agenda.

j. Administrative Updates

- **Dr. Lou Angelo**
Dr. Angelo gave updates on the High School paving project and Truxton Hillside. He noted the sidewalk work at the High School, Eisenhower, and Baker will begin April 28th and the Truxton project will begin late May. Dr. Angelo added that the Truxton project will be managed by the Township and it will not affect the arrival and dismissal of students to the High School campus from the Truxton Road entrance; however, traffic will be restricted during other parts of the day.
- **Mr. Ray Berrott**
Mr. Berrott gave updates on Technology. He stated Promethean Access Panels have been delivered to Boyce and Fort Couch, teacher laptop investment is underway and about 40 teachers are testing new laptops before mass deployment, student iPads have arrived for elementary students', and Chromebooks are still back ordered and expected to arrive in June.
- **Dr. Judy Bulazo**
Dr. Bulazo gave an update on Summer Programming. She noted our Summer School offerings are live, on our website and include Remedial Instruction for grades K-8, at no cost, and Enrichment offerings. Dr. Bulazo also commented on the rejuvenation of the Community Curriculum Input Committee, (CCIC). She added the program has been expanded to now include about 25 community members and the first meeting is April 22nd.
- **Mrs. Cassandra Doggrell**
Mrs. Doggrell had a few updates to offer. She gave an overview on what she will present more formally at a later date. She reviewed plans for the Electronic IEP management system, the PIE event to

be held in May, which will incorporate social and emotional wellness groups for a family evening, and lastly, she gave an update on the Extended School Year plans

- Mrs. Lauren Madia
Mrs. Madia gave an update on Spring standardized testing. She noted students still have the option to opt out of PSSA testing, and Spring AP & IB testing will offer contingency plans.
- Dr. Sharon Suritsky
Dr. Suritsky gave an update on planning at the building level, student enrollment and staffing. She commented that she is working with Building leaders to plan for the next year school year. Dr. Suritsky also noted she conducts regular meetings with Student Support Services to discuss mental health support, and she is working with Mrs. Pfender and Mr. Carson to address staffing and mitigation strategies. Dr. Suritsky remarked that she is looking forward to the enhanced CCIC process.

Business & Finance

(Burchill, Director of Business & Finance)

a. Review of Financial and Cash Flow Statements and Budget Transfers

(Burchill, Director of Business & Finance)

(Consent Agenda)

ATTACHED

Mr. Burchill reviewed the financial summary for the period ending March 31, 2021. He noted we are seeing many of the same themes thorough out the various revenue streams, noting we are slightly ahead with revenue and making up ground with our cafeteria fund.

The Committee will recommend approval, to be placed on the Consent Agenda.

b. Budget Summary Presentation

(Burchill, Director of Business & Finance)

ATTACHED

Dr. Rozzo and Mr. Burchill presented the 2021-2022 Budget Summary Presentation. Dr. Rozzo noted this 1st presentation is more detailed than it has been in previous years as there is more to address due to the pandemic. He reviewed the Budget Context and offered a comparison to the 2020-2021 and 2021-2022 years in the following areas: General, Education, Facilities, Personnel, and COVID. While giving a breakdown of ESSER II and ESSER III by District, Dr. Rozzo noted that Upper St. Clair received the least amount of funding per student, and went on to review Pandemic Assumptions. Mr. Burchill highlighted the Preliminary 2021-2022 Budget by Revenue Context, and Proposed Revenue Sources. He highlighted the Millage impact and cumulative effect for one, five, and ten years and noted new revenue sources. Mr. Burchill reviewed Proposed Expenditures, highlighting 80% of increase is salary, debt services, and capital increases, and explained expenditures of note. He finalized the presentation by reviewing the Proposed Final Budget and The Role of Fund Balance. Fund Balance, which was compared year of year from 2013 to 2021. Dr. Rozzo reviewed the Next Steps in Budget Process and the Budget Timeline. Several board members asked questions.

Committee Reports

(Elias, School Board Vice President)

Dr. Gans gave at PTC update noting the Organization created a drive for our custodians and each member of our custodial staff was presented with \$270 reward. She stated the PTC is organizing another drive for school essential workers and the deadline to contribute is May 6th. Dr. Gans commented that the PTC Wellness committee is collaborating with NAMI to share their stories to develop coping skills and the dates and times are on the website.

Resident's Comments - (Regarding Any Item)

Link to Online Form

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No comments offered at this time.

Matters of Information - Superintendent & Administration

(Rozzo, Superintendent of Schools)

There are no Matters of Information at this time.

Announcement Regarding Executive Session

(Elias, School Board Vice President)

- c. Mr. Elias advised that Executive Session was held at 6:15 pm for Litigation and Personnel

Adjournment

(Elias, School Board Vice President)

The meeting was adjourned at approximately 9:29pm

Respectfully Submitted,

Mary Beth Harkleroad
Acting Board Stenographer

Public Comments

April 12, 2021

Submitted prior to the meeting

Via: Google Form

Louis Oliverio
1725 Hunters Path Lane

I am writing to express my continued support for a return to 5-day in-person education for the 2021-22 academic year. The current Wednesday afternoon time away from the buildings results in a learning/time gap for the students that is perhaps the best possible solution given the current constraints but is still not a long-term viable solution as we move forward. Thus, while this item does not appear to be on the agenda, I continue to support this plan.

As for one agenda item, I look forward to more details about how the swipe card access policy will impact/provide access related to non-school recreational sports. Also, if there is any way to recycle and reuse the current turf for some other use rather than discarding it, I urge the District to explore this. [I admit to having absolutely no expertise in this area.] The Township is behind some of our neighbors in having only 2 turf fields, both on school property, which puts our youth at a disadvantage given the wet weather that tends to occur in the spring and occasionally the fall in the area. If this turf could be re-set elsewhere for recreational, non-high performance sports use (perhaps through some public-private partnership as I do not expect the District to shoulder the costs for this), then please consider it.

Thank you
Louis Oliverio

Daniel Cooper
161 Highview Drive

School Board Members: I rise today to question the expenditure of \$731,000 to be spent on the field at Boyce. Review of the budget in the agenda shows a 1.2 million deficit with a 3% tax increase. Should we be spending this kind of money when facing a deficit even with a tax increase? Are there no alternatives to allow the field to still have use in its current form? Is this absolutely necessary? If so, are there offsets to allow for this expenditure?

Additionally, why is the walking track being removed? Why is the fence being installed after years of open use? Is there vandalism?

Thank you for your consideration,
Daniel Cooper

Daniel Powell
2498 Partridge Drive

First I would like to state my support for the proposal to replace the turf at Boyce stadium. As president of the Upper St Clair Youth Girls Lacrosse program access to this field is a huge benefit to our organization. Turf allows us to play earlier in the season as well as bringing in other teams that play on grass fields. People in other communities look forward to playing us because of our turf facility. That being said the turf is coming up in chunks in certain locations which is a safety issue and the crushed brick track is now all over the field not only cutting the turf but also the pieces could become a safety issue.

As we look to future budgeting the school district should consider replacing the grass field with turf at Fort Couch Middle School and while I'm unsure of the ownership of the Cook School fields I know they are managed by the school district and this would be a perfect opportunity to do a multi sport turf complex similar to Peterswood Park or Mt. Lebanon Cedar Blvd complex. This should also be considered for an indoor or bubble facility for winter use for both the high school and youth programs.

We are falling behind other communities as far as access to fields. And with our weather in this area we lose more time by having to depend on grass fields. Many communities have welcomed sponsorship opportunities and this would help defray some costs and open up more opportunities for our kids. As many of you know with popularity of our youth and high school sports organizations the fight for fields is constant and more turf would relieve that.

Personnel List**Committee Meeting****April 12, 2021****ELECTION**

Staff Name	Location	New Assignment	New Assignment Status	Effective Date
Baughman, Angela **	High School	Spring Musical: Sound Designer	ECA	TBD
Krause, Anthony **	Boyce/Bus Garage	1.0 Custodian	FT	04-07-21
Sibert, Jessica	Substitute	ESY Teacher Aide	Substitute	06-14-21 through 07-30-21
Weinheimer, Amanda	Substitute	ESY Teacher Aide	Substitute	06-14-21 through 07-30-21

** Interim Approval by Dr. John Rozzo, Superintendent, on 04-08-21

CHANGE OF STATUS

Staff Name	Location	Current Assignment	Current Assignment Status	New Assignment	New Assignment Status	Effective Date
Bodamer, Kellie	Eisenhower	1.0 Elementary Teacher	FT	Leave of Absence	Leave	8-18-21 through 11-8-21
Davidovich, Virginia	Bus Garage	Leave of Absence	Leave	Bus Driver	PT	Return to Work 04-06-21
Grogan, Sarah**	Baker	AWS Teacher	Substitute	Per Diem Substitute (for J. Young)	Per Diem Substitute	TBD
Kappert, Kathleen	Eisenhower	1.0 Teacher Aide	FT	Leave of Absence	Leave	Return to Work 4-6-21
Kluckman, Lauren	Boyce	1.0 German Teacher	FT	Leave of Absence	Leave	Return to Work 12-1-21
Krakoff, Lori	Boyce	1.0 Teacher Aide	FT	Leave of Absence	Leave	Beginning 5-27-21
Kulik, James	Baker	1.0 Custodian	FT	Leave of Absence	Leave	Beginning 3-18-21
Mostowy, Dawn	High School	1.0 Biology Teacher	FT	Leave of Absence	Leave	Return to Work 3-29-21
Oakes, Helen	Streams	1.0 Custodian	FT	Leave of Absence	Leave	Beginning 3-31-21
Phillips, Donna**	Boyce	Per Diem Substitute (for S. Fleckenstein) as of 03-01-21	Substitute	1.0 Gifted/Math Teacher (LTS for S. Fleckenstein)	LTS	03-01-21
Serbicki, Brenda **	Baker	AWS Teacher	Substitute	Per Diem Substitute (for M. Zora)	Per Diem Substitute	Beginning 4-6-21

Vierling, Lauren	Bus Garage	Bus Driver	PT	Leave of Absence	Leave	Return to Work 4-6-21
White Frederick	District-Wide	1.0 District Driver/Delivery	FT	Leave of Absence	Leave	Beginning 4-6-21
Young, Jessica	Baker	1.0 Elementary Teacher	FT	Leave of Absence	Leave	Beginning 4-26-21
Zora, Mary	Baker	1.0 Resource Teacher	FT	Leave of Absence	Leave	Beginning 4-6-21

** Interim Approval by Dr. John Rozzo, Superintendent, on 04-08-21

RETIREMENT

Staff Name	Location	Current Assignment	Current Assignment Status	Effective Date
Davidovich, Virginia	Bus Garage	Bus Driver	PT	Last Day Bus Driver Responsibility 2020-21 school year
Helbling, Sandra	Streams	1.0 Teacher Aide	FT	Last day Teacher Aide responsibility 2020-21 school year
Ruffalo, Andrew	Baker	1.0 Head Custodian	FT	TBD

RESIGNATION

Staff Name	Current Assignment
Berrott, Kristy **	Curriculum Leader - Grades 3 and 4 ELA

** Interim Approval by Dr. John Rozzo, Superintendent, on 04-08-21

INFORMATION ONLY

Cusick, Carolyn (Ft. Couch) 1.0 Business Ed Teacher - Personal Leave of Absence changed end date from TBD to LDTR

Newman, Corinne (High School) Personal Leave of Absence changed from 03-22-21 through LDTR to 3-15-21 through LDTR

Polinski, Amy (Ft. Couch) 1.0 Business Ed Teacher (LTS for C. Cusick) From 03-12-21 through end TBD to 03-12-21 through LDTR

Yoest, Melissa (Boyce) 1.0 Special Ed Teacher - Return To Work 03-08-21

Boyce Field Project



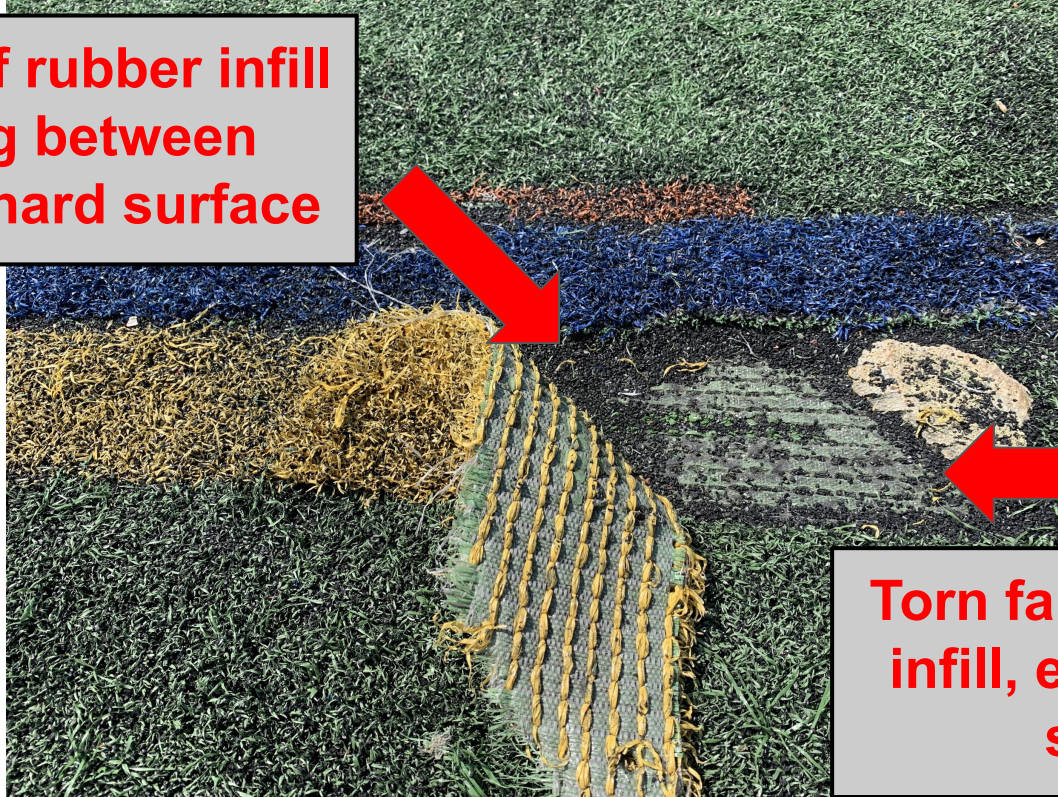
Committee Meeting April 12, 2021

History: Boyce Field

- The artificial turf and walking track were installed at Boyce field in 2011.
- The artificial turf product is AstroTurf and has a life expectancy of 8 to 10 years depending upon its degree of use.
- The artificial field is used 7 days a week by the School District and community recreation athletic programs for at least nine months of every year.
- The field is used for physical education classes, student activities, and athletic events such as football, soccer, lacrosse, and field hockey.
- The field was built with an open layout, enabling access to the grounds 24/7.
- The field offers a recreational walking track constructed of crushed brick.

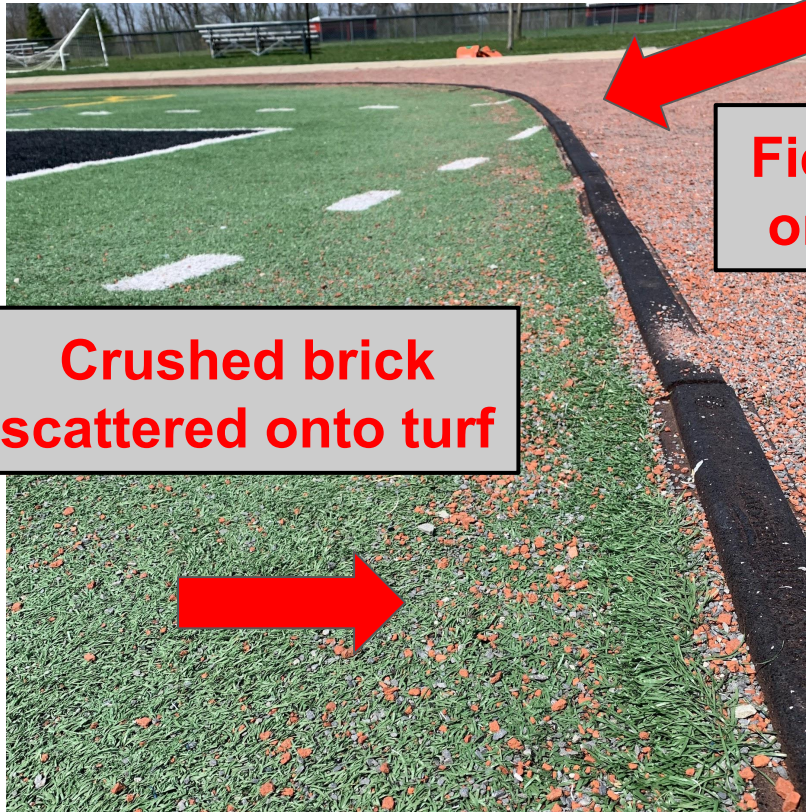
Current Circumstances

**Thin layer of rubber infill
remaining between
carpet and hard surface**



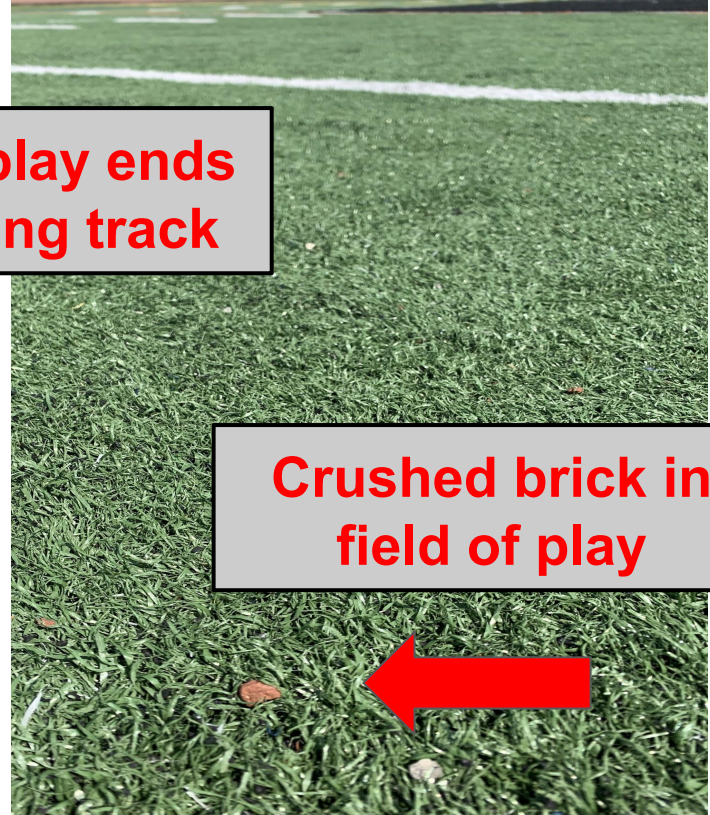
**Torn fabric, depleted
infill, exposed hard
surface**

Current Circumstances



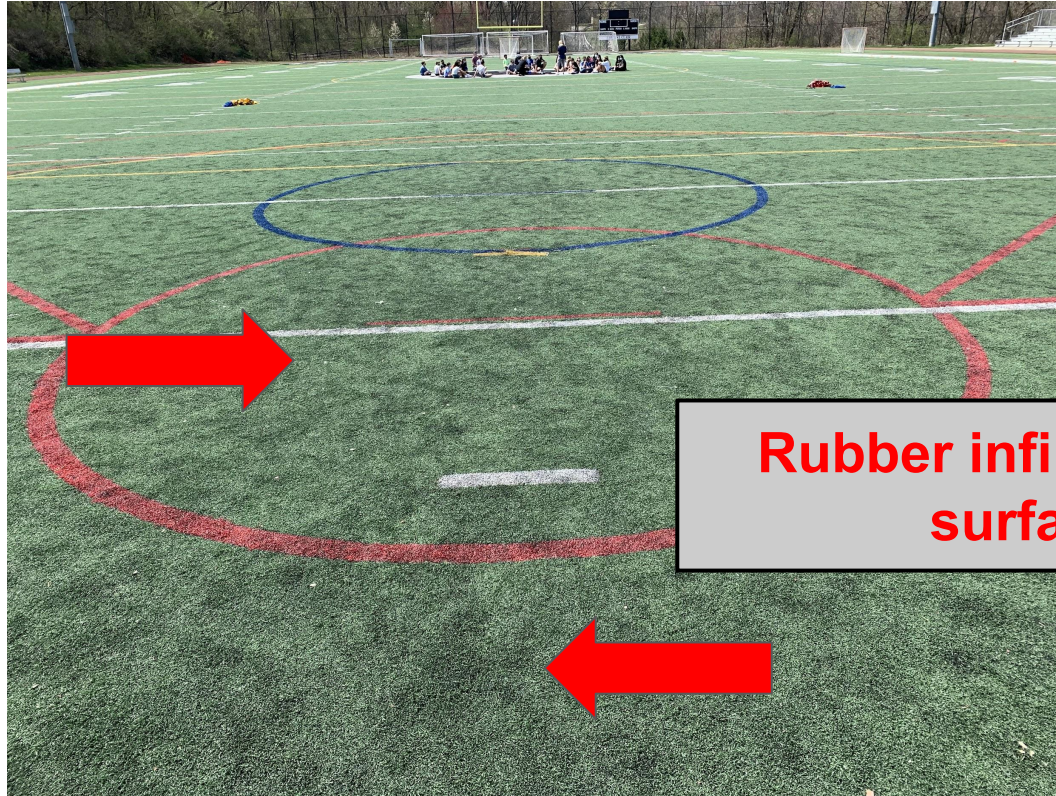
**Crushed brick
scattered onto turf**

**Field of play ends
on walking track**



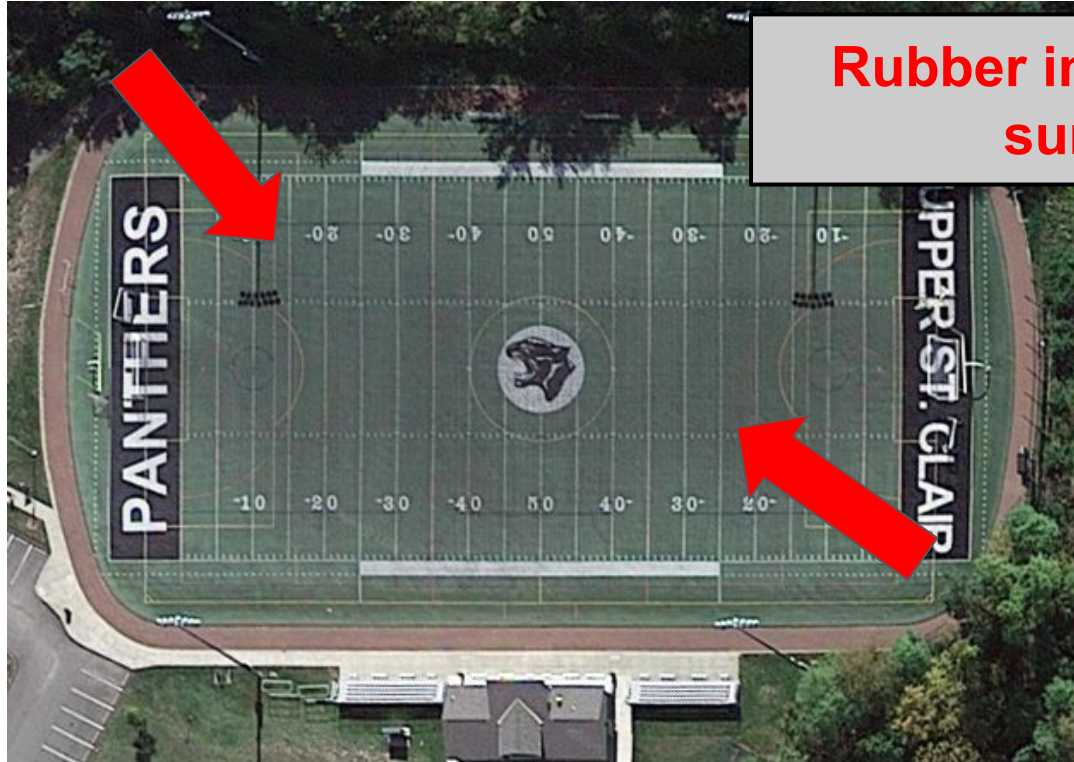
**Crushed brick in
field of play**

Current Circumstances



**Rubber infill risen to
surface**

Current Circumstances



Rubber infill risen to surface



Current Circumstances



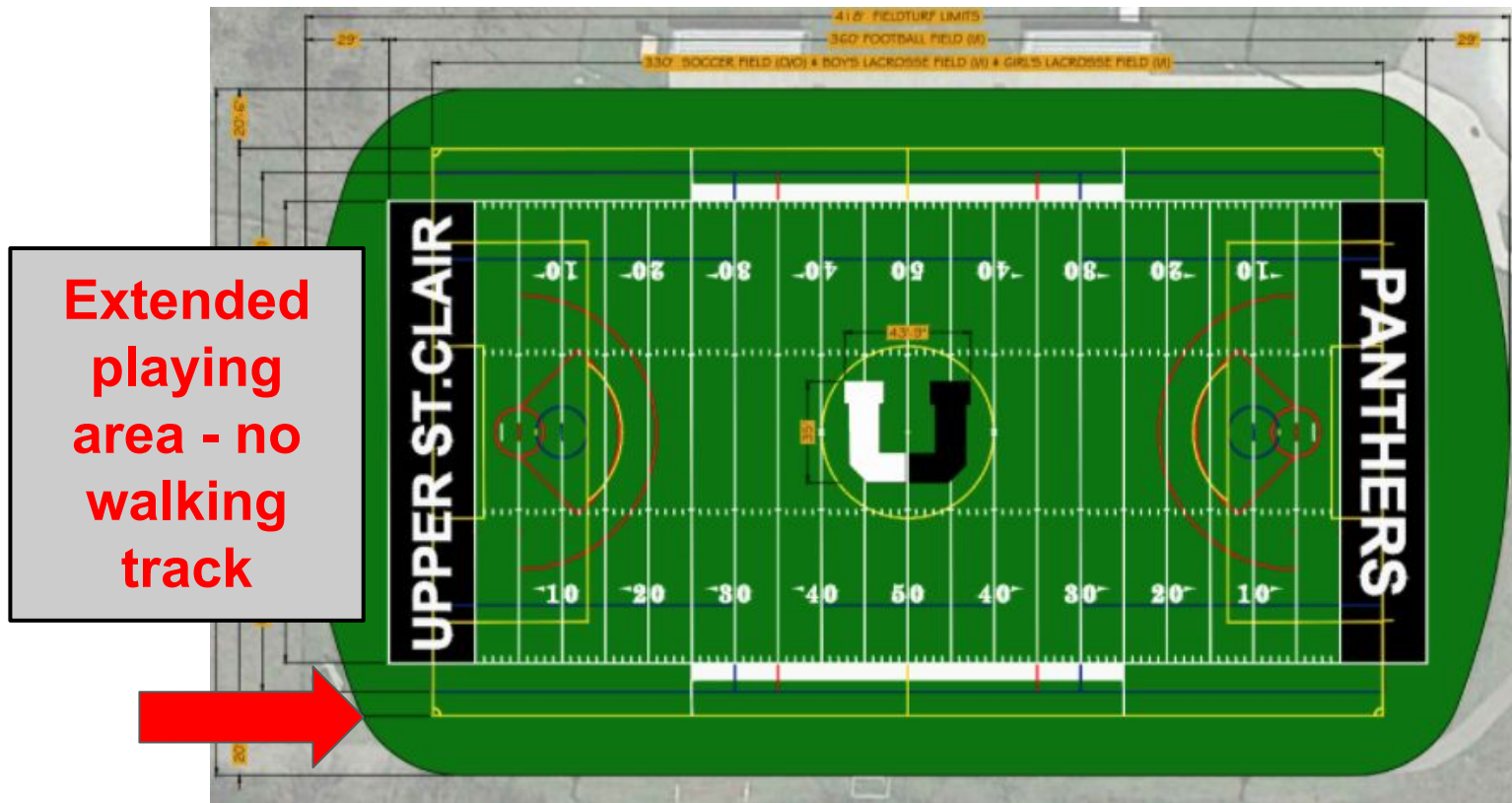
Proposed Solution

- Replace the existing turf with FieldTurf Classic HD turf system, which is the same turf product as the high school stadium.
- Remove the existing crushed brick walking track.
- Install the proper stone base where the existing walking track is and extend the turf to that location, creating a full-sized soccer field. The expansion will create the ability to host varsity soccer practices.
- Install a midfield logo and markings for field hockey, football, men's and women's lacrosse, and soccer.
- Install new fencing with swipe card access to secure the field during school hours, and preserve the facility while allowing access for community recreation athletic teams.

Proposed Solution: FieldTurf Classic HD

- Has a life expectancy of twelve (12) to fifteen (15) years.
- The system is a slit-film fiber, which is known as the safest, most durable product.
- It contains the strongest and softest fibers that will wear well while maximizing the protection of our students.
- The strength of the turf also allows it to be used by all sports.
- The material is cleat-friendly, providing the maximum replication of a natural grass field, and the design improves safety and reduces the likelihood of injuries.
- This is the same system used by 98% of WPIAL fields installed by FieldTurf as well as professional and NCAA athletic teams.

Sample Field



Sample Fencing

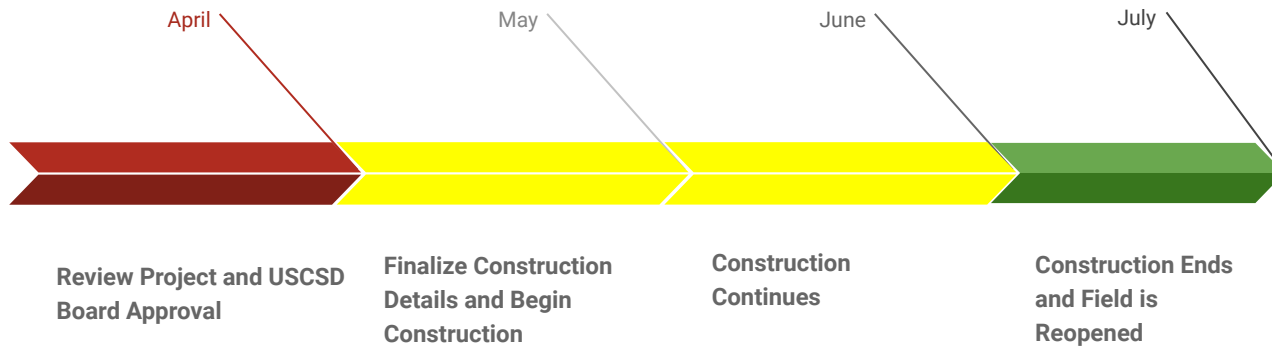


**New
fencing will
connect
with
softball
field fence**

Estimated Project Costs

Construction and Turf	\$638,371.48
Perimeter Fencing	\$83,611.00
Performance and Payment Bonds	\$9,017.52
Total Cost to District	\$731,000.00

Proposed Timeline



Boyce Field Project Questions?



Memo



To: Mr. Ray Carson

From: Dr. Lou Angelo

Date: March 29, 2021

RE: Daikin Agreement Renewal

I am requesting approval to renew the agreement with Daikin Applied for the service of two Magnitude Magnetic Bearing Centrifugal Chiller Units during the **2021-2022 school year**. The agreement permits Daikin to provide ongoing routine maintenance, repair, emergency service, training, and inspections for the chiller units at Boyce and Ft. Couch middle schools at a cost of \$39,000.00 for the year.

Since 2017, the Upper St. Clair School District has been operating under the agreement with Daikin Applied. Approval of my recommendation will mark the fifth year under the agreement and the third year receiving the services at a cost of \$39,0000.00. If approved, the agreement will commence June 1, 2021 and terminate on May 30, 2022.



Memo

To: Dr. John Rozzo, USC Board Members
From: Mrs. Amy Pfender
Date: April 12, 2021
RE: Contract with Bob Steineck & Association, Inc.

Bob Steineck & Association Inc. is providing services as part of the musical production *Smokey Joe's Cafe*. Services, per the contract, include technical expertise and labor in lighting design and equipment rental. Total contract approval is for up to \$1500.00 for equipment and \$500-\$700 in labor costs.

Approval of contracts/agreements will be contingent upon documentation acceptable to the Superintendent and Solicitor.

March 18, 2021

Mr. Scott Burchill
Upper St. Clair School District Business Manager.
1775 McLaughlin Run Road
Upper St. Clair, PA 15241

Subject: Construction Materials Inspection & Testing
Paving Replacement Project
431 Fort Loudon Road
Mercersburg, PA 17236
PSI Proposal Number: 0812-334781

Dear Mr. Burchill:

Professional Service Industries, Inc., (PSI), is pleased to submit the following proposal for providing construction materials testing and inspection services for the above referenced project. A detailed scope of work has not been provided at this time. However, we anticipate that the scope of services may include inspection and testing associated with the following:

- Inspection of soil subgrades in building and pavement areas prior to placement of aggregate base course materials
- Field moisture-density testing of aggregate base course materials for building floor slabs and exterior pavement
- Visual inspection during reinforcing steel placement for cast-in-place concrete structures
- Field testing and sampling of concrete during cast-in-place concrete construction
- Field density and temperature testing during bituminous concrete paving operations and compaction.
- Applicable laboratory testing of soil, aggregate, cement concrete, and bituminous concrete as required by project specifications

Inspection and testing will be performed on a continuous basis as needed to complete the required inspections and tests.

PSI proposes to provide the described services on a unit-price basis. Total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of laboratory tests performed

PSI services will be provided based on the actual construction activities performed. Scheduling of services will be as directed by your office or authorized field representative. Prior to start of the project, PSI recommends a meeting with you and the construction team to discuss materials specifications, scheduling of PSI's field staff, non-conformance reporting, and the project schedule.

Please note that our services do not include supervision or direction of the actual construction work. Neither the presence of our field representatives nor the observation and testing by our technicians shall imply PSI's responsibility for defects discovered in the construction work. PSI



will provide personnel with proper safety training who will provide services in a safe manner at all times. PSI will attend contractor safety meetings if requested and will perform services in accordance with applicable project safety requirements. As PSI does not have control of the project site conditions, jobsite safety will be the sole responsibility of others.

Under the scope of work previously discussed herein, the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications and design concepts. The term "continuous" as stated herein, shall mean the Technician/Inspector is on the site and in the general work area during the activity requiring observation and testing.

Additional services requested but not quoted in this proposal will be performed in accordance with the attached "Schedule of Services and Fees". We also propose that the work be performed pursuant to PSI's General Conditions which are attached herewith and incorporated into this proposal. PSI will proceed with the work and will issue the materials testing and inspection reports upon receipt of a signed copy of this proposal intact or a purchase order referencing this proposal by number and date. When returning this proposal, please complete the attached Project Data Sheet so that your file can be properly established.

PSI appreciates the opportunity to offer its service to you and looks forward to working with you on this project. We will be contacting you to confirm receipt of this proposal and to discuss any questions that you may have.

Very truly yours,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Santino Tarquinio
Project Engineer
Construction Services



Luke D. Lance
Department Manager
Construction Services

Attachments: Schedule of Services and Fees
Remarks
Project Data Sheet
General Conditions

**PSI, INC. • SCHEDULE OF SERVICES AND FEES
CONSTRUCTION QUALITY CONTROL
EFFECTIVE JANUARY 1, 2021**

FIELD INSPECTION AND TESTING SERVICES

Engineering Technician.....	per hour	\$ 35.00
a. Inspection of reinforcement for cast-in-place concrete structures		
b. Inspection and testing during cast-in-place concrete construction		
c. Sample retrieval and transport		
Senior Engineering Technician.....	per hour	\$ 43.00
a. Inspection and testing during placement of structural fill and backfill		
b. Site and shallow foundation subgrade inspection		
c. Inspection during installation of deep foundations.		
d. SFRM thickness testing and sampling for laboratory density determination		
e. Flatness/Levelness Testing of concrete floor slabs		
2 Man Coring Crew.....	per hour	\$ 110.00

FIELD TESTING EQUIPMENT

Nuclear Moisture-Density Gauge	per day	\$ 40.00
NDE Equipment Charge	per day	\$ 35.00
UT/MT Equipment	per day	\$ 100.00
UT Couplant	per pint	\$ 25.00
MT, PT Aerosol Can.....	per can	\$ 30.00
MT Powder	per pound	\$ 30.00
Mileage Charge	per trip	\$ 20.00

LABORATORY TESTING SERVICES

Concrete, Grout, Mortar		
Laboratory compression testing of 4-inch and 6-inch diameter concrete cylinders (ASTM C-39)	Each	\$ 16.00 Laboratory
compressive testing of 2-inch by 2-inch mortar specimens (ASTM C-109).....	Each	\$ 16.00 Laboratory
compressive testing of 3-inch by 7-inch CMU grout specimens (ASTM C-1019).....	Each	\$ 19.00 Concrete Cure Box
.....	per day	\$ 50.00
Soils		
Aggregate gradation (ASTM C-136, C-117)	Each	\$ 115.00
Grain-size analysis, mechanical & hydrometer (ASTM D-422).....	Each	\$ 95.00
Moisture Density Relationship of soils:		
Standard Proctor (ASTM D-698)	Each	\$ 140.00
Modified Proctor (ASTM D-1557)	Each	\$ 150.00
Atterberg Limits Determination (ASTM D-4318)	Each	\$ 85.00
Maximum/Minimum Index Density of Granular Materials (ASTM D-4253/4254)	Each	\$ 250.00
SFRM Density Determination (ASTM E-605)	Each	\$ 40.00

ADMINISTRATIVE/ENGINEERING SERVICES

Chief/Regional Engineer	per hour	\$ 130.00
Project Engineer	per hour	\$ 120.00
ICC Special Inspector	per hour	\$ 85.00
Clerical Services	per hour	\$ 40.00

PROPOSAL ACCEPTANCE

AGREED TO THIS _____ DAY OF _____, 2021

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

FIRM _____

REMARKS

Scheduling or cancellation of field testing and observation services is required before 3:00 PM prior to the date the services are to be performed. After that time, we will make every effort to schedule or cancel, but we cannot guarantee results. Services cancelled without advance notice will be assessed a minimum 4 hour charge. Same day service will be billed at the overtime rate according to availability of personnel.

Technician time will be billed as portal-to-portal time with 4, 6.5, and 8 hour minimums. Technician time in excess of 8 hours per day will be rounded to the nearest whole hour. Overtime rates will be applicable for more than eight (8) hours per day, hours worked before 6:00 AM or after 5:00 PM, Monday through Friday, weekends, and holidays at 1.6 times the appropriate hourly rate. Unit rates presented herein will be in effect for the duration of the project.

Technician rates for services provided during evening/night shifts (if applicable) will be charged at 1.60 times the appropriate hourly rate.

Engineering review, report preparation, and distribution time will be charged at one-half (1/2) hour (at the project manager rate) and clerical time of two-tenths (.2) hour, per technician day and for each laboratory test will be included for report review, data evaluation and contract administration.

A 50% surcharge for Rush laboratory assignments or for testing of concrete cylinders out of sequence will be applied when necessary.

Invoices will be submitted monthly for services provided during the previous month. Payment will be due within thirty (30) days of receipt of invoice.

Concrete cylinders will be charged on a per set basis with all spare cylinders being discarded three (3) months from the date poured unless otherwise specified.

The Client holds PSI harmless for delays in construction caused by unanticipated conditions at the subject project. These delays may require PSI to dispatch an Engineer at the earliest possible time to assess the conditions and provide corrective recommendations.

Please note that PSI reserves the right to withhold all reports until such time as we receive a signed Contract Acceptance Order or other written authorization to proceed with the work as outlined.

A one-time two hour project manager fee will be charged for initial project set-up.

A final inspection charge of a minimum of two hours at the project manager rate applies to all special inspection projects.

ACI 301-10 section 1.6.2.2.d, states that the contractor is responsible for "[providing] space and source of electrical power on the project site for facilities to be used for initial curing of concrete test specimens as required by ASTM C31/C31M, for the sole use of the Owner's quality assurance testing agency."

PSI understands the term "space" to mean "an environmentally controlled and secure space" for initial curing in the field, and the contractor is required to provide electricity and security of the space. Accordingly, this proposal does not include provisions or the associated fee for PSI to provide this service. The initial curing box can be provided at the project site for additional fees which shall include the daily rental cost and associated mobilization cost of the curing box. In the event the curing box is stolen or damaged as the site security is the responsibility of the contractor, PSI shall invoice the cost of the same at cost plus 15%.

**PROFESSIONAL SERVICE INDUSTRIES, INC.
CONSTRUCTION MATERIALS INSPECTION & TESTING
PROJECT DATA SHEET**

Project Name: _____

Project Location: _____

Client Job No.: _____

Purchase Order No.: _____

Project Manager: _____ Phone No.: _____

Fax No.: _____

Site Contact: _____ Phone No.: _____

Invoicing Address: _____

Attn: _____

Report Distribution:

() Copies To: _____ () Copies To: _____

Address: _____ Address: _____

Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Address: _____ Address: _____

Email: _____ Email: _____

Additional Info: _____

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.
- SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$250,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
11. **INDEMNITY:** Subject to the above limitations, PSI agrees to defend and indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of the state where the Project is located. . The exclusive venue for all actions or proceedings arising in connection with this agreement shall be in a court of competent jurisdiction in the county in which the Project is located.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



A Complete Building Solution

intertek
psi

As a partner to the building and construction industry, Intertek offers the most comprehensive suite of services throughout the construction life cycle. From project location and design services, to product testing and certification, to building construction, commissioning, and maintenance, through the final decommissioning and transfer of a building, we are there every step of the way.

Having evolved from a traditional testing, inspection, and certification company, we have moved from a task-oriented service provider to an assurance partner helping customers do more than what is simply required and helping achieve what they desire.

Assurance

- Geotechnical engineering
- Pavement design
- Environmental consulting
- Facilities consulting
- Industrial Hygiene
- Permitting assistance
- Information management
- Roof consulting
- Regulatory/code review
- Product requirements
- Compliance submittals
- Envelope consulting
- Fire consulting
- Acoustical consulting
- BECx

Testing

- Construction materials
Soil, Concrete, Asphalt, Masonry, & Steel
- Field roofing and window
- On site mock-up
- Product compliance testing
- Laboratory mock-up
- Specialty field testing
- Acoustical
- Fire
- Structural
- Durability
- Thermal
- Curtain wall
- NDE

Inspection

- Asbestos surveys
- Lead-based paint surveys
- Indoor air quality surveys
- Mold surveys
- Property condition assessment
- Pavement surveys
- Roof surveys
- Manufacturing process
- System assembly
- Product installation
- Envelope assessment
- Building code special inspection
- Construction materials inspection
- Field labeling
- QA & QC

Certification

- Product compliance
- Code reports
- Administration services



TOTAL QUALITY. ASSURED.



The ever increasing challenges of designing, constructing, and maintaining a building can be difficult for any organization to navigate. From compliance to local and national codes, to ensuring an efficient design, to property management, Intertek-PSI's team of architects, engineers, scientists, and technicians understand firsthand the complexities of successfully constructing a commercial building. Our full suite of services give us unique insight into all phases of a project. Regardless of the project size or complexity, Intertek-PSI delivers engineering, consulting, and testing services to support site selection, design, construction, and property management.

As a leader in providing comprehensive solutions to industries around the globe, Intertek-PSI prides itself on bringing the expertise and services necessary for our clients to meet all of their needs across their entire operation. Our Assurance, Testing, Inspection, and Certification (A.T.I.C.) suite of services ensures that whatever your needs may be – assurance, testing, inspection, certification, or all of the above, that those needs will be met by Intertek-PSI.



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icenter@intertek.com



intertek.com/building



Site Selection

A diverse range of services from geotechnical investigations, due diligence, industrial hygiene, and site surveys, for your building environment.



Design Phase

Our expertise offers engineering, consulting, evaluation, and peer review to ensure a well designed project.



Building Product & Construction Materials

The most comprehensive suite of testing and certification services for construction materials and building products.



Construction Project

Vital services throughout the construction process including inspection, testing, monitoring, mock-ups, and consulting.



Building Maintenance

Evaluation of a building's condition through inspection and testing, investigation, and remediation plan development.



Decommissioning & Transfer

Services that expedite and ensure compliance of the transfer or decommissioning of property or building.



SOUTH CENTRAL AREA SPECIAL SCHOOLS COMMITTEE

**THE PATHFINDER SCHOOL
50 DONATI ROAD
BETHEL PARK, PA 15102
Telephone: 412-833-2777 ext. 2337
Fax: 412-833-4060**

March 18, 2021

RESOLUTION 2021 - 1

**THE BOARD OF SCHOOL DIRECTORS OF THE _____
SCHOOL DISTRICT, a member of the South Central Area Special Schools Jointure,
hereby adopts the procedure set forth in Section 1704 of the School Code permitting a
mail ballot instead of an annual joint meeting to adopt the budget, and**

**FURTHER, hereby adopts the operation budget for the South Central Area Special
Schools Committee for the school year 2021 - 2022 as set forth in the proposed budget,
totaling \$172,250 as is attested by the individual school board director's signature vote
below.**

**DULY ADOPTED as a Resolution at the regular meeting held on the _____
day of _____, 2021.**

BALLOT

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____

SECRETARY _____

SEAL:



**PSBA POLICY MAINTENANCE PROGRAM
PARTICIPATION AGREEMENT**

This Agreement sets forth the terms and conditions of participation by the school entity named below (YOU) in the Policy Maintenance Program and if selected in the Administrative Regulations Program (“the programs”) of the Pennsylvania School Boards Association (PSBA). YOUR agreement to these terms and conditions is required in order for YOU to continue participating in one or both of these programs.

School Entity (YOU): Upper St. Clair School District

Effective date: July 1, 2021

This Agreement is effective for the July 1, 2021 – June 30, 2022 program year and shall remain in effect for subsequent program years until such time as YOU elect to discontinue YOUR participation in the Policy Maintenance Program or YOUR participation is otherwise terminated as provided for in this Agreement. YOUR election to continue participating in the Policy Maintenance Program and if selected, the Administrative Regulations Program, is indicated annually when YOU select them from among optional programs and services listed on the PSBA membership dues invoice and pay the associated fees specified on the invoice. Such fees are non-refundable except as may be expressly provided for in this Agreement.

1. Program Description and Components

Summary

The PSBA Policy Maintenance Program and Administrative Regulations Program are offered as tiered policy and administrative regulations management available to PSBA member school entities that choose to participate at a desired level of service. Among other features, PSBA provides participants with access to policy guides and administrative regulation templates, distributes updates thereto and related instructions and newsletters, provides assistance to participants in customizing, supplementing and further tailoring their local policies and processing administrative regulations as well as in maintaining their local policy and administrative regulations manuals. A web-based platform allows participants to access designated policy guides and administrative regulation templates, to review, edit and circulate drafts of the participant’s own content in a restricted access back-end view, and to publish to the general public final versions of their officially adopted content currently in effect via a link to a public access view of only that selected content.

Policy Guides

At the core of the Policy Maintenance Program are the policy guides, which include hundreds of templates setting forth recommended policy language developed by PSBA to assure that the governmental responsibilities of school entities can be fulfilled in a manner that reflects recommended practices and complies with legal standards and limitations. Assembled together, the policy guides form a comprehensive policy manual addressing all common aspects of school entity operations and responsibilities for which local policies are recommended, and they exist in multiple versions specific to the three standard types of Pennsylvania public school entities (school district, intermediate unit and career and technical school). Built into many policy guides are optional provisions and alternatives among which participants may choose as a means of tailoring policies to local needs and preferences. Further local customization by participants is encouraged and supported by PSBA.

Policy guides are updated and revised as deemed appropriate by PSBA to reflect changes in legal mandates and other parameters due to new legislation, regulations, court decisions or non-regulatory guidance pronouncements of state and federal agencies. Policy guides contain footnotes indicating the sources of law necessitating various provisions, with hyperlinks to those sources of law when available online.

Participants in the Policy Maintenance Program receive all new and newly-updated policy guides that are published by PSBA in the course of a program year and upon request will be provided with up to ten (10) additional policy guides per program year. The governing board of a school entity that has separately engaged PSBA for a comprehensive policy development service will have before it for adoption a complete set of the most current policy guides customized for that particular school entity. An entity that has separately engaged PSBA for a comprehensive policy review service, based on the need to bring an existing but substantially outdated local policy manual up to date, will be provided all necessary policy guides customized for that particular school entity. The policy development and policy review services are separate fee-based services that are not included in the Policy Maintenance Program or Administrative Regulations Program.

Policy News Network

Policy News Network (PNN) is an electronic newsletter published several times annually to all participants in the Policy Maintenance Program. Its function is to alert participants when new policy guides are available or existing policy guides have been updated and to deliver the new or updated guides, with explanations of why PSBA considers each update or new policy guide to be necessary or recommended, and what steps participants should take in order to incorporate the changes into their local policy manual. In addition to the new or updated policy guides and related explanations, PNN issues frequently contain additional information about related developments that may have an impact on a school entity's policy-related decisions and implementing actions. Participants may receive approximately four issues of PNN per year each including multiple new or updated policies, but the PNN is published on an as-needed basis only and there is no guaranteed minimum number of annual PNN issues.

Administrative Regulations Templates

Entities that participate in the Policy Maintenance Program may choose also to participate in the Administrative Regulations Program, which provides them access to administrative regulation templates having a function similar to that of policy guides, but which are typically approved by school entity administration to provide more detailed guidance that operationalizes and directs the implementation by staff of functions and responsibilities established in corresponding board policies. Participation in the Policy Maintenance Program is required in order to participate in the Administrative Regulations Program.

Like policy guides, administrative regulations templates are updated and revised as deemed appropriate by PSBA to reflect changes in legal mandates and other parameters due to new legislation, regulations, court decisions or non-regulatory guidance pronouncements of state and federal agencies.

Participants in the Administrative Regulations Program receive all new and newly-updated templates that are published by PSBA in the course of a program year, and upon request will be provided with up to twenty-five (25) additional templates per year. Participants have the option of purchasing a complete set of templates when they begin participating for an additional one-time fee, as an alternative to gradually building a manual of administrative regulations with what is included annually in the Administrative Regulations Program.

Policy News Network+ (PNN+)

Participants in the Administrative Regulations Program receive an enhanced version of the PNN electronic newsletter titled “Policy News Network+” or “PNN+”, which contains all information published in and with the PNN, plus additional information about new administrative regulations templates and updates to existing templates, which like the policy guides are published and made available to participants via periodic PNN+ issues.

Web-Based Policy Management System

Most components of the Policy Maintenance Program and Administrative Regulations Program are available to participants only through an internet-based, password-protected platform that provides a system enabling participating entities to efficiently manage, process, maintain and publish their local policies and (if also participating) administrative regulations. Participating entities may designate up to three (3) individuals as “authenticated users” who will be provided user names and passwords (“access credentials”) enabling them to log into the secure back-end system elements dedicated exclusively to their school entity.

Access to the web-based system is the exclusive means of receiving the PNN and associated policy guides, or the PNN+ and associated administrative regulations templates if also participating in the Administrative Regulations Program. When additional guides and templates are requested pursuant to the annual supplementary allocation, they are provided via this platform. The system provides features for internally managing the local customization and eventual drafting of local policies and administrative regulations, as well as for making the entity’s finally adopted policies and administrative regulations available to the general public on a publicly accessible system layer that can be reached via a link on the entity’s regular public

website. Participants also are able to use the system to draft, manage and publish locally developed policies and administrative regulations that do not originate with a PSBA policy guide or administrative regulations template.

The online platform for the web-based policy system is the “BoardDocs Policy Management” application, a proprietary product of the Diligent Corporation (“Diligent”), which is made available to participants pursuant to a contract between Diligent and PSBA. The platform includes a feature allowing participants to search for and view sample policies that have been finally adopted and made public by other school entities elsewhere in Pennsylvania or outside the state that use the BoardDocs web-based platform to manage their local policies.

Participating entities pay no fee in addition to applicable program participation fees for use of the BoardDocs Policy Management application. However, access to these features on BoardDocs does not include the BoardDocs paperless meeting application unless the school entity has separately subscribed to that service, for which PSBA is the reseller for designated school entities in Pennsylvania. When participants also subscribe to the BoardDocs paperless meeting service, the paperless meeting features and the policy maintenance features both are accessed through the same online interface. The issuance of access credentials to participants that also subscribe to a BoardDocs paperless meeting service is governed by the BoardDocs End User Agreement applicable to that service and is not subject to the three (3) authenticated user limit mentioned above.

Policy and Administrative Regulation Support

As part of the Policy Maintenance Program, PSBA’s Policy Services team provides quality control and administrative support for use of the web-based system and other elements of policy management needs. When PSBA is notified that a participant intends to adopt a policy not originating with a PSBA policy guide, PSBA non-lawyer policy coordinators review the content for clarity and organization and to ensure consistent formatting. PSBA does not provide legal review by attorneys of locally-developed policies or substantive changes made to PSBA policy guides, other than assistance adding links to relevant legal authorities where appropriate, but if potential problems are noted, policy coordinators will notify the participant and encourage consultation with the entity’s local solicitor. Once draft policies are finally adopted, regardless of origin, PSBA coordinators remind participants to ensure that they are properly moved from the draft policy area to the active policy area of the system where the public may have access, and that prior policies no longer in effect are properly moved to the retired policy area for historical purposes. Support for administrative regulations is limited to assistance with formatting and use of the web-based system. Online training resources, periodic web-based policy system training webinars and, upon request, individual web-based training sessions are provided for participants at no additional fee. In order to provide quality control, assistance, training and other support, selected PSBA employees have continuing online access to each participating entity’s secure back-end policy management area.

2. Copyright Acknowledgment and Permissions

YOU hereby acknowledge that the PSBA policy guides, administrative regulations templates, PNN and PNN+, including but not limited to text, formatting, style, design, numbering system and editorial enhancements (the “PSBA copyrighted materials”) are works of authorship subject to copyright owned by PSBA, and as to which PSBA reserves all rights pertaining and appurtenant to such copyright. YOU agree that you will treat the PSBA copyrighted materials in a manner consistent with such copyright and the permissions provided to YOU in this Agreement. YOU are not permitted to reproduce, distribute, republish, share, circulate, transmit, display, adapt or permit access to the PSBA copyrighted materials except in accordance with the provisions of this agreement.

PSBA grants you the following permissions for the duration of your participation in the Policy Maintenance Program and if applicable in the Administrative Regulations Program:

- (a) YOU may circulate the PSBA copyrighted materials internally to YOUR solicitor and individuals within YOUR organization having a role in YOUR adoption and management of policies and as applicable administrative regulations, including making copies as necessary in the course of those functions, provided that such copies are not circulated, distributed or otherwise provided to persons or organizations outside YOUR organization other than your solicitor or other retained counsel;
- (b) In the course of YOUR adoption process YOU may add YOUR organization’s identifying information and otherwise modify, adapt, customize and tailor the policy guides and as applicable the administrative regulations templates to suit YOUR local needs and preferences;
- (c) When YOUR governing body has finally adopted a policy based upon a policy guide or YOUR superintendent, chief school administrator or governing board has finally approved an administrative regulation based upon an administrative regulation template, YOU may make such finally adopted policies and administrative regulations currently in effect available to the general public on a continuing basis via the web-based policy management system or by other means of YOUR choosing, and copies may be made of them by others;
- (d) When versions of the policy guides or as applicable administrative regulations templates that have been modified by YOU are at the stage of your adoption process where they will be presented to YOUR governing board or committees thereof for consideration, deliberation, adoption or other official action at a public meeting, YOU may make such recommended drafts available to the public as part of meeting agenda-related materials and limited to that purpose, provided that after any policy or administrative regulation is finally adopted and becomes in effect there is no further publication of such drafts except to the extent and in the form that they constitute finally adopted policies or administrative regulations as provided in (c) above;
- (e) Only for so long as YOU maintain your participation in the Policy Maintenance Program or as applicable the Administrative Regulations Program, YOU may use the formatting, style, design, numbering system, editorial enhancements and content originating with a

PSBA policy guide or administrative regulation template in maintaining your policies and administrative regulations, including use of that formatting, style, design, numbering system and editorial enhancements in the development and maintenance of locally developed policies and administrative regulations not otherwise based upon or originating with PSBA policy guides or administrative regulations templates;

- (f) In the event that YOU receive a request for public records pursuant to the Pennsylvania law known as the “Right-to-Know Law” or its successor seeking access to the PSBA copyrighted materials, other than policies or administrative regulations having reached the stage where they constitute recommended drafts or finally adopted documents that may be made public as addressed in (c) and (d) above, and YOU have not denied the request for reasons other than PSBA copyright protection, YOU may grant access to the PSBA copyrighted materials, provided that such access shall be limited to permitting the requester to view the materials in person on YOUR premises, and shall not include the furnishing of any electronic or paper copies of the materials nor electronic display or transmission of the materials except as displayed on a device owned and controlled by YOUR organization under the supervision of an employee of YOUR organization.

3. Notification of Right-to-Know Law Requests

In the event that YOU receive a request for public records pursuant to the Pennsylvania law known as the “Right-to-Know Law” or its successor seeking access to the PSBA copyrighted materials, other than policies or administrative regulations having reached the stage where they constitute recommended drafts or finally adopted documents that may be made public as addressed in (c) and (d) of the second paragraph of Section 2 above, AND such PSBA copyrighted materials become a subject of an appeal by the requester to the Office of Open Records or successor agency, YOU shall promptly notify PSBA of such appeal so as to enable PSBA, at PSBA’s option, to participate in the appeal as an interested third party. Such notice to PSBA is NOT necessary if the request or appeal are limited only to materials that may be made public as provided in (c) and (d) of the second paragraph of Section 2 above.

4. Acceptance of BoardDocs Policy Management Acceptable Use Policy, Service Level Agreement and End User Agreement Required by Diligent Corporation.

YOUR use of the web-based policy management system via Diligent’s BoardDocs Policy Management application is subject to the terms of the BoardDocs End User Agreement for PSBA policy participants, and BoardDocs Acceptable Use Policy, Service Level Agreement, End User Agreement, Privacy Policy and Cookie Policy, each of which is available for review online at:

BoardDocs End User Agreement:

<https://www.psba.org/wp-content/uploads/2019/08/End-User-Agreement.pdf>

Acceptable Use Policy and Service Level Agreement:

<https://go.boarddocs.com/Home.nsf/legal>

Privacy Policy:

<https://boarddocs.com/privacy-policy/>

Cookie Policy:

<https://diligent.com/cookie-policy/>

Terms of Use:

<https://diligent.com/terms-of-use>

By using the web-based policy management system YOU accept the terms and conditions of those documents. If YOU do not wish to accept those terms and conditions, YOU are not permitted to use the system and YOU must promptly notify PSBA of your non-acceptance. Such terms and conditions shall be supplementary to those set forth in an End User Agreement applicable to a BoardDocs paperless meeting service to which YOU subscribe and shall not be construed to supersede conflicting terms and conditions.

5. Protection of Access Credentials and System Security

The number of usernames and passwords (“access credentials”) provided for the use of YOUR organization is limited to three (3), other than by exception provided for in PSBA’s contract with Diligent. This limit does not apply to participants who also subscribe to a BoardDocs paperless meeting service, for which an End User Agreement applicable to that service governs the issuance of access credentials. Designated individuals of YOUR organization to whom access credentials have been given are prohibited from sharing such credentials to other individuals within or outside of YOUR organization. No person other than designated users possessing their own access credentials shall be permitted to have access to or use of any part of the web-based policy management system that requires access credentials to use or view. Requests to terminate access credentials and/or establish new access credentials based on changes in designated users must be made to PSBA.

6. Participant Data Export

Upon YOUR request made to Diligent, Diligent will export YOUR data from the BoardDocs service database in its native format at no charge to YOU. Except as may be otherwise provided in the End User Agreement applicable to a BoardDocs paperless meeting service to which YOU subscribe, if YOU desire Diligent to convert the data into any format other than its native format, Diligent will charge YOU two-hundred and fifty dollars (\$250) per hour for such conversion services, which YOU are solely responsible for paying to Diligent. Requests for data export must be made no later than thirty (30) days after termination of YOUR participation.

7. Payment Terms

Annual fees for participation in the programs shall be in the amounts stated on the annual PSBA dues invoice, and unless participation commences partway through a program year, payment of such fees shall be made in full no later than July 15 of each year or other designated deadline printed on the PSBA dues invoice, the deadline for PSBA annual dues. Participation in the programs is limited to PSBA members in good standing, and PSBA reserves the right to suspend YOUR participation or access to the web-based policy management system in the event payment of fees or membership dues has become delinquent. Applicable annual program fees are due in their entirety on account of participation for any portion of a program year, whether or not YOUR participation is later terminated due to non-payment of fees or PSBA dues or due

to YOUR withdrawal otherwise from PSBA membership. Payment of any fees that may remain due and owing on account of prior participation is required in order to resume participation.

8. Program Modifications or Discontinuation

PSBA reserves the right at its sole discretion to modify the prices, features included or offered, and other terms of participation in the programs applicable to future program years, and to require eligible entities desiring to continue participating for ensuing program years to execute amendments to this Agreement reflecting any such modifications. PSBA further reserves the right at any time to discontinue offering the programs entirely, in which case PSBA will provide YOU a pro-rata refund of fees previously paid for the program year during which the programs are discontinued by PSBA.

9. Termination Rights

YOU may voluntarily terminate your participation in the programs subject to this Agreement at any time by providing written notice to PSBA. If PSBA receives notice that YOU are terminating YOUR participation after the program year has commenced, the applicable fees for the full program year shall remain due and payable in their entirety. Fees previously paid on account of participation in such programs are not refundable in whole or part when YOU choose to terminate your participation.

YOUR participation in the programs shall be terminated without refund in whole or part of fees previously paid if YOUR organization terminates its membership in PSBA, or otherwise fails to pay the annual PSBA dues or additional fees required for participation in the programs.

PSBA may, at its option, terminate YOUR participation in the programs without refund in whole or part in the event YOU violate the terms of this Agreement or those referred to in Section 4 above.

Upon notice of termination by YOU or PSBA, YOU will be provided with official notice that access to the PNN and policy guides or administrative regulations templates will be immediately terminated, and access to the web-based policy system containing YOUR data will be terminated in 30 days. Participants that subscribe to a BoardDocs paperless meeting service will retain access to YOUR data in accordance with the terms of the BoardDocs End User Agreement.

10. Disclaimer of Warranty

The services, features, content and functionality of any component of the programs subject to this Agreement are offered and provided without warranty of any kind, express or implied.

11. Limitation of Liability

Liability of any nature arising out of this agreement other than for infringement of PSBA's copyright or other intellectual property, regardless of cause or theory of liability, shall not exceed the amount of fees paid for participation. In no event will PSBA be liable for any special, consequential, incidental, direct or indirect damages (including without limitation loss of profit) whether or not PSBA has been advised of the possibility of such loss, regardless of cause or theory of liability, whether to YOU or to any third party claiming against YOU or PSBA.

12. Force Majeure

Neither PSBA or YOU shall be liable for any delay or failure to perform any obligations under this Agreement (other than obligations of payment) if such delay or failure arises from any cause(s) beyond the reasonable control of such party, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, public health emergency, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof.

13. Choice of Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. The application of ancillary agreements and terms as identified in Section 4 above shall be governed in accordance with the choice of law provisions contained therein.

14. Integration

The terms set forth in this Agreement constitute the entire agreement between the parties. No modifications, alterations, changes, or waiver to such terms shall be valid or binding unless accomplished by a written amendment or supplement signed by properly authorized representatives of both parties.

15. Pronouns and Plurals

Reference in this Agreement to the singular shall be meant to include reference to the plural and vice versa. Reference to the masculine gender shall be meant to include the female and neuter and vice versa.

16. Headings

The headings of any section or paragraph are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

17. Severability

The provisions of this Agreement are severable. In the event any provision is held by a court to be unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Any court construing this Agreement is expressly granted the authority to revise any invalid or unenforceable provision hereof to the extent reasonably necessary to render such provision effective and enforceable.

18. Provisions Surviving Termination

The following provisions shall survive termination of YOUR participation and continue to be binding upon YOU and PSBA:

- (a) Section 2, first paragraph and subparagraphs (c) and (f) of second paragraph (relating to copyright).

- (b) Section 3 (relating to Right-to-Know Law requests).
- (c) Section 6 (relating to export of YOUR data).
- (d) Section 7 (relating to payment terms).
- (e) Sections 10 through 17 (pertaining to disclaimer of warranty, limitation of liability, force majeure, choice of law, integration, pronouns and plurals, headings and severability).
- (f) This Section 18 (provisions surviving termination).

19. Authority

All persons signing this Agreement on behalf of PSBA and YOU hereby personally covenant and warrant that they are duly authorized to do so with binding effect.

For: Upper St. Clair School District		For: Pennsylvania School Boards Association	
Signature:		Signature:	
Name:		Name:	Christina Griffiths
Title:	Board President	Title:	Chief Operating Officer
Date:		Date:	
Signature:			
Name:	Scott Burchill		
Title:	Board Secretary		
Date:			

(ATTACHMENT A)
NOTICE OF ADOPTION OF APPROVED LEA
POLICIES, PROCEDURES AND USE OF FUNDS
BY SCHOOL DISTRICT

The _____ School District hereby gives notice of its adoption of the Allegheny Intermediate Unit's policies and procedures under the federal requirements of 34 CFR PART 300¹. A copy of the policies and procedures are maintained for review in the administrative offices. The IU-adopted policies and procedures are implemented to fulfill the requirements of 22 PA Code Chapter 14 and the regulatory requirements under the Individuals with Disabilities Education Act – Part B. The Subgrantee has in effect policies and procedures whereby the SEA may, through corrective action for failure to comply with Part B of the act, exercise its general supervisory authority to withhold all direct or indirect subsidies for special education and related services provided by the SEA to public agencies with the responsibility to offer a free appropriate public education to eligible children. (20 U.S.C. Section 1412 (11), 34 C.F.R. Section 300.151, and 34 C.F.R. Section 300.608).

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Signature of Superintendent of the School District *

Date

*By entering your name electronically, you acknowledge your receipt of this document. Your electronic signature will serve as the equivalent of your manual signature. Please click the box to lock this form.

¹Federal requirements including, but not limited to:

- §300.101-§300.123 FAPE Requirements, LRE, Additional Eligibility Requirements
 - §300.145-§300.148 Children with Disabilities in Private Schools Placed or Referred by Public Agencies
 - §300.154 Parental Consent to Access Public Benefits or Insurance
 - §300.200-§300.226 Local Educational Agency Eligibility
 - §300.229 Disciplinary information
 - §300.300-§300.536 Evaluations, Eligibility Determinations, IEP and Educational Placements, Procedural Safeguards, and Discipline Procedures
 - §300.610-§300.624 Confidentiality of Information
- Revised March 2019

IDEA-Part B
Use of Funds Agreement
2021-2022

Sub-grant agreement for Implementation of Individuals with Disabilities Act – Part B, by and between Allegheny Intermediate Unit #3 (hereinafter called “IU”) and _____ (hereinafter called “School District”) enter into for the project period July 1, 2021 through June 30, 2022.

The School District hereby agrees and assures that:

- A. The development and execution of this agreement shall be in accordance with IDEA; program guides issued by USDE; guidelines and directives issued by Pennsylvania Department of Education; the terms of this agreement; and the provisions of the State IDEA Plan applicable to the period of this agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations, and standards, as outlined in the IDEA Contract between Allegheny Intermediate Unit #3 and the Pennsylvania Department of Education.
- B. Funds shall be used to support appropriate services to school age children who are eligible for services through these funds.
- C. School District must submit to the Intermediate Unit how IDEA pass through funds will be used. Any changes in use of IDEA pass through funds must be submitted to the Intermediate Unit by March 31, 2022.
- D. School District will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records, and supporting documents, those records to be available for inspection by a representative and/or auditor of the Intermediate Unit or Pennsylvania Department of Education.

The Intermediate Unit agrees to cooperate with the School District in resolving any proposed disallowances the auditors of the School District recommend as a result of audits, or any final audit disallowances imposed by the appropriate authorities. The Intermediate Unit shall not be held liable by the School District for such disallowed costs.

Payments will be contingent upon receipt of funds from the Pennsylvania Department of Education.

Dr. James Palmiero

Assistant Executive Director for
Special Education and Pupil Services

Date

School District Superintendent Signature

Date



Memo

To: Dr. John Rozzo, USC Board Members
From: Ms. Cassandra Doggrell
Date: March 22, 2021
RE: Special Education and Student Support Services Agreements/Contracts

I request approval of the following agreement/contract for the **2020-2021 school year**:

1. ARC Human Services: Provide supported employment job coaching skills at the rate of \$17.75 per 15-minute unit.
 - a. Cost for job coaching skills to be provided to meet the needs of identified students as service is needed
 - b. ATTN: ARC Human Services
111 W. Pike St. PO Box 521
Canonsburg, PA 15317

I request approval of the following agreement/contract for the **2021-2022 school year and 2022-2023 school year**:

2. Crossroads Speech and Hearing: speech and language therapy services at \$56.00 per hour (full year)
 - a. Contract with Crossroads Speech and Hearing to provide speech and language therapy services for students in the district during the school year and during extended school year. There is not a cost increase from the prior school year.
 - b. ATTN: Dianne Baum
Crossroads Speech and Hearing
Summerfield Commons
2539 Washington Road
Bldg. 1000
Suite 1010
Pittsburgh, PA 15241

Approval of contracts/agreements will be contingent upon documentation acceptable to the Superintendent and Solicitor.



Customizing Learning,
Nurturing Potential...
Delivering Excellence

Memo

To: Dr. John Rozzo, USC Board Members

From: Scott P. Burchill *SPB*

Date: April 12, 2021

RE: FINANCIAL SUMMARY AND PRELIMINARY FINANCIAL STATEMENTS (PRELIMINARY AND UNAUDITED)

Financial statements for the General Fund, Capital Reserve Fund and Construction Fund for the period ended March 31, 2021 are enclosed for your review. Financial statements for the Cafeteria Fund report for the period ending February 28, 2021 are also enclosed for your review. The reports reflect the realized revenues and expenses incurred from July 1, 2020.

GENERAL FUND

	2020-21	2020-21 through March 31 2021		2019-20	2019-20 through March 31, 2020	
<i>(in millions of dollars)</i>	Budgeted	Actual	% of Budget	Budgeted	Actual	% of Budget
Current Real Estate Revenues	\$59.53	\$59.52	100%	\$57.29	\$57.01	100%
EIT	\$5.67	\$3.49	62%	\$5.67	\$3.17	56%
All Other Local Revenues	\$3.53	\$2.96	84%	\$4.17	\$3.15	76%
State Revenues	\$18.33	\$12.95	71%	\$18.10	\$12.50	69%
Federal Revenues	\$0.48	\$0.47	98%	\$0.38	\$0.16	42%
All Other	\$0.00	\$0.00	0%	\$0.03	\$0.00	0%
Total Revenues	\$87.540	\$79.39	91%	\$85.640	\$75.99	89%
Expenditures	\$87.800	\$59.84	68%	\$85.640	\$56.70	66%
Revenues less Expenditures	<i>(\$0.260)</i>	\$19.55		\$0.000	\$19.29	
Balance Sheet	As of March 31, 2021	As of June 30, 2020 <i>(unaudited)</i>				
Cash and Marketable Securities	\$30,600,447	\$17,766,352				
Total Assets	\$33,854,519	\$22,130,623				
Total Liabilities	\$4,887,705	\$12,508,084				
Nonspendable Reserves	\$0	\$208,959				
Adjustment to Fund Balance	\$19,553,234	\$371,652				
Fund Balance	\$9,413,581	\$9,041,928				

The General Fund revenue is ahead last year, comparing the percent of budgeted revenue received as of March 31st. Local tax revenue is 4.2% ahead of last year through March 31st. Interim real estate tax is approximately \$278k higher than 2019-20. Interest income is less than \$10k year-to-date. Last year at the end of March 2020, interest revenue exceeded \$389k.

CAFETERIA FUND

	Budget 2020-21	2020-21 through February 28, 2021	Budget 2019-20	2019-20 through February 28, 2020
Revenues	\$1,927,393	\$993,633	\$1,776,296	\$1,176,209
Expenditures	\$1,900,718	\$1,107,794	\$1,700,771	\$1,327,292
<i>Net</i>	\$26,675	<i>(\$114,161)</i>	\$75,525	<i>(\$151,083)</i>
		As of February 28, 2021	As of June 30, 2020	
Cash and Marketable Securities		\$37,957	\$110,579	
Total Assets		\$311,033	\$246,919	
Total Liabilities		\$374,943	\$196,669	
<i>Unassigned Fund Balance</i>		<i>(\$63,910)</i>	\$50,250	

The food service department is operating under the Seamless Summer Option provision (SSO-COVID), providing free reimbursable lunches to all students in the District through the end of the school year. As student schedules are adjusted for COVID-19, the cafeteria will adapt the schedule for in-person meals and pick-up meals, providing as many breakfasts and lunches to students as possible. Federal reimbursement will make up the majority of revenue for the 2020-21 school year. Sales continue to lag behind last year for a couple of reasons. First, a-la-carte sales are down approximately 72% compared to the same period last year. The decrease in a-la-carte sales is attributed to fewer students attending school and the availability of free reimbursable lunches. Also, the total meals sold to students has decreased due to fewer in-person student days when compared to 2019-20. However, expenditures are down 17% when compared to the same period for 2020.

CAPITAL RESERVE FUND

	Budget 2020-21	2020-21 through March 31, 2021	Budget 2019-20	2019-20 through March 31, 2020
Revenues	\$270,000	\$267,031	\$267,000	\$270,940
Expenditures	\$305,000	\$189,997	\$395,442	\$402,641
<i>Net</i>	<i>(\$35,000)</i>	\$77,034	<i>(\$128,442)</i>	<i>(\$131,701)</i>
		As of March 31, 2021	As of June 30, 2020 <i>(unaudited)</i>	
Cash and Marketable Securities		\$177,905	\$176,872	
Total Assets		\$177,905	\$176,872	
Total Liabilities		\$0	\$25,225	
<i>Total Reserves</i>		<i>\$177,905</i>	<i>\$151,647</i>	

CONSTRUCTION FUND

	Budget 2020-21	2020-21 through March 31, 2021	Budget 2019-20	2019-20 through March 31, 2020
Revenues	N/A	\$4,213	N/A	\$114,745
Expenditures	N/A	\$406,178	N/A	\$5,740,259
<i>Net</i>		<i>(\$401,965)</i>		<i>(\$5,625,514)</i>

	As of March 31, 2021	As of June 30, 2020 <i>(unaudited)</i>	
Cash and Marketable Securities	\$1,509,559	\$2,258,545	
Total Assets	\$1,509,559	\$2,258,545	
Total Liabilities	\$1,052,715	\$1,365,942	
<i>Fund Balance</i>	\$456,844	\$892,603	

BUDGET TRANSFERS

Budget transfers of \$55,226.40 are enclosed for your review and approval.

Cc: Rebecca Berquist, Treasurer

Upper St. Clair School District Proposed Final Budget 2021-2022

Progress Presentation for April 12, 2021



Purpose of Tonight's Presentation

- State the priorities of 2021-22 budget
- Provide context and discuss potential impact of the pandemic on 20/21 and 21/22
- Discuss pandemic assumptions and impact on budget
- Share proposed revenues and expenditures
- Introduce tax options with respect to impact on revenues (short and long term) and taxpayers
- Present current budget status and timeline to approve the final budget

Priorities Of 2021-22 Budget

- Maintain a high quality education for our students
- Balance the needs of the School District while recognizing our fiduciary responsibilities to the community
- Remain cognizant of the interdependence of all aspects that directly and indirectly affect our students' school experience

Budget Context



Budget Context

	2020-21 Budget Year	2021-22 Budget Year
General	Act 1 Index set at 2.6% Real estate taxes were increased at the lowest rate in the previous two budgets in over a decade (1.97% and 2.60% respectively - both below Act 1 Indexes) Fund balance not used for recurring expenditures Rationalized vendors and contracts (Real estate, Aramark, AHN)	Act 1 Index set at 3% Monitoring pandemic impact on revenue Use of fund balance being evaluated (connected w/ ESSER \$\$)
Education	Implemented a remote program in response to health and safety needs Invested in 1-to-1 technology for all students (added K-4)	Return to FULL 5-Day in-person instructional model Plan for contingencies and adjust to health and safety as needed
Facilities	Deferred replacement of teacher laptops, bus purchases, capital projects (High School Paving Project)	Replacing staff laptops and buses (4 busses, 5 vans) Less PPE purchases required for upcoming school year Capital Projects will be financed (High School paving, Truxton hillside, Boyce turf replacement)

Budget Context (continued)

	2020-21 Budget Year	2021-22 Budget Year						
Personnel	Eliminated positions in administration, professional and classified groups Administrators took a salary freeze Budgeted/created 26 full-time building substitute positions resulting in >90% classroom fill rate	Staffing levels budgeted as flat, but we continue to review impact of retirements/resignations (10 professional staff, 2 classified staff) Contractual obligations: significant increase in # of teachers reaching “jump step” on salary schedule Increases in PSERS and Benefits costs (Medical 5%, Dental 7%) Budgeted full-time building substitute positions, but at a lower rate (14 versus 26 budgeted)						
COVID	Total Federal grants allocated to-date: \$1,291,170. • \$466,420 has been recorded in 2019-20 & 2020-21. Estimated COVID expenses: <table><tr><td>Estimated Covid expenses:</td><td>\$1,416,420</td></tr><tr><td>Federal Covid grants received to-date:</td><td><u>\$466,420</u></td></tr><tr><td>Estimated Covid overage net of federal grants*:</td><td>\$950,000</td></tr></table> *Does not connote an actual budget shortfall. Offsets will be applied to balance the 2020-21 budget.	Estimated Covid expenses:	\$1,416,420	Federal Covid grants received to-date:	<u>\$466,420</u>	Estimated Covid overage net of federal grants*:	\$950,000	The remaining grant allocation is \$824,511 (ESSR II & ESSR III) Schools will have until September 30, 2022 to spend the ESSR II and September 30, 2024 to spend the ESSR III grant monies Grants will primarily be used to fund one-time expenses All Federal funding to-date was based off of the Title 1A calculated allocation
Estimated Covid expenses:	\$1,416,420							
Federal Covid grants received to-date:	<u>\$466,420</u>							
Estimated Covid overage net of federal grants*:	\$950,000							

ESSER II and III Breakdown by District

Sources:
[ESSER II Allocations](#)
[ESSER III Allocations](#)
[PDE Enrollment](#)

School Districts: 5 HIGHEST Per Student Amounts Received

School District	Total ESSER II & III Funding	Total K-12 Enrollment	ESSER II and III Per Student
WILKINSBURG BOROUGH SD	\$13,591,871	483	\$28,140.52
DUQUESNE CITY SD	\$7,196,922	357	\$20,159.45
SALISBURY-ELK LICK SD	\$4,596,114	273	\$16,835.58
FARRELL AREA SD	\$9,637,256	635	\$15,176.78
PHILADELPHIA CITY SD	\$1,680,261,576	124,111	\$13,538.38

School Districts: 5 LOWEST Per Student Amounts Received

School District	Total ESSER II & III Funding	Total K-12 Enrollment	ESSER II and III Per Student
PETERS TOWNSHIP SD	\$1,123,321	3,933	\$285.61
UNIONVILLE-CHADDS FORD SD	\$1,101,838	3,893	\$283.03
SOUTH FAYETTE TOWNSHIP SD	\$847,690	3,437	\$246.64
NORTH ALLEGHENY SD	\$1,931,501	8,499	\$227.26
UPPER ST CLAIR SD	\$824,511	4,028	\$204.69

Based on federal allocation, USCSD received the lowest per student funding in the state of Pennsylvania

ESSER II and III Breakdown Charter & Cyber

Top Charter School Funding (Non-Cyber)

Charter School	Total ESSER II & III Funding	Total Enrollment	ESSER II and III Per Student
MEMPHIS STREET ACADEMY CS @ JP JONES	\$7,529,855	625	\$12,047.77
NORTHWOOD ACADEMY CS	\$8,827,911	783	\$11,274.47
UNIVERSAL ALCORN CS	\$5,715,938	529	\$10,805.18
CHRISTOPHER COLUMBUS CS	\$9,685,451	900	\$10,761.61
PEOPLE FOR PEOPLE CS	\$5,616,118	530	\$10,596.45

Cyber School Funding

School District	Total ESSER II & III Funding	Total Enrollment	ESSER II and III Per Student
ASPIRA BILINGUAL CYBER CS	\$4,268,250.00	450	\$9,485.00
ESPERANZA CYBER CS	\$7,385,647.00	786	\$9,396.50
AGORA CYBER CS	\$33,279,561.00	7,345	\$4,530.91
INSIGHT PA CYBER CS	\$15,137,470.00	3,911	\$3,870.49
REACH CYBER CS	\$26,307,457.00	8,138	\$3,232.67
PENNSYLVANIA CYBER CS	\$34,113,011.00	10,917	\$3,124.76

Pandemic Assumptions for 2021-2022

- **Uncertainty remains a given - Need for contingency planning and flexibility**
- **Percentage of vaccinated individuals will increase by fall**
 - Estimate that 87-90% of District personnel will be fully vaccinated by 2021-22 school year
 - Some students will have been vaccinated
- **Health and safety conditions will remain status quo or improve**
 - May allow for 3 feet of distance between desks
 - Elimination of desk shields
 - Potential of reduced quarantine requirements
 - Will result in fewer COVID PPE related expenditures
- **Instructional model**
 - In-person model will change - full 5-day in-person learning
 - Remote model will change - more details will come in future meetings

Preliminary Budget 2021-2022



Revenue Context

- Act 1 Index is set at 3.0% for 2021-22.
 - Adopted the Act 1 Resolution certifying that the District will not exceed Act 1 Index
- Revenue projections with percentage increments up to the 3.0% Act 1 index maximum are provided for consideration
- Growth in the assessed property value for the District continues between budget years.
 - Certified assessed real estate tax base increased from \$2,316,969,441 to \$2,348,592,366 (+\$31,622,925)
- State basic and special education subsidy budgeted to remain at the same levels as the current budget year.
- PSERS reimbursement from state will increase, but expenditure will also increase from 34.51% to 34.94%
 - With 50% reimbursement, net budget impact is -\$310,000
- Due to economic factors, projected investment income has been cut to \$50,000
 - When preparing 2019-20 budget, projected investment income was \$525,000

PROJECTED REVENUE 2021-22					
ACCOUNT	TITLE	2020-21 Final Budget with 1.97 % Real Estate Tax increase	2021-22 Projected Budget No Real Estate Tax increase	2021-22 Projected Budget 2% Real Estate Tax increase	2021-22 Projected Budget 3% Real Estate Tax increase
R6111	CURRENT REAL ESTATE	\$59,532,370	\$60,350,178	\$61,584,888	\$62,202,358
R6112	INTERIM REAL ESTATE	\$365,000	\$500,000	\$500,000	\$500,000
R6113	PUBLIC UTILITY REAL ESTATE	\$57,500	\$57,500	\$57,500	\$57,500
R6151	EARNED INCOME TAX	\$5,668,552	\$5,951,980	\$5,951,980	\$5,951,980
R6153	REAL ESTATE TRANSFER	\$670,000	\$700,000	\$700,000	\$700,000
R6157	MERCANTILE TAX	\$350,000	\$360,000	\$360,000	\$360,000
R6411	DEL REAL ESTATE TAX	\$575,000	\$500,000	\$500,000	\$500,000
R6451	DELINQUENT EIT & PENALTIES	\$65,000	\$65,000	\$65,000	\$65,000
R6510	INTEREST INCOME	\$100,000	\$50,000	\$50,000	\$50,000
R6710	ATHLETIC REVENUE	\$175,000	\$175,000	\$175,000	\$175,000
R6832	IDEA PASS THRU	\$550,000	\$550,000	\$550,000	\$550,000
R6990	MISC. REVENUE	\$626,000	\$240,000	\$240,000	\$240,000
R7110	BASIC INSTRUCT SUBSIDY	\$4,606,037	\$4,606,037	\$4,606,037	\$4,606,037
R7271	SPEC ED REGULAR PROGRAMS	\$1,936,261	\$2,059,785	\$2,059,785	\$2,059,785
R7310	TRANSPORTATION	\$600,000	\$850,000	\$850,000	\$850,000
R7320	RENT & SINKING FUND	\$756,000	\$749,000	\$749,000	\$749,000
R7330	HEALTH SERVICES	\$84,000	\$84,000	\$84,000	\$84,000
R7340	STATE PROP TAX REDUCTION	\$1,390,372	\$1,390,372	\$1,390,372	\$1,390,372
R7361	SCHOOL SAFETY PCCD	\$276,547	\$0	\$0	\$0
R7505	READY TO LEARN BLOCK GRANT/OTHER GRANTS	\$332,045	\$332,045	\$332,045	\$332,045
R7810	SOCIAL SECURITY REIMBURSEMENT	\$1,518,064	\$1,574,419	\$1,574,419	\$1,574,419
R7820	RETIREMENT REIMBURSEMENT	\$6,831,086	\$7,159,488	\$7,159,488	\$7,159,488
R8000's	FEDERAL SUBSIDY	\$481,027	\$481,027	\$481,027	\$481,027
9100	NET PROCEEDS FROM REFUNDING OF BONDS	\$0	\$0	\$0	\$0
9400	SALE OR COMPENSATION FOR LOSS OF FIXED ASSETS	\$0	\$0	\$0	\$0
	TOTAL REVENUES	\$87,545,861	\$88,785,831	\$90,020,541	\$90,638,011
BUDGET DEFICIT BASED ON PRELIMINARY PROJECTIONS			(3,095,447)	(1,860,737)	(1,243,268)

Proposed Revenue Sources

REVENUE SOURCE	2020-21 BUDGET WITH 1.97% MILLAGE INCREASE	2021-22 BUDGET WITH 3.0% MILLAGE INCREASE	PERCENTAGE OF BUDGET
LOCAL	\$68,734,422	\$70,734,368	78.58%
STATE	\$18,330,412	\$18,805,146	20.89%
FEDERAL	\$481,027	\$481,027	0.53%
TOTAL REVENUE	\$87,545,861	\$90,020,541	100.00%

Real Estate Tax

PROJECTED REVENUE 2021-22					
ACCOUNT	TITLE	2020-21 Final Budget with 1.97 % Real Estate Tax increase	2021-22 Projected Budget <u>No</u> Real Estate Tax increase	2021-22 Projected Budget <u>2%</u> Real Estate Tax increase	2021-22 Projected Budget <u>3%</u> Real Estate Tax increase
R6111	CURRENT REAL ESTATE	\$59,532,370	\$60,350,178	\$61,584,888	\$62,202,358

Each half percent (.5%) of millage increase represents approximately \$308,000 in revenue.

Millage Impact On Cumulative Revenue

Tax/Revenue Impact vs. 3.0 %

% millage increase for 2021-22	Increase in 2021-22 real estate taxes for an assessed home of \$250k.	Revenue reduction in 2021-22 below 3.0% (1 year impact)	Cumulative reduction of revenue in 2026-27 (5 year impact)	Cumulative reduction of revenue in 2031-32 (10 year impact)
0%	No increase	(\$1,852,180)	(\$9,638,819)	(\$20,280,854)
2%	\$11/month	(\$617,470)	(\$3,213,339)	(\$6,761,124)
3%	\$17/month	-	-	-

- The chart above uses a 3.0% tax increase as a baseline to calculate revenue reduction.
- The current budget, with a 3.0% tax increase would still leave a deficit of \$1,243,268.
- Assumes 2% average annual millage rate increase moving forward

New Revenue Sources

Source	Amount	Budget Application
Federal Grants	Total \$ 1.291 million \$825,000 (ESSR II & II)	One-time Pandemic related expenditures
Bond refinance savings	\$3.94 million the last 4 years	PSERS liability & capital expenditures
Bond refinance savings	Potential savings in 2021-22 refinancing 2016 bonds	Would use to help offset capital expenditures or budget deficit
Sale of mobile carrier leases	\$1.1 million	Offset funding of capital projects

Proposed Expenditures by Object

Object	Account Title	2020-2021 Budget	2021-2022 Budget Request	Change
100	Salaries	39,818,645	41,186,652	1,368,007
200	Benefits	24,522,742	26,084,454	1,561,712
300	Contracted Services	2,910,690	3,073,214	162,524
400	Purchased Services	1,484,277	1,624,663	140,386
500	Other Purchased Services	4,085,639	4,128,893	43,254
600	Books & Supplies	4,330,391	4,488,149	157,758
700	Equipment	161,971	106,271	(55,700)
800	Misc. Fees	5,290,243	5,376,868	86,625
900	Other Uses	5,194,620	5,812,114	617,494
TOTAL		\$87,799,218	\$91,881,278	\$4,082,060

Expenditure Items of Note: Contractual Obligations

- Salaries, benefits, and debt payments comprise approximately 85% of total budget.
 - Represented Salaries \$33,434,588 (37% of the budget)
 - Benefits for the represented employees \$20,828,497 (22% of the budget)
 - 60% of budgeted expenditures are controlled by bargaining agreements.
- Significant increases by line items:
 - Professional staff contractual salary: +\$727,000
 - Medical benefits (5% increase): +~\$350,000
 - PSERS net contribution: +\$310,000

Expenditure Items of Note: Other Expenses

- Short term capital leases increasing \$269,000
 - Includes purchases/leases for bus replacement and technology equipment
- Long-term financing increasing \$340,000
 - Includes HS paving, Truxton hillside and Boyce turf projects, as well as current debt
- Staffing levels are being examined with a recommendation to follow in May

Proposed Final Budget

Deficit summary based on tax increase percentage

Deficit Projection as presented 4/12/2021	2021-22 BUDGET	2021-22 BUDGET	2021-22 BUDGET
	<u>No</u> Tax Increase	<u>2.0%</u> Tax Increase	<u>3.0%</u> Tax Increase
REVENUES	\$88,785,831	\$90,020,541	\$90,638,011
EXPENDITURES	\$91,881,278	\$91,881,278	\$91,881,278
TOTAL DEFICIT	(\$3,095,447)	(\$1,860,737)	(\$1,243,268)

At this time last year, with an Act 1 maximum increase of 2.6%, the District was facing a \$1,357,816 deficit.

The Role of Fund Balance

- Fund balance is difference between assets and liabilities in a government fund
- A positive fund balance allows schools to:
 - avoid excessive short term borrowing thereby avoiding associated interest cost
 - accumulate sufficient assets to make designated purchases or cover unforeseen expenditure needs
 - demonstrate financial stability and therefore preserve or enhance its bond rating, thereby lowering debt issuance costs
- Act 48 of 2003 limits Unreserved Undesignated Fund Balance to eight percent (8%) as a percentage of Total Budgeted Expenditures

Fund Balance Summary

FUND BALANCE Year Ended June 30	Net Income/(Loss)	Ending Unassigned Fund Balance	Total Reserved and Designated Fund Balance	TOTAL FUND BALANCE
2013	\$900,760	\$4,316,992	1,847,112	\$6,164,104
2014	(\$1,124,849)	\$3,139,764	1,899,491	\$5,039,255
2015	(\$979,550)	\$2,579,740	1,479,959	\$4,059,699
2016	(\$558,340)	\$2,008,257	1,493,102	\$3,501,359
2017	\$1,278,595	\$3,326,881	1,453,075	\$4,779,956
2018	\$1,786,604	\$3,858,810	2,697,750	\$6,556,560
2019	\$2,475,367	\$5,568,583	3,473,342	\$9,041,925
2020	\$371,659	\$5,863,584	3,550,000	\$9,413,584

Using fund balance for recurring expenditures is not recommended for long-term financial stability.

Next Steps



Next Steps In The Budget Process

- Review all budget categories to yield additional reductions
- Examine potential for realignment of staffing and resources
- Continue to evaluate taxing options
- Examine process re-engineering to drive cost efficiencies
- Monitor and evaluate the impact of the pandemic
- Continue to work with local and state officials to advocate for USCSD
- Balance options to ensure long-term financial health for the district

Budget Timeline

- April 12, 2021 - Budget Overview
- April 27, 2021 - Detailed Budget Presentation
- May 10, 2021 - Budget Update
- May 24, 2021 - Adopt 2021-2022 Final Budget
- June 7, 2021 - Budget Update
- June 28, 2021 - Final Budget

Questions?

