

# JOINT OPERATING COMMITTEE

## MINUTES

OCTOBER 6, 2021

An Executive Session was held from 5:30 to 6:00 p.m. to discuss personnel issues.

The virtual meeting was called to order by Eunice Franklin-Becker, Chairperson, at 6:30 p.m. The Pledge of Allegiance was recited.

PRESENT: Chris Epstein  
Eunice Franklin-Becker, Chairperson  
Susan Moore  
Christopher Jaramillo  
Louis Mason  
Alice Budno Hope, Vice Chairperson  
Eric Elvanian  
Maggie Philips, Esq., Treasurer

ABSENT: Philip Daniels

ALSO PRESENT: Seth Schram, Director  
Dr. Angela King, Assistant Director  
Charles J. Braun, Supervisor of Business Operations  
Larry Byron, Special Projects, Technology and Operations Supervisor  
Dana Johnson, Dean of Academic Affairs  
Dr. Michael Christian, Superintendent of Record  
Marilyn Monastero, J.O.C. Secretary  
Mark Fitzgerald, Esq., Solicitor

GUESTS: Amy DeLellis, Fred Kirby, Robert Kindon and Tracey Tupper

### MINUTES

MOTION: 1. To approve the minutes of September 1, 2021.

Above motion #1 was moved by Mrs. Franklin-Becker and seconded by Mr. Mason.  
Membership Polled. All in Favor. Motion Carried.

### TREASURER'S REPORT

MOTION: 2. To approve the following items of the August 31, 2021 Treasurer's Report:  
a. Pages 1 through 11 for file and audit.  
To approve General Fund Disbursements for September 30, 2021  
a. Check #10407 through #10504, ACH payments and electronic transfers in the amount of \$613,845.00. (Page 13)

Above motion #2 was moved by Mrs. Philips and seconded by Mrs. Epstein.  
Membership Polled. All in Favor. Motion Carried.

DIRECTOR'S REPORT

MOTION: 3. To approve the following out-of-district students:

<u>Name</u>	<u>District/School</u>	<u>Grade</u>	<u>Program</u>
Muhammad Jalil Abdus-Salaam	LM/LM	12	Building Trades
Zachary Allen	LM/LM	10	Culinary Arts
Aniket Annapragada	LM/LM	12	Culinary Arts
Samantha Axtell	LM/LM	12	Auto Tech
Delaney Brooke Baer	LM/LM	12	Cosmetology
Stefan Bakula	LM/LM	12	Video/Sound/Music
Sophie Baskin	LM/Harriton	12	Auto Tech
Joelle Anais Beasley	LM/LM	12	Visual Commun.
Jonathan Joseph Bernicker	LM/LM	11	Video/Sound
Kaden Alamar Blackwell	LM/LM	12	Building Trades
Christopher Cruz	LM/LM	12	Building Trades
Matthew Ward Curry	LM/LM	11	Collision Repair
Anthony John DelPezzo	LM/LM	12	Building Trades
Luca David DiCriscio	LM/LM	12	Visual Commun.
Connor Dillon	LM/LM	11	Auto Tech
Asher Feinstein	LM/LM	11	Building Trades
Aden George	LM/LM	11	Building Trades
Eva Guberman	LM/Harriton	11	Culinary Arts
Levi Thomas Hancock	LM/LM	11	Building Trades
William Hillman	LM/LM	12	Networking Technology
Victor Ho	LM/LM	12	Culinary Arts
Ruben Imaizumi	LM/LM	10	Video/Sound/Music
Nicholas Joseph Karr	LM/Harriton	10	Culinary Arts
Nina Long	LM/Harriton	12	Healthcare Sciences
Shayla Maher	LM/Harriton	11	Cosmetology
Trey Denzel Mapp	LM/LM	11	Building Trades
Patrick Meany	LM/LM	12	Building Trades
Dona Annette Mitchell	LM/LM	11	Cosmetology
Keely Siobhan O'Neill	LM/LM	11	Early Childhood Ed.
Giselle Ortiz	LM/LM	12	Cosmetology
Jaron Eylisah Patterson	LM/Harriton	12	Culinary Arts
Sianni Lena Pendleton	LM/LM	12	Early Childhood Ed.
Makhia Peoples-Johnson	LM/LM	12	Cosmetology
Benita Claribelle Peters John	LM/LM	12	Allied Health
Sujith Potluri	LM/Harriton	12	Networking Technology
Henry Rix	LM/LM	11	Auto Tech
Nohemy Rodriguez	LM/LM	12	Allied Health
John-Nay Rollins	LM/LM	12	Cosmetology
Isaiah Scott-DeShields	LM/LM	12	Building Trades
Gavin Sholun	LM/Harriton	11	Building Trades
Abigail Spencer	LM/Harriton	12	Early Childhood Ed.
Daniella Standridge	LM/Harriton	11	Early Childhood Ed.
Andrew Stickney	LM/LM	11	Culinary Arts
Qianna Rai Tankersly	LM/Harriton	11	Early Childhood Ed.
Matthew Vonderheide	LM/Harriton	12	Auto Tech
Kristen Walsh	LM/Harriton	11	Healthcare Sciences
Michelle Wu	LM/Harriton	12	Teacher Academy
Miracle Kpanah Zor	LM/Harriton	12	Allied Health

Jordan Tomaselli	Phila./Wyncote Acad.	11	Auto Tech
William Mooney	Phila./Wyncote Acad.	11	Auto Tech
Ryan Laverty	Springford/Springford	12	Landscaping
Augustus Pantellas	Marple Newtown/Pathway12		Landscaping

4. To employ the following individuals:

Name: Noelle Pumo  
 Position: Healthcare Sciences Instructor  
 Effective Date: October 18, 2021  
 Terms of Employment: Full-time/190 days  
 Salary Step/Salary: A-7/\$58,728.00 – pro-rated for 2021-2022 sy  
 Benefits: As stated in the current Teachers Contract

Name: Joshua Taylor  
 Position: Coordinator of Technical Services  
 Effective Date: October 4, 2021  
 Terms of Employment: Full-time/261 days  
 Annual Salary: \$50,000.00 – pro-rated for 2021-2022 sy  
 Benefits: As stated in the current Support Staff Contract

5. To approve transfer of Susan Brown, IT, from Project Staff full-time to Project Staff part-time effective October 11, 2021 at an hourly rate of \$21.25.

6. To approve supplemental contracts for the following faculty to serve as youth club advisors for the 2021-2022 school year:

<u>Name</u>	<u>Club</u>	<u>Amount</u>
Sandra Brower	CTSO Coordinator	\$1600.00
Joe Renzi	SkillsUSA advisor	\$1350.00
David Ayres	SkillsUSA advisor	\$1350.00
Gerald Damon	SkillsUSA advisor	\$1350.00
Melanie Wheeler	SkillsUSA Advisor	\$1350.00
Kelly Williams	HOSA Advisor	\$1350.00
Noelle Pumo	HOSA Advisor	\$1350.00

7. To approve additional substitute:

Name: Courtney Capcino  
 Program: Nurse/Health programs  
 Rate: \$100/day

8. To approve all Culinary Arts students to be eligible for the off-school hours culinary functions for the 2021-2022 school year at the following rates:

First Year Student	\$5.35/hour
Second Year Student	\$5.45/hour
Third Year Student	\$5.55/hour

9. To approve attendance of Andrea Wilson at the Attendance/Child Accounting Professional Association Annual Conference in Hershey on October 27 to 29, 2021 at a cost not to exceed \$1019.00. (Attachment #1)
10. To approve contract with KCBA Architects subject to final solicitor review. (Attachment #2)
11. To adopt the following policies that had first readings on September 1, 2021: (Attachment #3)
  - Policy #121 (Field Trips)
  - Policy #122 (Co-curricular Activities)
  - Policy #125 (Adult Education)
  - Policy #127 (Assessment System)
  - Policy #130 (Asynchronous Work)
  - Policy #143 (Standards for Persistently Dangerous Schools)
  - Policy #144 (Standards for Victims of Violent Crimes)
12. To accept the retirement of Tracey Tupper, Emergency Medical Nurse, effective December 30, 2021. (Attachment #4)
13. To approve a .5 Social-Emotional Counselor position.
14. To approve change of title for Mr. Dana Johnson to Supervisor of Daily Operations and Student Affairs at an annual salary of \$115,000.00 retroactive to July 1, 2021.
15. To approve the Memoranda of Meet and Discuss for the Act 93 Management Team effective July 1, 2022 to June 30, 2023. (Attachment #5)
16. To approve the Memoranda of Meet and Discuss for Project Staff effective July 1, 2022 to June 2023. (Attachment #6)

Above motions #3 through #16 were moved by Mrs. Franklin-Becker and seconded by Mrs. Philips.

Membership Polled.

All in Favor.

Motion Carried.

Mr. Schram informed the committee of the following:

- November J.O.C. meeting will be held in the cafetorium – zoom also an option for those requesting it.
- Kathy Bello will be the next inductee on the “Those Who Have Made a Difference” wall in the Board Room.

Dr. King reported:

- The Commonwealth Charitable Management organization has offered \$12,000 for our disadvantaged youth to help them purchase much needed tools and supplies for their Career & Technical program.
- The CMTHS Culinary Arts program and Einstein Medical Center Montgomery will partner together to bring a community education program called “What’s Cooking?!” that incorporates

health/nutrition education with cooking skills. The CMTHS Culinary Arts instructor and select students will assist with this endeavor. The sessions begin October 14, 2021

ADMINISTRATIVE REPORTS

Mr. Byron reported:

- IT staff have been working hard and the school year startup was successful
- Excited to start the capital project; water softener received and installed
- Partnership with Dana Johnson has been great

Mr. Johnson thanked the Joint Operating Committee for recognizing his value to the school.

SOLICITOR'S REPORT

Mr. Fitzgerald reported that he has worked on policy wording relative to Title IX changes and more information will be forthcoming relative to court decisions about masking in schools.

COMMITTEE REPORTS

Personnel

MOTION: 17. To approve five-year contract with Dr. Angela King as the new Administrative Director effective January 1, 2022. (Attachment #7)

Above motion #17 was moved by Mr. Elvanian and seconded by Mrs. Philips.  
Membership Polled. All in Favor. Motion Carried.

Dr. King thanked everyone for their confidence in her and is excited about her new role. Mrs. Franklin-Becker, along with the Joint Operating Committee members, wished Dr. King best wishes and thanked Eric and the J.O.C. for their quick, hard work in filling this position.

Facility Review

Mr. Schram stated that the much-needed capital project will begin soon and the committee will be updated during all phases. Kudos to Chuck Braun, Dana Johnson and Larry Byron for their hard work. Mrs. Franklin-Becker also thanked the CMTHS team for researching creative ways to make it happen.

Policy

Mrs. Philips reported that the committee will meet on October 14<sup>th</sup> to continue reviewing policies.

Meeting adjourned at 7:00 p.m.

Respectfully submitted,

Marilyn Monastero  
Secretary



## Professional Improvement Conference/Workshop Request Form

Name of Conference/Workshop Attendance/Child Accounting Professional Association Annual Conference

Place and Date of Conference/Workshop Hershey, PA - October 27 - 29, 2021

Program/  
Purpose:

Instruction on updates and procedures options for Child Accounting.

Attendees: Andrea Wilson

Cost not to exceed:

Registration: \$335

Lodging: \$584

Transportation: \$100

Meals:

Other (Describe):

Total: \$1019

Source of Funding: Budgeted General Funds: \$

Grant: Amount: \$

Submitted by:

Supervisor's Approval:

Director's Approval:



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## *Standard Form of Agreement Between Owner and Architect*

AGREEMENT made as of the fourteenth day of September in the year two thousand twenty-one

*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:

*(Name, legal status, address and other information)*

Central Montco Technical High School  
821 Plymouth Road  
Plymouth Meeting, PA 19462

and the Architect:

*(Name, legal status, address and other information)*

Kelly, Clough, Bucher and Associates, Inc.  
8 East Broad Street  
Hatfield, PA 19440

for the following Project:

*(Name, location and detailed description)*

Central Montco Tech High School Renovations  
821 Plymouth Road  
Plymouth Meeting, PA 19462

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

N/A

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See attached project budget

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$2,190,300 based on attached project budget

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined



.2 Construction commencement date:

February 2022

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Four (4) Prime Contracts, competitive bid (General, Mechanical, Electrical, and Plumbing Contracts)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Larry Byron  
Special Projects, Technology & Operations Supervisor  
821 Plymouth Road  
Plymouth Meeting, PA 19462  
lbyron@cmths.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

*(Paragraphs deleted)*

.1 Civil Engineer:

Bursich Associates  
2129 E. High Street  
Pottstown, PA 19464

Init.

- .3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

To be determined if required

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Eric Gianelle  
Kelly Clough Bucher and Associates (DBA KCBA Architects)  
8 East Broad Street  
Hatfield, PA 19440

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Mike Aument, PE  
Kelly Clough Bucher and Associates (DBA KCBA Architects)  
8 East Broad Street  
Hatfield, PA 19440

- .2 Mechanical Engineer:

Jeffrey Machik, PE, LEED AP  
Snyder Hoffman Associates, Inc.  
1005 West Lehigh Street  
Bethlehem, PA 18018

- .3 Electrical Engineer:

Robert Malehorn, Jr., PE  
Snyder Hoffman Associates, Inc.  
1005 West Lehigh Street  
Bethlehem, PA 18018

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust

the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000 for each occurrence and three million (\$ 3,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

*(Paragraph deleted)*

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than three million (\$ 3,000,000 ) per claim in the aggregate.