

JOINT OPERATING COMMITTEE

MINUTES

JUNE 10, 2020

An Executive Meeting was held at 6:00 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
Louis Mason
Eric Elvanian
Maggie Philips, Esq., Treasurer
Alice Budno Hope, Vice Chairperson

ABSENT: Tiffani Hendley
Susan Moore
Dr. Monica D'Antonio

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
Dr. Michael Christian, Superintendent of Record
Marilyn Monastero, J.O.C. Secretary
Mark Fitzgerald, Esq., Solicitor

MINUTES

MOTION: 1. To approve the minutes of May 6, 2020.

Above motion #1 was moved by Mrs. Philips and seconded by Mrs. Hope.
Membership Polled. All in Favor. Motion Carried.

TREASURER'S REPORT

MOTION: 2. To approve the following items of the April 30, 2020 Treasurer's Report:
- Pages 1 through 11 for file and audit and
To approve General Fund Disbursements for May 31, 2020:
- Checks #9189 through #9227, ACH payments and electronic transfers
in the amount of \$1,966,769.57. (Pages 12)

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 a supplemental contract for AYES Supervision for Robert Porter at the hourly rate of \$25 plus travel expenses – total expenses not to exceed \$400.
 4. To approve part-time custodial summer employment for Ryan Keys at the hourly rate of \$10.50.
 5. To appoint Fox Rothschild LLP as Solicitor for Central Montco Technical High School for the time period July 1, 2020 through June 30, 2021 based upon the following as listed on attachment #1:
 - A base hourly rate of \$185.00 to remain the same in accordance with the fee letter dated May 5, 2020.
 6. To review Policy #249 regarding Bullying/Cyberbullying. (Att. #2)
 7. To approve Act 13 of 2020 Mandate Waiver Request Form. (Att. #3)
 8. To appoint Eunice Franklin-Becker as Delegate for the PSBA assembly.

Above motions #3 through #8 were moved by Mr. Mason and seconded by Mrs. Philips.
Membership Polled. All in Favor Motion Carried.

ADMINISTRATIVE REPORT

Dr. King informed the committee that the Graduation Committee has been working hard preparing for the virtual Graduation on June 18th at 7:00 p.m. The virtual Senior Awards Ceremony held on ay 26th was very successful. Underclassmen are scheduled to come pick up their locker items the week of June 15th. Mr. Schram commended Mr. Steve Bross and Dr. King on their hard work with digital curriculum.

SUPERINTENDENT'S REPORT

Dr. Christian, on behalf of Dr. Toleno, Mr. Dormer and Mr. Schram, congratulates the Class of 2020. He also commended Mr. Schram and Dr. King on their successful Senior Awards Ceremony.

SOLICITOR'S REPORT

Mr. Fitzgerald updated the committee on legal issues impacting schools in the Commonwealth.

COMMITTEE REPORTS

Personnel

- MOTION:
9. To approve Resolution for curtailment of the math program and suspension of employee. (Attachment #4)

Above motion #9 was moved by Mrs. Franklin-Becker and seconded by Mrs. Epstein.
Membership Polled. All in Favor Motion Carried.

Finance

Mrs. Philips reported that the Finance Committee met on May 19th to discuss needs due to increased enrollment and future programs which will focus on career preparedness.

Curriculum

Mrs. Franklin-Becker reported that the committee is focusing on needed adjustment to curriculum depending on forum for reopening/reconstruction next school year.

Facility Review

Mrs. Hope reported that the committee is focusing on program needs and is waiting on the results and final report on the roof scan.

NEW BUSINESS

Mr. Schram stated the need to schedule a July J.O.C. meeting and will survey the committee for a meeting date.

Mrs. Franklin-Becker thanked everyone for their hard work on end of year activities and congratulated the Class of 2020.

Mr. Schram thanked the retirees for their years of service and wishes them well.

Meeting adjourned at 6:55 p.m.

Respectfully submitted,

Marilyn Monastero
J.O.C. Secretary



Fox Rothschild LLP
ATTORNEYS AT LAW

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May 5, 2020

VIA EMAIL

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

RE: Central Montco Technical High School – Fee Agreement for Solicitor Services for School Year 2020-2021

Dear Mr. Schram:

What follows is the standard fee letter of Fox Rothschild LLP in conjunction with Solicitor Services for the 2020-2021 school year. In the event the JOC approves of our reappointment, this letter will confirm that the Central Montco Technical High School (the “Client”) has retained Fox Rothschild LLP (the “Firm”) to represent Client in connection with the matter described below. The Engagement Letter (the “Letter”), along with the attached Standard Terms of Engagement (the “Standard Terms”), comprise the Engagement Agreement (the “Agreement”) between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. In the event of a discrepancy between the Standard Terms and the Letter, the provisions set forth in the Letter will prevail.

Scope of Work. Client has engaged the Firm to provide the following services described in detail below (“Engagement”). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm's services in connection with any other matter, please let me know.

A Pennsylvania Limited Liability Partnership

California Colorado Connecticut Delaware District of Columbia
Florida Nevada New Jersey New York Pennsylvania



Seth Schram, Director
May 5, 2020
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Identity of Client. The Firm's only client in the Engagement is the individual identified as Client in the first paragraph of this Letter.

Term of Engagement – July 1, 2020 through June 30, 2021. Client will be billed monthly on a fee arrangement based upon the appropriate designation of standard blended rate or specially negotiated rates as described below.

**ITEMS COVERED UNDER THE STANDARD BLENDED RATE OF
\$185.00 PER HOUR¹ (no change)**

1. Attendance at one regularly scheduled public meeting per month.
2. All matters involving the representation of the school entity that are not addressed in the section involving specially negotiated rates.

SPECIALLY NEGOTIATED RATES (no change)

1. School financing, including but not limited to bond issues, collateral exchanges, tax revenue anticipation notes, swap agreements, and loans. These matters will usually be handled on a fixed fee basis, to be determined by the Firm and Client, based upon the size and complexity of the issue.
2. Matters relating to tax increment financing work, which will be billed at the rate of \$240.00 per hour, unless such rates are subject to reimbursement of a non-insured third party (i.e., developer), when the rates will be based upon the customary hourly rates charged by Fox Rothschild LLP to non-retainer, non-school clients.
3. Specialized contracts calling for a tax opinion from Fox Rothschild LLP (i.e., financing and copier leases), guaranteed energy savings contracts, preparation of specialized agreements or plans, such as Section 125 plans, Section 457 plans, Section 401(a) plans, Section 403(b) plans, Health Reimbursement Accounts, benefits-related agreements, COBRA, HIPAA, and PSERS' advice, condemnation and construction litigation, transactional aspects of major building construction projects, including but not limited to alterations of school buildings involving projects instituted on or after the date of this Fee Agreement, tax opinions required pursuant to IRS Circular 230, intellectual property advice or agreements, immigration advice or proceedings, or any advice or proceedings relating to the formation or dissolution of foundations formed

¹ A "blended rate" is a rate charged regardless of the individual providing the service.



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pursuant to Section 501(c)(3) of the Internal Revenue Code, matters involving the sale or purchase of school property and matters involving the transactional aspects of major building construction projects, which would include but not be limited to the alterations or renovations of school building projects, specification review, architectural contracts, or engineering projects for projects instituted on or after the date of this Fee Agreement will be handled at a blended rate of \$240.00 per hour.

4. Audit inquiry responses: A flat fee of \$500.00 for the original audit inquiry request and \$300.00 per update will be charged.

5. Litigation instituted on or after the date of this Fee Agreement that will be unique or non-customary litigation on the part of the Client. An example of this exception will include complex securities litigation, bankruptcy litigation, litigation involving investment of bond or other investment proceeds of the Client. Such litigation will be charged based upon the customary hourly rates charged by Fox Rothschild LLP to non-retainer, non-school clients, less 20%.

6. Matters covered by insurance. Notwithstanding the rates set forth in this Fee Agreement, Fox Rothschild LLP's handling of insurance matters will be subject to the insurance company representation guidelines and rates. Where an insurance company is involved, we may ask that you pay our monthly bills and then we will submit claims for reimbursement on your behalf to the insurance company. In all cases in which insurance coverage may be available, the ultimate responsibility for payment of our charges will remain with the Client.

The hourly rates specified in the Letter shall prevail over the range of fees in the Standard Terms as specifically set forth in the Letter.

The costs for which you will be charged include filing fees; telephone, telecopy, word processing, overnight mail, messenger and other communication costs; staff overtime when appropriate; computer research; court reporters, photographers and other professional fees; travel and meal expenses; and other miscellaneous costs. Where possible, we will have vendors bill you directly for such costs or we will send you the bill and request that you pay the vendor directly. Certain costs, such as telephone charges, are sometimes not available until subsequent months, in which case a supplemental bill will be rendered, or an estimated amount will be included in the initial bill and an adjustment made when the actual charges are known.

All bills are payable upon presentation and are considered delinquent if not paid within thirty days of issuance. If a bill is not timely paid, we may cease to render further services or, in the



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case of a litigation matter, we may petition the court to withdraw as counsel. A service charge will be added to the unpaid amount of any delinquent bill.

It is the policy of this law firm that no individual except Edward Gillespie (Chief Financial Officer) shall have the authority to vary, alter, modify or contradict the enclosed billing arrangement or any subsequent bills that may result there from.

Suggested Motion for JOC Action. Based upon this letter, we are suggesting that the following motion appear on your May or June agenda:

“Motion to appoint Fox Rothschild LLP as Solicitor for the Central Montco Technical High School for the time period of July 1, 2020 through June 30, 2021.”

Future Representation. If Client asks the Firm to take on an additional assignment in the future, the terms in the Agreement will cover such later assignment(s), unless Client and the Firm reach a separate understanding, which understanding will be reflected in a separate writing, which may include e-mails.

Conclusion. If Client has any questions about the Agreement, please contact me as soon as possible. Client may consult with separate counsel regarding this Agreement.

Please acknowledge your acceptance to the terms in the Agreement and your receipt of the Standard Terms by signing one copy of the Letter and returning the signed copy to me at your earliest convenience. This Agreement will take effect on the date of Client's signature or when the Firm first performs legal services for Client, whichever is earlier.

We appreciate the opportunity and privilege to represent Client in the Engagement.

Very truly yours,

Mark W. Fitzgerald

MWF/cc

cc: Dr. Michael Christian (via email)



Fox Rothschild LLP
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ACCEPTED AND AGREED:

By: _____

Date: _____

CENTRAL MONTCO TECHNICAL HIGH SCHOOL

SECTION: PUPILS
TITLE: BULLYING/CYBERBULLYING
ADOPTED: October 13, 2009
REVISED:

249. BULLYING/CYBERBULLYING	
1. Purpose	<p>The Central Montco Technical High School is committed to providing all students with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to education its students in a safe environment. Therefore, it shall be the policy of this school to maintain an educational environment that is intolerant of bullying in any form.</p> <p>This policy seeks to promote positive interpersonal relationships between all members of the school community. It shall be a violation of this policy for any student or staff member to bully another while attending school or school sponsored events, in school vehicles, using school equipment/technology, at a designated bus stop or traveling to or from school. It shall also be a violation of this policy for any school staff member to tolerate bullying during school or at a school sponsored event, in school vehicles, or at a designated bus stop.</p>
2. Definitions SC 1303.1-A Pol. 815	<p>Bullying means an intentional electronic, written, verbal or physical act or series of acts directed at another student, students, or staff which occurs in a school setting.</p> <p>The bullying act must be severe, persistent or pervasive and has the effect of doing any of the following:</p> <ol style="list-style-type: none">1. Substantial interference with a student's education.2. Creating of a threatening environment.3. Substantial disruption of the orderly operation of the school <p>Bullying, as defined in this policy includes cyberbullying.</p> <p>School setting means in the school, on school grounds, in school vehicles, using school equipment/technology, at a designated bus stop, traveling to or from school or at any activity sponsored, supervised or sanctioned by the school.</p>
3. Authority SC 1303.1-A P.L. 394, No. 36 22 Pa. Code 12.4	<p>To ensure such an environment, the Central Montco Technical High School strictly prohibits any conduct by any student or non-student that creates or is intended to create an intimidating, threatening, offensive or hostile learning environment. All students and adults have a responsibility to conduct themselves in a manner consistent with this policy, thereby avoiding conduct that constitutes bullying.</p> <p>Bullying is a form of discrimination prohibited by the Civil Rights Act of 1964, as amended, Title IX of the 1972 Education Amendments to same, the Pennsylvania Human Relations Act, and the Student Rights and Responsibilities.</p>

4. Guidelines

Reporting Procedures

Any student who feels s/he has been bullied shall have the right to file a complaint of such bullying. On an annual basis, students will be informed of specific individuals to whom complaints of bullying should be reported. This information will be provided in any of the following means:

1. Yearly notification to the students and staff of this policy
2. Presentation at an assembly/class meeting.
3. Publication in handbooks.
4. Posting of signs/notice.

In addition, reporting procedures will be put in place for use by parents, students and community members. Complaints may be reported directly to a classroom teacher, principal, guidance counselor or school administrator.

Any employee of the school who observes bullying or receives reports of it is required to act immediately to protect the alleged victim and to immediately forward an Incident Report to the principal or designee for prompt investigation. It shall be the responsibility of the Principal to investigate promptly and thoroughly any and all bullying complaints received or referred by other staff and to make recommendations based upon that investigation.

In determining whether alleged conduct constitutes bullying, the totality of the circumstances, nature of the conduct, and context in which the alleged conduct occurred shall be investigated.

If the investigation results in a substantiated charge of bullying, the school shall take prompt corrective action to ensure the bullying ceases and will not recur.

Education

The school may develop and implement bullying prevention and intervention programs. Such programs shall provide school staff and student with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.

Disposition of Complaint/Consequences of Violation

All reports of bullying shall be promptly, thoroughly investigated, and corrective action may be taken as deemed appropriate. Upon learning about a bullying incident, the principal or designee shall interview students involved in the incident(s), and thoroughly investigate. This investigation may include interviews with students, parents and school staff, and the review of school records. In some instances, the staff of the Student's home District may participate in the investigation. In all instances, where a formal bullying investigation commences, the home school districts of the involved students will be notified of the bullying investigation.

A substantiated charge against a school staff member shall subject such staff member to disciplinary action, up to and including discharge.

Determination of the appropriate disciplinary sanctions or educational requirement shall be based upon the circumstances of each individual situation, considering the following factors, and any others that seem pertinent:

1. Severity of the misconduct.
2. Pervasiveness or persistence of the misconduct.
3. Effect on the victim or victims.
4. Intent of the perpetrator.
5. Recognition of age, developmental stage, and documented exceptionalities of the perpetrator.

Consequences of Violations

A student who violates this policy shall be subject to appropriate disciplinary action which may include a parent conference, detention, suspension, removal from the technical school program, or any other disciplinary consequences provided by the Central Montco Technical High School

Any disciplinary action shall be subject to limitations of applicable law and reflective of the Individuals with Disabilities Education Improvement Act.

Retaliation Prohibited

Retaliation or reprisal against any person who reports bullying incidents(s) is strictly prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment used against a person who reports, in good faith, incident(s) of bullying. Disciplinary action against any person who retaliates or engages in reprisal or reporting such behavior(s) may include sanctions up to and including expulsion/suspension/outplacement for students and termination for staff engaging in such prohibited conduct.

The school shall make this policy available on its publicly accessible Internet website and shall post a copy of the policy guidelines in each classroom. The school shall also ensure that this policy is reviewed with students a minimum of one (1) time per school year. The school shall review this policy every three (3) years.



Act 13 of 2020 Mandate Waiver Request Form

Before completing this form, save it as a PDF to your computer. Once the form is saved to your computer, you are ready to complete it. Once completed, be sure to save the final version to your computer. Note: do not complete the form online within your web browser; your form data will not be saved. Send your completed form to: RA-EDAct13Waivers@pa.gov.

Please note that this waiver request will require you to:

- Identify the specific state statute or regulation impacting staffing needs or instructional programming and operations.
- Secure approval by the local governing body of the school entity (i.e., school board, board of trustees, etc.) for each request.
- Attach a copy of the board resolution showing approval for each individual request and the date of board approval.
- Complete the PDE Waiver Request Form below and submit to PDE.

Note: Waiver requests must be submitted in the form and manner prescribed by the Secretary; requests must adhere to the following form and must be complete upon submission to PDE.

Section 1: General Information

Name of School Entity:

Central Montco Technical High School

Address of School Entity:

821 Plymouth Road
Plymouth Meeting, PA 194t62

School Entity Type

- School District
- Intermediate Unit
- Career and Technical Center
- Charter School
- Cyber Charter School
- Regional Charter School

Primary Point of Contact for the Waiver Request

Full Name: Seth Schram

Phone Number: 484-894-4329

Email: sschram@cmths.org

(continued on the next page)

Superintendent/Chief School Administrator

Full Name: Seth Schram

Phone Number: 484-894-4329

Email: sschram@cmths.org

Board President/Receiver

Full Name: Eunice Franklin-Becker

Phone Number: 484-432-4735

Email: efranklinbecker@colonialsd.org

Section 2: Waiver Requests

The following mandates are waived for all school entities for the 2019-20 school year – either through Act 13 or by action of the Secretary of Education – and DO NOT require a waiver request by a school entity:

- 180-day instructional day (or 990/900/450 instructional hours) requirement;
- Statewide assessments (PSSA, PASA, Keystone exams)
- NOCTI/NIMS assessments for career and technical students;
- Requirement to include performance data otherwise required under section 1123(b)(1)(ii) of the School Code in a professional employee's performance rating;
- Minimum number of days of prekindergarten instruction required under 22 Pa. Code § 405.41 (relating to school term); and
- Minimum total number of hours required for a career and technical education program under 22 Pa. Code § 339.22(a)(9)(i) (relating to program content).

In addition to those set forth above, what other waiver(s) is your school entity seeking? Indicate the appropriate legal citations and specific provisions from which relief is sought.

Extension on Intern Certificate

(continued on the next page)

For each of these specific provisions, provide the following information:

1. Why the waiver is requested:

Employee's window to take Praxis test delayed due to Covid 19. Needs extension on Intern Certificate which expires July 31 2020.

2. How the waiver impacts the school entity's staffing needs for the 2019-20 school year as a result of to the Pandemic of 2020:

If unable to successfully take and pass Praxis test, he will no longer be certified to teach.

3. How the waiver impacts the school entity's instructional programs or operations for the 2019-20 school year as a result of the Pandemic of 2020:

He is the Building Trades Program instructor.

4. How the school entity provided opportunity to comment on the waiver request:

The instructor, David Ayres, consulted with Regina Peterson of PDE and was advised to fill out his Waiver Form.

5. How the school entity will evaluate and report on impact of the waiver, if granted:

If he has the opportunity to take the Praxis test with the extension to the lost opportunity of 10 1/2 weeks due to Covid 19, he will have successfully completed his Intern Certificate and will be able to pursue his Vocational I.

(continued on the next page)