

JOINT OPERATING COMMITTEE

MINUTES

MAY 6, 2020

An Executive Meeting was held at 5:30 to discuss a personnel issue.

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
Dr. Monica D'Antonio
Louis Mason
Maggie Philips, Esq., Treasurer
Alice Budno Hope, Vice Chairperson

ABSENT: Tiffani Hendley
Eric Elvanian

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

GUESTS: Dana Johnson, Dean of Students
Melanie Wheeler, Culinary Arts instructor
Amy DeLellis, Special Ed/Co-op Coordinator
Mitch Kijak, substitute instructor
Samirah Jordan, Student

MINUTES

MOTION: 1. To approve the minutes of April 7, 2020.

Above motion #1 was moved by Dr. D'Antonio and seconded by Mr. Mason.
Membership Polled. All in Favor. Motion Carried.

TREASURER'S REPORT

- MOTION: 2. To approve the following items of the March 31, 2020 Treasurer's Report:
- Pages 1 through 11 for file and audit and
- To approve General Fund Disbursements for April 30, 2020:
- Checks #9056 through #9188, voided checks #7668 and #9037, ACH payments and electronic transfers in the amount of \$887,190.80. (Pages 12a and 12b)

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

DIRECTOR'S REPORT

3. To accept the resignation of Jacqueline Gilkey, Instructional Assistant, effective June 12, 2020. (Att. #1)
4. To approve contract with PSBA for services to assist with Policy Review. (Att. #2)
5. To employ the following individual:

Name:	Carol MacInnes
Position:	Bookkeeper
Effective Date:	TBD
Employment Status:	Full-time/261 days
Annual Salary:	\$38,000.00 – pro-rated
Benefits:	As stated in the current Support Staff (ESPA) Agreement

6. To adopt the 2020-2021 Central Montco Technical High School Operating Budget as a result of the approval by three member districts and a combined vote count of 25. (Attachment #3)

Colonial School District Unanimous (9-0)

Norristown Area School District Unanimous (7-0)
Absent – Tiffani Hendley
Matthew Rivera

Upper Merion Area School District Unanimous (9-0)

Above motions #3 through #6 were moved by Mrs. Epstein and seconded by Mr. Mason.
Membership Polled. All in Favor. Motion Carried.

MOTION: 7. To reappoint Maggie Philips as Treasurer for a one-year term effective July 1, 2020 through June 30, 2021.

Above motion #7 was moved by Mrs. Hope and seconded by Mrs. Moore.
Membership Polled. All in Favor. Motion Carried.

ADMINISTRATIVE REPORT

Dr. King informed the committee of the following;

- On-line Curriculum – In collaboration with the home schools, 97% of students are engaged with educational access. Remaining students are receiving alternative packets. Thank you to Larry Byron for his assistance with technology and the teachers for their hard work.
- A virtual Graduation is being planned for June 4th. Fred McCarthy will be working on various platforms for streaming.
- A virtual Senior Awards Ceremony is also being planned with a tentative streaming date of June 1st. Underclassmen awards will be held at a later date.

SUPERINTENDEN'S REPORT

Dr. Christian informed the committee that the superintendents and Mr. Schram will be working together on planning for the next school year which could include a variety of delivery options and thanked everyone for their hard work during this difficult time.

COMMITTEE REPORTS

Personnel

Mr. Schram stated that support staff agreement negotiations are in progress.

Finance

Mrs. Phillips stated the committee will be looking at necessary decisions needed on a few major projects. Thanked Mr. Braun for his budget collaboration with the home school business managers.

Curriculum

Dr. D'Antonio reported that the committee met on April 15th and discussed contingency plans for the health programs due to the possible inability to do clinical rotations at the hospital. Looking into the possibility of securing 3D software to simulate some medical/surgical procedures. Medical professionals from Montgomery County Community College will be brought in to assist. Dual Enrollment opportunities with various colleges are being worked on.

Facility Review

Mrs. Hope reported that the committee met to discuss repaving of the driveway along with securing estimates for the roof project.

PUBLIC COMMENT

Student Samirah Jordan inquired about startup date for the new school year.

MISCELLANEOUS

Mrs. Franklin-Becker thanked everyone for their continued efforts through this difficult time.

Meeting adjourned at 7:07 p.m.

Respectfully submitted,

Marilyn Monastero
Secretary

April 21, 2020

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

Dear Mr. Schram:

I am writing to notify you that I will be resigning from my position as Teacher Instructional Assistant at Central Montco Technical High School. My last day of employment will be the end of this current school year, 2020.

I greatly appreciate the opportunities and support that CMTHS has provided me. I will sincerely miss my colleagues, and the sense of school community. Retirement, however, is calling. I am looking forward to stepping up to this new adventure.

I wish Central Montco Technical High School all the success it deserves in the future.

Sincerely,

Jacqueline Gilkey



FOR USE ONLY BY GOVERNANCE SERVICES

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services ("CONTRACT") sets forth YOUR and OUR respective responsibilities and obligations with regard to the PROFESSIONAL SERVICES to be provided by US to YOU. When "YOU" and "YOUR" are used in this CONTRACT, it means the SCHOOL ENTITY that is identified below. When "WE", "US", "PSBA" and "OUR" are used in this CONTRACT, it means the PENNSYLVANIA SCHOOL BOARDS ASSOCIATION, whose address is 400 Bent Creek Blvd., Mechanicsburg, PA 17050.

<p><u>Full Legal Name of School Entity:</u></p> <p>Central Montco Technical High School</p>	<p><u>Term of CONTRACT:</u></p> <p>Procedure and timing of performance is as stated in this contract, including "Appendix A" which was provided to you and forms a part of this contract</p>
<p><u>School Entity's Physical Address:</u></p> <p>821 Plymouth Road Plymouth Meeting, PA 19462</p>	<p><u>PROFESSIONAL SERVICES to be Provided by PSBA and dates for PROFESSIONAL SERVICES to be provided:</u></p> <p>As stated in this contract, including "Appendix A" which was provided to you and forms a part of this contract.</p>
<p><u>School Entity's Mailing Address:</u></p> <p>SAME AS ABOVE</p>	

TERMS AND CONDITIONS

1. **CONTRACT.** This CONTRACT consists of the foregoing information, these TERMS AND CONDITIONS and Appendix A. These documents include all items necessary to describe the services and work to be provided by PSBA. The CONTRACT documents are complementary, and what is required by one shall be as binding as if required by all; performance by PSBA shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event that there is any alleged or real conflict between any term(s) contained in these TERMS AND CONDITIONS and any term(s) contained in the Appendix, these TERMS AND CONDITIONS shall control.

2. **PRICE.** As stated in Appendix "A."

3. PROCEDURE AND TIMING OF PERFORMANCE. As stated in Appendix "A."

4. OWNERSHIP RIGHTS. PSBA Policy Guides are copyrighted policy templates written and designed by PSBA. PSBA shall retain ownership rights over PSBA Policy Guides and any associated documentation prepared by PSBA, to include style, design, formatting or numbering developed by PSBA Policy Services even if distributed to you for consideration and modification. PSBA Policy Guides and individualized policies furnished to YOU by PSBA for review and modification in the performance of this contract and intermediary revisions and modifications during the review period constitute YOUR "DRAFT POLICY OR POLICIES." Pursuant to this CONTRACT YOU are permitted to copy or distribute YOUR DRAFT POLICIES internally, to your legal counsel, or for use by YOUR committees assigned to review DRAFT POLICIES for the sole purpose of engaging in discussion, review and modification of the DRAFT POLICIES for YOUR use and consideration. At such time as any of YOUR DRAFT POLICIES have been revised and are ready for initial recommendation for adoption by YOUR governing body, YOU shall have them formatted by PSBA prior to presenting them for consideration by the governing body. Formatting by PSBA includes review from a policy perspective of any revisions, including insertions and deletions YOU have made, and necessary adjustments to spacing, font size/style, numbering and citations. Once formatting prior to recommended adoption is completed, YOU may, at any time, recommend one or more DRAFT POLICIES to YOUR governing body which shall be designated as YOUR "RECOMMENDED DRAFT POLICY or POLICIES." Upon adoption by your governing body, a policy shall be designated as YOUR FINAL ADOPTED POLICY. From the time a policy is designated as a RECOMMENDED DRAFT POLICY through its final adoption, you shall provide intermediary revisions to PSBA for further formatting and provide the finally adopted policy to PSBA with the addition of the adoption date. YOUR RECOMMENDED DRAFT POLICIES AND FINAL ADOPTED POLICIES belong to YOU and are not subject to PSBA copyright or ownership. Permitted uses by YOU of PSBA's Policy Guides shall not include the sale, release, or transfer of PSBA Policy Guides for any proprietary purposes. Individuals or entities that have not contracted with PSBA Policy Services are prohibited from possessing, copying, publishing, transmitting or transferring any PSBA Policy Guide without the express written permission of PSBA. Provided YOU maintain your membership in PSBA's separate Policy Maintenance Program, YOU are permitted to use PSBA's style, design, formatting or numbering when developing new policies or revising current policies. The right to use PSBA's style, design, formatting or numbering terminates upon termination of membership in PSBA's Policy Maintenance Program.

5. COMMERCIAL INFORMATION. Except as set forth in paragraph 4, the materials and services provided by the PSBA represent commercial information that is privileged and confidential. The disclosure of the materials, oral presentations, policy reviews, or analysis expressed would cause substantial harm to the competitive position of PSBA. The materials may only be used consistent with the terms in paragraph 4. The material shall not be forwarded, reproduced, disseminated or transmitted in any form or by any means to any person or entity except as provided for in paragraph 4, without the express written consent of the PSBA.

6. NOTICE OF RIGHT-TO-KNOW-LAW REQUESTS. All PSBA policy development and review services, including any material offered as part of PSBA's policy development or review service, may be subject to exemption from a Right-to-Know Law as original copyrighted material, as privileged material or pursuant to exemptions such as 65 P.S. § 67.708(b)(9) and 65 P.S. §67.708(10). In addition, some material provided to YOU may represent confidential proprietary information or trade secrets as defined by 65 P.S. §67.102. Before providing records which have not yet reached the status of RECOMMENDED DRAFT POLICIES OR FINAL ADOPTED POLICIES, YOU shall provide PSBA with such reasonable notice as is possible so as to allow

PSBA the opportunity to object to or limit disclosure. PSBA does not claim an interest in intervening in public records requests related to RECOMMENDED DRAFT POLICIES OR FINAL ADOPTED POLICIES.

7. TERMINATION PROVISIONS. PSBA and YOU each have the right to terminate this CONTRACT at any time and with or without cause, effective upon written notice to the other party. PSBA shall be paid for SERVICES satisfactorily completed prior to the effective date of the termination.

8. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform its 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, 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.

9. CHOICE OF LAW. This CONTRACT 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.

10. INTEGRATION. The terms set forth in this CONTRACT 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 signed by properly authorized representatives of both parties.

11. LIMITATION OF LIABILITY. PSBA's liability arising out of this agreement will be limited to refund of payments made up to the full price as stated in Appendix "A". In no event will PSBA be liable for any special, consequential, incidental or indirect damages (including without limitation loss of profit) whether or not PSBA has been advised of the possibility of such loss, however caused and on any theory of liability arising out of this CONTRACT. This exclusion applies to any liability that may arise out of third-party claims against YOU.

12. SURVIVAL OF DESIGNATED PROVISIONS BEYOND TERMINATION OF CONTRACT. Notwithstanding anything herein to the contrary, the following provisions of this CONTRACT shall survive termination of this CONTRACT:

- a. The Ownership Rights provisions in paragraph 4;
- b. The permitted uses of PSBA's copyrighted design and materials set forth in paragraph 4;
- c. The notice provisions of paragraph 6.

13. AUTHORITY. All persons signing this CONTRACT on behalf of PSBA and YOU hereby personally covenant and warrant that they are authorized to enter into this CONTRACT by the governing board of PSBA and YOUR governing body.


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

15. HEADINGS. The headings of any Section or Paragraph hereof are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

16. SEVERABILITY. All agreements and covenants herein contained are severable. In the event that any provision of this CONTRACT should be held to be unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. Any court construing this CONTRACT is expressly granted the authority to revise any invalid or unenforceable provision hereof in order to render same enforceable.

Central Montco Technical High School

Pennsylvania School Boards Association

By: 
Title: JOC President

By:
Title: Chief Operating Officer

Date: 5-06-20

Date:

By: 
Title: JOC Secretary

Date: 5-06-20



April 22, 2020

Charles J. Braun
Business Manager
Central Montco Technical High School
821 Plymouth Road
Plymouth Meeting, PA 19462

Dear Mr. Braun:

Thank you for your inquiry regarding PSBA's Policy Services. I am glad that you recognize the importance of the development and maintenance of a current and compliant policy manual for the Central Montco Technical High School. Policy provides continuity for the school and direction for decisions by the Joint Operating Committee (JOC). It functions as a communication tool for the JOC and administration when dealing with the public, students and staff. Updated policy reinforces that the school is operating in compliance with state and federal laws and regulations and provides a legal basis for actions by the JOC.

In the past, school entities have received favorable court decisions based on the existence and proper implementation of current, legal policy. In these instances, policy proved to be an inexpensive form of legal insurance for the school system. However, a Policy Manual must be current and in compliance with relevant state and federal laws and regulations in order to be upheld in court.

For over 40 years PSBA has provided professional policy services to nearly 560 school entities in Pennsylvania, including nearly 90% of the vocational-technical schools/CTCs in Pennsylvania. PSBA's recommended policies are tailored for vocational technical schools/CTCs, thoroughly researched and are based on legal considerations, governance issues, and educational impact. The policy recommendations and information disseminated to school entities, through the Policy News Network (PNN), are updated continuously and monitored for quality, effectiveness, and compliance.

I am pleased to provide the following cost and components for participation in PSBA's Policy Development Service.

The comprehensive policy service is based on pertinent federal and state laws and regulations, court and arbitration decisions and educational and liability issues, in conjunction with an

analysis of the locally developed materials.

The Policy Development Service also includes:

1. Access to PSBA's web-based policy system which includes links to legal citations within policies, expansive search capabilities and which streamlines the policy processing and posting processes.
2. The writing, processing and electronic transmission of customized first draft policies to be submitted for Joint Operating Committee consideration.
3. A work session with the Joint Operating Committee, administration and a PSBA staff member to discuss suggested revisions and formulate a final draft of the Policy Manual, if needed.
4. All processing and electronic transmission of intermediary changes to prepare for Joint Operating Committee consideration and final adoption.
5. Access to the Policy News Network (PNN) through the web-based policy system. Designated individuals will receive e-mail notifications each time a new issue of our policy newsletter, the PNN is available. As new federal and state legislation is enacted, regulations are finalized and court and arbitration decisions change interpretation of laws, policies will require updating or enactment. PSBA will notify the school entity of new requirements through the *PNN* that will include revised model policy language, or new policy, to ensure that adopted policies meet the requirements of law. School administrators and Joint Operating Committee members will be able to access the at no additional charge for the first year after contract; following the initial year, the school may continue membership for an annual fee, which is currently \$1,250.

Upon adoption of the policy manual, the school will be placed in our Policy Maintenance Program. Participation in PSBA's Maintenance Program includes reviewing and processing all new policy adoptions and revisions received from your SCHOOL and is renewed on an annual basis.

During the policy drafting process, the PSBA policy guides are used as a foundation for the manual because the PSBA guides have gone through internal quality control and compliance checks and include updated policies which may be currently missing from your policy manual. Local language that is compliant with law, nonprocedural and still part of school operations will be inserted in the PSBA policy guides.

PSBA will provide a cross-reference document which explains its policy analysis, specifies why local language from existing JOC policy was not included, why new language was added and which policies are completely new to the school. The resulting draft policies are PSBA recommendations to you and should be reviewed and modified locally to meet your needs. As proposed revisions are made, PSBA will review them and provide feedback if we have concerns, e.g. if it is identified that policy language mandated by applicable law or regulation has been

deleted from the policy. As local revisions are made, PSBA will process and format them for your further use in the review and adoption process. Paragraph 4 of the contract between PSBA and you further describes the stages of the review and formatting process.

The policies will be drafted and returned to the school one section at a time. The first section to be drafted is normally the 000 Joint Operating Committee Procedures section; however, we can draft the policy manual in any order the school prefers. For instance, if you are in need of the 200 Pupils section first, please notify us and we will begin the development process with the 200 Pupils section. If the school prefers to have the larger policy sections divided into two or three parts to facilitate the review process, we would be happy to do that as well.

The complete cost for the Policy Development Service is \$7,800, payable as follows:

- a. \$2,600 upon return of executed copy of the contract;
- b. \$2,600 pursuant to an invoice upon completion of all sections of the draft policy manual;
- c. \$2,600 pursuant to an invoice in the next fiscal year after completion of all sections of the draft policy manual.

Within ten (10) business days of receipt of the executed contract and first payment, PSBA shall provide you with a confirmation which will include a checklist and questionnaire for your completion. This will instruct you on the materials and information to gather for PSBA to initiate the Policy Development Service.

Policy Services Contract

Attached is a Contract for Professional Services. This proposal letter is referred to in the contract as Appendix A. If the policy service is approved, please review the contract including Appendix A, contact us with any questions, acquire the proper signatures and return the signed contract and Appendix A to me.

If you need any additional information or clarification on our policy services, please do not hesitate to contact me. I can be reached at our toll-free number (800) 932-0588 or 717-506-2450, extension 3357 or by e-mail at davelyn.smeltzer@psba.org.

Sincerely,



Davelyn S. Smeltzer
Senior Director of Governance Services