JOINT OPERATING COMMITTEE

DIRECTOR'S REPORT

OCTOBER 6, 2021

ITEM 1: Recommend approval of the following out-of-district students:

Muhammad Jalil Abdus-Salaam	Name	District/School	Grade	Program
Zachary Allen LM/LM 10 Culinary Arts Aniket Annapragada LM/LM 12 Auto Tech 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/LM 12 Auto Tech Joelle Anais Beasley LM/LM 12 Visual Commun. Jonathan Joseph Bernicker LM/LM 12 Building Trades Kaden Alamar Blackwell LM/LM 12 Building Trades Christopher Cruz LM/LM 12 Building Trades Christopher Cruz LM/LM 12 Building Trades Matthew Ward Curry LM/LM 12 Building Trades Luca David DiCriscio LM/LM 11 Building Trades Luca David DiCriscio LM/LM 11 B				
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Matthew VonderheideLM/Harriton12Auto TechKristen WalshLM/Harriton11Healthcare Sciences	Andrew Stickney	LM/LM	11	Culinary Arts
Kristen Walsh LM/Harriton 11 Healthcare Sciences	Qianna Rai Tankersly			Early Childhood Ed.
Michelle Wu LM/Harriton 12 Teacher Academy				
•	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/Pathw	ay 12	Landscaping

ITEM 2: Recommend employment of the following individuals: (resumes attached)

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

ITEM 3: Recommend 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.

ITEM 4: Recommend supplemental contracts for the following faculty to serve as youth club advisors for the 2021-2022 school year:

Name	Club	Amount
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

The administration recommends the individuals listed above to serve as SkillsUSA and HOSA Advisors. These positions and associated stipends are per the Professional Negotiations Agreement.

ITEM 5: Recommend additional substitute:

Name: Courtney Capcino

Program: Nurse/Health programs

Rate: \$100/day

ITEM 6: Recommend approval of 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

The school's culinary functions provide extended learning opportunities for our culinary arts students. The activities associated with these events allow students to experience specialty cooking and recipe preparation for groups. The administration supports these activities and the associated extra salary for both staff and students. The hourly rate for staff is per the Professional Negotiations Agreement.

- ITEM 7: Recommend 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)
- ITEM 8: Recommend approval of contract with KCBA Architects subject to final solicitor review. (Attachment #2)
- ITEM 9: Recommend adoption of 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)

- ITEM 10: Recommend acceptance of retirement of Tracey Tupper, Emergency Medical Nurse, effective December 30, 2021. (Attachment #4)
- ITEM 11: Recommend a .5 Social-Emotional Counselor position.

This position will be funded by the ESSER grant for the remainder of this school year and the 2022-2023 school year.

- ITEM 12: Recommend 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.
- ITEM 13. Recommend approval of the Memoranda of Meet and Discuss for the Act 93 Management Team effective July 1, 2022 to June 30, 2023. (Attachment #5)
- ITEM 14: Recommend approval of the Memoranda of Meet and Discuss for Project Staff effective July 1, 2022 to June 2023. (Attachment #6)

INFORMATION

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. (Flyer Attached)

SETH SCHRAM ADMINISTRATIVE DIRECTOR

What's Cooking?!

Brought to you by
Einstein Medical Center Montgome**ry and**Central Montco Technical High School



FREE healthy cooking classes:

- Hands-on instruction led by trained culinary staff
- Weekly blood pressure checks and heart health tips for you and your family
- Individual workstations, cooking utensils and food supplies provided at each lesson and for in-home use.

Session I: 10/14, 10/21, 10/28

Session II: 11/2, 11/9, 11/16

6:00pm - 7:30pm

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

Space is limited.

Contact Brandi Chawaga to learn more and register:

chawagab@einstein.edu

484-622-7013



Professional Improvement Conference/Workshop Request Form

Name of Conference/Wo	Attendance/Child Accounting Professional Association Annual Conference		
Place and Date of Conference/Workshop Hershey, PA - October 27 - 29, 2021			
Program/ Purpose:	pdates and procedures options for Child Accounting.		
Attendees: Andrea Wilson	n		
Cost not to exceed:			
Registration:	\$335		
Lodging:	\$584		
Transportation:	\$100		
Meals:			
Other (Describe):			
Total:	\$1019		
Source of Funding: Bu	dgeted General Funds: \$		
Gr	ant: Amount: \$		
Submitted by:	Inher S. U.C.		
Supervisor's Approval:	1		
Director's Approval:			



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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

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 E204TM—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.)

 $\S \ 1.1.9$ 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 .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 E203TM—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 E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—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.

- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - 1 facilitating the distribution of Bidding Documents to prospective bidders;
 - .2 organizing and conducting a pre-bid conference for prospective bidders;
 - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review

shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

- § 3.6.6.1 The Architect shall:
 - .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
 - .2 issue Certificates of Substantial Completion;
 - .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility
	(Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not provided

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Supplemental Services	Responsibility	
	(Architect, Owner, or not provided)	
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided	
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided	
§ 4.1.1.30 Other Supplemental Services	Not provided	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM_2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

(Paragraphs deleted)

- Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect:
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

(Paragraphs deleted)

- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the

Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)
 - [] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any

expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

(Paragraphs deleted) 0.00

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

- § 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
 - .1 Stipulated Sum (Insert amount)

(Paragraphs deleted) \$146,020

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rates - see Attachment 'A'

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Hourly rates - see Attachment 'A'

- § 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)
- § 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Total Basic Compensation	one hundred	percent (100	%)
Construction Phase	Twenty-Five	percent (25	%)
Procurement Phase	Five	percent (5	%)
Phase				
Construction Documents	Forty	percent (40	%)
Design Development Phase	Twenty	percent (20	%)
Schematic Design Phase	Ten	percent (10	%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly rates - see Attachment 'A'

(Table deleted)

- § 11.8 Compensation for Reimbursable Expenses
- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;
 - .5 Postage, handling, and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants:
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

3 %

- § 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

- § 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.
- § 13.2 This Agreement is comprised of the following documents identified below:
 - .1 AIA Document B101TM_2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

.2 Other documents:

(List other documents, if any, forming part of the Agreement.)

Project Budget Hourly rates – Attachment 'A'

This Agreement entered into as of the day and year	r first written above.
	2
OWNER (Signature)	ARCHITECT (Signature)
	Eric Gianelle Principal
(Printed name and title)	(Printed name, title, and license number, if required)

Book

Policy Manual

Section

100 Programs

Title

Field Trips

Code

121

Status

First Reading

Purpose

The Joint Operating Committee recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important component of the instructional program of the school. Properly planned and executed field trips can:

- 1. Supplement and enrich classroom learning by providing educational experiences in an environment outside the school.
- 2. Arouse new interests among students.
- 3. Help students relate academic learning to the reality of the world outside of school.
- 4. Introduce community resources, such as natural, cultural, industrial, commercial, governmental, and educational.
- 5. Afford students the opportunity to study real things and real processes in their actual environment.

Definition

For purposes of this policy, a field trip shall be defined as any trip by students away from school premises that is an integral part of approved planned instruction, is conducted as a first-hand educational experience not available in the classroom, and is supervised by a teacher or employee of the school.

<u>Authority</u>

All proposed field trips must be approved individually by the Joint Operating Committee.

Students on field trips remain under the supervision and responsibility of the Joint Operating Committee and are subject to its rules and regulations.

The Joint Operating Committee does not endorse, support nor assume responsibility in any way for any staff member who takes students on trips not approved by the Joint Operating Committee or Administrative Director. No staff member may solicit students for such trips within school facilities or on school grounds without permission of the Joint Operating Committee.

Delegation of Responsibility

The Administrative Director or designee shall develop administrative regulations for the operation of field trips.

Guidelines

Field trips shall be governed by guidelines which ensure that:

- 1. The safety and well-being of students will be protected at all times.
- 2. Permission of the parent/guardian is sought and obtained before any student may participate.
- 3. Each field trip is properly planned, integrated with the curriculum, and followed up by appropriate activities that enhance its value.[1]
- 4. The effectiveness of field trip activities is monitored and evaluated continuously.
- 5. Teachers and employees of the school are allowed flexibility and innovation in planning field trips.
- 6. No field trip will be approved unless it contributes to the achievement of specified instructional objectives.

Administration of Medication

The Joint Operating Committee directs planning for field trips to start early in the school year and to include collaboration between administrators, teachers, nurses, parents/guardians and other designated health officials.

Decisions regarding administration of medication during field trips and other school-sponsored programs and activities shall be based on the student's individual needs.[2][3]

Medication shall be administered in accordance with applicable laws, regulations, Joint Operating Committee policies and school procedures.[4][5]

Legal

- 1. Pol. 105
- 2. Pol. 103.1
- 3. Pol. 113
- 4. Pol. 210
- 5. Pol. 210.1
- 24 P.S. 517
- 24 P.S. 1850.1

Book Policy Manual

Section 100 Programs

Title Co-Curricular Activities

Code 122 - NEW

Status First Reading

Purpose

The Joint Operating Committee believes that the school's goals and objectives are best achieved by a diversity of learning experiences, some of which are more appropriately conducted outside the regular curricular program of the school. The Joint Operating Committee strongly supports vocational student organizations.

Definitions

For purposes of this policy, <u>co-curricular</u> **extracurricular activities** shall be those programs that are sponsored or approved by the Joint Operating Committee; are conducted wholly or partly outside the regular school day; are marked by student participation in the processes of initiation, planning, organizing, and execution; and are equally available to all students who voluntarily elect to participate.

Authority

The Joint Operating Committee shall make the facilities, supplies and equipment of the school available and shall assign staff members for the support of <u>co-curricular extracurricular</u> activities for students. Such availability and assignment shall be in accordance with the Equal Access Act. [2][3][4][5][6]

Any <u>co-curriculr extracurricular</u> activity shall be considered to be under the sponsorship of the Joint Operating Committee when it has been approved by the Joint Operating Committee on recommendation of the Administrative Director.

The Joint Operating Committee shall maintain the program of <u>co-curricular extracurricular</u> activities at no cost to participating students, except that the Joint Operating Committee's responsibility for provision of supplies shall carry the same exemptions as stated in the policy on regular school supplies.[7]

Where eligibility requirements are necessary or desirable, the Joint Operating Committee shall be informed and must approve the establishment of eligibility standards before they are operable.

Off-Campus Activities

This policy shall also apply to student conduct that occurs off school property and would otherwise violate the Code of Student Conduct if any of the following circumstances exist:[8]

- 1. The conduct occurs during the time the student is traveling to and from the school or a school-sponsored activity, whether or not via school furnished transportation.
- 2. The student is a member of an <u>co-curricular extracurricular</u> activity and has been notified that particular off-campus conduct could result in exclusion from such activities.
- 3. Student expression or conduct materially and substantially disrupts the operations of the school, or the administration reasonably anticipates that the expression or conduct is likely to materially and substantially disrupt the operations of the school.

4. The conduct has a direct nexus to attendance at the school or a school-sponsored activity, for example, a transaction conducted outside of the school pursuant to an agreement made in the school, that would violate the Code of Student Conduct if conducted in the school.

- 5. The conduct involves the theft or vandalism of school property.
- 6. There is otherwise a nexus between the proximity or timing of the conduct in relation to the student's attendance at the school or school-sponsored activities.

Delegation of Responsibility

The Administrative Director or designee shall develop administrative regulations to implement the <u>cocurricular extracurricular</u> activities program.

Guidelines

Guidelines shall ensure that the program of co-curricular extracurricular activities:

- 1. Assesses the needs and interests of and is responsive to students.
- 2. Ensures provision of competent guidance and supervision by staff.
- 3. Guards against exploitation of students.
- 4. Provides a variety of experiences and diversity of organizational models.
- 5. Provides for continuing evaluation of the program and its components.
- 6. Ensures that all <u>co-curricular</u> activities are open to all students and that all students are fully informed of the opportunities open to them.[1][9]

Equal Access Act

The school shall provide secondary students the opportunity for noncurriculum-related student groups to meet on the school premises during noninstructional time for the purpose of conducting a meeting within the limited open forum on the basis of religious, political, philosophical, or other content of the speech at such meetings. Such meetings must be voluntary, student-initiated, and not sponsored in any way by the school, its agents or employees. [2]

Noninstructional time is the time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends.

The meetings cannot materially and substantially interfere with the orderly conduct of the educational activities in the school.

The Administrative Director or designee shall establish the length of sessions, number per week, and other limitations deemed reasonably necessary.

The school retains the authority to maintain order and discipline on school premises in order to protect the well-being of students and employees and to ensure that student attendance at such meetings is voluntary.

Legal

- 1. 22 PA Code 12.1
- 2. 20 U.S.C. 4071 et seq
- 3. 24 P.S. 1850.1
- 4. 24 P.S. 511
- 5. Pol. 103
- 6. Pol. 103.1
- 7. Pol. 110
- 8. Pol. 218
- 9. 22 PA Code 12.4

Book

Policy Manual

Section

100 Programs

Title

Adult Education

Code

125

Status

From PSBA

Purpose

The Joint Operating Committee recognizes the value of educational growth and advancement to adult members of the community and the need of both adults and minors for education programs.

Authority

The Joint Operating Committee may establish and maintain a program of adult education based upon the needs and interests of the residents, consistent with the educational goals and policies of the school.[1][2][3][4][5]

The Joint Operating Committee may employ staff, utilize available facilities, supply instructional and supplementary materials and provide administrative leadership required to maintain the adult education program. The Joint Operating Committee shall establish the tuition rate for each course offered in the adult education program. [6]

Delegation of Responsibility

The Administrative Director or designee shall:

- 1. Assess the needs and resources of the community.
- 2. Develop a program of adult education and present that program to the Joint Operating Committee for approval.
- 3. Develop and implement means to inform the public of adult education offerings.

Legal

- 1. 24 P.S. 502
- 2. 24 P.S. 1801
- 3. 24 P.S. 1805
- 4. 24 P.S. 1841
- 5. 22 PA Code 4.3
- 6. 24 P.S. 1850.1
- 34 CFR Part 668

Book Policy Manual

Section 100 Programs

Title Assessment System

Code 127

Status First Reading

Purpose

The Joint Operating Committee recognizes its responsibility to develop and implement an assessment system that will determine the degree to which students are achieving vocational and academic standards and established competencies and provide information for improving the vocational educational program.

<u>Authority</u>

The Joint Operating Committee shall approve an assessment system for use in the school to assess individual attainment of state and local <u>vocational and</u> academic standards, and to identify those students not attaining <u>vocational and</u> academic standards and provide assistance. The Joint Operating Committee shall approve an assessment system at least once every six (6) years, which shall be implemented no later than one (1) year after the approval date. [1][2][3][4]

The Joint Operating Committee reserves the right to review the school's assessment measures and to approve those that serve a legitimate purpose without infringing upon the personal rights of the students or parents/guardians.[3][5]

The Joint Operating Committee directs the Administrative Director or designee to grant requests to review state assessments from parents/guardians to determine whether the state assessments conflict with the parents'/guardians' religious beliefs. Parent/Guardian requests shall be submitted at least two (2) weeks prior to the administration of state assessments. The school shall ensure the security of the assessment documents.[6]

If, upon inspection of a state assessment, a parent/guardian finds the assessment to be in conflict with their religious beliefs, the parent/guardian shall have the right to have their child excused from that state assessment, upon written request to the Administrative Director stating the objection.

[6]

Delegation of Responsibility

The Administrative Director or designee shall recommend various methods of assessment and evaluation based on his/her professional judgment, generally accepted professional practice, staff input and state regulations.[1][2][3]

The Administrative Director or designee shall provide summary information to the public regarding student achievement, including results of assessments, in accordance with federal and state law and regulations.[3]

The Administrative Director or designee shall provide information regarding the achievement of vocational and academic standards to the PA Department of Education when requested; such information shall not include student names, identification numbers or individually identifiable information.[3]

The Administrative Director or designee shall recommend improvements in the <u>vocational</u> educational program, curriculum and instructional practices based upon student assessment

results.[3]

Guidelines

Parents/Guardians shall receive information regarding their child's state assessment scores and may obtain an explanation of assessment results from qualified school personnel.[7][8][9]

The school shall provide assistance to students not attaining <u>vocational and</u> academic standards at the proficient level. The school shall inform students and parents/guardians about how to access such assistance.[3][5]

Students with disabilities and students participating in \underline{EL} ESL/Bilingual Education programs shall participate in assessments, with appropriate accommodations when necessary. [2][10][11][8]

Legal

- 1. 22 PA Code 4.12
- 2. 22 PA Code 4.51
- 3. 22 PA Code 4.52
- 4. Pol. 102
- 5. 22 PA Code 12.41
- 6. 22 PA Code 4.4
- 7. 20 U.S.C. 6311
- 8. Pol. 138
- 9. Pol. 212
- 10. Pol. 103.1
- 11. Pol. 113

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Section

100 Programs

Title

Asynchronous Work

Code

130

Status

First Reading

Purpose

The purpose of asynchronous homework assignments should be to:

- 1. Provide practice and reinforcement of skills presented by the teacher.
- 2. Develop student responsibility, good study habits and organizational skills.
- 3. Broaden areas of interest through enrichment.
- 4. Provide opportunities for parents/guardians to know what their child is studying.

Guidelines

Each student shall be responsible for completing asynchronous homework assignments as directed.[1]

<u>Asynchronous work</u> Homework shall complement classroom instruction and be planned and evaluated with respect to its purpose, appropriateness, and completion time. The demand of <u>asynchrous work-homework</u> upon the students' time shall be consistent with the best interests of the students in regard to other valuable experiences to be gained outside of school.

Asynchronous work Homework will not be assigned as a form of punishment.

Legal

1. 22 PA Code 12.2

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Policy Manual

Section

100 Programs

Title

Standards for Persistently Dangerous Schools

Code

143 - NEW

Status

First Reading

Purpose

The Pennsylvania Department of Education, as required by the Unsafe School Choice Option provision of federal law, hereby adopts the following standards for identifying persistently dangerous schools.[1][2]

Definitions

As used in these standards, the following terms shall be defined as provided herein: [3]

Dangerous incidents - shall include both weapons possession incidents resulting in arrest (guns, knives or other weapons) and violent incidents resulting in arrest (homicide, kidnapping, robbery, sexual offenses and assaults) as reported on the Violence and Weapons Possession Report (PDE-360).

Department - shall mean the Pennsylvania Department of Education.

Local Educational Agency or LEA - shall include a school district, an area vocational-technical school, an intermediate unit or a charter school.

Persistently dangerous school - shall mean any public elementary, secondary or charter school that meets any of the following criteria in the most recent school year and in one (1) additional year of the two (2) years prior to the most recent school year:

- 1. For a school whose enrollment is 250 or less at least five (5) dangerous incidents.
- 2. For a school whose enrollment is between 251 to 1,000 a number of dangerous incidents that represents at least two percent (2%) of the school's enrollment.
- 3. For a school whose enrollment is over 1,000 twenty (20) or more dangerous incidents.

Safe public school - shall mean a public school that has not been designated as a persistently dangerous school under these standards or that has had such designation removed by the Department.

Guidelines

Student Opportunity to Transfer

- 1. Except as provided below, a student who attends a persistently dangerous school must be offered the opportunity to transfer to a safe public school within the LEA, including a charter school.
- 2. A student who attends a persistently dangerous school may apply to transfer at any time while the school maintains that designation.

Delegation of Responsibility

Department of Education's Responsibilities

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1. The Department shall identify those schools that meet or exceed the criteria for a persistently dangerous school by analyzing the Annual Report on School Violence and Weapons Possession (PDE-360). In identifying persistently dangerous schools, the Department will use the most recent data available to it from the reporting LEA, and will take all reasonable steps to verify that the data is valid and reliable.

- 2. After review and verification of PDE-360 data, the Department shall promptly inform an LEA when any of its schools meets the definition of persistently dangerous school.
- 3. The Department shall provide technical assistance to the LEA in developing a corrective action plan. The Department shall review proposed corrective action plans submitted by LEAs and shall approve suitable corrective action plans.
- 4. After approval of the corrective action plan, the Department shall conduct a site visit to each persistently dangerous school to assess the school's progress in implementing the plan. If no significant improvement is observed, the Department may require the LEA to submit a revised corrective action plan for that school.
- 5. The Department shall reassess a school's designation as persistently dangerous at the end of the school year during which its corrective action plan is completed.
- 6. During the reassessment described above, the Department shall remove the designation if the school no longer meets the definition of persistently dangerous school.

LEA's Responsibilities

- 1. Pursuant to Pennsylvania's Safe Schools Act, all school entities as defined by the Act must report to the Department all incidents involving acts of violence; possession of a weapon; or the possession, use, or sale of a controlled substance, alcohol, or tobacco by any person on school property or at school-sponsored events or on school transportation to and from school or school-sponsored activities.[4]
- 2. Within ten (10) school days of receiving notification by the Department, an LEA shall notify the parent or legal guardian of each student who attends the school that the Department has identified the school as persistently dangerous.
- 3. The LEA shall offer all students who attend the school the opportunity to transfer to a safe public school, including a charter school, within the LEA.
- 4. The notification and offer to transfer shall state that no student is required to transfer to another school.
- 5. Upon receipt of an application to transfer, the LEA shall transfer the student within thirty (30) calendar days.
- 6. When considering a student's request to transfer to another school, the LEA should take into account the particular needs of the student and the parent/guardian.
- 7. To the extent possible, the LEA should allow the student to transfer to a school that is making adequate yearly progress, and one that is not identified as being in school improvement, corrective action, or restructuring.
- 8. A charter school only has to accept a student who meets its admission criteria if space is available.
- If there is not another safe school within the LEA to which students may transfer, the LEA is encouraged, but not required, to establish an agreement with a neighboring LEA to accept the transfer of students.

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10. The LEA must submit a corrective action plan to the Department within thirty (30) calendar days of receiving notification that a school has been identified as persistently dangerous.

- 11. The LEA must receive approval from the Department for its corrective action plan and shall implement all steps contained in its corrective action plan within the time periods specified in that plan.
- 12. After the Department has notified an LEA that a school is no longer identified as a persistently dangerous school, the LEA is encouraged to permit students who transferred to complete their education at their new school. LEAs may not require students to return to their original school if the students are enrolled in a charter school.

Legal

- 1, 22 PA Code 403.6
- 2. 20 U.S.C. 7912
- 3. 22 PA Code 403.2
- 4. 24 P.S. 1303-A
- 24 P.S. 2603-B
- 22 PA Code 403.1

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Section 100 Programs

Title Standards for Victims of Violent Crimes

Code 144 - NEW

Status First Reading

Purpose

The Pennsylvania Department of Education, as required by the Unsafe School Choice Option provision of federal law, hereby adopts the following standards for a student who becomes a victim of a violent criminal offense while in or on the grounds of the public elementary or secondary school that s/he attends. [1][2]

Definitions

As used in these standards, the following terms shall be defined as provided herein: [3]

Local Educational Agency or LEA - shall include a school district, an area vocational-technical school, an intermediate unit or a charter school.

Safe public school - shall mean a public school that has not been designated as a persistently dangerous school under the standards for identifying persistently dangerous schools or that has had such designation removed by the Department.

Victim or student victim - shall mean the student against whom a violent criminal offense has been perpetrated while the student was in or on the grounds of the public elementary or secondary school that s/he attends.

Violent criminal offense - is defined as any of the following offenses that are set forth in Title 18 of the Pennsylvania Consolidated Statutes:

- 1. Kidnapping.
- 2. Robbery.
- 3. Aggravated assault (on the student).
- 4. Rape.
- 5. Involuntary deviate sexual intercourse.
- 6. Sexual assault.
- 7. Aggravated indecent assault.
- 8. Indecent assault.
- 9. Attempt to commit any of the following: homicide, murder or voluntary manslaughter.

Guidelines

Student Opportunity to Transfer

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1. Except as provided below, a student who becomes a victim of a violent criminal offense while in or on the grounds of the public elementary or secondary school that s/he attends must be offered the opportunity to transfer to a safe public school within the LEA, including a charter school.

- 2. In order for a student victim to be entitled to transfer to another school under these standards, the violent criminal offense first must be reported to law enforcement authorities by the student, the student's parent/guardian, or school officials.
- 3. A student victim (or his/her parent/guardian) may apply to the LEA to transfer to another school within thirty (30) calendar days after the incident is reported to school authorities.

Delegation of Responsibility

LEA's Responsibilities

- 1. Within ten (10) calendar days of receiving notice of the violent criminal offense, the LEA shall notify the student victim that s/he has the right to transfer to a safe public elementary or secondary school within the LEA, including a public charter school.
- 2. The notification and offer to transfer shall state that no student is required to transfer to another school.
- 3. Upon receipt of an application to transfer, the LEA should transfer the student as soon as possible, and shall transfer the student within ten (10) calendar days after receiving the application.
- 4. When considering a student's request to transfer to another school, the LEA should take into account the particular needs of the student and the parent/guardian.
- 5. To the extent possible, the LEA should allow the student to transfer to a school that is making adequate yearly progress, and one that is not identified as being in school improvement, corrective action, or restructuring.
- 6. A charter school only has to accept a student who meets its admission criteria if space is available.
- 7. If there is not another safe school within the LEA to which students may transfer, the LEA is encouraged, but not required, to establish an agreement with a neighboring LEA to accept the transfer of students.

Legal

- 1, 22 PA Code 403.6
- 2. 20 U.S.C. 7912
- 3. 22 PA Code 403.2
- 24 P.S. 2603-B
- 22 PA Code 403.1

Tracey L Tupper RN 31 Par Circle Pottstown PA 19464

October 2, 2021

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

Dear Seth Schram:

Please accept this letter of notification that I am retiring from my position as Emergency Medical Nurse at Central Montco. Technical High School. My last day of employment will be December 30, 2021 with my first day of retirement starting December 31, 2021.

I have enjoyed my career as a Nurse for the past 36 years, especially working with and learning from my CMTHS colleagues for the past 21 and a half years. My greatest joy in Nursing over the years has come in serving the students and staff at CMTHS. I am now ready to move on to the next phase in my life.

I am grateful for the opportunities I received while working as part of the CMTHS team.

Respectfully,

Gally Stepou RN
Tracev L Tupper RN



MEMORANDA OF MEET AND DISCUSS

FOR

THE ACT 93 MANAGEMENT TEAM

Effective July 1, 2022 to June 30, 2023

PHILOSOPHY

The Central Montco Technical High School Management Team Compensation Plan is based on the philosophy that management duties and responsibilities are different and unique from the duties and responsibilities of other employees. This plan's intent is to provide compensation for the Central Montco Technical High Middle Management Team which is internally fair and consistent, and externally competitive with the regional career and technical schools.

MANAGEMENT TEAM MEMBERS

This plan provides for administrative compensation within the guidelines of Section 1164 of the Pennsylvania School Code.

This plan applies to the Assistant Director and the Supervisor of Special Projects, Technology and Operations, and any other newly hired management employees.

In this plan, the term "Management Team Member(s)" refers to the above managers collectively. The term Employer shall refer to the Joint Operating Committee of Central Montco Technical High School.

TERMS OF MANAGEMENT COMPENSATION PLAN

The term of this three-year plan shall begin on July 1, 2022 and shall continue through June 30, 2023. This applies to all items with the exception of those specified. It is understood that the plan may not be changed during the term of the agreement except by mutual agreement.

TIME FRAME FOR FUTURE PLAN

The parties shall notify each other no later than March 30, 2023 of the intent to meet.

The J.O.C. of Central Montco Technical High School hereby adopts this Memorandum of Meet and Discuss to set forth the following Administrative Compensation Plan:

A. LENGTH OF WORK YEAR

Act 93 Management Team members are employed for a 261-day work year.

B. HOLIDAYS

Act 93 Management Team members shall receive thirteen (13) holidays per year as scheduled by the Director.

C. VACATION DAYS

Act 93 Management Team Members shall earn paid vacation days as follows:

- Twenty-one (21) days per year for the first five years of service, which shall accrue evenly throughout the member's work year.
- After completion of 5 years of service, employee will earn twenty-two (22) days
 of vacation each year, which shall accrue evenly throughout the member's work
 vear.
- After completion of 10 years of service, employee will earn twenty-four (24) days
 of vacation each year, which shall accrue evenly throughout the member's work
 year.

While employed at CMTHS no more than thirty (30) unused vacation days shall be retained at any time.

Upon termination of employment for reasons other than dismissal, the Employer will make a non-elective contribution to the 403(b) plan of the Management Team Member in an amount equal to a maximum of ten (10) earned, but unused vacation days. Payment for each day will be equal to the Act 93 Management Team Member's per diem rate for the year in which the day was earned.

A Management Team Member may not use more than five (5) vacation days during their last sixty (60) days of employment. The Administrative Director will consider requests for use of additional days based on special circumstance.

Act 93 Management Team Members shall have the opportunity to buy back up to five (5) vacation days per school year. Payment for each day will be equal to the Act 93 Management Team Member's per diem rate for the year in which the day was earned.

D. PERSONAL LEAVE

Up to four (4) personal leave days per year shall be available to Act 93 Management Team Members. Act 93 Management Team Members must obtain approval from the Director prior to utilizing any personal leave days

On July 1 of each year, any unused personal leave days from the prior year will convert to sick days.

E. SICK LEAVE

Sick leave days shall accumulate at the rate of fifteen (15) days per school year. Any sick days credited to a Member but accumulated at another school, shall be utilized by the Member only after exhaustion of all sick days accumulated at the School.

F. RETIREMENT SEVERANCE PAYMENT

Retirement Severance Payment shall be given to any Management Team Member leaving Central Montco Technical High School who meets the following three (3) requirements:

- 1. has terminated service under satisfactory conditions and proceeds to retirement pursuant to PSERS,
- 2. has completed at least five (5) years of continuous employment with Central Montco Technical High School,
- 3. has completed at least five (5) years of credited service in the Pennsylvania Public School Employees Retirement System (PSERS).

The retirement severance payment will be made for each accumulated sick day at the rate of 50% of the Act 93 Management Team Member's final per diem salary for each such day. Compensation under this policy is based upon sick leave accumulated as an employee of Central Montco Technical High School only and does not include sick leave accumulated as an employee of any other school. In the event of the death of a Management Team Member while in service, the Management Team Member's beneficiary shall receive the appropriate benefits specified in this section of the compensation plan. Said contribution shall be made directly into the 403(b) account of the applicable Management Team Member. The maximum compensation shall not exceed \$30,000. One of the following two (2) payment options is available.

- 1. The payments may be received at the time of retirement,
- 2. The payments may be received in two (2) equal payments, the first of which is due the first pay date in January of the year following retirement and the second of which is due the following January,

G. LIFE INSURANCE

The Employer will provide term life insurance in the amount of two times the base salary of the Act 93 Management Team Member while under the employ of the Employer.

H. DISABILITY INSURANCE

The Employer shall provide a disability plan which pays 66 2/3% of the Management Team Member's salary per month with a waiting period of twenty (20) days.

I. SUPPLEMENTING WORKERS' COMPENSATION

If any Management Team Member is absent due to an injury in the course of the Management Team Member's employment, which is determined by the Bureau of Workers' Compensation to be compensable under the Pennsylvania Workers'

Compensation Act, the absence will not be charged against the Act 93 Management Team Member's sick leave days, and the Employer will pay the Management Team Member the difference between his/her salary and the weekly benefits paid to him/her under the Pennsylvania Workers' Compensation Act up to a maximum of two (2) years.

J. HEALTH INSURANCE/HOSPITALIZATION

Act 93 Management Team Members shall receive the same health benefits as defined in the Professional Negotiations Agreement, which may change from time to time.

K. DENTAL INSURANCE

During the term of this Agreement, the Employer will pay for the cost for a basic program of dental care for Act 93 Management Team Members and eligible dependents, and an individual dental rider for inlays, crowns, space maintainers and oral surgery. The annual limit of dental coverage will be \$1,500 per individual. Additional maximum annual benefit will be provided by the Employer through their program at the Act 93 Management Team Member's request. The Act 93 Management Team Member will pay the difference in cost through mandatory payroll deductions.

L. PRESCRIPTION PLAN

Act 93 Management Team Members shall receive the same prescription benefits as defined in the Professional Negotiations Agreement, which may change from time to time.

M. PAYMENT IN LIEU OF HOSPITALIZATION AND MEDICAL INSURANCE

Any Management Team member, who can prove to the satisfaction of the Administrative Director, that he or she and his or her eligible dependents are covered under another medical insurance policy and therefor elect not to accept such coverage under this agreement, will receive two hundred dollars (\$200.00) per month in lieu of such coverage.

N. PRESCRIPTION SAFETY GLASSES

The Employer shall pay that portion of the cost of eye examinations and the associated prescribed safety lenses not covered by insurance. The Employer will also pay a maximum of \$100.00 toward the cost of eyeglass frames. This plan has a limit of one examination and corrective lens every two (2) years.

O. TAX SHELTERED ANNUITIES

Upon application to the Business Office, forms may be filled out to have the necessary deductions made for tax sheltered annuities, provided the plan is offered by financial institutions approved by the Employer and otherwise consistent with the Employer's 403(b) plan.

Annually, each Management Team Member will receive an Employer contribution to their 403b plan of \$1,000.

P. BEREAVEMENT

Immediate Family – Whenever an Act 93 Management Team Member shall be absent from duty because of a death in the immediate family of said Act 93 Management Team Member, there shall be no deduction in salary of said Member for an absence not in excess of five (5) school days. Bereavement days must be taken within fourteen (14) calendar days of the death of the immediate family member. The Employer may extend the period of absence with pay and modify the period during which the bereavement days may be taken at its reasonable discretion as warranted by the exigencies of the case and the Member's specific circumstances. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or anyone else as defined by Pennsylvania School Code.

Near Relative – Whenever an Act 93 Management Team Member is absent because of the death of a near relative, there shall be no deduction in the salary of said Act 93 Management Team Member for absence not to exceed one (1) school day. However, if extensive travel is involved, additional time can be granted at the discretion of the Director. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in law or sister-in-law.

Q. PROFESSIONAL VISITATIONS, CONFERENCES & ORGANIZATIONAL MEMBERSHIPS

Act 93 Management Team Members are encouraged to participate actively in professional meetings and organizations which will assist the Act 93 Management Team Member to grow in service to the school. To this end, the Employer will consider for approval absences from duty for attendance at such meetings without loss of pay and will reimburse necessary expenses incurred in such attendance or memberships.

The Director shall establish the following conditions requisite to approval: Budgetary limitations, number of personnel requesting leave from the building on any one day, unnecessary duplication of visitations, conferences or memberships.

R. CREDIT (TUITION) REIMBURSEMENT

The Employer will pay each Act 93 Management Team Members up to \$12,000.00 per year for related coursework approved by the Director subject to the following provisions:

1. Act 93 Management Team Members must earn a grade of "B" or better and a pass for a pass/fail course.

Should the Act 93 Management Team Member terminate his/her employment in less than two (2) years following completion of the related course, the entire amount paid for the course must be reimbursed to the Employer prior to the date of termination.

2. Should an Act 93 Management Team Member who owes the Employer reimbursement for money advanced for a related course approved by the Director terminate his/her employment, or have his/her employment terminated, then whatever amount has not been repaid to the Employer will be deducted from the last payment due to the said Act 93 Management Team Member. In the event the Employer is not made whole by said deductions, the Employer reserves the right to take any necessary action in the Court of Common Pleas of Montgomery County to obtain said monies. The Employer reserves the right to seek costs from the court in conjunction with such an action.

S. SALARY ADJUSTMENT PLAN

Salary

1. Base Salary

On July 1, 2022 Act 93 Management Team Members will receive an increase not to exceed the base Act One index to their base salary subject to the Act 93 Management Team Member receiving a satisfactory rating on the Act 93 Management Team Member's annual performance.

Doctorate

Administrators attaining an earned Doctorate, in a pre-approved program by the Director, during the course of this Plan or those Administrators who already have a Doctorate degree in a field approved by the Director shall be entitled to receive a one-time stipend of \$1,500.

Performance /Merit based pay

Act 93 Management Team members will have the opportunity to earn performance-based pay in addition to the base salary at the discretion of the Director with any such bonus not to exceed 2%. Said bonus shall be made directly into the 403(b) account of the Act 93 Management Team member.

V. REASONABLE NOTICE OF INTENT TO RESIGN/RETIRE

For reasons other than serious illness or death, an Act 93 Management Team Member must give sixty (60) days written notice of his/her intent to terminate his/her employment to be eligible to receive any severance benefits as defined in this agreement.

W. RIGHT TO VIEW PERSONNEL FILES

1. An Act 93 Management Team Member shall have the right, upon request, during school office hours to review the contents of his/her personnel file and to copy all or any portion thereof. No material derogatory to an Act 93 Management Team Member's conduct, service, character, or personality shall hereafter be placed in his/her personnel file unless the Act 93 Management Team Member has had an opportunity to review the material and indicate review by signature thereon. It is understood that such signature shall not indicate any agreement with the contents. In the event the Act 93 Management Team Member, having been given such opportunity to read the material fails to acknowledge it by his/her signature, then a notation thereon by the Superintendent of Record or his representative that such opportunity was afforded the Act 93 Management Team Member will be sufficient to enable the material to be filed in the Act 93-Management Team Member's personnel record.

- 2. An Act 93 Management Team Member shall also have the right to submit a written answer within fifteen (15) days from the presentation to him/her of such materials. This answer shall be reviewed by the Superintendent of Record or his/her representative and be attached to the material being answered and filed with it in the Act 93 Management Team Member's personnel file. The Superintendent of Record shall have the right, after review of the material and answer, to cause the entire matter to be withdrawn from the Act 93 Management Team Member's personnel file.
- 3. The school shall not be requested to violate the confidentiality of letters of personal reference, reports of government agencies and similar documents. It may exclude such matter from any Act 93 Management Team Member's personnel file available to him/her for inspection.

Signature
JOINT OPERATING COMMITTEE
CHAIRPERSON

Signature
JOINT OPERATING COMMITTEE
SECRETARY



MEMORANDA OF MEET AND DISCUSS

FOR

PROJECT STAFF

Effective July 1, 2022 to June 30, 2023

PHILOSOPHY

The Central Montco Technical High School Project Staff Compensation Handbook is based on the philosophy that Project Staff shall consist of non-certificated specialized staff.

"Meet and Discuss" means the obligation of the employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employees: Provided, that any decisions or determinations on matters so discussed shall remain with the public employer and be deemed final on any issue or issues raised.

(Please note, that any employee of the Project Staff who was affiliated with the CMTHS Act 93 group, Support Staff CBA or Professional Staff CBA will receive no less than the same fringe and medical benefits as they had previously.)

EMPLOYEE CLASSIFICATIONS

Staff members in the below categories may be hired full-time or part-time. Staff members in federal, state or locally funded projects, will be hired for no longer than the term of the project.

Full-time employees shall be those who work a minimum of seven (7) hours per day, five (5) days per week, thirty-five (35) hours per week, and one hundred eighty-five (185) days per year. Any staff member working fewer hours shall be considered a part-time employee.

For the purpose of this handbook, the following definitions (or classifications) are applied:

Full time employees:

- a. Fulltime 12 month work 12 months or 261 days per year
- b. Fulltime 10 month work 10 months or 185-220 days per year

Part time employees:

The full time equivalent, or FTE, of a part time employee is equal to the percentage of time the part-time employee is hired to work as compared to a full-time employee in the same position.

Provisional employees:

New hires will be considered provisional employees for the first 90 days. After the first 90 days, a new employee will receive a performance evaluation and an unsatisfactory in any one category will lead to termination.

TERMS OF THE PROJECT STAFF COMPENSATION HANDBOOK

The term of this three-year meet and discuss shall begin on July 1, 2022 and shall continue through June 30, 2023. This applies to all items with the exception of those specified. It is understood that the plan may not be changed during the term of the agreement except by mutual agreement.

TIME FRAME FOR FUTURE PLAN

The parties shall notify each other no later than March 30, 2023 of the intent to meet.

The J.O.C. of Central Montco Technical High School hereby adopts this Memorandum of Meet and Discuss to set forth the following Project Staff Compensation Handbook:

1. HOLIDAYS (12 Month Staff Only)

Project Staff employees shall receive thirteen (13) holidays per year as scheduled by the Director.

2. VACATION DAYS (12 Month Staff Only)

Project Staff employees shall earn paid vacation days as follows:

- Twenty-one (21) days per year for the first five years of service, which shall accrue evenly throughout the member's work year.
- After completion of 5 years of service, employee will earn twenty-two (22) days of vacation each year, which shall accrue evenly throughout the member's work year.
- After completion of 10 years of service, employee will earn twenty-four (24) days of vacation each year, which shall accrue evenly throughout the member's work year.

Upon termination of employment for reasons other than dismissal, the Employer will make a non-elective contribution to the 403(b) plan of the Project Staff employee in an amount equal to a maximum of ten (10) earned, but unused vacation days. Payment for each day will be equal to the Project Staff employee's per diem rate for the year in which the day was earned.

A Project Staff employee may not use more than five (5) vacation days during their last sixty (60) days of employment. The Administrative Director will consider requests for use of additional days based on special circumstance.

3. PERSONAL LEAVE

Up to four (4) personal leave days per year shall be available to 12-month Project Staff employees, Three (3) for Ten-month project staff and one (1) for part time Project Staff employees. Staff must obtain approval from the Director prior to utilizing any personal

leave days. On July 1 of each year, any unused personal leave days from the prior year will convert to sick days.

4. SICK LEAVE

Sick leave days shall accumulate at the rate of fifteen (15) days per school year for the 12-month Project Staff employees and twelve (12) days per school year for the 10-month Project Staff employees and one (1) day for Part Time Project Staff employees.

5. RETIREMENT SEVERANCE PAYMENT

Retirement Severance Payment shall be given to any Project Staff employee leaving Central Montco Technical High School who meets the following three (3) requirements:

- a. has terminated service under satisfactory conditions and proceeds to retirement pursuant to PSERS,
- b. has completed at least five (5) years of continuous employment with Central Montco Technical High School,
- c. has completed at least five (5) years of credited service in the Pennsylvania Public School Employees Retirement System (PSERS).

The retirement severance payment will be made for each accumulated sick day at the rate of 50% of the Project Staff employee's final per diem salary for each such day. Compensation under this policy is based upon sick leave accumulated as an employee of Central Montco Technical High School only and does not include sick leave accumulated as an employee of any other school. In the event of the death of a Project Staff employee while in service, the Project Staff employee's beneficiary shall receive the appropriate benefits specified in this section of the compensation plan. Said contribution shall be made directly into the 403(b) account of the applicable Project Staff employee. The maximum compensation shall not exceed \$24,495. One of the following two (2) payment options is available.

- d. The payments may be received at the time of retirement,
- e. The payments may be received in two (2) equal payments, the first of which is due the first pay date in January of the year following retirement and the second of which is due the following January.

6. LIFE INSURANCE (Full Time)

The Employer will provide term life insurance in the amount of two times the base salary of the Project Staff employee while under the employ of the Employer.

7. DISABILITY INSURANCE (Full Time)

The Employer shall provide a disability plan which pays 66 2/3% of the Project Staff employee's salary per month with a waiting period of twenty (20) days.

8. SUPPLEMENTING WORKERS' COMPENSATION

If any Project Staff employee is absent due to an injury in the course of the Project Staff employee's employment, which is determined by the Bureau of Workers' Compensation to be compensable under the Pennsylvania Workers' Compensation Act, the absence will not be charged against the Project Staff employee's sick leave days, and the Employer will pay the Project Staff employee the difference between his/her salary and the weekly benefits paid to him/her under the Pennsylvania Workers' Compensation Act up to a maximum of two (2) years.

9. HEALTH INSURANCE/HOSPITALIZATION

Project Staff employees shall receive the same health, dental and prescription benefits as defined in the current Professional Negotiations Agreement.

10. PAYMENT IN LIEU OF HOSPITALIZATION AND MEDICAL INSURANCE

Any Project Staff employee, who can prove to the satisfaction of the Administrative Director, that he or she and his or her eligible dependents are covered under another medical insurance policy and therefore elect not to accept such coverage under this agreement, will receive two hundred dollars (\$200.00) per month in lieu of such coverage.

11. SUBSTITUTION OF INSURANCE CARRIERS.

The Employer may change insurance carriers for life insurance, hospitalization insurance, prescription drug program, income protection insurance and dental insurance, subject to the following restrictions.

- a. The Employer will notify Project Staff employees ninety (90) days in advance of any contemplated change in carrier and will, upon request, meet with a representative of the Project Staff and a representative of the carrier to review the proposed policy.
- b. In the case of a change involving hospitalization, surgical, and Major Medical Insurance, the carrier must be readily acceptable to area hospitals and usable by persons who require hospitalization while traveling.
- c. The benefits provided must be a substantial equivalent to those previously furnished.

12. PRESCRIPTION SAFETY GLASSES

The Employer shall pay that portion of the cost of eye examinations and the associated prescribed safety lenses not covered by insurance. The Employer will also pay a maximum of \$100.00 toward the cost of eyeglass frames. This plan has a limit of one examination and corrective lens every two (2) years.

13. JURY DUTY

Recognizing that Jury Duty is a civic responsibility of every United States citizen, the employer will pay Project Staff employees their full salary while serving on Jury Duty on the condition that the Project Staff employee remits any payment received by the Jury Board back to the employer. This remittance will serve as proof of Jury Duty.

14. TAX SHELTERED ANNUITIES

Upon application to the Business Office, forms may be filled out to have the necessary deductions made for tax sheltered annuities, provided the plan is offered by financial institutions approved by the Employer and otherwise consistent with the Employer's 403(b) plan.

15. BEREAVEMENT

Immediate Family – Whenever a Project Staff Member shall be absent from duty because of a death in the immediate family of said Project Staff Member, there shall be no deduction in salary of said Member for an absence not in excess of five (5) school days. Bereavement days must be taken within fourteen (14) calendar days of the death of the immediate family member. The Employer may extend the period of absence with pay and modify the period during which the bereavement days may be taken at its reasonable discretion as warranted by the exigencies of the case and the Member's specific circumstances. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or anyone else as defined by Pennsylvania School Code.

Near Relative – Whenever a Project Staff Member is absent because of the death of a near relative, there shall be no deduction in the salary of said Project Staff Member for absence not to exceed one (1) school day. However, if extensive travel is involved, additional time can be granted at the discretion of the Director. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in law or sister-in-law.

16. PROFESSIONAL VISITATIONS, CONFERENCES & ORGANIZATIONAL MEMBERSHIPS

Project Staff employees are encouraged to participate actively in professional meetings and organizations which will assist the Project Staff employee to grow in service to the

school. To this end, the Employer will consider for approval absences from duty for attendance at such meetings without loss of pay and will reimburse necessary expenses incurred in such attendance or memberships.

The Director shall establish the following conditions requisite to approval: Budgetary limitations, number of personnel requesting leave from the building on any one-day, unnecessary duplication of visitations, conferences or memberships.

17. CREDIT (TUITION) REIMBURSEMENT

The Employer will reimburse each Project Staff employee up to 12 Credits per year for related coursework approved by the Director subject to the following provisions:

- a. Project Staff employee must have the Director's pre-approval of the class in writing.
- b. Project Staff employee must earn a grade of "B" or better and a pass for a pass/fail course. Reimbursement will be made after the completion of the course, and after the director has received the official grade transcript and a copy of the receipt indicating payment of tuition.
 - Should the Project Staff employee terminate his/her employment in less than two (2) years following completion of the related course, the entire amount paid for the course must be reimbursed to the Employer prior to the date of termination.
- c. Should a Project Staff employee who owes the Employer reimbursement for money advanced for a related course approved by the Director terminate his/her employment, or have his/her employment terminated, then whatever amount has not been repaid to the Employer will be deducted from the last payment due to the said Project Staff employee. In the event the Employer is not made whole by said deductions, the Employer reserves the right to take any necessary action in the Court of Common Pleas of Montgomery County to obtain said monies. The Employer reserves the right to seek costs from the court in conjunction with such an action.

18. REASONABLE NOTICE OF INTENT TO RESIGN/RETIRE

For reasons other than serious illness or death, a Project Staff employee must give sixty (60) days written notice of his/her intent to terminate his/her employment to be eligible to receive any severance benefits as defined in this agreement.

19. COMPENSATION PLACEMENT

Salary placement for new employees will be as agreed between the parties – the parties being the Administration and the new hire.

20. COMPENSATION ADJUSTMENT PLAN

Base Salary

On July 1, 2022 Project Staff employees will receive an increase not to exceed the base Act One index to their base salary subject to the Project Staff employee receiving a satisfactory rating on the Project Staff employee's annual performance.

There will be no salary increase for an employee who receives an unsatisfactory rating. Salary increases for employees who received a needs-improvement will be at the discretion of the Director and shall be reduced from the standard increases noted above.

21. PERFORMANCE/MERIT BASED PAY

Each Project Staff employee will have the opportunity to earn performance-based pay in addition to the base salary at the discretion of the Director with any such bonus not to exceed 2%.

22. RIGHT TO REVIEW PERSONNEL FILES

A Project Staff employee shall have the right, upon request, during school office hours to review the contents of his/her personnel file and to copy all or any portion thereof. No material derogatory to a Project Staff employee's conduct, service, character, or personality shall hereafter be placed in his/her personnel file unless the Project Staff employee has had an opportunity to review the material and indicate review by signature thereon. It is understood that such signature shall not indicate any agreement with the contents. In the event the Project Staff employee, having been given such opportunity to read the material fails to acknowledge it by his/her signature, then a notation thereon by the Superintendent of Record or his representative that such opportunity was afforded the Project Staff employee will be sufficient to enable the material to be filed in the Project Staff employee's personnel record.

A Project Staff employee shall also have the right to submit a written answer within fifteen (15) days from the presentation to him/her of such materials. This answer shall be reviewed by the Superintendent of Record or his/her representative and be attached to the material being answered and filed with it in the Project Staff employee's personnel file. The Superintendent of Record shall have the right, after review of the material and answer, to cause the entire matter to be withdrawn from the Project Staff employee's personnel file.

The school shall not be requested to violate the confidentiality of letters of personal reference, reports of government agencies and similar documents. It may exclude such matter from any Project Staff employee's personnel file available to him/her for inspection.

Signature JOINT OPERATING COMMITTEE CHAIRPERSON	Date	
Signature IOINT OPERATING COMMITTEE SECRETARY	Date	

NOELLE THERESA PUMO

EXPERIENCE

Einstein Medical Center Montgomery

East Norriton, PA

Wound Care and Hyperbaric Treatment

2017-Present

- Management of patients with venous, arterial, diabetic, surgical, and other miscellaneous etiologies
- Application, maintenance and education of wound VACS, grafts, and casts
- Advanced level of treatment, nutrition, and education for accelerated wound healing
- Post-surgical care, management, and debridement with advanced dressing applications
- Certified in hyperbaric oxygen treatments and education
- Expeditious patient care and flow throughout the department

Intensive Care Unit

2016-2017

- Stabilization of patients with post-surgical cardiac and medical complications
- Discharge/follow up education, wound care/wound VACS, product treatments
- Phlebotomy, intravenous skills, performing EKG's, Blood glucose testing and assisting with procedures

Emergency Department Charge Nurse

2012-2016

- Responsible for staff scheduling and team assignments
- Facilitating patient flow and advocating for patients, their families and staff
- Educational resource for new and current employees
- Organize and conducted Staff meetings
- Instrumental in developing new policies and implementing positive change

Lehigh Valley Health Network

Allentown, PA

Emergency Department Registered Nurse

2007- 2012

- Hands on experience in both Adult and Pediatric Emergency Departments
- Experience with many levels of patient care; wound care, intensive care, pediatrics, trauma, medical/ surgical and telemetry
- Direct patient care, patient education, phlebotomy, intravenous skills, performing EKG's, Blood glucose testing, assisting in procedures
- Triage and Trauma responsibilities
- Precept new employees, graduate nurses, student nurses
- Member of the scheduling, core triage and Education committees

Center for Technical Studies

Plymouth, PA

2005- 2009

Substitute teacher for Allied Health Technology

- Instructed students in safety and first aid, Anatomy and Physiology, medical terminology, wound care, numerous health care related topics, skills, legal issues
- Liaison to students on clinical rotations at Mercy Suburban Hospital
- Mentor to students who were interested in various health care fields
- Supervised student shadows in nursing field

Mercy Suburban Hospital

Norristown, PA

Intensive care/Emergency Department Registered Nurse

2004-2008

- Patient care, wound care/wound VACS, patient education, phlebotomy, intravenous skills, performing EKG's, Blood glucose testing, assisting in procedure
- Experience as a charge nurse, Staff assignments, patient assignments and triage
- Assist in the orientation of new staff
- Experience with Telemetry, geriatric psychiatry, intensive care and emergency department Care

Nursing Assistant

1998- 2004

• Supported patient care in the Intensive care, Cardiopulmonary, Senior Behavioral Health, Medical-Surgical and Emergency departments

NOELLE THERESA PUMO

EDUCATION

Gwynedd Mercy University, Gwynedd, Gwynedd, PA-- Bachelor's of Science Degree in Nursing

2012- 2014

Gywnedd Mercy College, Gywnedd, PA -- Associates Degree in Nursing

2002-2004

Chair of the pinning ceremony, organized fundraisers and meetings, appointed positions in the committee

Montgomery County Community College, Blue Bell, PA

1999- 2001

Completed Nursing prerequisites and some Associate degree courses

Norristown Area High School, Norristown, PA -- High School diploma

1995- 1999

Member of the National Honor Society, President of the Youth Extension Services. Member of student counsel

Central Montco Technical High School, Plymouth, PA

1997-1999

Graduated and received a certificate of completion member of HOSA/ VICA

LICENSURE/ CERTIFICATIONS

- PA State board of Nursing, Registered Nurse/Active
- CPR: Active
- Certificate of course Completion in Frontline Leadership & Management
- Dysrhythmia course, Critical care course
- Trauma, burn, pediatrics, neurological and cardiac courses
- Comprehensive Crisis Management Training
- AIDET training
- Hyberbaric oxygen certification

TECHNICAL SKILLS/ PROFICIENCIES

- Leadership skills
- Time management skills
- Charge nurse experience
- Scheduling responsibilities
- Experience in many levels of patient care
- Management of wound care patients
- Pediatric level of care
- · Mentor to nursing students and graduate/newly licensed nurses, residents/interns, and new hires.
- Experience with vast amounts of medical equipment
- · Computer/ programs abilities with Microsoft office, Documentation programs, and various other computer programs

AWARDS

Distinguished Alumni of Central Montco Technical High School, 2015

REFERENCES

Available upon request

JOSHUA B. TAYLOR

IT Support Technician

Customer/client/teacher/parent/student focused and dynamic Technical Support specialist with over eight years' experience in technical support and client relations field. Well versed in configuration, installation, and maintenance of Cisco IOS (Routers, Switches, and Firewalls), Microsoft Windows 7/10, Mac products, Windows Server 2008/2012, and Cat5, Cat5e, Cat6, and Coaxial cabling. Proven ability to create and deliver technology solutions tied to business growth, organizational development, and system optimization. Proven strong communication, technical abilities with flexible and analytical skills and also having keen eye for details; skilled at synthesizing and editing information to achieve overall objectives.

AREAS OF EXPERTISE **Technical Support** Network Administration **Problem Solving** Software/Hardware Installations Communication Skills **Process Improvement Troubleshooting Skills Programming Logic** System Administration Google Admin Console **System Center Configuration SCUP & WSUS** VMWare / Hyper V **Desktop Support** Cisco IP Phones / Fuze / Five9 Windows/Mac Imaging Team oriented Jamf / Mitel / Mac repair RECENT PROFESSIONAL EXPERIENCE

21ST CENTURY CYBER CHARTER SCHOOL, Lansdale, PA Technical Support Assistant

2021 - Present

- Helped Script Ardruinos for Macbook imaging
- Trained in Macbook pro and Macbook air computer repair.
- Trained in Jamf usage
- Offered front-line technical support to the parents, students, or staff on the phone, online and on site; assessed
 nature of the customer's problem and resolved simple, moderate and complex problems.

OFFICE PRACTICUM, Fort Washington, PA Helpdesk Technician

2019 - 2021

- Demonstrate strong organizational skills through evaluating and prioritizing end-user issues in an effort to minimize interruptions and response times.
- Shoulder the responsibility for administering active directory, group policy, Google account, laptop/desktop, Slack
- Actively demonstrated strong communication skills with team members and gave input to help other problems.
- Helped with moving the company to almost 100% Work From Home because of COVID-19.

ADDITIONAL PROFESSIONAL EXPERIENCE

IT Support Technician (2018-2019) at North Montco Technical High School

Coordinator of Technical Services (2017 - 2018) at Central Montco Technical High School

Help Desk Support and Networking Technology Teaching Assistant (2012 - 2017) at Central Montco Technical High School

EDUCATION

Bachelor's Degree in Applied Science in Computer Science, University of Phoenix (In View)

Associates in Applied Sciences in Computer Networking, Montgomery County Community College, 2015 (GPA: 3.5)

Networking Technology Program, Central Montco Technical High School, 2010

PROFESSIONAL CERTIFICATIONS: CompTIA Network+ Certification | C-Tech Copper Cabling Specialist Certification | Leviton Certified Network Solutions Installer | Certified Copper Cabling Installer