



JOINT OPERATING COMMITTEE MEETING

April 2, 2025

6:30 P.M.

DIRECTOR'S REPORT

- ITEM # 1: Recommend approval of Create-A-Cook, LLC to lease space from June 23, 2025, to August 7, 2025, to host a summer cooking program at CMTHS with use of kitchen, kitchen equipment and classroom for a fee of \$3,850.14. (Attachment # 1)
- ITEM # 2: Recommend approval for six students to attend the Montco Now Networking Event on April 9, 2025, for students to network and gain insight into their future careers. Trip chaperone is Melissa Zimmerman, Healthcare Science Instructional Assistant. Trip is at no cost to CMTHS or students. (Attachment # 2)
- ITEM # 3: Recommend approval for Collision Repair class to attend field trip to Automotive Training Center on April 22, 2025, for tour of facility. Trip is at no cost to CMTHS or students. (Attachment # 3)
- ITEM # 4: Recommend 15 Building Trades students to attend Eastern Atlantic States Carpenters Technical Centers Annual Open House on May 2, 2025, to learn about workforce development and Union Apprenticeships. Trip is at no cost to CMTHS or students. (Attachment # 4)
- ITEM # 5: Recommend change of employment status for the 2025-2026 school year, beginning July 1, 2025, for the following employees:
- Randy D'Angelo, Project Staff to Instructional Assistant, Support Staff (221 days)
Jenelle Gaines, Project Staff to School Nurse, Support Staff (190 days)
Thomas Thompson, Project Staff to Act 93 (261 days)
- ITEM # 6: Recommend increase in salary for the following employee:
- Sandra Brower, School Counselor G13 to H13 (Masters + 45)

ITEM # 7: Recommend approval of two additional substitutes: (Resumes attached)

Name: Troy Chiddick
Program: building-wide
Rate: \$130.00/day

Name: Stacey Marshall
Program: building-wide
Rate: \$130.00/day

ITEM # 8: Recommend adoption of the following policies: (Attachment # 5)

Policy # 103.1
Policy # 126.1

Nondiscrimination – Qualified Students with Disabilities
Evaluations of Instructional Programs

DR. ANGELA KING
EXECUTIVE DIRECTOR

FACILITY UTILIZATION AGREEMENT

THIS AGREEMENT, made this 31 day of January, 2025, by and between the **CENTRAL MONTCO TECHNICAL HIGH SCHOOL**, a public vocational-technical school organized under the Pennsylvania Public School Code, as amended, with administrative offices located at 821 Plymouth Road, Plymouth Meeting, Pennsylvania 19264 (hereinafter referred to as "School"),

A N D

CREATE-A-COOK, LLC, a cooking school with its principal place of business located at 150 Carters Mill Rd, Trevose, Pennsylvania 19053, (hereinafter referred to as "Create").

W I T N E S S E T H:

WHEREAS, Create offers a seven week summer program that introduces culinary arts and baking and pastry arts to 8 to 17 year old students; and

WHEREAS, the School is agreeable to allowing Create to use the School's facilities to hold their summer program.

NOW, THEREFORE, in consideration of the mutual covenants to be performed, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall be from **June 23, 2025** through **August 7, 2025**.

2. **PURPOSE.** Create shall use the School's facilities for the following purpose, and for no other:

- (a) the Create-a-Cook Summer Cooking Program.

3. Create has requested and the School has agreed to allow Create to use the following:

- a) A Kitchen;
- b) Kitchen equipment; and
- c) Classroom tables.

4. CREATE'S OBLIGATIONS.

a) Create will pay the School a facility use fee in the amount of THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND FOURTEEN CENTS (\$3,850.14) for use of the School's facility.

b) Create shall not use, access or enter upon any portions of the school facilities or their contents not specified in the approved written request form.

c) Create shall refrain from any conduct or activities not specifically identified in the approved written request form.

d) When advertising or promoting activities held at school facilities, Create shall clearly communicate that the activities are not being sponsored by the School.

e) Create accepts liability for any damage to or loss of equipment while in their use.

5. Create may not assign this Agreement without prior written approval of the School.

6. Create acknowledges that the use of the facilities subject to this Agreement is of substantial benefit to Create, and in consideration of School's agreement to allow Create use of the facilities, Create agrees to hold the School harmless for any property damage or any injuries

to persons arising out of the negligence of Create, and Create agrees to reimburse the School for any expenses the School may incur as a result of any claims made against the School as a result of the negligent acts of Create.

7. The School represents and warrants that School's execution and delivery of this Agreement has been authorized by the JOINT OPERATING COMMITTEE OF THE CENTRAL MONTCO TECHNICAL HIGH SCHOOL and that no further action on the part of the School is necessary to authorize this Agreement. This Agreement constitutes a valid and binding obligation of the School and Create in accordance with the terms of this Agreement.

8. AFFIRMATIVE COVENANTS OF USE OF FACILITIES. Create covenants and agrees that they will, without demand:

(a) Repairs. Repair all damage to the Premises which is caused by Create or their invitees; keep the same in good order and repair as they now are, reasonable wear and tear and damage by accidental fire or other casualty or incident not occurring through negligence of Create or their invitees excepted. Create agrees to surrender the Premises in the same condition in which Create has herein agreed to keep the same during the continuance of this Agreement.

(b) Requirements of Public Authorities. Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Create or their use of the Premises, and save the School harmless from penalties, fines, costs or damages resulting from its failure to do so.

(c) Fire. Use every reasonable precaution against fire.

(d) Rules and Regulations. Comply with rules and regulations of the School promulgated as hereinafter provided.

(e) Surrender of Possession. Peaceably deliver up and surrender possession of the Premises to the School at the expiration or sooner termination of this Agreement, promptly delivering to the School at its office all keys for the Premises or the Building.

(f) Notice of Fire. etc. Give to the School prompt written notice of any accident, fire, or damage occurring on or to the Premises.

(g) Liability Insurance. Create must maintain liability insurance to cover injuries to persons in the minimum amount of \$1,000,000.00 and cover damage to property in the minimum amount of \$1,000,000.00. Such liability insurance will cover injury and damage to third parties, including the School. In addition, Create will provide the School with a Certificate of Insurance as evidence of Worker's Compensation Insurance coverage. At the time of the execution of this Agreement, Create will provide the School with written certificates of insurance setting forth the minimum amounts required plus a written assurance from the insurer that the coverage will not be cancelled without thirty (30) days written notice to the School.

(h) Responsibility. Create shall assume full responsibility and legal liability for the proper operation of its educational program to be operated on the Premises.

(i) Indemnification. Except to the extent arising out of the negligence or willful misconduct of the School, its directors, officers, agents, workers, servants or employees, Create shall indemnify and hold the School, its directors, officers, agents, workers, servants and employees harmless against and from liability and claims of any kind for loss or damage to the property of the School or any other person, or for any injury to or death of any person, arising out of (i) Create's use and occupancy of the Premises; (ii) any breach or default by Create of any of Create's obligations under this Agreement; (iii) any negligent or otherwise tortious act or omission of Create. Create

shall, at Create's expense, defend the School, its directors, officers, agents, workers, servants and employees in any action or proceeding arising from any such claim by counsel reasonably satisfactory to the School and shall indemnify the School against all costs, attorney's fees, expert witness fees and any other expenses incurred in or for such action or proceeding. As a material part of the consideration for the School's execution of this Agreement, Create hereby assumes all risk of damage or injury to any property or person, permitted by Create to be on or about the Premises, or from any cause, but Create shall not be liable for any damage or injury caused by the negligence or willful misconduct of the School, its directors, officers, agents, workers, servants or employees. In claims against any person or entity indemnified hereunder by any employee of Create, anyone directly or indirectly employed by Create, or anyone for whose acts Create may be liable, the indemnification obligation set forth in the preceding paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Create under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. NEGATIVE COVENANTS OF CREATE. Create covenants and agrees that they will do none of the following things without the consent in writing of the School first had and obtained:

- (a) Use of Premises. Occupy the Premises in any other manner or for any other purpose than as above set forth.
- (b) Assignment. Assign this Agreement, or permit any other person, firm or corporation to occupy the Premises, or any part thereof; nor shall any assignee without written consent by School, and without such consent no such assignment shall be valid.

(c) Alterations, Improvements. Make any alterations, improvements, or additions to the Premises.

10. SCHOOL'S RIGHTS.

The School expressly retains the following rights:

(a) Inspection of Premises. At all reasonable times by itself or its duly authorized agents, to go upon and inspect the Premises and every part thereof, and/or at its option to make repairs, alterations and additions to the Premises or the Building.

(b) Rules and Regulations. At any time or times and from time to time to make such rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises or the Building, and for the maintaining thereof. Such rules and regulations shall, when notice thereof is given to Create, form a part of this Agreement. Notwithstanding the foregoing, any and all rules imposed upon Create shall automatically be considered rules and regulations of the School imposed upon Create hereunder.

(c) Termination Right. To terminate this Agreement immediately and regain possession of the Premises in the event said Premises are needed to provide instructional area for School's public school pupils. The School will make every reasonable effort to work with Create in adjusting the use of schedules for the use of the facilities so that, if possible, both may operate their respective programs therein. The School further retains the exclusive right to terminate this Agreement immediately and regain possession of the Premises in the event Create determines to sell, transfer, or otherwise abandon its interest in the Building.

11. RESPONSIBILITY OF THE SCHOOL.

(a) Total Destruction of Premises. In the event that the Premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of Create, that the same cannot be repaired or restored within a reasonable time, this Agreement shall absolutely cease and terminate. Notwithstanding the foregoing, if comparable facilities exist at the Building, then the School and Create may agree to relocate the Premises to such facilities within the Building, upon the same terms and conditions hereunder, for the remainder of the Agreement.

(b) Partial Destruction of Premises. If the damage caused as above be only partial and such that the Premises can be restored to their then condition within a reasonable time, the School may, at the School's option, restore the same with reasonable promptness, reserving the right to enter upon the Premises for that purpose. The School also reserves the right to enter upon the demised Premises whenever necessary to repair damage caused by fire or other casualty to the Building, even though the effect of such entry be to render the Premises or a part thereof tenantable. Notwithstanding the foregoing, any and all rules imposed upon School or anybody or organization having control over the Premises or the Building shall automatically be considered rules and regulations of the School imposed upon Create hereunder.

(c) Repairs by the School. The School shall make such election to repair the Premises or terminate this Agreement by giving notice thereof to Create within thirty (30) days from the day the School received notice that the Premises had been destroyed or damaged by fire or other casualty.

(d) Damage for Interruption of Use. The School shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building, the interruption in the use of the Premises, the relocation of Create to comparable facilities within the Building or the termination of this Agreement by reason of the destruction of the Premises.

(e) Representation of Condition of Premises. The School has let the Premises in their present condition and without any representations on the part of the School, its officers, employees, servants and/or agents. It is understood and agreed that the School is under no duty to make repairs or alterations at the time of letting or at any time thereafter.

(f) Utilities. The School, at its expense, shall provide all utilities required by Create, including heat, electricity and water. The School shall be responsible for maintaining the heating, plumbing, electricity and other similar utilities in good working order at all times during the term of this Agreement and any extension hereof, shall bear the costs and expense of repair and maintenance of same, excepting any damage caused by the negligence of Create or their invitees. The telephone system for the Building will be held available to Create by the School for local calls only. The School shall not be responsible for the cost of calls other than local calls, and the cost of such calls shall be deemed additional rent hereunder.

(g) The School agrees to be responsible for all maintenance and repairs to the structure and exterior of the Building in which the Premises are located and to keep the same in good repair during the term of this Agreement and any extension hereof.

(h) The School agrees to be responsible for all snow and trash removal and exterminating services. The School shall provide all necessary general maintenance of grounds,

provide necessary cutting of grass, and keep the facility in which the Premises are located in generally good repair.

12. NOTICES. All notices required to be given by either party shall be forwarded by registered mail, return receipt requested, and regular mail, first class postage prepaid, at the addresses set forth herein, or such other address as designated by the parties in writing.

13. AGREEMENT CONTAINS ALL AGREEMENTS. It is expressly understood and agreed by and between the parties hereto that this Agreement sets forth all the promises, agreements, conditions and understandings between the School or its agents and Create relative to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the School or Create unless reduced to writing and signed by them.

14. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to the law of conflicts of law.

15. SEVERABILITY. Any provision contained in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. **FORCE MAJEURE.** Any prevention, delay or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance by such party for a period equal to the duration of such prevention, delay or stoppage, except where such performance is the payment of rental or other charges to be paid by Create pursuant to the provisions of this Agreement.

17. **PREPARATION OF AGREEMENT.** The parties acknowledge and agree that, because all parties participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of or against any party hereto.

18. This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CENTRAL MONTCO TECHNICAL HIGH SCHOOL

Attest: _____

By: _____

Date: _____

CREATE-A-COOK, LLC

Attest: _____

By: _____

Date: _____

Field Trip Request Form

Sent Today At 7:50 AM By Melissa Zimmerman

Workflow Step 1 | Form Entry | Melissa Zimmerman

Submitted by Melissa Zimmerman on 03/26/2025 at 7:54 AM

Legal Name

Staff Submitting Form

First Name
Melissa

Last Name
Zimmerman

Purpose of trip*

Field Trip - One time

Work-based Learning - Multiple times

Student Organization

Select Program/CTSO *

Other

Other Group Name

Which session(s) attending field trip?*

AM Session

PM Session

BOTH

Multi-Group

Name of the Location
MCIU

Address

Trip Location

Address 1
2 W Lafayette

City
Norristown

State
Pennsylvania

Zip Code
19401

Are there Multiple Trips to Same Location?

Yes

No

Please enter the date of the first of multiple trips or one-time trip. Please notify Ms. Mason of the additionally scheduled trips.

Date of First or Only Trip*
04/09/2025

Departure Time from CMTHS*
8:15 AM

Pick up Time from Trip Location*
10:00 AM?

Return Time back to CMTHS*
10:30/11:00 AM?

Bus Transportation Cost

Program Fan Pledge Fund

Other Fund

Other Fund Account

--

Van - Reserve in Skedda

Small Van

Approximate # Students*
6

Approximate # of Chaperones*
1

Head Chaperone's First & Last Name*
Melissa Zimmerman

Head Chaperone's Cell Phone #*
6103507039


Approximate Cost of Trip*
\$0

File Upload(s)

Upload Information

No files uploaded

Maximum file size: 50 MB

 Link will display here

Workflow Step 2 | Review & Approve (Or Deny) | James Brunken

Submitted by James Brunken on 03/26/2025 at 8:09 AM

James Brunken 

Signed:
James Brunken
Time:
Today at 8:09 AM
IP Address:

User:
James Brunken
Email:
jbrunken@cmths.org

216.162.93.11, 107.154.68.28

Workflow Step 3 | Review Form | Tamara Washington

Field Trip Request Form

Sent Fri At 7:15 AM By Michael Navarra

Workflow Step 1 | Form Entry | Michael Navarra

Submitted by Michael Navarra on 03/21/2025 at 10:20 AM

Legal Name

Staff Submitting Form

First Name
Michael

Last Name
Navarra

Purpose of trip*

Field Trip - One time

Work-based Learning - Multiple times

Student Organization

Select Program/CTSO *

Collision

Other Group Name

Which session(s) attending field trip?*

AM Session

PM Session

BOTH

Multi-Group

Name of the Location

Automotive Training Center

Address

Trip Location

Address 1

900 Johnsville Boulevard

City

Warminster

State

Pennsylvania

Zip Code

18974

Are there Multiple Trips to Same Location?

Yes

No

Please enter the date of the first of multiple trips or one-time trip. Please notify Ms. Mason of the additionally scheduled trips.

Date of First or Only Trip*
04/22/2025

Departure Time from CMTHS*
8:30 AM

Pick up Time from Trip Location*
1:00PM

Return Time back to CMTHS*
1:45PM

Bus Transportation Cost

Program Fan Pledge Fund

Other Fund

Other Fund Account

Van - Reserve in Skedda

Approximate # Students*
46

Approximate # of Chaperones*
3

Head Chaperone's First & Last Name*
Michael Navarra


Head Chaperone's Cell Phone #*
267-987-7559

Approximate Cost of Trip*
0

File Upload(s)

Upload Information

No files uploaded

 Link will display here

Comments

Automotive Training Center has offered to provide bus travel and lunch for the students

Workflow Step 2 | Review & Approve (Or Deny) | James Brunken

Submitted by James Brunken on 03/24/2025 at 7:14 AM

James Brunken 

Signed:
James Brunken
Time:

User:
James Brunken
Email:

Mon at 7:12 AM
IP Address:
216.162.93.11, 107.154.68.28

jbrunken@cmths.org

Comments

We will be able to allocate one other chaperone besides the Collision Repair instructor. I suggest reaching out to Mr. Hadrick as the 2nd chaperone.

Workflow Step 3 | Review Form | Tamara Washington

Submitted by Tamara Washington on 03/24/2025 at 8:02 AM

Field Trip Request Form

Sent Today At 12:23 PM By David Ayres

Workflow Step 1 | Form Entry | David Ayres

Submitted by David Ayres on 03/28/2025 at 12:31 PM

Legal Name

Staff Submitting Form

First Name
David

Last Name
Ayres

Purpose of trip*

Field Trip - One time

Work-based Learning - Multiple times

Student Organization

Select Program/CTSO *

Building Trades

Other Group Name

Which session(s) attending field trip?*

AM Session

PM Session

BOTH

Multi-Group

Name of the Location
Carpentry Union Annual Open House

Address

Trip Location

Address 1
10401 Decatur Road

City
Philadelphia

State
Pennsylvania

Zip Code
19154

Are there Multiple Trips to Same Location?

Yes

No

Please enter the date of the first of multiple trips or one-time trip. Please notify Ms. Mason of the additionally scheduled trips.

Date of First or Only Trip*
05/02/2025

Departure Time from CMTHS*
8:00 am

Pick up Time from Trip Location*
12:30

Return Time back to CMTHS*
1:30

Bus Transportation Cost

Program Fan Pledge Fund

Other Fund

Other Fund Account
--

Van - Reserve in Skedda

Large Van

Approximate # Students*
15

Approximate # of Chaperones*
2

Head Chaperone's First & Last Name*
David Ayres

Head Chaperone's Cell Phone #*
2157913733


Approximate Cost of Trip*
\$0.00

File Upload(s)

Upload Information

 [EASCTC-Philadelphia-Open-House-Invite.pdf](#)

Maximum file size: 50 MB

 Link will display here

Workflow Step 2 | Review & Approve (Or Deny) | James Brunken

Please Sign*

--

Workflow Step 3 | Review Form | Tamara Washington



Eastern Atlantic States

CARPENTERS TECHNICAL CENTERS

ANNUAL OPEN HOUSE

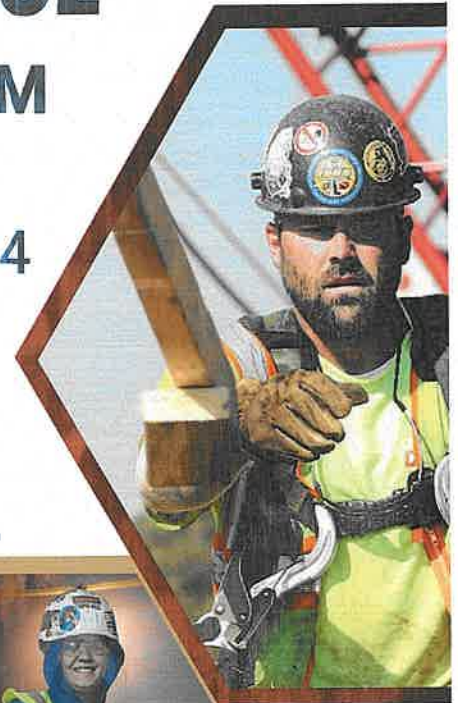
May 2nd | 8:00 AM - 4:00 PM

10401 Decatur Road,

Philadelphia, Pennsylvania, 19154

The EAS Carpenters Technical Centers Philadelphia invites you to their Annual Open House. Come see what true workforce development looks through the skilled union apprentices affiliated with the EASRCC, employed by EAS Signatory Contractors.

- ✓ Watch the thrilling competition to crown the top apprentice
- ✓ Try hands on learning activities for you and your students and workforce development cohorts
- ✓ Meet your local elected officials and community leaders
- ✓ Enjoy all day food and drinks

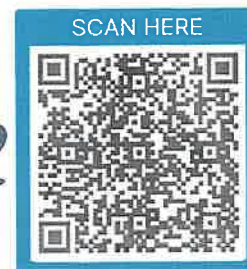


Eastern Atlantic States

REGIONAL COUNCIL OF CARPENTERS



OR



TROY CHIDDICK

SUMMARY

Highly motivated and dynamic professional with extensive Management, Administration, Accounting, Training, Strategic Leadership, Nonprofit, and Higher Education experience with a focus on building collaborative relationships.

Versatile business manager with strong leadership, core accounting, strategic planning, lifelong learning, diversity, and human resource skills. Core competencies to ensure that an organization has the capability to serve internal stakeholders, external customers, and partners with a focus on meeting goals.

AREAS OF EXPERTISE

MANAGEMENT

- Forward thinker that can align organizational goals and develop strategic plans
- Excellent communication skills
- Organized and self-motivated
- Ability to monitor key performance metrics

ACCOUNTING

- Knowledge and practical application of GAAP (Generally Accepted Accounting Principles)
- Knowledge of financial and managerial tools including target costing and constraint analysis to improve upon business decisions.
- Ability to address decisions in such areas as sales and marketing, human resources, and acquisitions that are impacted by accounting information

ORGANIZATIONAL LEADERSHIP

- Ability to thrive in fast paced environment
- Systems thinker, with the ability to holistically bring together stakeholders and teams across an organization
- Proven expertise with large-scale organizational strategic initiatives

PROFESSIONAL DEVELOPMENT

- Experience leading and development of people in highly collaborative environment
- Proven record of creating an inclusive and diverse work environment
- Commitment to prioritize employee development and set goals to contribute to team projects

EXPERIENCE

Philadelphia Youth Basketball, Philadelphia, PA

May 2023 - August 2024

Controller

Responsible for oversight of accounting and financial reporting activities, preparing financial statements on behalf of Philadelphia Youth Basketball Inc, Sixth Man Center Inc, pursuing Transformation Inc, leading presentations to the PYB Board (including the Budget & Finance Committee), establishing controls and policies for finance & accounting, and managing internal & external accounting resources. Report to the Chief Operating Officer (COO) to improve financial and accounting systems in the transition to the site-based operations of the PYB campus.

- Managed and monitored all accounts, ledgers, and reporting systems ensuring compliance with appropriate GAAP standards, regulatory requirements and requirements of private contributions, loans, and government grants.
- Collaborated with cross-functional partners in Programming and Operations to ensure plans are properly executed
- In conjunction with the COO, established financial and operating benchmarks, program monitoring, and reporting standards on a monthly, quarterly, and annual basis.

- Implemented consistent accounting policies, practices, and procedures upholding federal, state, and local legal standards by remaining knowledgeable about existing, new, and future legislation.
- Provided comprehensive financial updates to COO, PYB Board, and Budget and Finance Committee, by measuring, analyzing, and reporting appropriate data points.
- Performing budget variance review on a monthly, quarterly, and annual basis.

Community Council Health Systems, Philadelphia, PA

October 2021 – May 2023

Chief Financial Officer

Chief accounting executive responsible for structuring cost regulation and capital decisions to provide holistic, geographically accessible, culturally sensitive, and coordinated mental health services in one of the City of Philadelphia's original 12 Base Service Units. Communicate directly with the Chief Executive Officer to direct costs and benefits of fiscal actions.

- Directed oversight in preparing of financial statements, business activity reports, and financial position reports
- Maintained current knowledge of organizational policies and procedures and state policies and procedures
- Supervised, monitored, and evaluated staff performing financial reporting accounting, billing, collections, and payroll duties
- Conducted audits of organization accounts and financial transactions to ensure compliance with state and federal requirements and statutes
- Managed payables, receivables, and perform interdepartmental communication.
- Monitored financial activities and such as reserve levels to ensure all legal and regulatory requirements are met
- Supervised completion of the annual audit and 990s in a timely manner in partnership with selected auditors

Education, Arts, & Sports, King of Prussia, PA

Summer 2008 – Present

Director

Passionate and motivated leader of sports, education, and arts program. Ensure the promotion of all activities, programming, growth, safety, member satisfaction and retention through program participation. Oversee operations of all yearly programming for more than 1000 yearly participants aged 5-14

- Launch of Summer Basketball Youth Sports Leadership Academy
- Expansion of Fall, Spring, & Summer programs to Limerick, Pennsylvania
- Maintain ongoing communication with members and participants.
- Retain high membership conversion ratios through improved program participation
- Conduct ongoing assessment and evaluation of programming performances and implement program changes and/or enhancements as needed

Upper Merion Area School District, King of Prussia, PA

July 2020 – Present

Adopt a shared vision based on community beliefs to guide local education. Support long-term plans and revisit annually. Review and adopt policies and allocate resources to support teaching and learning. Advocate for families and children through strong partnerships.

School Board Director (currently vice president)

- Appointed to the School Board to assist the Board and District in improving equity throughout the District.
- Contributing to discussions for Board to address COVID-19 response, strategic financial, planning and high school reconstruction project
- Over 10 years of experience in educational leadership and execution of multi-year strategic plans

Chair of Finance Committee

December 2020 – December 2021

- Serve as the principal liaison between the committee and the school board,
- Develop and approve minimum annual operating budget of 110 million dollars within the finance committee.
- Monitor adherence to the budget.
- Establish a projected budget of expenditures and income for the current year and ensuing year.
- Set long-range financial goals along with funding strategies to achieve them.
- Integrate strategic plan objectives and initiatives.

Rosemont College, Rosemont, PA

February 2013 – April 2021

Dean of Students

Senior Administrative Officer responsible for all areas of student life in the undergraduate college.

In addition to advisory services provided directly to students and programming related to student development. Responsibilities include the oversight of Counseling Services, Wellness Center, Residence Life, Leadership Engagement, and Post Graduate Success including Career Services.

- Proven leader in the development, implementation and evaluation of policies and regulations pertaining to student life.
- Oversight of mentoring and gateway programs that establishes a culture where diversity is encouraged and where students learn to respect differences and value others, take responsibility for their actions, and exercise leadership.
- Provide training to professional and support staff in administering the student affairs budget.
- Administer the policies and regulations of the College as they pertain to student conduct, including judicial and disciplinary procedures.
- Collaborate with Student Affairs staff, student groups and other members of the College community to develop a variety of extracurricular programming assuring integration with the mission and academic life of the institution and supporting student's personal growth and development.
- Committed to working with the College to improve the enrollment with a focus on equity and diversity of the student body by facilitating Student Affairs participation at Admission events.
- Collaborate with the Academic Dean and the Student Academic Support Center to develop, promote and contribute to our Gateway Mentoring Program, including the development of academic interventions and academic support services.
- Work collegially with the Vice President for Enrollment Management to improve enrollment and retention.
- Supervise orientation process for all incoming students and their families.
- Keynote speaker at new student advising panels, orientation and college Founder's Day.
- Provide counseling and advising to students with skill in conflict resolution, negotiation and counseling referrals.
- Undertake additional special projects as assigned by the Provost/VP of Academic and Student Affairs.
- Active participation in the following committees to contribute to the betterment of Rosemont College and its relationships with the community it serves:
 - COVID-19 Response Task Forces
 - Co-Chair Commission for the Legacy of Slavery at Rosemont College, Co-Chair
 - Articulation Committee, Chair
 - Academic Standings Committee, Co-Chair
 - Retention Committee
 - Admissions Review Board
 - First-Year Seminar Connections Committee

Adjunct Instructor, Accounting

August 2008 – Spring 2020

- Provide a strong foundation in areas of financial accounting and reporting, cost and managerial accounting, auditing, and federal income taxation.
- Collaborate with business department discipline coordinator, faculty, and peers to evaluate, revise, and develop curriculum to cultivate the mastery of course content.
- Provide students with frequent, timely assessment of and clear feedback regarding academic performance.
- Academic advising for declared accounting majors to prepare students to have insight into the language, theory, and principles of accounting for careers in the private sector, industry, governmental, not-for-profit, and public accounting.
- Strictly honor the privacy and security of student records and other sensitive information according to appropriate state, federal and college regulations, policies and procedures.

Director of Student Academic Support & Assistant Academic Dean

August 2008 – February 2013

Management of all departments, staff, projects and activities within Student Academic Support Center to including Academic Advising, Placement Testing, Tutoring, Internships, Study Abroad Programs, and Service Learning.

- Coordinated student academic support resources to create a student-supportive environment
- Established student programs and workshops based on evaluation of student data
- Worked with Admissions to plan registration for new incoming students
- Reviewed student files and made recommendations for placement testing and academic advising
- Implemented StrengthsQuest strength-based advising program to cater to individual student needs
- Created a collaborative environment between faculty and staff to serve student needs
- Developed and implemented record-keeping strategies
- Evaluated and upgraded technological resources

- Instructed Undergraduate courses in Accounting, Business Management and First Year Seminar
- Chaired Academic Standings Committee which makes final determinations of probationary status and academic dismissal
- Member of Articulation committee to develop agreements with other Academic Institutions
- Recipient of “*Rosemont College Presidential Community Spirit Award*” for being a primary resource of assistance to the Rosemont Community

Director of ACT 101 Program

August 2008 – February 2013

Supervision of government grant administration by adhering to all state-mandated requirements to implement academic, leadership development, community service, and cultural programs.

- Structured organized record-keeping practices
- Complied with detailed state mandated requirements for reporting purposes
- Coordinated with Financial Aid to make assessments of student eligibility for program participation
- Structured academic advising program
- Customized tutoring programs by evaluating student needs
- Created information technology workshop to develop student technological skills
- Built peer mentor program for leadership development
- Worked with the department of campus ministry to participate in community outreach and service programs

Katharine Gibbs School, Norristown, PA

2005 - 2008

Assistant Dean of Student Services

Overseeing all functions of the student services department including, but not limited to managing the student services staff, the academic advising program, student groups and activities on campus and within the community and manage the retention and re-entry process.

- Identify and contact students who are at risk and ensure that appropriate action is taken to address issues and concern.
- Establish community resources for faculty and students.
- Facilitate the academic advising program.
- Coordinate student groups and advise students of school policies.
- Attend regular academic meetings to report on retention activities.
- Promote student support services throughout the school.
- Facilitate networking, communication, and leadership among academic and academic support personnel throughout the school.
- Analyze attrition and take action to improve retention along with preparing annual retention plan
- Conduct bi-annual surveys to assess student satisfaction and take appropriate action with results.
- Responsible for graduation planning and implementation.
- Participate in student services and development strategic planning.
- Assisted in the development, maintenance, and forecasting of budgets for the department.
- Recipient of “*Employee of the Year*” Award

Katharine Gibbs School - Norristown, PA

2004 - 2008

Faculty – Business Program

Provide fully prepared current instruction that meets desired learning outcomes; academic advising and career related counseling to students; actively engage in retention activities; identify and assist at-risk students and provide support for program and institutional initiatives.

- Instructed courses as assigned by the Department Chair / Program Director.
- Actively engaged in retention activities including documented communication with both students and administration regarding attendance and progress and advised students.
- Provided assistance in planning, development and maintenance of program curriculum.
- Instructed Courses in College Mathematics, Freshman Seminar, Accounting I & II, Management Concepts, Economics, Organizational Behavior, Retail Management, Professional Career Development

Consulting Services - Philadelphia, PA

2001 – 2004

Senior Accountant/ Contractor – Accounting Department

Responsible for supervision of 4 accounting professionals. Oversee the calculating, posting, verifying, and typing duties to obtain and record financial data for use in maintaining accounting and statistical records. Lead most day to day operations of group. Responsible for re-engineering the internal processes of investment management services in both public and non-profit sector clients as a result of various change management initiatives. Assisting in developing revenue enhancement programs, expense reduction and structured investment management programs.

- Performed detailed financial analysis to support financial advisory services offered.
- Developing quantitative modeling spreadsheets to use in detailed analytical review of various debt restructuring scenarios.
- Assisted in the development and implementation of capital improvement programs.
- Performed re-engineering of internal processes for various clients.
- Extensive use and knowledge of Microsoft Office, specifically Word and Excel

Pennsylvania Convention Center Authority - Philadelphia, PA

1999 - 2001

Senior Financial Analyst - Finance Department

Responsible for project managing a large event profitability project/program as well as various day-to-day financial activities. Compiled, analyzed and interpreted financial data as it related to the bottom-line profitability. Developed and maintained a cost accounting system for input of all direct and indirect costs into a master database. Identified cost reduction opportunities and provided opportunities for event pricing. Analyzed profitability by event, event type seasonality and location. Acted as liaison to all operations and contractor personnel. Prepared annual operating budgets. Analyzed contracts from a financial profitability perspective including new contracts and renewals.

- Led the design, development testing and implementation of the event profitability system.
- Performed current state assessment and developed future design for all operational departments impacted by the event profitability project.
- Developed future state design and performed process re-engineering to align operational departments to event profitability project.
- Compiled and analyzed financial data.
- Reviewed monthly journal entries and bank reconciliation.
- Assisted in the preparation of monthly financial statements and Board of Directors report.
- Served as a project manager for the development and rollout of newly developed software package that
- Calculated and tracked event profitability.

Zelenkofske Axelrod Consulting, LLC - Jenkintown, PA

1996 - 1999

Senior Associate - Health Care Consulting Group (promoted from Associate in 1998)

Provided consulting services to various business entities. Responsibilities included: supervision and training of employees; providing detailed financial analysis and financial modeling using excel spreadsheets. Produced business enterprise valuations for healthcare facilities to prepare for acquisition or affiliation agreements by major health systems. Completed billing system overviews and practice operational analysis to optimize revenue generation. Completed merger and acquisition financial analysis and financial due diligence to determine feasibility of various project

- Completed a financial feasibility study and participated in the market assessment research and analysis for a project to determine and recommend to the client a continuation of a \$20,000,000 bond issuance.
- Developed and implemented an internal system of standardized workpapers and examination procedures for financial feasibility engagements that ensured proper procedure documentation

EDUCATION

Rosemont College, Rosemont, PA

Master of Business Administration with Concentration in Leadership and Training

Villanova University, Villanova, PA

Bachelor of Science in Accounting

Mr. Stacey L. Marshall

Cell:
Email:

EDUCATION

May 2014

Rosemont College, Bryn Mawr, PA

M.A. ePublishing Program

NYTimes ePublishing Certificate

September 1993

The University of the Arts, Philadelphia, PA

BFA in Graphic Design

AWARDS AND HONORS

- ITT Technical Institute, Instructor of the Quarter (2014)
- ITT Technical Institute, Instructor of the Quarter (2013)
- ITT Technical Institute, Employee of the Quarter (2012)
- ITT Technical Institute, Instructor of the Quarter (2010)
- The Katharine Gibbs School, Faculty of the Year (2007)

TEACHING EXPERIENCE (ADJUNCT)

- ITT Technical Institute (2008 - 2011)
- Rosemont College (2009 - 2010)
- The Katharine Gibbs School (2006 - 2009)
- Delaware County Community College (1996 - 2003)
- The University of the Arts (1996-1997)

TEACHING EXPERIENCE (FULL-TIME)

November 2011 – January 2015

Chair School of Drafting and Design

ITT Technical Institute, Plymouth Meeting, Pa

Courses: Basics Of Web Authoring, Computer Illustration, Digital Imaging, Digital Page Layout, Digital Pre-Press, Internet Site Development, Internet Multimedia, Graphic Arts Production, Graphic Design, Photography, Portfolio, Typography.

January 2006 - August 2009

Visual Communications Instructor

Katherine Gibbs School, Norristown, Pa

Courses: Basics Of Web Authoring, Computer Illustration, Digital Imaging, Digital Page Layout, Digital Pre-Press, Internet Site Development, Internet Multimedia, Graphic Arts Production, Graphic Design, Photography, Portfolio, Typography.

December 2003 – January 2006

Graphic Design Instructional Assistant

Delaware County Community College, Media, Pa

Provided weekly lab instruction to graphic design students on Apple Macintosh OSX computers. Adobe and Macromedia software were used to teach multimedia, page layout, computer illustration, web design and Digital imaging techniques to earn an Associates degree.

WORK EXPERIENCE

January 2015 - Present

Web Services and Online Multi-Media Coordinator

East Stroudsburg University, East Stroudsburg, Pa

- Maintain ESU Foundation and Alumni website calendars, events and project pages.
- Design mobile friendly e-blasts, newsletters and review email marketing statistics.
- Provide Alumni and ESU Foundation events support using multimedia techniques.
- Create Calendar and Registration forms for all ESU Foundation and Alumni events.
- Maintain ESU Foundation Scholarships and give opportunities for website content.
- Weekly and Monthly data exporting from Raisers Edge and importing in iModules.

September 2008 - Present

League Director and Referee

Upper Merion Park and Recreation, King of Prussia, Pa
Direct flag football leagues, clinics and summer camps to over 500 youth and adult participants a year. Design, manage and update all social media including website, podcasts and email marketing communications

August 2009 – November 2011

Web Manager - Office of College Relations

Rosemont College, Bryn Mawr, Pa

Supervise staff, operations and expenditures of the Web Services department. Manage the Rosemont College WebSite and Intranet to assure that information provided is meaningful and reflects the values, culture and philosophy of Rosemont College and the needs of site visitors.

July 1999 - October 2003

Senior Web Designer

Digital Design Works Gladwyne, Pa

Responsible for the design, production and project management of B-to-B, consumer and government / education based websites. Required to have knowledge of web-based programs such as HTML, PHP and Flash MX

August 1993 - July 1999

Computer Graphic Artist, Biomedical Communications

University of Pennsylvania, Philadelphia, Pa

Managed the production of over 6,000 computer-generated slides for clients at the University of Pennsylvania Medical Center and its surrounding institutions.

Software Applications

- Adobe Illustrator
- Adobe InDesign
- Adobe Photoshop
- Autodesk 3dsMax

Programming Languages

- CSS
- HTML
- JavaScript
- WordPress

References

Available upon request



Book	Policy Manual
Section	100 Programs
Title	Nondiscrimination - Qualified Students with Disabilities
Code	103.1 - NEW
Status	Administrative Review

Authority

The Joint Operating Committee adopts this policy to ensure that all school programs and practices are free from discrimination against all qualified students with disabilities. The Joint Operating Committee recognizes its responsibility to provide academic and nonacademic services and programs equally to students with and without disabilities. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

The school shall provide to each qualified student with a disability enrolled in the school, without cost to the student or parent/guardian, a free and appropriate public education (FAPE). This includes provision of education and related aids, services, or accommodations which are needed to afford each qualified student with a disability equal opportunity to participate in and obtain the benefits from educational programs and extracurricular activities without discrimination, to the same extent as each student without a disability, consistent with federal and state laws and regulations.

The Joint Operating Committee encourages students and parents/guardians who believe they have been subjected to discrimination or harassment to promptly report such incidents to designated employees.

The Joint Operating Committee directs that complaints of discrimination or harassment shall be investigated promptly, and corrective or preventative action be taken for substantiated allegations.

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be maintained, consistent with the school's legal and investigative obligations.

Retaliation

The school shall not intimidate, threaten, coerce, discriminate or retaliate against any individual for the purpose of interfering with any right or privilege secured by this policy.

Definitions

Qualified student with a disability - a student who has a physical or mental disability which substantially limits or prohibits participation in or access to an aspect of the school's educational programs, nonacademic services or extracurricular activities. [\[13\]](#)[\[14\]](#)

Section 504 Team - a group of individuals who are knowledgeable about the student, the meaning of the evaluation data and the placement options for the student. This could include, as appropriate, documentation or input from classroom teachers, counselors, psychologists, school nurses, outside care providers and the student's parents/guardians. A representative from the school shall participate as a member of the Section 504 Team.[3][4][9]

Section 504 Service Agreement (Service Agreement) - an individualized plan for a qualified student with a disability which sets forth the specific related aids, services, or accommodations needed by the student, which shall be implemented in school, in transit to and from school, and in all programs and procedures, so that the student has equal access to the benefits of the school's educational programs, nonacademic services, and extracurricular activities.[15]

Disability harassment - intimidation or abusive behavior toward a student based on disability that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school's educational programs, nonacademic services, or extracurricular activities.[12]

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable law and regulations, the Joint Operating Committee designates the Assistant Director or Designee as the school's Section 504 Coordinator.[16]

In addition, each separate building shall have a Section 504 building administrator.

The school shall publish and disseminate this policy and complaint procedure on or before the first day of each school year by posting it on the school's website, if available, and in the student handbook. The school shall notify parents/guardians of the school's responsibilities under applicable law and regulations, and that the school does not discriminate against qualified individuals with disabilities.[11][17][18]

Guidelines

If the school has reason to believe that a student should be identified as a qualified student with a disability, should no longer be identified as a qualified student with a disability, or requires a change in or modification of the student's current Service Agreement, the school shall notify the student's school district of residence.[19]

Service Agreement

If a student is determined to be a qualified student with a disability, the school shall coordinate with the student's Section 504 Team to develop, modify or terminate a written Service Agreement. The school shall implement a student's Service Agreement for the delivery of all appropriate aids, services, or accommodations necessary to provide the student with FAPE. The Service Agreement shall address safety education and training in accordance with state regulations, as applicable to each qualified student with a disability enrolled in career and technical programs.[4][15][21]

Educational Programs/Nonacademic Services/Extracurricular Activities

The school shall educate a qualified student with a disability with students who are not disabled to the maximum extent appropriate to the needs of the student with a disability. A qualified student with a disability shall be removed from the regular educational environment only when the school determines that educating the student in the regular educational environment with the use of related aids, services, or accommodations cannot be achieved satisfactorily. Placement in a setting other than the regular educational environment shall take into account the proximity of the alternative setting to the student's home.[11][22][23]

The school shall not discriminate against any qualified student with a disability in its provision of nonacademic services and extracurricular activities.[\[11\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)

Parental Involvement

Parents/Guardians have the right to inspect and review all relevant school records of the student, and meet with the appropriate school officials to discuss any and all issues relevant to accommodations of their child and the provision of services.[\[15\]](#)[\[19\]](#)[\[20\]](#)[\[25\]](#)

Confidentiality of Student Records

All personally identifiable information regarding a qualified student with a disability shall be treated as confidential and disclosed only as permitted by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, state regulations, and Joint Operating Committee policy.[\[26\]](#)[\[27\]](#)[\[28\]](#)[\[29\]](#)

Discipline

When necessary, the school shall discipline qualified students with disabilities in accordance with state and federal laws and regulations and Joint Operating Committee policies.[\[30\]](#)[\[31\]](#)

Referral to Law Enforcement and Reporting Requirements

For reporting purposes, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[\[32\]](#)[\[33\]](#)[\[34\]](#)

The Administrative Director or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from school or a school-sponsored activity by a qualified student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies. The Administrative Director or designee, in coordination with the student's school district of residence, shall respond in a manner that is consistent with the student's Service Agreement and Behavior Support Plan, if applicable.[\[13\]](#)[\[15\]](#)[\[22\]](#)[\[26\]](#)[\[30\]](#)[\[32\]](#)[\[35\]](#)[\[36\]](#)[\[37\]](#)[\[38\]](#)[\[39\]](#)[\[40\]](#)[\[41\]](#)[\[42\]](#)[\[43\]](#)[\[44\]](#)[\[45\]](#)

In making a determination of whether to notify the local police department of a discretionary incident committed by a qualified student with a disability, including a student for whom an evaluation is pending, the Administrative Director or designee shall use the same criteria used for students who do not have a disability.[\[12\]](#)[\[36\]](#)[\[45\]](#)[\[46\]](#)

For a qualified student with a disability who does not have a Behavior Support Plan as part of the student's Service Agreement, subsequent to notification to law enforcement, the school, in consultation with the student's school district of residence and the student's parent/guardian, shall consider whether a Behavior Support Plan should be developed as part of the Service Agreement to address the student's behavior.[\[15\]](#)[\[37\]](#)

In accordance with state law, the Administrative Director shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by qualified students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school-sponsored activity or on a conveyance providing transportation to or from the school or a school-sponsored activity.[\[33\]](#)[\[45\]](#)

PROCEDURAL SAFEGUARDS

The school shall coordinate with the student's school district of residence to implement a system of procedural safeguards that includes notice of rights to the parent/guardian of a student suspected of being a qualified student with a disability, an opportunity for the parent/guardian to review relevant records, an impartial hearing with an opportunity for participation by the student's parent/guardian, and a review procedure.[25][47].

A student or parent/guardian filing a claim of discrimination need not exhaust these procedures prior to initiating court action under Section 504.[20].

Parental Request for Assistance

Parents/Guardians may file a written request for assistance with the Pennsylvania Department of Education (PDE) if one (1) or both of the following apply:[25].

1. The school is not providing the related aids, services and accommodations specified in the student's Service Agreement.

2. The school has failed to comply with the procedures and state regulations.[25]. PDE shall investigate and respond to requests for assistance and, unless exceptional circumstances exist, shall, within sixty (60) calendar days of receipt of the request, send to the parents/guardians, student's school district of residence and school a written response to the request. The response to the parents'/guardians' request shall be in the parents'/guardians' native language or mode of communication.

Informal Conference

At any time, parents/guardians may file a written request with the school and/or student's school district of residence for an informal conference with respect to the identification or evaluation of a student, or the student's need for related aids, services or accommodations. Within ten (10) school days of receipt of the request, the school and/or student's school district of residence shall convene an informal conference. At the conference, every effort shall be made to reach an amicable agreement.[25].

Formal Due Process Hearing

If the matters raised by the school or parents/guardians are not resolved at the informal conference, the parents/guardians or school, in coordination with the student's school district of residence, may submit a written request for an impartial due process hearing. The hearing shall be held before an impartial hearing officer and shall be conducted in accordance with state regulations.[25][48].

Judicial Appeals

The decision of the impartial hearing officer may be appealed to a court of competent jurisdiction.[25].

COMPLAINT PROCEDURE

This complaint procedure is in addition to and does not prevent parents/guardians from using any option in the procedural safeguards system.[12][25][47].

Step 1 - Reporting

A student or parent/guardian who believes s/he has been subject to conduct by any student, employee or third party that constitutes a violation of this policy is encouraged to immediately report the incident to the Section 504 building administrator. Any person with knowledge of

conduct that may violate this policy, is encouraged to immediately report the matter to the Section 504 building administrator.

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the Section 504 building administrator, as well as properly making any mandatory police or child protective services reports required by law.[49]

If the Section 504 building administrator is the subject of a complaint, the student, parent/guardian or employee shall report the incident directly to the Section 504 Coordinator.

The complainant or reporting employee may be encouraged to use the school's report form available from the Section 504 building administrator or Section 504 Coordinator, or to put the complaint in writing; however, oral complaints shall be accepted, documented and the procedures of this policy implemented. The person accepting the verbal or written complaint may provide factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. In all other respects, the person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

Step 2 - Investigation

The Section 504 Coordinator shall ensure that the individual assigned to investigate the complaint has an appropriate understanding of the relevant laws pertaining to discrimination issues and this policy and how to conduct investigations.

The investigator shall work with the Section 504 Coordinator to assess the anticipated scope of the investigation, who needs to be interviewed and what records may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the accused may suggest additional witnesses and provide other evidence during the course of the investigation. When the initial complaint involves allegations relating to conduct which took place away from school property, school-sponsored activities or school conveyances, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

The investigation may consist of individual interviews with the complainant, the accused, and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The person making the report, parties, parents/guardians and witnesses shall be informed of the prohibition against retaliation for anyone's participation in the process and that conduct believed to be retaliatory should be reported. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Section 504 Coordinator, who shall promptly inform law enforcement authorities about the allegations.[12][49][50][51]

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a short delay in fulfilling the school's investigative responsibilities during

the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation.

Step 3 – Investigative Report

The investigator shall prepare and submit a written report to the Section 504 Coordinator within twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the Section 504 Coordinator to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for this determination, whether the conduct violated this policy and of any other violations of law or Joint Operating Committee policy which may warrant further school action, and a recommended disposition of the complaint. An investigation into disability harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.

The complainant and the accused shall be informed of the outcome of the investigation, for example, whether the investigator believes the allegations to be founded or unfounded, within a reasonable time of the submission of the written report to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused shall not be notified of the individual remedies offered or provided to the complainant. [\[26\]](#)[\[27\]](#)[\[28\]](#)[\[29\]](#)

Step 4 – Action of the School

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of this policy, the school shall take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The school shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the school or program environment. School staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Section 504 Coordinator shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If the investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions shall be consistent with the Code of Student Conduct, Joint Operating Committee policies and administrative regulations, school procedures, applicable collective bargaining agreements, and state and federal laws.

Appeal Procedure

Both parties will receive information on their right to appeal the outcome determination, the appeal procedures, and appeal timelines within the outcome determination.

Parties have the right to appeal in the following circumstances:

1. Procedural irregularity that would change the outcome;
2. New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred, or dismissal was made; and

3. The Section 504 Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

The written appeal must be submitted to the Compliance within fifteen (15) school days of receiving notification of the outcome of the investigation. If the Compliance Officer investigated the complaint, such appeal shall be made to the Superintendent of record.

The individual receiving the appeal shall review the investigation and the investigative report and may also conduct or designate another person to conduct a reasonable supplemental investigation to assess the sufficiency and propriety of the prior investigation.

The person handling the appeal shall prepare a written response to the appeal within twenty (20) school days.

Copies of the response shall be provided to the complainant, the respondent and the investigator who conducted the initial investigation.

Legal

[1. 22 PA Code 12.1](#)

[2. 22 PA Code 12.4](#)

[3. 22 PA Code 15.1 et seq](#)

[4. 22 PA Code 339.21](#)

[5. 22 PA Code 4.4](#)

[6. 28 CFR Part 35](#)

[7. 28 CFR Part 36](#)

[8. 29 U.S.C. 794](#)

[9. 34 CFR Part 104](#)

[10. 42 U.S.C. 12101 et seq](#)

[11. 45 CFR Part 80 App B](#)

12. Pol. 103

[13. 22 PA Code 15.2](#)

[14. 42 U.S.C. 12102](#)

[15. 22 PA Code 15.7](#)

[16. 34 CFR 104.7](#)

[17. 22 PA Code 15.4](#)

[18. 34 CFR 104.32](#)

[19. 34 CFR 104.35](#)

[20. 22 PA Code 15.6](#)

[21. 22 PA Code 339.23](#)

[22. 22 PA Code 15.3](#)

[23. 34 CFR 104.34](#)

[24. 34 CFR 104.37](#)

[25. 22 PA Code 15.8](#)

[26. 22 PA Code 15.9](#)

27. Pol. 216

[28. 20 U.S.C. 1232g](#)

[29. 34 CFR Part 99](#)

30. Pol. 218

31. Pol. 233

[32. 22 PA Code 10.2](#)

[33. 24 P.S. 1303-A](#)

[34. 35 P.S. 780-102](#)

[35. 22 PA Code 10.21](#)

[36. 22 PA Code 10.22](#)

[37. 22 PA Code 10.23](#)

[38. 22 PA Code 10.25](#)

[39. 24 P.S. 1302.1-A](#)

40. Pol. 113.2

41. Pol. 218.1

42. Pol. 218.2

43. Pol. 222

44. Pol. 227

45. Pol. 805.1

[46. 22 PA Code 15.1](#)

[47. 34 CFR 104.36](#)

[48. 22 PA Code 14.162](#)

49. Pol. 806

[50. 18 Pa. C.S.A. 2709](#)

51. Pol. 815

Pol. 113

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Book	Policy Manual
Section	100 Programs
Title	Evaluation of Instructional Programs
Code	126.1
Status	Administrative Review

Purpose

It is the obligation of the administration of Central Montco Technical High School to evaluate program viability in all approved programs. Program success should be maintained in all approved programs. To accomplish this evaluation, it is the collective responsibility of the administration, student services staff, and primary teacher(s) to maintain program achievement, and an acceptable level of student enrollment.

Guidelines for Program Enrollment

A key component to a successful and robust CTE program is student enrollment. To measure a program's ideal enrollment and viability, a minimum and maximum program capacity will be based upon the following:

1. Size of the classroom/program space: Square Footage
2. Type of technical program and student safety environment based on program content
3. Education needs of the existing student population, e.g. number of special population students

A low-enrolled program shall be defined as an approved career and technical program enrolling sixty percent (60%) or less of the total program capacity, {60% or less} defined through chapter 339, state board of cosmetology, state board of barbering or as approved by the Joint Operating Committee for the purpose of establishing safe and appropriate delivery of the program curriculum. After reviewing the enrollment data, specific action steps will be implemented to improve program enrollment. Such measures will include interventions for the teacher professional development, recruitment strategies and/or changes to the curriculum.

An over-enrolled program shall be defined as an approved career and technical program enrolling more than one hundred (100%) of the total program capacity, defined through chapter 339 state board of cosmetology, state board of barbering, or as approved by the Joint Operating Committee for the purpose of establishing safe and appropriate delivery of the program curriculum.

Programs which have enrollment projections of more than the student space ratio defined through chapter 339, state board of cosmetology, state board of barbering, or student capacity for safety of instruction approved by the Occupational Advisory Committee for the program, for

any given session will be put on a wait list (standby) until the final determination of enrollment is made for the school year. Additional students will only be assigned to the session if the safety and the educational needs of the students can be met.

In May, the Joint Operating Committee will be informed of programs that meet the definition of low enrolled. These programs will be identified as Potential Probation Programs.

At the October JOC meeting, the JOC will be informed of programs that meet criteria of low enrolled.

The Administrative Director will recommend the program(s) be placed on probation. Such recommendations will be made if warranted during the October JOC meeting and will be approved. After the October JOC meeting, all programs on probation will undergo a Root Cause Analysis concluding in June of that school year.

Result

If at the end of the current school year (June), and upon completion of root cause analysis, e.g. Work Instruction #83, enrollment exceeds sixty percent (60%) of the total program capacity, some or all the interventions shall continue for one (1) additional year at the discretion of the Administrative Director. If at the end of the second year following low-enrolled status, the program enrollment continues to exceed sixty percent (60%) of the total program capacity, no further interventions shall be implemented, and the program will be removed from the program probation list.

If at the end of the current school year, enrollment remains less than sixty percent (60%) of the total program capacity, one (1) of the following actions will be recommended by the Administrative Director:

1. The program will remain on a probation list of an additional year due to revision to curriculum, equipment, technology, or facilities.
2. The program will be placed on "half-time status."
3. The program will be downsized (multiple teacher programs) or closed (single teacher program).

NOTE: In the event of emergent reasons, the Administrative Director reserves the right to waive this policy with the recommendation and support of the Joint Operating Committee.