

JOINT OPERATING COMMITTEE

MINUTES

MAY 5, 2021

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

PRESENT: Chris Epstein
Eunice Franklin-Becker, Chairperson
Susan Moore
Philip Daniels
Louis Mason
Alice Budno Hope, Vice Chairperson
Maggie Philips, Esq., Treasurer

ABSENT: Christopher Jaramillo
Eric Elvanian

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

GUESTS: Students – Cameron Johnson, Allied Health; Claudia Morales, Automotive Technology;
Joseph Molinaro, Culinary Arts and Laila Mkadem, Teacher Academy
Staff - David Ayres, Debora Broderick, Allison Latzo, Rob Porter, Fred Kirby,
Ed Titus, Jarrett Young, Melanie Wheeler, Amy DeLellis
Parents/other – Christine Perry, Nicole Molinaro, Balinda Lee, Sarah Mboya, Scott
McKannn, Elizabeth Holsinger, Nick Professori, Mirian Vargas, Lance
Wilkinson, Contricia Scutching, Lisa Cherelli, Bill Hillman, Dorothy
Houseal, Julie Jones, Lori Eisner, Rebecca Robinson, Jennifer Johnson,
Elizabeth Morales, Jennifer Wilkinson, Alison Maslij

A presentation was made by the CMTHS students on their programs and future plans.

David Ayres and Allison Latzo presented the names of the SkillsUSA and HOSA District 2 and State Conference winners in addition to the Honor Society inductees.

MINUTES

MOTION: 1. To approve the minutes of April 7, 2021.

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

TREASURER'S REPORT

MOTION: 2. To approve the following items of the March 31, 2021 Treasurer's Report:
a. Pages 1 through 11 for file and audit.
To approve General Fund Disbursements for April 30, 2021
a. Check #9965 through #10069, and ACH payments and electronic transfers in the amount of \$947,553.23. (Page 13)

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

MOTION: 3. To approve the retirement of Michael Bivins, Security, effective August 31, 2021. (Attachment #1)

4. To approve increase in hourly rate for part-time custodian, Michael Monastero, to \$15.00 effective May 3, 2021.

5. To approve one-time only non-PSERS longevity pay for Michael Monastero In the amount of \$4,176.00.

6. To approve employment of part-time custodian, Monica Spero, at the hourly rate of \$15.00 effective May 3, 2021.

7. To employ the following individual:

Name:	Richard Roberts
Position:	Public Safety Monitor
Effective Date:	May 10, 2021
Terms of Employment:	221 days/year
Annual Salary:	\$41,437.00
Benefits:	As stated in the current ESPA contract

8. To appoint Fox Rothschild LLP as Solicitor for Central Montco Technical High School for the time period July 1, 2021 through June 30, 2022 based upon the following as listed on attachment #2:

- A base hourly rate of \$190.00 in accordance with the fee letter dated April 19, 2021.

9. To approve contract with JKM Landscaping for the 2021 season as shown on attachment #3.

10. To approve FMLA for Alissa Messina, Cosmetology instructor, effective from April 30 to June 14, 2021.
11. To approve deletion of Policy #100 (Strategic Plan).
12. To approve first reading of Policy #100 (Comprehensive Planning). (Attachment #4)
13. To adopt the 2021-2022 Central Montco Technical High School Operating Budget as a result of the approval by three member districts and a combined vote count of 27. (Attachment #5)

Colonial School District	Unanimous (9-0)
Norristown Area School District	Unanimous (9-0)
Upper Merion Area School District	Unanimous (9-0)

Above motions #3 through #13 were moved by Mrs. Philips and seconded by Mrs. Epstein.

Membership Polled. All in Favor. Motion Carried.

COMMITTEE REPORTS

Policy Committee

Mrs. Philips stated the committee met to begin reviewing policies with guidance from PSBA.

NEW BUSINESS

- MOTION: 14. To appoint Maggie Philips as Treasurer for a one-year term effective July 1, 2021.

Above motion #14 was moved by Mrs. Franklin-Becker and seconded by Mr. Mason.
Membership Polled. All in Favor. Motion Carried.

Meeting adjourned at 7:42 p.m.

Respectfully submitted,

Marilyn Monastero
Secretary

April 14, 2021

To: C.M.T.H.S. SCHOOL BOARD and the C.M.T.H.S. DIRECTOR and Assistant Director

Re: RETIREMENT DATE:

From: Michael A. Bivins

I'm respectfully sending this letter to inform you that August 31, 2021 is my official retirement date. I hope that I have made an impact on the students through the years of my employment.

Sincerely

Michael Bivins



Fox Rothschild LLP
ATTORNEYS AT LAW

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MARK W. FITZGERALD
Direct Dial: 610-397-7981
Email Address: MFitzgerald@Foxrothschild.com

April 19, 2021

VIA EMAIL

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

RE: Central Montco Technical High School – Fee Agreement for Solicitor Services for School Year 2021-2022

Dear Mr. Schram:

What follows is the standard fee letter of Fox Rothschild LLP in conjunction with Solicitor Services for the 2021-2022 school year. In the event the JOC approves of our reappointment, this letter will confirm that the Central Montco Technical High School (the “Client”) has retained Fox Rothschild LLP (the “Firm”) to represent Client in connection with the matter described below. The Engagement Letter (the “Letter”), along with the attached Standard Terms of Engagement (the “Standard Terms”), comprise the Engagement Agreement (the “Agreement”) between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. In the event of a discrepancy between the Standard Terms and the Letter, the provisions set forth in the Letter will prevail.

As the Administration is undoubtedly aware, Fox Rothschild LLP prides itself both on the quality of legal services and the level of responsiveness we provide. Please be assured that the continuity of the level of services that you have come to expect will not change however, we are requesting a minimal increase in standard and specially negotiated hourly rates for the 2021-2022 school year.

A Pennsylvania Limited Liability Partnership

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



Seth Schram, Director
April 19, 2021
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Scope of Work. Client has engaged the Firm to provide the following services described in detail below (“Engagement”). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm's services in connection with any other matter, please let me know.

Identity of Client. The Firm's only client in the Engagement is the individual identified as Client in the first paragraph of this Letter.

Term of Engagement – July 1, 2021 through June 30, 2022. Client will be billed monthly on a fee arrangement based upon the appropriate designation of standard blended rate or specially negotiated rates as described below.

**ITEMS COVERED UNDER THE STANDARD BLENDED RATE OF
\$190.00 PER HOUR¹**

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

SPECIALLY NEGOTIATED RATES

1. School financing, including but not limited to bond issues, collateral exchanges, tax revenue anticipation notes, swap agreements, and loans. These matters will usually be handled on a fixed fee basis, to be determined by the Firm and Client, based upon the size and complexity of the issue.
2. Matters relating to tax increment financing work, which will be billed at the rate of \$260.00 per hour, unless such rates are subject to reimbursement of a non-insured third party (i.e., developer), when the rates will be based upon the customary hourly rates charged by Fox Rothschild LLP to non-retainer, non-school clients.
3. Specialized contracts calling for a tax opinion from Fox Rothschild LLP (i.e., financing and copier leases), guaranteed energy savings contracts, preparation of specialized agreements or plans, such as Section 125 plans, Section 457 plans, Section 401(a) plans, Section 403(b) plans, Health Reimbursement Accounts, benefits-related agreements, COBRA, HIPAA, and PSERS’

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



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April 19, 2021

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advice, condemnation and construction litigation, transactional aspects of major building construction projects, including but not limited to alterations of school buildings involving projects instituted on or after the date of this Fee Agreement, tax opinions required pursuant to IRS Circular 230, intellectual property advice or agreements, immigration advice or proceedings, or any advice or proceedings relating to the formation or dissolution of foundations formed pursuant to Section 501(c)(3) of the Internal Revenue Code, matters involving the sale or purchase of school property and matters involving the transactional aspects of major building construction projects, which would include but not be limited to the alterations or renovations of school building projects, specification review, architectural contracts, or engineering projects for projects instituted on or after the date of this Fee Agreement will be handled at a blended rate of \$260.00 per hour.

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

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

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

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

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



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months, in which case a supplemental bill will be rendered, or an estimated amount will be included in the initial bill and an adjustment made when the actual charges are known.

All bills are payable upon presentation and are considered delinquent if not paid within thirty days of issuance. If a bill is not timely paid, we may cease to render further services or, in the case of a litigation matter, we may petition the court to withdraw as counsel. A service charge will be added to the unpaid amount of any delinquent bill.

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

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

“Motion to appoint Fox Rothschild LLP as Solicitor for the Central Montco Technical High School for the time period of July 1, 2021 through June 30, 2022.”

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

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

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



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ATTORNEYS AT LAW

Seth Schram, Director
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We appreciate the opportunity and privilege to represent Client in the Engagement.

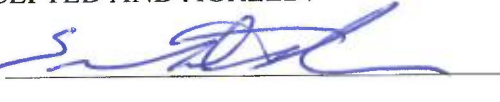
Very truly yours,

Mark W. Fitzgerald

MWF/cc

cc: Dr. Michael Christian (via email)

ACCEPTED AND AGREED:

By: 

Date: 5-05-21



Standard Terms of Engagement for Legal Services

Overview

These Standard Terms of Engagement ("Standard Terms") along with the Engagement Letter ("Letter") comprise the Engagement Agreement ("Agreement") between Client and Fox Rothschild LLP ("Firm") and explain the terms under which the Firm will provide legal services to Client in the Engagement. Any defined term in the Letter shall have the same definition in the Standard Terms. In the event of a conflict between the provisions in the Standard Terms and the Letter, the provisions in the Letter shall control.

Communications

Client agrees to be candid and cooperative with the Firm and to provide the Firm with full, complete, and truthful information. Client will communicate with the Firm before communicating with any parties, witnesses, or their counsel, or with any experts or consultants, about the Engagement.

Client agrees to inform the Firm, in writing, of any changes in Client's name, address, telephone number, contact person, or email address. The Firm will endeavor to keep Client informed of the status of the Engagement to the extent necessary to enable Client to make informed decisions.

Client acknowledges that any opinion or belief that the Firm expresses from time to time about the Engagement, including various courses of action and the results that might be anticipated, is intended merely to be an expression of opinion based upon information available to the Firm at the time and not a promise or guarantee.

In order to increase the Firm's efficiency and responsiveness, the Firm will use state of the art communication devices (i.e., email, document transfer by computer, wireless telephones, facsimile transfer and other devices which may be developed in the future). The use of such devices may place Client's confidences and privileges at risk. However, the Firm believes that the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. Client authorizes the Firm to use these electronic communication devices.

Affiliations by Client

Client agrees and acknowledges that, unless specifically stated otherwise in the Letter, the Engagement is not an agreement by the Firm to represent any of Client's affiliates, subsidiaries, constituents, parents or related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents (collectively, "Affiliates"). Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of Client's Affiliates.

Estimates

The fees and costs relating to the Engagement are not predictable. Accordingly, the Firm has made no commitment to Client concerning the maximum amount of fees and costs that will be necessary to complete the Engagement. Any estimate of fees and costs that the Firm and Client may have discussed orally or in writing represents only an estimate of such fees and costs. Client also understands that payment of the Firm's fees and costs is not contingent on the ultimate outcome of the Engagement.

Fees and Billing

The Firm's minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel is assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity. All dollar amounts reflected in the Agreement are in United States Dollars.

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement, usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of Invoices. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular time period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the Invoices submitted to Client.

Third-Party Payor

Unless agreed to in writing between Client and the Firm, even though a third party ("Third Party Payor") may have agreed to pay the Invoices incurred in the Engagement, Client agrees to be ultimately responsible for payment of all Invoices incurred in the Engagement. If Client has advised the Firm that a Third Party Payor will be paying some or all of the Invoices, Client acknowledges that, should Client instruct the Firm to share confidential information with that Third Party Payor, including Invoices, Client may lose any privileges or protections that may apply to that information.

Conflicts of Interest

In the Firm's representation of Client in the Engagement, it may be necessary for the Firm lawyers to analyze or address their professional duties or responsibilities or those of the Firm, and to consult with the Firm's General Counsel, or other lawyers, in doing so. To the extent the Firm is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Client and the Firm. As a condition of the Engagement, Client waives any conflict of interest that might be deemed to arise out of any such consultations. Client further agrees that these consultations are protected from disclosure by the Firm's attorney-client privilege.

Patent and Intellectual Property Matters

If the Engagement concerns patent prosecution, Client agrees and acknowledges that the Firm will not be responsible for the payment of maintenance fees and/or patent annuities (collectively, "Patent Annuities"). Client further agrees that Client will handle the payment of Patent Annuities either directly or through firms that specialize solely in the payment of annuities for patent portfolios around the world. If Client needs assistance in identifying firms that provide such services, the Firm will provide Client with information upon request.

To the extent that the Engagement relates to the defense of Client's intellectual property rights, Client's comprehensive general liability or other liability insurance carrier may provide some reimbursement for the Invoices.

Protected Health Information

Federal and state laws impose duties on both clients and law firms to ensure the privacy and security of "protected health information" (PHI), which broadly includes identifiable health and personal information of individuals. Client should not send or transmit to the Firm any PHI in any format, whether by hard copy, email, facsimile or other medium, unless and until: (i) Client and the Firm have a current, signed Business Associate Agreement in place; (ii) the attorney with whom Client is working at the Firm has determined that the PHI is needed in connection with the Engagement; (iii) Client has notified the attorney in advance of the transmission of the PHI; and (iv) the attorney has approved the manner by which such PHI will be received by the Firm. Client must let the Firm know if Client anticipates that the Engagement will involve PHI, so that the Firm can take the necessary steps to allow its transmission to the Firm.

Use of Personal Information

The Firm gathers and processes personal data pursuant to all applicable law. The Firm will use personal information that we receive in connection with providing legal services to Client, marketing our services to Client, and to comply with applicable law. During and after the Engagement, the Firm may disclose personal information to parties involved in the work the Firm is performing, opposing parties, arbitration panels and courts, and any other reasonably foreseeable entity. Additionally, the Firm may use third parties, wherever located, to store and process personal data received from Client or its agents or other sources.

No Tax Advice

Unless specifically stated in the Letter, or in a subsequent written communication between the Firm and Client, the Engagement will not include providing Client with legal advice pertaining to any federal, state, foreign, or local tax matter or issue, whether or not directly related to or affected by the legal matters that are part of the Engagement.

Client's Obligation to Place Insurance Carrier on Notice

If Client has not already done so, Client should put any insurer on notice of any claims that have been or could be made in connection with the Engagement, so that the insurer cannot take the position that notice was given late or that insurer was prejudiced by delay in providing such notice.

Conclusion of Engagement and Client Files

Unless previously terminated, the attorney-client relationship between Client and the Firm, related to the Engagement, will terminate when the Firm sends to Client the Firm's final invoice for services rendered in the Engagement or when the Firm advises Client that it will no longer represent Client in the Engagement.

Client may terminate the Engagement at any time. The Firm may terminate the Engagement subject to applicable ethical and legal requirements. If permission for withdrawal is required by a court or arbitration panel, the Firm will promptly request such permission and Client agrees not to oppose such request. Client will remain obligated for any Invoices through the effective date of the termination.

Once Client's matter is concluded, the Firm will notify Client, offer to return any original material Client provided to the Firm, and close the matter. Client can request that the entire file be sent to Client at this time. If Client does not request the return of the entire file, it may be sent to storage off-site, and thereafter an administrative cost may be charged to Client for retrieving it from storage. Client is responsible for complying with any records retention obligations that may be applicable to any record.

Under the Firm's Records Retention Policy, as may be modified from time-to-time, the Firm may dispose of files as early as seven (7) years after a matter is closed. The Firm will send written notice to Client at the last address in the Firm's records before disposing of any of Client's files. It is Client's responsibility to notify the Firm of any changes in Client's mailing address so that the Firm can properly notify Client. If Client's mailing address is out of date in the Firm's records at the time of the foregoing notice, Client agrees that the Firm may destroy files that Client has not previously requested be returned to Client.

The Firm and Client agree that all original Client-supplied materials and all lawyer end-product (referred to generally as "client material") are the property of the Client. Lawyer end-product includes, for example, final contracts, pleadings, and trust documents. The Firm and Client agree that lawyer work product, and copies of any electronic discovery documents or data, are the property of the Firm. Lawyer work product includes, for example, drafts, notes, internal memoranda, and electronic files, and lawyer representation and administration materials, including related lawyer-client correspondence and conflicts materials. The Firm will assume that Client has a copy of all electronic documents provided to the Firm by Client or on Client's behalf, and that Client retains in Client's records all electronic and physical materials provided to Client in the course of the Engagement. All nonpublic information that Client has supplied to the Firm and that the Firm retains will be kept confidential in accordance with applicable rules of professional responsibility.

Future Changes in the Law

Client acknowledges that, after the Engagement has terminated, the Firm has no continuing obligation to advise Client of future legal developments, unless Client subsequently engages the Firm to do so.

Severability in Event of Partial Invalidity

If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect. If the Agreement has been provided to Client in a language other than English, the provisions contained in the English version shall control.

March 2020

www.foxrothschild.com

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota Nevada New Jersey
New York North Carolina Pennsylvania South Carolina Texas Washington

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 +1 4846866825
 info@jkmlawncare.com
 www.jkmlawncare.com



Estimate

ADDRESS

Central Montco Technical HS
 821 Plymouth Rd
 Plymouth Meeting, PA 19462

ESTIMATE # 2170
 DATE 02/16/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		2021 LAWN SEASON MOWING			
	Cut24	Lawn Maintenance	25	465.00	11,625.00

Please see our estimate for the 2021 Lawn Season for mowing, string
 trimming, edging and blowing off paved surfaces.

TOTAL

\$11,625.00

Accepted By

Accepted Date