



JOINT OPERATING COMMITTEE MEETING

May 3, 2023

6:30 P.M.

DIRECTOR'S REPORT

- ITEM 1: Recommend approval of the revised Central Montco Technical High School 2023-2024 School Year Calendar. (Attachment #1)
- ITEM 2: Recommend approval of the second reading of the following policies: (Attachment #2)
- Policy #827 NEW (Conflict of Interest)
 - Policy #828 NEW (Fraud)
 - Policy #830 NEW (Breach of Computerized Personal Information)
- ITEM 3: Recommend acceptance of the resignation of Kathryn Viggiano, Attendance Administrative Assistant, effective June 30, 2023 and the approval to repost the position. (Attachment #3)
- ITEM 4: Recommend acceptance of the resignation of Elsie Medina, Cosmetology Instructional Assistant, effective June 16, 2023 and approval to repost the position. (Attachment #4)
- ITEM 5: Recommend approval of 20 curriculum hours each, at \$30.00 per hour, from July 1 to August 18, 2023, for the following instructors.
- Katie Allen: Teacher Leader
 - David Ayres: Teacher Leader
- ITEM 6: Recommend approval of Dr. King and James Brunken to attend PACTA Leadership Conference on June 25 to June 27, 2023. (Attachment #5)

DR. ANGELA KING
EXECUTIVE DIRECTOR



CENTRAL MONTCO TECHNICAL HIGH SCHOOL

2023-2024 School Calendar

JULY T-0 S-0						
SU	M	TU	W	TH	F	SA
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST T-7 S-4						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER T-18 S-18						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER T-21 S-21						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER T-19 S-18						
SU	M	TU	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER T-16 S-16						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY T-21 S-20						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY T-20 S-19						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH T-16 S-16						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APRIL T-21 S-20						
SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY T-22 S-21						
SU	M	TU	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE T-9 S-9						
SU	M	TU	W	TH	F	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

	TEACHER IN-SERVICE		HOLIDAY/SCHOOL CLOSED
	FIRST & LAST STUDENT DAY		NON-TEACHING DAY

STUDENT DAYS: 182
TEACHER DAYS: 190

Central Montco Technical High School
School Calendar
2023-2024

			<u>Teacher Days</u>	<u>Student Days</u>
Monday	August 21, 2023	In-Service		
Tuesday	August 22, 2023	In-Service		
Wednesday	August 23, 2023	In-Service		
Thursday	August 24, 2023	In-Service		
Friday	August 25, 2023	Non-teaching Day		
Monday	August 28, 2023	First Student Day	7	4
Friday	September 1, 2023	Non-teaching Day		
Monday	September 4, 2023	Holiday*/Schooled Closed		
Monday	September 25, 2023	Holiday/School Closed	18	18
Wednesday	October 4, 2023	Holiday/School Closed	21	21
Tuesday	November 7, 2023	In-Service		
Wednesday	November 22, 2023	Non-teaching Day		
Thursday	November 23, 2023	Holiday*/School Closed		
Friday	November 24, 2023	Holiday/School Closed	19	18
Monday	December 25, 2023	Winter Break		
Tuesday	December 26, 2023	Winter Break		
Wednesday	December 27, 2023	Winter Break		
Thursday	December 28, 2023	Winter Break		
Friday	December 29, 2023	Winter Break	16	16
Monday	January 1, 2024	Holiday/School Closed		
Monday	January 15, 2024	Holiday*/School Closed	21	20
Friday	February 16, 2024	In-Service		
Monday	February 19, 2024	Holiday*/School Closed	20	19
Monday	March 25, 2024	Spring Break		
Tuesday	March 26, 2024	Spring Break		
Wednesday	March 27, 2024	Spring Break		
Thursday	March 28, 2024	Spring Break		
Friday	March 29, 2024	Holiday/School Closed	16	16
Wednesday	April 10, 2024	Holiday/School Closed		
Friday	April 19, 2024	In-Service	21	20
Monday	May 27, 2024	Holiday*/School Closed	22	21
Thursday	June 15, 2024	Last Student Day	9	9
Total Days:			190	182

* Official Local School District Holidays pursuant to 24 P.S. Section 15-1502 of the Pennsylvania School Code.

April 17, 2023

Dr. Angela King
Executive Director
Central Montco Technical High School
821 Plymouth Road
Plymouth Meeting Pa 19462

Dear Dr. King:

Please accept this letter as formal notification of my resignation from the role of Administrative Assistant with Central Montco Technical High School. My last day will be June 22, which will fulfill my contract year. Unfortunately, at this time, family circumstances require my full attention, which leave me unable to fulfill my duties to the school.

Thank you very much for understanding. I wish you nothing but the best. I have been thankful for and happy in my job at Central Montco. I will miss you and think of my time here positively. Please let me know if you have any questions or if you think of any way I can help with the transition to a new Administrative Assistant.

Sincerely,



Kathryn Viggiano

Dear Dr. King and Mr. Brunken

I'm writing you this letter to inform you that I will not return to CMTHS for the 2023-2024 school year. I'm deeply saddened to inform you of this as it has been amazing working with the staff and students there. My decision wasn't made lightly and unfortunately financially it best for my family that I go back to work full time at the salon. With that be said I would appreciate it if you would inform me if a full-time teacher position became available. I would love to be considered for it if you would have me back. I THANK YOU both greatly for one of the best opportunities I've had.

Sincerely,

Elsie Medina



Professional Improvement Conference/Workshop Request Form

Name of Conference/Workshop

Place and Date of Conference/Workshop

Program/
Purpose:

Quality career and technical education is an essential part of America's workforce development system. The challenges of assuring a high-quality system which meets the needs of students and employers are many. This conference will focus on providing career and technical education leaders with the information and skills to help them meet those challenges.

Attendees:

Cost not to exceed:

Registration:	<input type="text" value="\$500.00"/>
Lodging:	<input type="text" value="\$500.00"/>
Transportation:	<input type="text" value="\$200.00"/>
Meals:	<input type="text" value="\$100.00"/>
Other (Describe):	<input type="text"/>
Total:	<input type="text" value="\$1,300.00"/>

Source of Funding: Budgeted General Funds: \$

Grant: Amount: \$

Submitted by:

Supervisor's Approval:

Director's Approval:

Book	Policy Manual
Section	800 Operations
Title	Conflict of Interest
Code	827 - NEW
Status	First Reading

Purpose

This policy shall affirm standards of conduct established to ensure that Joint Operating Committee members and employees avoid potential and actual conflicts of interest, as well as the perception of a conflict of interest.

Definitions

Confidential information shall mean information not obtainable from reviewing a public document or from making inquiry to a publicly available source of information.[\[1\]](#)

Conflict or **Conflict of interest** shall mean use by a Joint Operating Committee member or employee of the authority of their office or employment, or any confidential information received through their holding public office or employment, for the private pecuniary benefit of them, a member of their immediate family or a business with which they or a member of their immediate family is associated. The term does not include an action having a de minimis economic impact, or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the Joint Operating Committee member or employee, a member of their immediate family or a business with which they or a member of their immediate family is associated.[\[1\]](#)

De minimis economic impact shall mean an economic consequence which has an insignificant effect.[\[1\]](#)

Financial interest shall mean any financial interest in a legal entity engaged in business for profit which comprises more than five percent (5%) of the equity of the business or more than five percent (5%) of the assets of the economic interest in indebtedness.[\[1\]](#)

Honorarium shall mean payment made in recognition of published works, appearances, speeches and presentations, and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.[\[1\]](#)

Immediate family shall mean a parent, parent-in-law, spouse, child, spouse of a child, brother, brother-in-law, sister, sister-in-law, or the domestic partner of a parent, child, brother or sister.[\[1\]](#)

Business partner shall mean a person who, along with another person, plays a significant role in owning, managing, or creating a company in which both individuals have a financial interest in the company.

Delegation of Responsibility

Each employee and Joint Operating Committee member shall be responsible to maintain standards of conduct that avoid conflicts of interest. The Joint Operating Committee prohibits members of the Joint Operating Committee and employees from engaging in conduct that constitutes a conflict of interest as outlined in this policy.

Guidelines

All Joint Operating Committee members and employees shall be provided with a copy of this policy and acknowledge in writing that they have been made aware of it. Additional training shall be provided to designated individuals.

Disclosure of Financial Interests

No Joint Operating Committee member shall be allowed to take the oath of office or enter or continue upon their duties, nor shall they receive compensation from public funds, unless they have filed a statement of financial interests as required by law.[2]

The school solicitor and designated school employees shall file a statement of financial interests as required by law and regulations.[3][4]

Standards of Conduct

The school maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees and Joint Operating Committee members engaged in the selection, award and administration of contracts.[5]

No employee or Joint Operating Committee member may participate in the selection, award or administration of a contract supported by a federal award if they have a real or apparent conflict of interest as defined above, as well as any other circumstance in which the employee, Joint Operating Committee member, any member of their immediate family, their business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.[5]

The school shall not enter into any contract with a Joint Operating Committee member or employee, or their spouse or child, or any business in which the person or their spouse or child is associated valued at \$500 or more, nor in which the person or spouse or child or business with which associated is a subcontractor unless the Joint Operating Committee has determined it is in the best interests of the school to do so, and the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the Joint Operating Committee member or employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract.[1]

When advertised formal bidding is not required or used, an open and public process shall include at a minimum:

1. Public notice of the intent to contract for goods or services;
2. A reasonable amount of time for potential contractors to consider whether to offer quotes; and
3. Post-award public disclosure of who made bids or quotes and who was chosen.

Any Joint Operating Committee member or employee who in the discharge of their official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of their interest as a public record in a written statement to be attached to the Joint Operating Committee minutes.[\[1\]](#)

No public official or public employee shall accept an honorarium.[\[1\]](#)

Joint Operating Committee members and employees may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. Gifts of a nominal value may be accepted in accordance with Joint Operating Committee policy.[\[5\]](#)[\[6\]](#)

Improper Influence

No person shall offer or give to a Joint Operating Committee member, employee or nominee or candidate for the Joint Operating Committee, or a member of their immediate family or a business with which they are associated, anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment based on the offeror's or donor's understanding that the vote, official action or judgment of the Joint Operating Committee member, employee or nominee or candidate for the Joint Operating Committee would be influenced thereby.[\[1\]](#)

No Joint Operating Committee member, employee or nominee or candidate for the Joint Operating Committee shall solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding of that Joint Operating Committee member, employee or nominee or candidate that the vote, official action or judgment of the Joint Operating Committee member, employee or nominee or candidate for the Joint Operating Committee would be influenced thereby.[\[1\]](#)

Organizational Conflicts

Organizational conflicts of interest may exist when due to the school's relationship with a subsidiary, affiliated or parent organization that is a candidate for award of a contract in connection with federally funded activities, the school may be unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.[\[5\]](#)

In the event of a potential organizational conflict, the potential conflict shall be reviewed by the Administrative Director or designee to determine whether it is likely that the school would be unable or appear to be unable to be impartial in making the award. If such a likelihood exists, this shall not disqualify the related organization; however, the following measures shall be applied:

1. The organizational relationship shall be disclosed as part of any notices to potential contractors;
2. Any school employees or officials directly involved in the activities of the related organization are excluded from the selection and award process;
3. A competitive bid, quote or other basis of valuation is considered; and
4. The Joint Operating Committee has determined that contracting with the related organization is in the best interests of the program involved.

Reporting Conflicts of Interest

Any perceived conflict of interest that is detected or suspected by any employee or third party shall be reported to the Administrative Director. If the Administrative Director is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Joint Operating Committee President.

Any perceived conflict of interest of a Joint Operating Committee member that is detected or suspected by any employee or third party shall be reported to the Joint Operating Committee President. If the Joint Operating Committee President is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Administrative Director, who shall report the incident to the solicitor.

No reprisals or retaliation shall occur as a result of good faith reports of conflicts of interest.

The Administrative Director or designee shall report in writing to the federal awarding agency or pass-through entity any potential conflict of interest related to a federal award, in accordance with federal awarding agency policy.[7]

Investigation

Investigations based on reports of perceived violations of this policy shall comply with state and federal laws and regulations. No person sharing in the potential conflict of interest being investigated shall be involved in conducting the investigation or reviewing its results.

In the event an investigation determines that a violation of this policy has occurred, the violation shall be reported to the federal awarding agency in accordance with that agency's policies.[7]

Disciplinary Actions

If an investigation results in a finding that the complaint is factual and constitutes a violation of this policy, the school shall take prompt, corrective action to ensure that such conduct ceases and will not recur. School staff shall document the corrective action taken and, when not prohibited by law, inform the complainant.

Violations of this policy may result in disciplinary action up to and including discharge, fines and possible imprisonment. Disciplinary actions shall be consistent with Joint Operating Committee policies, procedures, applicable collective bargaining agreements and state and federal laws.[8]

Legal	1. 65 Pa. C.S.A. 1101 et seq
	2. Pol. 004
	3. 51 PA Code 15.2
	4. 65 Pa. C.S.A. 1104
	5. 2 CFR 200.318
	6. Pol. 322
	7. 2 CFR 200.112
	8. Pol. 317
	Pol. 011
	Pol. 319
	Pol. 609
	Pol. 702

Book	Policy Manual
Section	800 Operations
Title	Fraud
Code	828 - NEW
Status	First Reading

Authority

The Joint Operating Committee expects all Joint Operating Committee members, employees, volunteers, consultants, vendors, contractors and other parties that maintain a relationship with the school to act with integrity, due diligence, and in accordance with law in their duties involving the school's resources. The Joint Operating Committee is entrusted with public funds, and no one connected with the school shall do anything to erode that trust.

Definitions

Fraud, financial improprieties, or irregularities include but are not limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the school.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other assets.
4. Impropriety in handling money or reporting financial transactions.
5. Profiteering because of insider information of Joint Operating Committee information or activities.
6. Disclosure of confidential and/or proprietary information to outside parties.
7. Acceptance or seeking of anything of material value, other than items used in the normal course of advertising, from contractors, vendors, or persons providing services to the school.
8. Destruction, removal, or inappropriate use of school records, furniture, fixtures, or equipment.
9. Failure to provide financial records to authorized state or local entities.
10. Failure to cooperate fully with any financial auditors, investigators or law enforcement.
11. Other dishonest or fraudulent acts involving the school's monies or resources.

Delegation of Responsibility

The Administrative Director or designee shall be responsible to implement and maintain a system of internal controls designed to prevent and detect potential risks, fraud, financial impropriety, or fiscal irregularities within the school, subject to review and approval by the Joint Operating Committee.

Administrators are responsible to be alert to an indication of fraud, financial impropriety, or irregularity within their areas of responsibility.

The Administrative Director shall recommend to the Joint Operating Committee for its approval completion of a forensic audit when it is deemed necessary and beneficial to the school.

Reporting

All employees shall be alert for any indication of fraud, financial impropriety or irregularity within their area of responsibility.

An employee who suspects fraud, impropriety, or irregularity shall immediately report their suspicions to the Administrative Director.

If the report involves the Administrative Director, the employee shall report their suspicions to the Superintendent of Record who shall be responsible to conduct an investigation in place of the Administrative Director.

Employees who bring forth a legitimate concern or suspicion about a potential impropriety shall not be retaliated against. Those who do retaliate against such an employee shall be subject to disciplinary action.^{[1][2][3]}

Investigation

The Administrative Director shall investigate reports of fraudulent activities in a manner that protects the confidentiality of all parties and the facts, in cooperation with appropriate individuals and agencies.

If an investigation substantiates the occurrence of a fraudulent activity, the Administrative Director shall issue a report to the Joint Operating Committee and designated individuals.

The final disposition of the matter regarding employee discipline and decision to file a criminal complaint or refer the matter to law enforcement and/or a regulatory agency for independent investigation shall be determined by the Joint Operating Committee and Administrative Director in consultation with legal counsel.

Results of an investigation shall not be disclosed to or discussed with anyone other than those individuals with a legitimate right to know, until the results are made public.

- Legal
- [1. 43 P.S. 1423](#)
 - [2. 18 U.S.C. 1513](#)
 3. Pol. 317
 - [43 P.S. 1421 et seq](#)
 - [15 U.S.C. 7201 et seq](#)

Book	Policy Manual
Section	800 Operations
Title	Breach of Computerized Personal Information
Code	830 - NEW
Status	First Reading

Purpose

With the increased reliance upon electronic data, and the maintenance of personal information of students and employees in electronic format, the Joint Operating Committee is concerned about the risk of a breach in the school's electronic system security and the possible disclosure of personal information. This policy addresses the manner in which the school will respond to unauthorized access and acquisition of computerized data that compromises the security and confidentiality of personal information.

Authority

The Joint Operating Committee directs that administrators shall provide appropriate notification of any computerized system security breach to any state resident whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed or acquired by unauthorized persons. [\[1\]](#)

Definitions

Breach of the system's security - unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of personal information maintained by the school as part of the database of personal information regarding multiple individuals and that the school reasonably believes has caused or will cause loss or injury to any state resident. Good faith acquisition of personal information by an employee or agent of the school for the purpose of the school is not a breach of the security of the system if the personal information is not used for a purpose other than the lawful purpose of the school and is not subject to further unauthorized disclosure. [\[2\]](#)

Individual - means any natural person, not an entity or company.

Personal information - includes an individual's first initial and last name in combination with and linked to any one or more of the following, when not encrypted or redacted: [\[2\]](#)

1. Social security number.
2. Driver's license number or state identification card number issued instead of a driver's license.
3. Financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state or local government records. [\[3\]](#)

Records - means any material, regardless of its physical form, on which information is recorded or preserved by any means, including written or spoken words, graphically depicted, printed or electromagnetically transmitted. This term does not include publicly available directories containing information that an individual has voluntarily consented to have publicly disseminated or listed, such as name, address or telephone number.[\[2\]](#)

Delegation of Responsibility

The Administrative Director or designee shall ensure that the school provides notice of any system security breach, following discovery, to any state resident whose unencrypted and unredacted personal information was or is reasonably believed to have been accessed and acquired by an unauthorized person. Such notice shall be made without a reasonable delay, except when a law enforcement agency determines and advises the school in writing that the notification would impede a criminal or civil investigation, or the school must take necessary measures to determine the scope of the breach and to restore the reasonable integrity of the data system. The school will also provide notice of the breach if the encrypted information is accessed and acquired in an unencrypted form, if the security breach is linked to a breach of security of the encryption, or if the security breach involves a person with access to the encryption key.[\[4\]](#)

Legal

- [1. 73 P.S. 2301 et seq](#)
- [2. 73 P.S. 2302](#)
- 3. Pol. 801
- [4. 73 P.S. 2303](#)
- [15 U.S.C. 1681a](#)



CENTRAL MONTCO

TECHNICAL HIGH SCHOOL
FOR THE ARTS, SCIENCES AND TECHNOLOGY

MEMORANDA OF
MEET AND DISCUSS FOR
ACT 93 MANAGEMENT TEAM
Effective July 1, ~~2022-2023~~, to June 30, ~~2023-2026~~

DRAFT

PHILOSOPHY

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

MANAGEMENT TEAM MEMBERS

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

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

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

TERMS OF MANAGEMENT COMPENSATION PLAN

The term of this three-year plan shall begin on July 1, ~~2022, 2023~~ and shall continue through June 30, ~~2026~~. This applies to all items except for those specified. It is understood that the plan may not be changed during the term of the agreement except by mutual agreement.

TIME FRAME FOR FUTURE PLAN

The parties shall notify each other no later than March 30, ~~2023 2026~~, of the intent to meet.

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

A. LENGTH OF WORK YEAR

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

B. HOLIDAYS

Act 93 Management Team members shall receive thirteen (14) holidays per year as scheduled by the Executive Director.

C. VACATION DAYS

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

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

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

The Executive Director must preapprove all vacation requests for Project Staff employees. No more than ten (10) vacation days may be taken consecutively unless the Executive Director makes an exception for personal or professional emergencies.

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

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

Act 93 Management Team Members shall have the opportunity to buy back up to ~~five (5) vacation days per school year~~ **ten (10) vacations days per school year.** Payment for each day will be equal to the Act 93 Management Team Member's per diem rate for the year in which the day was earned.

D. PERSONAL LEAVE

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

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

E. SICK LEAVE

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

by the Member only after exhaustion of all sick days accumulated at the School.

F. RETIREMENT SEVERANCE PAYMENT

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

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

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

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

G. LIFE INSURANCE

The Employer will provide term life insurance in the amount of two times the base salary of the Act 93 Management Team Member while under the employ of the Employer. **The employee may buy term life insurance for their spouse at the discounted rate that the employer receives at no cost to the Employer.**

H. DISABILITY INSURANCE

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

I. SUPPLEMENTING WORKERS' COMPENSATION

If any Management Team Member is absent due to an injury during the Act 93 Management Team Member's employment, which is determined by the Bureau of Workers' Compensation to be compensable under the Pennsylvania Workers'

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

J. HEALTH INSURANCE/HOSPITALIZATION

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

K. DENTAL INSURANCE

During the term of this Agreement, the Employer will pay for the cost for a basic program of dental care for Act 93 Management Team Members and eligible dependents, and an individual dental rider for inlays, crowns, space maintainers and oral surgery. The annual limit of dental coverage will be \$1,500 per individual.

Additional maximum annual benefit will be provided by the Employer through their program at the Act 93 Management Team Member's request. The Act 93 Management Team Member will pay the difference in cost through mandatory payroll deductions.

L. PRESCRIPTION PLAN

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

M. PAYMENT IN LIEU OF HOSPITALIZATION AND MEDICAL INSURANCE

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

N. PRESCRIPTION SAFETY GLASSES

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

O. TAX SHELTERED ANNUITIES

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

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

P. BEREAVEMENT

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

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

Q. PROFESSIONAL VISITATIONS, CONFERENCES-& ORGANIZATIONAL MEMBERSHIIPS

Act 93 Management Team Members are encouraged to participate actively in professional meetings and organizations which will assist the Act 93 Management Team Member to grow in service to the school. To this end, the Employer will consider for approval absences from duty for attendance at

such meetings without loss of pay and will reimburse necessary expenses incurred in such attendance or memberships.

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

R. CREDIT (TUITION) REIMBURSEMENT

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

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

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

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

S. SALARY ADJUSTMENT PLAN

Salary

1. Base Salary

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

2. Doctorate

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

Performance /Merit based pay

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

T. REASONABLE NOTICE OF INTENT TO RESIGN/RETIRE

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

U. RIGHT TO VIEW PERSONNEL FILES

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

2. An Act 93 Management Team Member shall also have the right to submit a written answer within fifteen (15) days from the presentations to him/her of such materials. This answer shall be reviewed by the Superintendent of Record of his/her representative and be attached to the material being answered and filed with it in the Act 93 Management Team Member's personnel file. The Superintendent of Record shall have the right, after review of the material and answer, to cause the entire matter to be withdrawn from the Act 93 Management Team Member's personnel file.

3. The school shall not be requested to violate the confidentiality of letters of personal reference, reports of government agencies and similar documents. It may exclude such matter from any Act 93 Management Team Member's personnel file available to him/her for inspection.

Signature
JOINT OPERATING COMMITTEE
CHAIRPERSON

Signature
JOINT OPERATING COMMITTEE
SECRETARY



MEMORANDA OF
MEET AND DISCUSS FOR
PROJECT STAFF

Effective July 1, ~~2022~~ **2023** to June 30, ~~2023~~ **2026**

PHILOSOPHY

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

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

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

EMPLOYEE CLASSIFICATIONS

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

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

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

Full time employees:

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

Part time employees:

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

Provisional employees:

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

TERMS OF THE PROJECT STAFF COMPENSATION HANDBOOK

The term of this three-year meet and discuss shall begin on July 1, ~~2022~~ **2023** and shall continue through June 30, ~~2023-2026~~. This applies to all items with the exception of those specified. It is understood that the plan may not be changed during the term of the agreement except by mutual agreement.

TIME FRAME FOR FUTURE PLAN

The parties shall notify each other no later than March 30, ~~2023~~ **2026**, of the intent to meet.

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

A. HOLIDAYS (12 Month Staff Only)

Project Staff employees shall receive thirteen (14) holidays per year as scheduled by the Executive Director.

B. VACATION DAYS (12 Month Staff Only)

Project Staff employees shall earn paid vacation days as follows:

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

The Executive Director must preapprove all vacation requests for Project Staff employees. No more than ten (10) vacation days may be taken consecutively unless the Executive Director makes an exception for personal or professional emergencies.

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

Project Staff employees shall have the opportunity to buy back up to five (5) vacation days per school year. Payment for each day will be equal to the Project Staff's per diem rate for the year in which the day was earned.

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

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

C. PERSONAL LEAVE

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

D. SICK LEAVE

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

E. RETIREMENT SEVERANCE PAYMENT

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

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

The retirement severance payment will be made for each accumulated sick day at the rate of 50% of the Project Staff employee's final per diem salary for each such day.

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

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

F. LIFE INSURANCE (Full Time)

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

G. DISABILITY INSURANCE (Full Time)

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

H. SUPPLEMENTING WORKERS' COMPENSATION

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

I. HEALTH INSURANCE/HOSPITALIZATION

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

J. PAYMENT IN LIEU OF HOSPITALIZATION AND MEDICAL INSURANCE

Any Project Staff employee, who can prove to the satisfaction of the Executive Director, that he or she and his or her eligible dependents are covered under another

medical insurance policy and therefore elect not to accept such coverage under this agreement, will receive two hundred dollars (\$200.00) per month in lieu of such coverage.

K. SUBSTITUTION OF INSURANCE CARRIERS

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

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

L. PRESCRIPTION SAFETY GLASSES

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

M. JURY DUTY

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

N. TAX SHELTERED ANNUITIES

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

O. BEREAVEMENT

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

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

P. PROFESSIONAL VISITATIONS, CONFERENCES & ORGANIZATIONAL MEMBERSHIPS

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

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

Q. CREDIT (TUITION) REIMBURSEMENT

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

- a. Project Staff employee must have the Executive Director's pre-approval of the class in writing.
- b. Project Staff employee must earn a grade of "B" or better and a pass for a pass/fail course. Reimbursement will be made after the completion of the course,

and after the Executive Director has received the official grade transcript and a copy of the receipt indicating payment of tuition.

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

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

R. REASONABLE NOTICE OF INTENT TO RESIGN/RETIRE

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

S. COMPENSATION PLACEMENT

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

T. COMPENSATION ADJUSTMENT PLAN

Base Salary

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

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

U. PERFORMANCE/MERIT BASED PAY

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

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

V. RIGHT TO REVIEW PERSONNEL FILES

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

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

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

Signature
JOINT OPERATING COMMITTEE
CHAIRPERSON

Signature
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SECRETARY