

JOINT OPERATING COMMITTEE

DIRECTOR'S REPORT

DECEMBER 17, 2019

**NOTE:** In addition to our regular business items, our meeting will focus on the reorganization of the Joint Operating Committee. This includes the election of a Chairperson and Vice-Chairperson for a one-year term.

ITEM 1: Recommend approval of the following educational field trip:

(Att. #1)	Program:	Teacher Academy
	Destination:	Villanova University
	Purpose:	Educators of Color Conference
	Date:	Thursday, December 12, 2019
	Time:	6:15 p.m. to 9:00 p.m.
	No. of Students:	9
	Chaperone:	Dr. Debora Broderick
	Transportation:	School Vans

**The instructors listed above are seeking JOC approval for the off-site educational experience as described in the attached Field Trip Request Form. The administration supports this request.**

ITEM 2: Recommend approval of the Occupational Advisory Committees for 2019-2020 school year. (Attachment #2)

**Attached is a list of the members of each Occupational Advisory Committee (OAC). This is a standard yearly procedure in compliance with the expectations of the Bureau of Career and Technical Education.**

ITEM 3: Recommend approval of Safety Inspector Certification Training Program Performance Agreement with the Pennsylvania Department of Transportation. (Attachment #3)

ITEM 4: Recommend approval of the following student youth club activity:

(Att. #4)	Program:	SkillsUSA
	Destination:	North Montco Technical Career Center Lansdale, PA
	Purpose:	SkillsUSA District 2 competitions
	Date:	January 28 and 29, 2019 and various dates for other competition locations
	Time:	7:30 a.m. to 3:00 p.m.
	No. of Students:	50
	Chaperones:	Troy Madden, Alissa Messina, David Ayres and Allison Latzo
	Transportation/Cost:	School Bus and school vans/\$590.00

**The SkillsUSA District II Competition is being held this year at North Montco Technical Career Center. The District II is comprised of technical schools from Bucks, Delaware and Montgomery Counties. More than four hundred students will compete in forty-six different competitions for a chance to represent the District II at the Pennsylvania State competitions in April. There will be over one hundred twenty-five volunteer judges from local business and industry who officiate the contests. Students from Central Montco Technical High School are selected to attend the District II Competition through their performance in class-wide competitions held at CMTHS. The administration supports this activity.**

- ITEM 5: Recommend annual payment of \$1500 to Alissa Messina to coordinate the adult Cosmetology program.
- ITEM 6: Recommend acceptance of the retirement of Kathy Glacken, Health Care Sciences instructor, effective August 15, 2020. (Attachment #5)
- ITEM 7: Recommend acceptance of the retirement of Connie Price, Allied Health Instructor, effective June 30, 2020. (Attachment #6)
- ITEM 8: Recommend acceptance of the retirement of Mary Russo, Bookkeeper, effective June 30, 2020. (Attachment #7)
- ITEM 9: Recommend approval of the following additional substitute:
- |              |   |
|--------------|---|
| Name:        | Kevin Folk                                    |
| Programs:    | Video, Sound & Music and Visual Communication |
| Rate of Pay: | \$100/day                                     |
- ITEM 10: Recommend change of employment for John Garnett to LTS Maintenance 2 position effective December 18, 2019 @ \$23/hour.
- ITEM 11: Recommend authorization for Seth Schram to admit a Springford School District student subject to finalizing the terms per solicitor review.

## **INFORMATION**

### **ASVAB Testing**

The Armed Services Vocational Aptitude Battery (ASVAB) assessment measures developed abilities and helps predict future academic and occupational success in any careers that interest them, including those found in the Military. On Monday, 11/25/19 and Tuesday, 11/26/19, 200 Central Montco Technical High School students took the Armed Services Vocational Aptitude Battery (ASVAB) assessment. The ASVAB results are expected to arrive in December.

### **Insight/On-Site Career Experiences**

On December 12 thru December 19, up to 1,500 students from the Upper Merion, Norristown, and Colonial School Districts will visit CMTHS to experience career and technical education (CTE) demonstrations, presentations, and hands-on activities. The grades range from 4<sup>th</sup> to 9<sup>th</sup> grade. All 15 of CMTHS's programs will participate with our students providing and demonstrating the activities.

### New Teacher Academy

Teacher Academy students have been invited to attend the Educators of Color event at Villanova on December 12<sup>th</sup> at 7:00 p.m. Teacher Academy students are the only high school students invited to this event which provides an opportunity for regional teachers of color and their allies to network and connect over shared teaching experiences. This is an amazing opportunity for Teacher Academy students to meet and talk to practicing teachers of color and white allies who are already in the field.

SETH SCHRAM  
ADMINISTRATIVE DIRECTOR



FIELD TRIP REQUEST FORM

Return completed form to the Director's Office. **All Field Trips require J.O.C. approval.**  
Request form must be submitted four (4) weeks prior to the event.

Today's Date: 11/18/19 Date of Trip: 12/12/19 Instructor making request: Teacher Academy

Destination: Villanova University (K-12 Educators of Color December Meet and Mingle!)

Destination address: 800 E. Lancaster Avenue, Villanova, PA 19085

Destination Telephone # and Contact Person: Dr. Krista Mallot

Names of Chaperones: \_\_\_\_\_ Substitute Needed? \_\_\_\_\_ No. students participating: 9

Deb Broderick  Yes  No Session:  A.M.  P.M.  Both

\_\_\_\_\_  
 Yes  No

\_\_\_\_\_  
 Yes  No Leave 6:15 PM Return 9:50 PM

Transportation:  School Van  School Bus  Chartered Bus  Airline

Describe how students are selected for participation:

All TA students were invited by the Villanova Ed & Counseling Dept.

Please Provide a detailed description of the trip including its purpose, relevance to your curriculum and the expected outcomes for the students.

Villanova faculty invited TA students to attend their Educators of Color event-- a networking event for Regional Educators of Color to discuss shared teaching experiences. TA students will be special guests, and will be the only high school students in attendance. This is a great opportunity for my students, who primarily are African American and Latinix to meet teachers of color in the area. There will also be an opportunity for white teachers to collaborate as allies at the event. This is a free event.

Source of Funding:

Budgeted General Funds \$ \_\_\_\_\_ Youth Club Fund Raising \$ \_\_\_\_\_

\_\_\_\_\_ Grant \$ \_\_\_\_\_ Individual Class Account \$ \_\_\_\_\_

Delson Brewer  
\_\_\_\_\_  
Instructor's Signature

[Signature]  
\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
J.O.C. Approval Date

Permission Slips Given to Instructor: \_\_\_\_\_ Date: \_\_\_\_\_ Date Returned: \_\_\_\_\_

Bus: \_\_\_\_\_ Date Ordered: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Cost: \_\_\_\_\_

OCCUPATIONAL ADVISORY COMMITTEES  
2019-2020

**Allied Health**

Bontempo, Monika	Suburban Community Hospital
Brown, Kayla	Student
Buck, Karen	Suburban Community Hospital
DelVecchio, Brianna	Interim Healthcare
Gilbert, Lauren	Open MRI Bala Cynwyd
Gilkey, Jacqueline	Respiratory Therapist
Jaroma, Charlotte	ER Nurse/ Business Professional
Keyser, Karen	Suburban Community Hospital
Krick, Andree	Parents Of Past Student
Lorenz, Donna	Suburban Community Hospital
Marion, Bucci	MCCC Representative
Morello, Liz	Suburban Community Hospital
Pietrowski, Kate	Acupuncture for Health
Shultz, Tom	St. Mary's Center of Rehabilitation
Weaver, Diane	Instructor(retired)/Community Mem.

**Auto Tech**

Aiken, Thomas	Business Professional
Dietzel, Adam	Technician
Dooling, Adam	Corporate Service Manager
Fields, John	Business Professional
Grass, Christopher	Lead Technician/ Part owner
Hoult, Michael	Technician
James, Haney	Equipment Sales Representative
Kline, Justin	Business Professional
Le, Tin	Service Technician
Lee Kope	Admissions
Melnyk, Michael	Thunderbird Restorations
Melnyk, Michael	Service Technician
Morasco, Justin	Owner
Petason, Marc	PennDOT
Potoczny, Haley	Student
Ramos, Marvin	CCB Garage
Raul, Hernandez	Mechanic
Sayre, Jim	Business Professional
Seymore, Chris	Business Professional
Shannon, Chris	Technician
Skala, Greg	Hunter Engineering

Spilone, David Service Technician  
Stabb, David Business Professional  
Stalker, Thomas Technician  
Stutzman, Ian Evis Towing  
Wade, James Technician  
Weidman, Phil UTI  
Zygmunt, Joe Business Professional

### **Baking & Pastry Arts**

Copestick, Christina Training Program  
DiCicco, Katherine Baker  
DiStefano, Enrico Professional  
Farmer, Sarah Owner  
Foraker, George General Manager  
Giannone, Rinaldo Franzone's Pizzeria & Sports Bar  
Kriebel, Colleen Kriebel's Custom Bakery  
Professori, Nicholas Student  
Santi, Anthony Training Program  
Schweidel, Nicole Baker  
Vozzo, Benjamin Professor

### **Collision Repair**

Arthur Jr., Frederick Roxy Auto Body  
Calcagni, Jim Auto Damage Appraisal  
Del Grosso, Vincent Century Auto Body  
Dewald, Gary Trainor  
Dietch, Chuck Center Square Motors  
DiMino, Dotti Owner  
DiMino, John Black Horse Auto Body Shop INC.  
Doherty, Kevin M&D Auto Solutions  
Dukes, Bill Owner  
Ferguson, Lisa Corporate Operations  
Paone, George Sherwin-Williams Automotive Finishes  
Hondros, Robert Appraiser  
Hernandez, Pat Sales Representative  
Ritson, Rob Farmer's Insurance  
Schwartz, Daniel Auto Appraiser  
White, DJ Sherwin-Williams  
Stewart, John Stewart Auto Body  
Serratore, Christopher Estimator/ Training Manager

Viggiano, Kate	CMTHS Representative
Phillips, Harry	General Manager
Vonbergen, Sharon	Sales Manager
Niestroy, David	Owner
Rigler, Jake	N/A
Neal, John	Service Manager
Mayer, Ed	Collision Select Marketing Manager
Reyes, Gustavo	Laliber Collision
Monteleone, Jack	Parts Service Director

**Cosmetology**

Fatnassi, Rosemary	Business/Professional
Calianno, Julie	Business/Professional
Campbell, Victoria	N/A
Cusamono, Ron	Business/Professional
Davis, Leah	Business/Professional
DePaul, Renee	Business/Professional
Folkman, Mark	Business/Professional
Mackenzie Farrell	Business/Professional
Forte, Christina	Business/Professional
Garibay, Rosa	Business/Professional
Givnish, Melanie	Business/Professional
Grippio, Hannah	Business/Professional
Hatfield, Beth	Business/Professional
Hojnacki, Melissa	Business/Professional
Jaroma, Brenda	N/A
Keller, Oskar	Owner/Manager
Long, Natalie	Business/Professional
Rae, Meghan	Business/Professional
Ridley, Lee	Business/Professional
Saponaro, Matthew	Business/Professional
Sorensen, Max	Manager
Stimmler, Christy	Business/Professional
Vuotto, Victoria	Business/Professional
Williams, Latifah	N/A
Wood, Alyssa	Business/Professional

**Culinary Arts**

DeVito, Katie	Cook
Dietrich, Daniel	Teacher

DiStefano, Enrico	Chef
Doorley, Erika	Culinary Sales
Garbacz, William	Manager
Guarini, Matt	F & B Manager
Harris, Sammara	Cook
Hill, Pharez	DMS/SYSCO
Horvath, Tony	Teacher
Jones, Demetric	Cook
Kuklinski, Vanessa	Culinary Retail Manager
Leon Anton	FOH Server
Mabry, Dashawn	Cook
Marin, Andy	Teacher
McHenry, Michael	Cook
Meacham, AJ	Chef
Murray, Shawn	Cook
Riccioli, Cheryl	Cook
Santana, Neftaly	Owner
Santi, Anthony	Cook
Slaughter, Sierrah	Cook
Stice, Nicole	Cook
Vozzo, Benjamin	Professor

**Building Trades**

Barajas, Marie	Project Manager
Caccavo, Dave	Electrician Owner
Caponi, Christopher	Florkowski Builders INC.
Console, Vince	ABC
Costello, Salvatore	GRW
Costello, Sal	Business Professional
Dussor, Matthew	Cabinet Maker
Genkin, Michael	Operations Manager
Housel, Thomas	N/A
Howard, Quillen	Quillen Contracting INC.
Kelly, Michael	Maintenance
Krout, Vince	W.W Grainger INC.
Mackereth, Dustin	RJ's Electric
Magazzeni, Arnie	N/A
Nerkwinski, Dave	Electrician
Orner, Tim	Maintenance



Patterson, Matthew	Crystal Metal Works
Pizza, Raymond	Cabinet Maker
Schildt, Andrew	N/A
Schildt, Justin	Pnuement Maintenance
Seidler, Dan	N/A
Siciliano, Nick	Metal Fabrication/Welding
Watts, Dave	GRW Plumbing & Heating
Wilson, Kyle	GR Flooring

**Early Childhood Education**

Acosta, Dr. Holly	Director of the Office of Early Childhood Services
Allen, Karen	Retired/ Central Behavioral Health
Brown, Lawrence	Jeffersonville County Day School
Coles, Dana	N/A
DeLellis, Judith	Retired/ Owner/ Teacher at Willow Brook Pre School
DeSantis, Rebecca	Program Administrator, P-K Counts
Dunning, Christie	School Age Childcare Director
Houston, Laura	Director of Education at Elmwood Park Zoo
Jenkinson, Monica	Children's Program Manager
Klemp, Patricia	Director
Kratzer, Sandra	Retired/ 8 years Elementary Public School
Lynes, Lydia	Community Education Coordinator
Matusheski, Jenna	Preschool Teacher
Morales, Maureen	Cadence Academy Preschool
Moyer, Lorinda	Assistant Director of the Office of Early Childhood Services
Rice, Paula	Program Administrator, Head Start
Sacharczyk, Shawna	Talent Acquisition Advisor
Sultanik, Meryll	Teacher, Administrator, Educations Programs
Wadhwa, Divij	Preschool Teacher
Weiser, Emily	School Age Childcare Director

**Networking**

Burnham, Taylor	Clinical Application Admin
Dicenzo, Janet	Training Assessment
Dillman, Justin	N/A
Dillman, Lynne	Lead Engineering Tech
Ehasz, Mark	Software QA Engineer
Griffith, Tom	Owner
Hipkins, Lewis	Technician
Jegede, Joseph	Student

Ji, Jeff	Technician
Kelly, Justin	Technician
Kennerly, Andrew	Network Management
Koye, Jack	Technician
McCarthy, Brian	Open Tien Systems
O'Niell, Phillips	Owner/Partner
Parella, Michael	Technician
Pearce, Edith	The Pearce Law Firm
Plessor, Randy	Computer Contractor
Rooney, Tim	Work with Network
Schaefer, Andrew	Traffic Cost Intel
Semon, Nicholas	Student
Simpson, Jon	Owner/Partner
Simpson, Jonathan	Core Dial LLC
Trelli, Joe	Community Member

**Health Care Sciences**

Allen, Kimberly	Delaware Valley Community Health
Bello, Kathleen	Retired from CMTHS_ RN/ BS
Billetta, Bernadette	Sisters Three Consulting
Bucci, Marion	Montgomery County Community College
Colon, Ivelisse	N/A
DeLuca, Maggie	N/A
DiRado, Maryann	N/A
Hamilton, Julia	N/A
Konrad, Kelsey	RN
McCarthy, Jennifer	MD
Mikalonis, Lori	EMCM
Ortlieb, Margie	RN
Quattlebaum, Shantae	MA
Teklegiorgis, Efrem	Parent
Teklegiorgis, Luwam	Student
Williams, Kelly	Chestnut Hill Hospital

**Visual Communications**

Balestra, Marisa	American Tile & Marble
Dalasio, Jennifer	Freelance Artist
Featherman, Scott	Photographer
Freese, Amber	N/A
Garonski, Jacqueline	Managing Graphic Designer, CD

Hays, Lori	Marketing Manager
Homer, Guy	Printing & Industry
Homer, Mandy	Design
Kamieniecki, Natalie	Student
Kamieniecki, Rachel	Parent
Lowery, Elisha	CMTHS Counsel Secretary
Norman, Richard	Mechanical Packaging Design
Ragusa, Andrew	N/A
Schneider, Gene	Owner
Schroyer, Frank	Retired CMTHS Teacher
Sharadin, Dan	Video & Photography
Sharadin, Scott	Design/ Video Director
Siegl, Victoria	URBN/Anthropologie
Small, Lawrence	Sports
Spross, Theresa	N/A
Yeager, Joseph	Safety Net of PA, LLC.

**Landscape Design**

Barberra, Fred	Sales
Candelore, Joe	Superintendent
Flanders, Kim	McCloskey & Faber, PC
Frederick, Ronald	Penn State/ PA FFA
Hoult, James	JKM Lawncare LLC
Hoult, Karl	JkM Lawncare LLC
Hoult, Michael	JKM Lawncare LLC
Hundley, Sanford	Admin & Woek Operations
Huot, David	Brightview
Kenny, Alexander	Self Employed
McKee, Jim	Owner
McMillen, Gene	N/A
Moore, Nicholas	Grounds Crew
Pulcini, Mark	Manager
Rall, Eugene	E.G Rall Jr. Landscape Design
Salisbury, Kathleen	Director
Troutman, Nicholas	Sales & Service
Winter, Brenda	Parent
Winter, Eric	Student

**Video, Sound & Music**

Brown, Andrew	Video & Audio Technician
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Console, Vince	ABC
Coxe, Michael	AVT Technology- Sales & Installation
Dan, Lee	NBC 10
Davey, Jim	Instructor- Multimedia Technology
Dolan, Patrick	PW Media- Video Production Company
Geigert, William	Gockon Litigation Services
Hicks, Sean	Multimedia Teacher- TCHS Pickering Campus
Iannucci, John	N/A
Johnson, Thomas	Music Producer
Kaufman, Scott	Cara HS
O'Donnell, Jim	NBC 10
Pfister, Pete	QVC Studios- Video Producer
Roland Harcourt, Sam	Student
Roland, Abba	Circle Park Square
Sharadin, Scott	Video Editor
Straub, Nathan	Videographer & Editor
<b>Public Safety</b>	
Allen, Donnell	Military
Camarda, David	Coordinator/EMS
Gallagher, Charles	Firefighter
Hougnon, Michael	Police Officer
Kijak, Mitch	Firefighter/ Fire Tech
Lepore, Frank	Retired
Morris, Stephen	Police Officer
Nolan, Tom	Public Safety Director
O'Donnell, Thomas	Coordinator/EMS
O'Hanlon, Ed	Coordinator
Pokorny, Matthew	Sheriff
Pokorny, Matthew Jr.	Student
Scott, Gregory	Judge
Slattery, Michael	Police Officer
Wagner, Brian	Police Officer

Effective Date: \_\_\_\_\_  
 (PennDOT will insert)

Agreement No. \_\_\_\_\_  
 Federal ID No. \_\_\_\_\_

## EMISSIONS INSPECTOR CERTIFICATION PROGRAM PERFORMANCE AGREEMENT

This Emissions Inspector Certification Program Performance Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Transportation ("PennDOT") and  
 CENTRAL MONTRO TECHNICAC H.S. ("Educational Provider").

### BACKGROUND

PennDOT is responsible for the development, implementation and operation of the Emissions Inspector Certification ("EIC") Training Program as set forth in 67 Pa. Code Chapter 177 ("Emissions Inspection Program"); 75 Pa. C.S. §§ 101 et seq. To fulfill this responsibility, PennDOT is utilizing public and private educational providers and other entities as appropriate, which meet PennDOT's standards to provide a formal presentation of this instruction and possible certification testing. PennDOT may solicit assistance from the Bureau of Vocational Education, located within the Pennsylvania Department of Education, in reviewing the selection of public vocational and post-secondary institutions to carry out this program. To provide for a standardized EIC Training Program, PennDOT is requiring specific services, standards, and overall instruction performance requirements. PennDOT has determined that the Educational Provider is qualified to provide the necessary instruction and, if applicable, testing services.

The parties, intending to be legally bound, agree as follows:

1. **Program Content and Certification.** PennDOT shall provide the Educational Provider with the Training Program content. PennDOT shall be the sole authority able to certify Emissions Inspection Instructors and Emissions Inspectors.
2. **Class Administration.** All classes or testing, where applicable, shall be administered by a certified emissions inspection instructor who has attended and passed all requirements of the Emission Inspection Instructor Training Program prescribed by PennDOT.
3. **Instructor Requirements.** The Educational Provider shall provide PennDOT with instructor transcripts and resumes containing automotive and teaching credentials and work experience for each certified instructor who wishes to participate in this program.
4. **Technical Assistance.** Technical assistance shall be available to the Educational Provider through PennDOT's Bureau of Motor Vehicles.
5. **Technical Assistance (Pennsylvania Department of Education).** PennDOT may be

assisted by the Department of Education in providing technical assistance to the Educational Provider.

6. **Program Instruction.** The Educational Provider shall present the EIC Training Program by the method as indicated in the official instruction outline. Changes in presentation shall be approved by PennDOT before they can be implemented. Materials may be web-based and accessible through <https://www.patrainportal.com/> or provided in hard-copy form by PennDOT.

## FACILITIES

7. **Facility Maintenance.** The Educational Provider shall always maintain a facility which is acceptable in appearance to PennDOT and is in compliance with all applicable federal, state, and local laws, some of which shall include, local zoning ordinances and building codes, and is fully accessible to persons with disabilities in accordance with the provisions of Title II of the Americans with Disabilities Act.
8. **Facility Security.** The Educational Provider's facility shall include secure storage for instructional supplies, testing materials, and student records subject to approval by PennDOT. PennDOT expressly reserves the right to amend this Agreement to provide for the implementation of additional security measures as shall be determined to be required by PennDOT at its discretion.
9. **Adequate Classroom Facilities.** The Educational Provider shall provide adequate classroom facilities, which shall comply with all applicable state and federal laws and regulations to accommodate the group size of participating students.
10. **Required Teaching Supplies.** The Educational Provider shall provide necessary teaching supplies for training purposes including computer access with internet connectivity, seating, white boards, audio aids and visual aids.
11. **Satellite Locations.** The Educational Provider may hold training at satellite locations only if the facilities are conveniently located for accessibility for students. The Educational Provider shall request a site visit by a PennDOT representative or submit a formal request on letterhead for a change in the approved-facility to be approved by PennDOT. Approval must be sought thirty (30) days prior to planned use. Once approved, the Educational Provider shall notify PennDOT within twenty four (24) to forty eight (48) hours prior to conducting a class or testing at the approved, off-campus site.

## PERSONNEL

12. **Personnel Criminal Record Check Requirements.** Prior to execution of this Agreement, and annually thereafter, the Educational Provider shall provide to PennDOT a list of all personnel to be engaged in executing or administering the terms of this Agreement and in providing training under it. The Educational Provider shall, prior to execution of this

Agreement, obtain a criminal record check for each of the Educational Provider's owners, officers, administrators, certified emission inspection instructors, and employees involved in executing or administering the terms of this Agreement and in providing training under it. Criminal record checks shall be obtained from the Pennsylvania State Police and shall be made available to PennDOT. Subsequent criminal record checks shall be required upon request by PennDOT. PennDOT shall review the criminal history of all personnel involved in executing or administering the terms of this Agreement and may refuse execution of this Agreement based on past criminal activity of such personnel if it is determined that execution of this Agreement is not in the best interest of the Commonwealth or the EIC Training Program. The Educational Provider shall provide timely written notification to PennDOT of all personnel changes, as they occur, and criminal record checks for new personnel.

13. **Personnel Violation Disclosures.** The Educational Provider shall disclose to PennDOT, in writing, any violations by the Educational Provider, any of its owners, officers, administrators, certified emission inspection instructors, or employees of the Emissions Inspection Program. Such violations shall be considered by PennDOT and, at PennDOT's discretion, may be cause to refuse execution of this Agreement if it is determined that execution of this Agreement is not in the best interest of the Commonwealth or the EIC Training Program.
14. **Instructor Certification.** The Educational Provider shall request certification of emissions inspection instructor candidates by submission of a letter of intent on the Educational Provider's letterhead. PennDOT shall be the sole authority for approval of emissions inspection instructor candidates, regardless of whether the emissions inspection instructor candidates' relationship to the Educational Provider is that of employee, subcontractor, independent contractor, or otherwise. The Educational Provider shall provide to PennDOT each emissions inspection instructor candidate's educational transcripts, a copy of the emissions inspection instructor candidate's current emissions inspector certification card and resume containing automotive and teaching credentials, and work experience for each emissions inspection instructor candidate who wishes to participate in this program. Any violations of the Emissions Inspection Program shall be disclosed to PennDOT by the emissions inspection instructor candidate and Educational Provider and may be cause for disapproval of an emissions inspection instructor candidate. In addition, the Educational Provider shall obtain criminal record checks for each emissions inspection instructor candidate from the Pennsylvania State Police and make them available to PennDOT. PennDOT may solicit assistance from the Bureau of Vocational Education, Pennsylvania Department of Education, in reviewing the instructor approval process for public vocational and post-secondary Educational Providers.
15. **Selection of Educational Provider.** PennDOT may solicit information from the Educational Provider regarding PennDOT's preference of an Educational Provider to provide instruction and evaluation of the emissions inspection instructor candidates. PennDOT shall be the sole authority for selecting the Educational Provider to provide instruction and evaluation of emissions inspection instructor candidates. Educational Providers shall not provide instruction and evaluation of emissions inspection instructor candidates employed

or expected to be employed by the requesting Educational Provider.

16. **Emissions Inspection Instructor Candidates' Course Hour Requirements.** Instruction and evaluation of emissions inspection instructor candidates shall consist of a minimum of eight (8) hours of classroom observation and testing with a certified emissions inspection instructor. Emissions inspection instructor candidates shall participate in teaching the classroom instruction to be evaluated by the certified emissions inspection instructor. No fee shall be charged for certification of emissions inspection instructor candidates. Qualified emissions inspection instructor candidates shall receive an Emissions Inspection Instructor Certification from PennDOT upon successful completion of the Emissions Inspection Instructor Training, receipt of a favorable recommendation from the evaluating certified emissions inspection instructor, and final approval from PennDOT.
17. **License Requirements for Certified Emissions Inspection Instructors Authorized to Teach Programs.** PennDOT's Emissions Inspection Instructor Certification authorizes certified emissions inspection instructors to teach the EIC Training Program. Certified emissions inspection instructors shall have a valid Pennsylvania photo driver's license. Out-of-state resident certified emissions inspection instructors shall have a valid Pennsylvania Photo Identification number and out-of-state driver's license.
18. **Affidavits.** The Educational Provider shall, at the time of hiring and annually thereafter, secure an affidavit from each person engaged in activities under this Agreement indicating that he or she has reviewed the terms of this Agreement and is properly certified as required by PennDOT. Completed affidavits shall be made available to PennDOT upon request. The Educational Provider shall be responsible for the conduct of all personnel engaged in activities under this Agreement.
19. **Certification Validity.** Emissions Inspection Instructor Certification will remain valid as long as a certified emissions inspection instructor continues to teach the program in accordance with this Agreement and the provisions of the Emissions Inspection Program. If a certified emissions inspection instructor does not teach the EIC Training Program within a three- (3-) year period, violates provisions of the Emissions Inspection Program, or fails to remedy deficiencies in instruction as required by PennDOT, PennDOT reserves the right to revoke the certified emissions inspection instructor's certification. Emissions inspector certifications obtained in conjunction with certification as an emissions inspection instructor (without course instruction and testing) may also be revoked, at the discretion of PennDOT.
20. **Certified Emissions Inspection Instructor Identification Number.** Each certified emissions inspection instructor shall use his or her emissions certification ID number. This number shall be assigned by PennDOT. This number shall be used to identify the certified emissions inspection instructor on all documents submitted to PennDOT.
21. **Instructor Clinics.** Periodic emissions inspection instructor clinics may be required by PennDOT to provide program updates and information to the Educational Provider, its administrators and certified emissions inspection instructors. When feasible, these clinics



may be held in conjunction with the annual curriculum workshop held by the Pennsylvania Department of Education.

22. **Program Performance Standards.** Certified emissions inspection instructors shall meet program performance standards as previously stated. Special attention must be given to student identification, course, and certification categories.
23. **Substitute Emissions Inspection Instructor.** PennDOT reserves the right to require the Educational Provider to substitute a certified emissions inspection instructor if the current certified emissions inspection instructor is in violation of any of the terms and conditions of this Agreement, is under any civil or criminal investigation, or engages in unethical conduct. The Educational Provider shall provide PennDOT the name of any substitute emissions inspection instructor for approval prior to the Educational Provider conducting a class.

### SECURITY

24. **Record Maintenance.** The Educational Provider, its administrators, supervisors, and certified emissions inspection instructors shall maintain proper program records and materials in a secure location, under lock and key, to prevent unauthorized access to student information. Where electronic data relating to training offered through this Agreement is stored or transmitted by the Educational Provider, the Educational Provider shall comply with all Commonwealth IT Policies relative to contractor personnel and records. Commonwealth IT Policies can be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.
25. **Testing Materials.** Testing materials, if applicable, shall not be provided to any unauthorized personnel or to any student for purposes other than testing. Tests shall be secured at the conclusion of each class.
26. **Test Completion.** The Educational Provider shall collect all tests and scoring sheets after the completion of each test, if applicable. The Educational Provider shall enter the class roster and exam scores into the online Vehicle Inspection System.

### STUDENT REQUIREMENTS AND ELIGIBILITY

27. **Who May Register.** Any interested person may register and apply for the EIC Training Program. Registration is for all students with or without previous mechanical training.
28. **Requirements to Become a Certified Emissions Inspector.** A person must successfully complete the EIC Training Program to become a certified Emissions Inspector.
29. **Age Requirement.** The Educational Provider shall ensure that all students are at least eighteen (18) years of age to be eligible to apply for certification from PennDOT. A student shall provide proof of age by presenting a current driver's license which shall be verified by the Educational Provider prior to beginning instruction. For a student less than eighteen

may be held in conjunction with the annual curriculum workshop held by the Pennsylvania Department of Education.

22. **Program Performance Standards.** Certified emissions inspection instructors shall meet program performance standards as previously stated. Special attention must be given to student identification, course, and certification categories.
23. **Substitute Emissions Inspection Instructor.** PennDOT reserves the right to require the Educational Provider to substitute a certified emissions inspection instructor if the current certified emissions inspection instructor is in violation of any of the terms and conditions of this Agreement, is under any civil or criminal investigation, or engages in unethical conduct. The Educational Provider shall provide PennDOT the name of any substitute emissions inspection instructor for approval prior to the Educational Provider conducting a class.

### SECURITY

24. **Record Maintenance.** The Educational Provider, its administrators, supervisors, and certified emissions inspection instructors shall maintain proper program records and materials in a secure location, under lock and key, to prevent unauthorized access to student information. Where electronic data relating to training offered through this Agreement is stored or transmitted by the Educational Provider, the Educational Provider shall comply with all Commonwealth IT Policies relative to contractor personnel and records. Commonwealth IT Policies can be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.
25. **Testing Materials.** Testing materials, if applicable, shall not be provided to any unauthorized personnel or to any student for purposes other than testing. Tests shall be secured at the conclusion of each class.
26. **Test Completion.** The Educational Provider shall collect all tests and scoring sheets after the completion of each test, if applicable. The Educational Provider shall enter the class roster and exam scores into the online Vehicle Inspection System.

### STUDENT REQUIREMENTS AND ELIGIBILITY

27. **Who May Register.** Any interested person may register and apply for the EIC Training Program. Registration is for all students with or without previous mechanical training.
28. **Requirements to Become a Certified Emissions Inspector.** A person must successfully complete the EIC Training Program to become a certified Emissions Inspector.
29. **Age Requirement.** The Educational Provider shall ensure that all students are at least eighteen (18) years of age to be eligible to apply for certification from PennDOT. A student shall provide proof of age by presenting a current driver's license which shall be verified by the Educational Provider prior to beginning instruction. For a student less than eighteen

(18) years of age, while able to participate in the instruction and exam, the student must notify PennDOT upon reaching the age of eighteen (18) to receive their ID card.

30. **Program Requirements Made Known Prior to Admission.** All students shall be made aware of program requirements and responsibilities prior to admission through written material published by the Educational Provider. The Educational Provider shall inform all students prior to admission that the required training materials must be read before instruction begins and the student shall bring all training materials to class.
31. **Student Identity Verification.** The Educational Provider, its certified emissions inspection instructors, and any personnel involved in registering students entering the EIC Training Program shall verify the identification ("ID") of every student requesting registration.
32. **Driver's License Requirement.** The Educational Provider or certified emissions inspection instructor shall verify the ID of every registered student entering the EIC Training Program during the initial class period and at all examinations and tactile test periods. All students shall provide their valid Pennsylvania photo driver's license secured from PennDOT. Out-of-state students shall provide a valid out-of-state driver's license. Students failing to provide required ID shall not be allowed to participate in the instruction or take the required tests. If the student presents a driver's license which is not valid, or does not have valid driving privileges upon successful completion of all course examinations, no certification credentials shall be issued. The Educational Provider or certified emissions inspection instructor shall contact PennDOT prior to beginning instruction to determine the eligibility of any student who is unable to present a valid driver's license or any student with restricted driving privileges that may make them ineligible for certification, i.e., Occupational Limited License ("OLL"), Probationary License ("PL"), or Ignition Interlock ("II"). If the student presents proof of valid driving privileges within one (1) year of successful completion of all course examinations, certification credentials will be issued. If unable to provide proof of valid driving privileges within the specified time frame, the exam results shall become invalid.
33. **Driver's License Restrictions.** The Educational Provider shall notify students with driver's license restrictions 3 (automatic transmission) and 4 (special equipment) that they may register for the course and, upon satisfactory completion, apply for certification. However, course completion and application shall not guarantee certification; each application with any of the above restrictions shall be reviewed by PennDOT on a case-by-case basis. Students with restrictions may have their application rejected by PennDOT and are urged to determine their eligibility for certification prior to registering for the course.
34. **Educational Provider Restrictions.** Unless otherwise approved by PennDOT in writing, Educational Providers that are private licensed schools or seminar providers may not instruct, test, and apply for certification for employees of the Educational Provider.

#### INSTRUCTIONAL AND TESTING MATERIALS

35. **Training Material Availability.** Training materials shall be made available on-line. On-line

instructor materials will be provided free of charge to the Educational Provider.

36. **Textbook Availability On-line.** Textbook materials may be made available on-line for the student for a fee. The Educational Provider shall not charge for materials provided by PennDOT on-line.

#### CLASSROOM INSTRUCTION, TESTING, AND CERTIFICATION

37. **Educational Provider and Certified Emissions Inspection Instructor Identification Numbers.** The Educational Provider and each certified emissions inspection instructor shall have an identification number. The identification number for the Educational Provider shall be the Vocational Education Management Information System ("VEMIS") number or a number assigned by PennDOT. The certified emissions inspection instructor number shall be the same as their emissions inspector number. These numbers shall be used to identify the Educational Provider and certified emissions inspection instructor(s) on all documents submitted to PennDOT.
38. **Program Content.** The EIC Training Program shall cover all required program content listed in the official instruction outline as designated by PennDOT.
39. **Minimum Training Hours Requirement.** The EIC Training Program shall require a minimum of eight hours class work, to include testing, if applicable. Additional time may be required, at the certified emissions inspection instructor's discretion.
40. **Scheduled Training.** The Educational Provider officials shall work to their best ability to schedule students for the training course as soon as possible. Students must be notified of all open classes.
41. **Adequate Classroom Facilities.** The Educational Provider shall provide adequate classroom facilities that accommodate the group size of participating students and comply with all applicable local, state, and federal laws and regulations.
42. **Instruction Cancellation Prohibited.** Once instruction has officially begun, it shall not be cancelled because of student dropouts.
43. **Class and Test Administration.** All classes, and testing, if applicable, shall be administered by an emissions inspection instructor certified by PennDOT.
44. **Failure of Written Test.** A student who fails the initial certification exam twice shall retake the entire EIC instructor-led course and pay for an additional online exam.
45. **On-line Training.** All students seeking initial certifications must secure their online training materials in advance of attending their instructor-led course in a classroom setting and taking a proctored online exam.
46. **Training Content and Minimum Classwork and Testing Requirements.** Content covered

in the classroom shall meet program objectives listed in the instructor guides and these Terms and Conditions. No modifications or deviations from these materials shall be made without the express written approval of PennDOT. The Educational Provider shall provide a total of eight (8) hours of instruction, which includes the exam. The initial exam will be completed on-line and proctored by the certified emissions inspection instructor.

47. **Passing Score.** The student shall pass the online EIC exam with a grade percentage of eighty percent (80%) or more correct answers.
48. **Test Timeframe.** Failure to pass the online EIC exam within the allotted time shall require the student to retake the exam. A student who fails the final exam twice is required to repeat the class and purchase an additional online exam.
49. **Open Book Testing Prohibited.** Open book testing is prohibited.
50. **EIC Program Completion.** Upon a student's successful completion of the certified emissions instructor-led classroom course, the certified emissions instructor will confirm the student's attendance online through the [patrainingportal.com](http://patrainingportal.com), and establish the student's ability to access the online exam. Upon exam completion, the instructor will record the student's grade in PennDOT's Vehicle Inspection System.

#### FEES

51. **Permissible Tuition Fees.** To offset financial requirements for the purchase of equipment, instruction materials, and instructor and administrative processes, the Educational Provider may secure revenues through tuition fees.
52. **Notification of Tuition Fees.** The Educational Provider shall notify all students that a tuition fee may be required for the instruction. Pennsylvania State Police officers assigned as Vehicle Fraud Investigators and PennDOT employees or authorized representatives of PennDOT assigned as Quality Assurance Officers are not required to pay a tuition fee for the instruction.
53. **Government Monies.** The Educational Provider shall use available federal, state and local monies that can be applied for this specific program to offset costs of presenting the instruction.
54. **Tuition Variance.** Students enrolling in the EIC Training Program residing in a non-participating district ("non-sponsored student") may be required to pay additional tuition fees ("tuition variance").

#### AUDITS AND OVERSIGHT

55. **Audit Visits.** PennDOT reserves the right to make visits for the audit, observation, and evaluation of the Educational Provider's facilities and certified emission instructor presentation (this includes both secondary and adult education courses). The visit may

include the examination of the records which are subject to the record keeping requirements of this Agreement and PennDOT regulations. The Educational Provider may be notified prior to the visit(s). The Educational Provider shall make every reasonable effort to make records available to PennDOT upon demand.

56. **Audit-Ready Status Required.** The Educational Provider shall maintain an audit-ready status at all times, as audits may be unannounced.
57. **Program Implementation Assistance.** Periodic visits may be arranged to meet with the Educational Provider administrators and certified emissions inspection instructors to review and assist in the implementation and presentation of the program.
58. **Periodic Bulletins.** PennDOT shall periodically send bulletins to the Educational Provider, its certified emissions inspection instructors, and administrators concerning the EIC Training Program. PennDOT shall also send all inspection bulletins that clarify regulations to certified emission inspection instructors to ensure their knowledge is current.
59. **Department of Education Audits.** The Pennsylvania Department of Education may make periodic audits of EIC Training Program records maintained at public vocational and post-secondary Educational Providers.
60. **Compliance with Laws and Regulations.** The Educational Provider shall comply with all applicable federal and state laws and regulations and local ordinances in carrying out its obligations under this Agreement.
61. **Indemnification.** The Educational Provider shall indemnify, and defend (if requested) the Commonwealth of Pennsylvania, PennDOT, its officers, agents and employees, from all suits, actions or claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person(s), or property by or from the Educational Provider and its administrator, certified emissions inspection instructors, employees, servants, agents, as a result of any obligations under this Agreement or resulting from the instruction provided for, or performed under, this Agreement.
62. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.
63. **Conflict Between Agreement and Attachments.** In the event of conflict between the provisions of this Agreement and any attachment to this Agreement, the provisions of this Agreement shall control.
64. **Termination for Good Cause.** PennDOT reserves the right to terminate this Agreement for any specific campus(es) or the Educational Provider as a whole for good cause shown. Good cause shall include, but not be limited to, nonperformance or inadequate performance; activity or conduct engaged in by the Educational Provider, any of its owners, officers, administrators, certified emissions inspection instructors, or employees involved in executing or administering the terms of this Agreement, that is not in the best interest of

PennDOT, demonstrates a failure to exercise due care or an appropriate degree of responsibility, or is contrary to the Terms and Conditions of this Agreement; misrepresentation or fraud on the part of the Educational Provider, any of its owners, officers, administrators, certified emissions inspection instructors, or employees involved in executing or administering the terms of this Agreement; or the existence of circumstances after execution of this Agreement that would have caused PennDOT to refuse execution of this Agreement.

65. **PennDOT's Right to Suspend, Terminate, or Revoke this Agreement.** If a certified emissions inspection instructor or member of the Educational Provider acts in a manner in violation of the goals and mission of PennDOT, PennDOT reserves the right to suspend, terminate, or revoke this Agreement for any specific campus(es) or the Educational Provider as a whole as well as the inspector certifications of any of the individuals in question.
66. **Educational Provider's Notice of Termination.** The Educational Provider may terminate this Agreement by providing a written notice thirty (30) days prior to the proposed termination date.
67. **PennDOT's Notice of Termination.** PennDOT may terminate this Agreement for good cause as provided in this Agreement, by providing a written notice of termination. The written notice shall state that termination of the Agreement shall be effective in thirty-one (31) days from the mail date specified in the notice, unless the Educational Provider appeals the notice of termination under 2 Pa. C.S. §§ 501-508 (relating to general rules of administrative practice and procedure of administrative agencies); 1 Pa. Code Part II (relating to general rules of administrative practice and procedure); and 67 Pa. Code Chapter 491 (relating to administrative practice and procedure) by filing a written request for a hearing within thirty (30) days of the mail date to:

Administrative Docket Clerk  
Office of Chief Counsel  
400 North Street, 9th Floor  
Harrisburg, PA 17120-0096

A copy of the termination notice must accompany the request for a hearing.

68. **Suspension of Educational Provider Operations.** PennDOT reserves the right to suspend the Educational Provider's operations under this Agreement on an interim basis prior to the termination date or a hearing, where it determines that the Educational Provider's conduct presents an immediate and substantial threat of harm to the public or PennDOT's interests. Any such interim suspension shall be subject to review as provided in 67 Pa. Code Chapter 491 (relating to administrative practice and procedure).
69. **Standard Provisions.** The Educational Provider shall comply with and be bound by the Contractor Integrity Provisions, Contractor Responsibility Provisions, Commonwealth NonDiscrimination/Sexual Harassment Clause, and the Provisions Concerning the Americans With Disabilities Act which are attached to and made part of this Agreement as



Exhibits A, B, C, and D, respectively. The term "Contractor" as used in these Exhibits shall mean the Educational Provider.

70. **Information Technology Policies.** The Educational Provider shall comply with all applicable IT standards and policies issued by the Governor's Office of Administration. These standards and policies are contained in the Information Technology Policies (ITPs), and are posted at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx>. The ITPs are incorporated herein by reference as though set forth at length.
71. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101- 3104, applies to this Agreement and is attached to and made part of this Agreement as Exhibit E. The Educational Provider shall abide by the requirements in Exhibit E. The term "Contractor" as used in this Exhibit shall mean the Educational Provider.
72. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.
73. **Term.** This Agreement shall become effective from the date of the last signature to the Agreement and shall remain in effect unless terminated pursuant to the terms of this Agreement.
74. **Amendments.** Any changes, corrections, or additions to the Agreement, with exception of the Notice section, shall be in writing in the form of a letter amendment signed by both parties, setting forth the proposed change, correction, or addition. The letter amendment shall be considered fully executed when signed by the authorized representatives of the parties as well as PennDOT's Office of Chief Counsel.
75. **Notice.** Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally; or by certified or registered United States mail, postage prepaid, return receipt requested; or by a recognized overnight courier service (e.g., Federal Express, United Parcel Service or DHL) with confirmed receipt; or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), and sent to the Educational Provider's main campus and to PennDOT at the following addresses:

For PennDOT:  
Pennsylvania Department of Transportation  
Vehicle Inspection Division  
ATTN: Schools and Instructors Unit Manager  
PO Box 69003  
Harrisburg, PA 17106-9003  
[RA-PDSCHOOLINSTRUCT@pa.gov](mailto:RA-PDSCHOOLINSTRUCT@pa.gov)  
Fax: 717-705-6990



For the Educational Provider (main campus):  
Title  
Address  
Email  
Fax number

or to such other address as a party may designate in writing to the other party. Except for the notices to be given under the "Termination" section above, notice shall be deemed given when received.

76. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in the Agreement.
77. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
78. **Independence of the Parties.** It is understood by and between the parties that nothing contained herein is intended or shall be construed to, in any respect, create or establish the relationship of partners between the Educational Provider and PennDOT, or as constituting PennDOT as the representative or general agent of the Educational Provider for any purpose whatsoever.
79. **Assignment.** This Agreement may not be assigned by the Educational Provider, either in whole or in part, without the written consent of PennDOT.
80. **No Third Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in or on persons or entities not a party to this Agreement.
81. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

82. **Integration and Merger.** This Agreement and, if applicable, any exhibits and attachments when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

\*

\_\_\_\_\_  
Title: \_\_\_\_\_ Date \_\_\_\_\_ BY \_\_\_\_\_  
Title: \_\_\_\_\_ Date \_\_\_\_\_

Educational Provider must complete the attached resolution or provide its own resolution authorizing signature authority.

**DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
Deputy Secretary \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO LEGALITY  
AND FORM

BY \_\_\_\_\_  
for Chief Counsel \_\_\_\_\_ Date \_\_\_\_\_

BY \_\_\_\_\_  
Deputy General Counsel \_\_\_\_\_ Date \_\_\_\_\_

BY \_\_\_\_\_  
Deputy Attorney General \_\_\_\_\_ Date \_\_\_\_\_

BY \_\_\_\_\_  
Office of Comptroller \_\_\_\_\_ Date \_\_\_\_\_  
Operations

RESOLUTION

BE IT RESOLVED, by authority of the \_\_\_\_\_ of the  
(Name of governing body\*)

\_\_\_\_\_ in \_\_\_\_\_ County, and it is hereby  
(Name of Educational Provider)

resolved by authority of the same, that the \_\_\_\_\_ be authorized and  
(Designate official title)

directed to sign the attached agreement on its behalf and that the \_\_\_\_\_  
(Designate official title)

be authorized to attest the same.

ATTEST:

EDUCATIONAL PROVIDER:

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature and designation of official title) (Signature and designation of office title)

\*Governing Body- Board of Trustees, Board of Directors, etc.

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I \_\_\_\_\_ , \_\_\_\_\_  
(Name) (Official Title)

of the \_\_\_\_\_ , do hereby certify that  
(Name of governing body and Educational Provider)

the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the  
\_\_\_\_\_ held on the \_\_\_\_\_ day of \_\_\_\_\_ , 20 \_\_\_\_\_.  
(Name of governing body)

DATE: \_\_\_\_\_ , 20 \_\_\_\_\_. \_\_\_\_\_  
(Signature and designation of official title)

### CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

## **Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

**PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the *"General Prohibitions Against Discrimination," 28 C. F. R. § 35.130*, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT D



### Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

### EXHIBIT E



FIELD TRIP REQUEST FORM

Return completed form to the Director's Office. All Field Trips require J.O.C. approval. Request form must be submitted four (4) weeks prior to the event.

Today's Date: 11/25/19 Date of Trip: 1/28-29/20 Instructor making request: Dr. King

Destination: North Montco Technical Career Center

Destination address: Lansdale, PA

Destination Telephone # and Contact Person:

Names of Chaperones: Troy Madden Substitute Needed? No. students participating: 50

Alissa Messina Session: Both

David Ayres

Allison Latzo

Transportation: School Bus

Leave 7:30 a.m. Return 3:30 p.m.

Describe how students are selected for participation:

Programs choose the student based on skill level and attendance to compete against seven schools in SkillsUSA District 2. These students than have an opportunity to compete at the state level.

Please Provide a detailed description of the trip including its purpose, relevance to your curriculum and the expected outcomes for the students.

SKillsUSA District competitions

Source of Funding:

Budgeted General Funds \$ Youth Club Fund Raising \$ Individual Class Account \$ Grant \$

Instructor's Signature

Supervisor's Signature

Director's Signature

J.O.C. Approval Date

Permission Slips Given to Instructor: Date: Date Returned:

Bus: Date Ordered:

Contact Person: Wilson Cost: \$590.00

2118 Alexander Drive  
Norristown, PA 19403  
November 24, 2019

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

Dear Mr. Schram,

Please accept this letter as formal notification of my retirement from Central Montco Technical High School (CMTHS) effective August 15, 2020.

The last fourteen years have been a journey filled with many professional and personal joys, triumphs and challenges. I am now looking forward to writing and living the next section of my life book.

I wish to thank you and Dr. Angela King for your support and guidance over the past two and a half years and wish you luck as you continue to mold CMTHS into the school of your vision.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen D. Glacken".

Kathleen D. Glacken, M.Ed, BSN

December 2, 2019

To Whom it May Concern,

I am submitting my resignation from the position of Allied Health instructor effective June 30, 2020.

Thank you for the experience of Central Montco Technical High School.

A handwritten signature in cursive script, appearing to read "Connie Price".

Connie Price MS RN  
Allied Health  
Central Montco Technical High School  
1999-2020

Mary Russo  
1722 Monterey Drive  
Plymouth Meeting, PA 19462

December 11, 2019

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

Dear Mr. Schram:

Please accept this letter as formal notification of my retirement from Central Montco Technical High School effective June 30, 2020.

I am excited about my impending retirement, but wanted to take this opportunity to give thanks for the past 22 years of employment with Central Montco. I genuinely enjoyed working with the teachers and staff and I will miss my coworkers when my retirement day comes to pass. During my time at Central Montco, I have been blessed to work under Paul Ruzicka, Walt Slauch, Chuck Braun and you recently.

Working with the students has been a highlight of my time at Central Montco. I accepted my position as an Attendance Secretary in 1997, moved to the Guidance Department and finally to the Business Office. Central Montco has been a rewarding experience for me.

Please let me know what I can do to help with a smooth transition of my work to another employee.  
Many thanks to you and Chuck Braun for your support and guidance over my past years at Central Montco.

Sincerely,



Mary Russo