

# JOINT OPERATING COMMITTEE

## MINUTES

MAY 4, 2022

An Executive Session was held from 5:45 to 6:30 to discuss a personnel issue.

A moment of silence was held for deceased Automotive Technology instructor, Fred Kirby.

The meeting was called to order by Maggie Philips, Chairperson, at 6:33 p.m. The Pledge of Allegiance was recited.

The Joint Operating Committee welcomed the following students who spoke about their experiences at CMTHS and their future goals:

Connor Dillon – Automotive Technology – Lower Merion HS  
Damien Maga – Collision Repair – Plymouth-Whitemarsh HS  
Nadya Naboka – Landscaping – Plymouth-Whitemarsh HS

PRESENT: Chris Epstein  
Susan Moore, Treasurer  
William Winchester  
Philip Daniels  
Christopher Jaramillo  
Louis Mason, Vice Chairperson  
Troy Chiddick  
Alice Budno Hope  
Maggie Philips, Esq., Chairperson

ALSO PRESENT: Dr. Angela King, Executive Director  
James Brunken, Assistant Director  
Tamara Darden, Supervisor of Business Operations  
Dana Johnson, Supervisor of Facilities  
Dr. John Toleno, Superintendent of Record  
Marilyn Monastero, J.O.C. Secretary  
Mark Fitzgerald, Esq., Solicitor

GUESTS: Sondra Dillon, Yelena Naboka, Wendell Cassidy, Linda Anne Turner

## MINUTES

MOTION: 1. To approve the minutes of April 6, 2022.

Above motion #1 was moved by Mrs. Moore and seconded by Mr. Daniels.  
Membership Polled. All in Favor. Motion Carried.

TREASURER'S REPORT

- MOTION: 2. To approve the following items of the March 31, 2022 Treasurer's Report:
- a. Pages 1 through 11 for file and audit.
- To approve General Fund Disbursements for April 30, 2022
- a. Check #11074 through #11155, ACH payments and electronic transfers in the amount of \$2,488,437.54. (Page 13)

Above motion #2 was moved by Mrs. Epstein and seconded by Mr. Mason.  
Membership Polled. All in Favor. Motion Carried.

DIRECTOR'S REPORT

- MOTION: 3. To approve the Central Montco Technical High School 2022-2023 School Year Calendar. (Attachment #1)
4. To approve the Central Montco Technical High School 2022-2023 Holidays for Administration and Office Personnel. (Attachment #2)
5. To approve submission of application for the five flexible instructional days program to meet the 180 instructional days required of Section 1501 of the Pennsylvania Public School Code. (Attachment #3)
6. To appoint Fox Rothschild LLP as Solicitor for Central Montco Technical High School for the time period July 1, 2022 through June 30, 2023 based upon a base hourly rate of \$195.00 in accordance with the fee letter dated April 19, 2022. (Attachment #4)
7. To approve contract with JKM Landscaping for the 2022 season. (Attachment #5)
8. To accept the retirement of Joseph Dagney, School Counselor, effective June 10, 2022. (Attachment #6)
9. To approve part-time employment for Sheila Mancini as Administrative Assistant effective April 18, 2022 at the hourly rate of \$15 not to exceed 20 hours/week.
10. To approve employment of the following individual:
- |                    |  |
|--------------------|--|
| Name:              | Enrico Mazza   |
| Position:          | Coordinator of Technical Services                      |
| Effective Date:    | May 31, 2022   |
| Employment Status: | Full-time/261 days/year                                |
| Annual Salary:     | \$53,191.49 (pro-rated for June)                       |
| Benefits:          | As stated in the current ESPA (Support Staff) contract |
11. To approve attendance of SkillsUSA state officer Ali Fakira, and Troy Madden advisor, at the SkillsUSA State Officer Training Workshop in State College from June 5 to 7, 2022 at a cost not to exceed \$450.00. (Attachment #7)

12. To approve attendance of student HOSA state officer, Molly Houseal from UMHS and one advisor at the HOSA National Conference. (Attachment #8)

Event: HOSA National Conference  
Location: Nashville, Tennessee  
Dates: June 20 – 26, 2022  
Cost: \$5,565.86 – (registration, travel, hotel and meals)  
Chaperone: Noelle Pumo, Advisor

13. To approve attendance of three students and an advisor at the SkillsUSA National Conference: (Attachment #9)

Event: SkillsUSA National Leadership Conference  
Location: Atlanta, Georgia  
Dates: June 17 – 26, 2022  
No. of Students: 3  
Cost: \$6,621.00 (registration, travel, hotel and meals)  
Chaperones: Troy Madden

<u>Student</u>	<u>Competition</u>	<u>Home School</u>
Dylan Renner	Audio/Radio Production	PWHS
Stefan Bakula	Audio/Radio Production	LMHS
Ali Fakira	State Officer	UMHS

14. To approve the following educational activity: (Attachment #10)

Program: Landscaping  
Destination: Kennett Square, PA  
Purpose: Tour of Longwood Gardens  
Date: Wednesday, May 11, 2022  
Time: 9:30 to 2:00  
No. of Students: 28  
Chaperone: Melissa Trocheck, Nick Hughes and Dr. King  
Transportation/Cost: School Bus/\$375.00

15. To approve a Memorandum of Understanding for a Section 125 Cafeteria Plan Flexible Spending Program with Kades-Margolis. (Attachment #11)

16. To approve additional substitutes:

Name: Cristine Farrer and Donna Jackson  
Program: Cosmetology  
Rate: \$100/day

17. To adopt the following policies: (Attachment #12)

- Policy #317.1 (Educator Misconduct)
- Policy #318 (Attendance and Tardiness)
- Policy #319 (Outside Activities)
- Policy #320 (Freedom of Speech in Non-School Settings)
- Policy #321 (Political Activities)
- Policy #322 (Gifts)
- Policy #323 (Tobacco and Vaping Products)
- Policy #324 (Personnel Files)
- Policy #325 (Dress and Grooming)
- Policy #326 (Complaint Process)
- Policy #328 (Compensation Plans/Salary Schedules)
- Policy #330 (Overtime)
- Policy #331 (Job-related Expenses)
- Policy #332 (Working Periods)

18. To approve first reading of the following policies: (Attachment #13)

- Policy #218 Student Discipline
- Policy #220 Student Expression/Dissemination of Materials
- Policy #227 Controlled Substances/Paraphernalia
- Policy #237 Electronic Devices
- Policy #333 Professional Development
- Policy #334 Sick Leave
- Policy #335 Family and Medical Leaves
- Policy #336 Personal Necessity Leave
- Policy #337 Vacation
- Policy #338 Sabbatical Leave
- Policy #338.1 Compensated Professional Leaves
- Policy #339 Uncompensated Leave
- Policy #340 Responsibility for Student Welfare
- Policy #341 Benefits for Part-time Employees
- Policy #342 Jury Duty
- Policy #343 Paid Holidays
- Policy #347 Workers' Compensation Transitional  
Return-to-Work Program
- Policy #351 Drug and Substance Abuse

19. To approve the following educational activity: (Attachment #14)

- |                      |                                |
|----------------------|--------------------------------|
| Program:             | District 2 SkillsUSA Field Day |
| Destination:         | Dorney Park, Allentown, PA     |
| Date:                | Monday, June 6, 2022           |
| No. of students:     | 150                            |
| Chaperones:          | Several staff members          |
| Times:               | 9:30 a.m. to 8:00 p.m.         |
| Cost/Transportation: | Four school buses/\$4300.00    |

Above motions #3 through #19 were moved by Mrs. Hope and seconded by Mrs. Moore.  
Membership Polled. All in Favor. Motion Carried.

Dr. King informed the committee of the many upcoming events.

COMMITTEE REPORTS

Finance

Ms. Darden provided reasons for the amended budget as well as reasons for approval of the Apple and Canon leases at this time.

MOTION: 20. To approve the amended 2022-2023 Operating Budget along with the Apple and Canon leases. (Apple -Attachment #15 and Canon - #16)

Above motion #20 was moved by Mrs. Moore and seconded by Mr. Mason.  
Membership Polled. All in Favor. Motion Carried.

Facility Review

Mrs. Hope reported that the committee met and discussed need for more research on a new front sign.

Policy

Mrs. Epstein reported that the committee has finished the 300 series and will move on to the 800 series. Ms. Darden will review the 600 series (Finance) and Mr. Johnson will review the 700 series (Property) before the committee reviews them for adoption.

Meeting adjourned at 7:13.

Respectfully submitted,

Marilyn Monastero  
Secretary

# Central Montco Technical High School Secondary School Calendar 2022 – 2023

ATTACHMENT #1

			<u>Teacher Days</u>	<u>Student Days</u>
Monday	August 22, 2022	In-Service		
Tuesday	August 23, 2022	In-Service		
Wednesday	August 24, 2022	In-Service		
Thursday	August 25, 2022	Non-teaching Day		
Friday	August 26, 2022	Non-teaching Day		
Monday	August 29, 2022	First Student Day	6	3
Friday	September 2, 2022	Non-teaching Day		
Monday	September 5, 2022	* Holiday		
Monday	September 26, 2022	Holiday	19	19
Wednesday	October 5, 2022	Holiday	20	20
Tuesday	November 8, 2022	In-Service		
Wednesday	November 23, 2022	Non-teaching Day		
Thursday	November 24, 2022	* Holiday		
Friday	November 25, 2022	Holiday	19	18
Monday	December 26, 2022	Winter Break		
Tuesday	December 27, 2022	Winter Break		
Wednesday	December 28, 2022	Winter Break		
Thursday	December 29, 2022	Winter Break		
Friday	December 30, 2022	Winter Break	17	17
Monday	January 2, 2023	Holiday		
Monday	January 16, 2023	* Holiday	20	20
Friday	February 17, 2023	In-Service		
Monday	February 20, 2023	* Holiday	19	18
	March		23	23
Monday	April 3, 2023	Spring Break		
Tuesday	April 4, 2023	Spring Break		
Wednesday	April 5, 2023	Spring Break		
Thursday	April 6, 2023	Spring Break		
Friday	April 7, 2023	Holiday		
Friday	April 21, 2023	In-Service	15	14
Friday	May 26, 2023	Non-teaching Day		
Monday	May 29, 2023	* Holiday	21	21
Thursday	June 15, 2023	Last Student Day	11	11
<b>Total Days</b>			<b>190</b>	<b>184</b>

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

# CENTRAL MONTCO TECHNICAL HIGH SCHOOL

## 2022-2023 School Calendar

July 2022						
Su	M	Tu	W	Th	F	S
					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						

August 2022						
Su	M	Tu	W	Th	F	S
	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 2022						
Su	M	Tu	W	Th	F	S
				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 2022						
Su	M	Tu	W	Th	F	S
						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 2022						
Su	M	Tu	W	Th	F	S
		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 2022						
Su	M	Tu	W	Th	F	S
				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 2023						
Su	M	Tu	W	Th	F	S
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 2023						
Su	M	Tu	W	Th	F	S
			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				

March 2023						
Su	M	Tu	W	Th	F	S
			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	

April 2023						
Su	M	Tu	W	Th	F	S
						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 2023						
Su	M	Tu	W	Th	F	S
	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 2023						
Su	M	Tu	W	Th	F	S
				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
 FIRST & LAST STUDENT DAY	 NON-TEACHING DAY

184 STUDENT DAYS

190 TEACHER DAYS



**2022 - 2023**  
**HOLIDAYS FOR ADMINISTRATION AND OFFICE PERSONNEL**

Monday, July 4, 2022  
Monday, September 5, 2022 (Labor Day)  
Monday, September 26, 2022  
Wednesday, October 5, 2022  
Thursday, November 24, 2022 (Thanksgiving)  
Friday, November 25, 2022  
Monday, December 26, 2022  
Monday, January 2, 2023  
Monday, January 16, 2023 (Martin Luther King's Birthday)  
Monday, February 20, 2023 (Presidents' Day)  
Friday, April 7, 2023  
Monday, May 29, 2023 (Memorial Day)  
Monday, June 19, 2023



# Central Montco Technical High School | **Flexible Instructional Days** | 2022 – 2023

## **Flexible Instructional Days**

With the passage of Act 64 of 2019, section 1506 was added to the Pennsylvania Public School Code ("School Code"), 24 P.S. §15-1506, enabling public school entities the opportunity to develop a Flexible Instructional Day (FID) program to meet the 180 instructional day requirement of section 1501 of the Pennsylvania Public School Code, 24 P.S. § 15-1501. The FID program may be online, offline, or a combination of the two.

## ***Profile***

### **LEA Name**

Central Montco Technical High School  
AUN: 123460957  
821 Plymouth Road, Plymouth Meeting, PA 19462  
(610)277-2301

### **Chief Administrator Name**

Dr. Angela King  
(610)277-2301  
[aking@cmths.org](mailto:aking@cmths.org)

### **Single Point of Contact Name**

Andrea Wilson  
(484)845-3516  
[awilson@cmths.org](mailto:awilson@cmths.org)

## ***Narratives***

*1. Describe the procedure for notifying all students, parents, and professional staff prior to a flexible instructional day being instituted.*

Please make sure that you address the following components in your response

- How will you notify all stakeholder groups that your district is planning to apply for the Flexible Instruction Day (FID) Program?
- Immediately prior to or on the FID, how will you notify your stakeholders that the district has decided to implement a FID? (please identify all methods of communication)
- Ensure you differentiate between parents / guardians and students vs informing staff.
- Ensure the procedure for notifying all stakeholders prior to a flexible instructional day being instituted, is detailed and clear.

Our Executive Director will make the determination that a FID will be used in collaboration with the Superintendents of our three member districts Colonial, Norristown Area, and Upper Merion Area.

Staff will be notified of the FID via email and Remind app.

FID Notification of Parents/Guardians and students will be done through School Messenger, communicating the information in an email, a phone call and text message.

The CMTHS School Website will also be updated to inform the public that the school will be educating students through a Flexible Instructional Day.

*2. Describe the procedure for instituting a flexible instructional day.*

Please make sure that you address the following components in your response:

- Include (if applicable) the use of technology and equitable accommodations for students and professional staff lacking sufficient home access to devices and/or the Internet.
- How will the FID Day be structured? Explain your daily schedule.
- Which modes of instruction will you implement during the FID?
- Include requirements pertaining to the delivery of services and specially designed instruction, which includes accommodations and modifications for students with special needs or disabilities.

All staff will receive a notification via School Messenger and the Remind app and directed to follow the FID Procedure Manual.

Asynchronous instruction will be implemented, and each teacher will notify all student in their program before 8:00am of the specific assignment they will be required to complete in Schoology during the FID Day.

Teachers will be available to students and parent/guardians from 7:30am to 11:00 and 11:30 to 2:30 via Zoom, Remind app, phone call & text.

Special Education Coordinator & Liaison along with Instructional Assistants will assist students with special needs/disabilities to complete assignments that were modified or had accommodations included on a FID Day.

Students will be required to complete online assignment by 2:30pm, at 2:45pm final attendance for the day will be taken.

*3. Provide a contingency plan - an alternative method of delivering instruction, should there be issues with the availability of technology or student access to the materials and instructors during a flexible instructional day.*

Please make sure that you address the following components in your response:

- Include an alternative method of delivering instruction, should there be issues with the availability of technology or student access to the materials and instructors during a flexible instructional day.
- How will you ensure access to the materials and resources required for instruction and completing assignments during the FID?

- How will professional staff provide assistance to the students that are working at home with hard copies or don't have access to technology resources?
- How will you ensure that the materials and resources are relevant when the FID is initiated?
- Your contingency plan must ensure compliance with compulsory attendance laws and addresses extenuating circumstances and what workarounds would be available for students to meet the FID requirements.

When advanced notice is known of a FID Day, a student without Internet Access will be provided the written lesson plan and materials, to complete the assignment on the scheduled FID Day.

When no advance notice is available, students without Internet Access will receive the lesson plan and materials through delivery drop off at their home during the morning of the FID Day.

If a student loses Internet Access during a FID Day before they are able to complete the assignment, they should follow the directions in the student handbook regarding FID, and contact the school via phone call or Remind app to request an emergency delivery drop off of their lesson plan and any materials they may be in need of.

*4. Describe the responsibilities of professional staff during a flexible instructional day.*

Please make sure that you address the following components in your response:

Include teacher AND professional, administrative, tech support, and health services staff availability (hours, guidance, accessibility (phone, email, skype, etc.).

Administration and Administrative Staff will be available from 7:00am to 3:00pm via phone call and Zoom.

Teachers will be available to students and parent/guardian from 7:30am to 11:00 and 11:30 to 2:30 via Zoom, Remind app, phone call & text.

Technical support will be available to students and parent/guardian from 7:00am to 2:30pm via a link on the CMTHS website, Remind app, phone call & text.

Health Services Staff (LPN School Nurse) will be available to students and parent/guardian from 7:30am to 11:00 and 11:30 to 2:30 via a link on the CMTHS website, Zoom, Remind app, phone call & text. Will provide health services to students throughout the day when requested by the student. If the School Nurse is unable to provide the needed assistance the nurse at the sending school of the student will be contacted to assist.

*5. Describe the responsibilities of students during a flexible instructional day.*

Please make sure that you address the following components in your response:

- How will students participate?
- How will students' complete assignments or working on ongoing projects?
- How will students prove attendance?

Students will participate and also prove attendance in a FID Day by completing the asynchronous assignment in Schoology. Teachers may choose to have a Zoom Classroom tutorial on a FID Day to accommodate requirement of assignment that includes observing student perform task for skill, if so, an event time must be scheduled before 8:30am and all students notified via Remind app & email.

*6. Describe the procedure for tracking student participation (i.e., attendance) during a flexible instructional day.*

*Please make sure that you address the following components in your response:*

How do students sign in / how are they accounted for?

How do teachers keep track of attendance?

How do teachers keep track of participation?

If you are going to use completion of assignments as proof of participation, then the assignments must be submitted on the FID or immediately upon return to school.

Students who did not participate during the FID should be reported as having either excused or unexcused absences accordingly.

Completion of the asynchronous assignment in Schoology will be used as proof of participation and attendance will be marked as present on the FID Day.

Students that did not complete the asynchronous assignment will be marked absent and given three days to bring in an absence note.

Failure to produce an absence note will result in an unlawful absence recorded for the FID Day.

### **Overview:**

Exemplars are designed to progress the learning for all students in support of course objectives and representative of instruction on a flexible instructional day.

Exemplars must include the following design elements: reference standards, establish expectations for instructional outcomes, identify opportunities for accommodations, list resources to be utilized, delineate student participation, and define evidence of learning. Be sure to address accommodations and modifications for these students without Internet access.

### **Steps to Complete this Section:**

1. A "YES" will require a response to the Core Course Qualifying Questions.
2. A "No" response should be selected if the core course is not taught for the applicable grade levels.
3. Clearly respond to all the exemplar prompts.

PDE review shall verify completeness of submission only, not quality or compliance.

Fields with asterisks (\*) are required.

### Core Course Qualifying Question

Does your LEA offer English Language Arts courses in grades K-8? \*

- Yes  
 No

Does your LEA offer English Language Arts courses in grades 9-12? \*

- Yes  
 No

Does your LEA offer math courses in grades K-8? \*

- Yes  
 No

Does your LEA offer math courses in grades 9-12? \*

- Yes  
 No

Does your LEA offer science courses in grades 9-12? \*

- Yes  
 No

Does your LEA offer social studies courses in grades 9-12? \*

- Yes  
 No

### Overview:

Exemplars are designed to progress the learning for all students in support of course objectives and representative of instruction on a flexible instructional day.

Exemplars must include the following design elements: reference standards, establish expectations for instructional outcomes, identify opportunities for accommodations, list resources to be utilized, delineate student participation, and define evidence of learning. Be

sure to address accommodations and modifications for these students without Internet access.

Steps to Complete this Section:

- 1. A "YES" will require a response to the CTE Qualifying Questions. The applicant must provide two exemplars (Exemplars G and H) from two different career and tech program areas (i.e., culinary and automotive).
- 2. A "No" response should be selected if the public school entity does not offer five or more career and technical programs.
- 3. Clearly respond to all the exemplar prompts.

PDE review shall verify completeness of submission only, not quality or compliance.

Fields with asterisks (\*) are required.

**CTE Qualifying Question**

Does your public school entity offer five (5) or more PDE approved CTE courses? \*

- Yes
- No

The applicant must provide two exemplars (Exemplars G and H) from two different career and tech program areas (i.e. culinary and automotive).

One example is shown in this outline below:

**Exemplar G**

<b>CIP Code *</b>	<b>CIP Title *</b>
50.0402	Commercial and Advertising Art

<b>Program/Course Name *</b>	<b>Grade Level *</b>
Visual Communications	10, 11, 12



**Alpha Numeric      Standard Descriptor \***

**Descriptor \***

CC.3.5.11-12.G      Integrate and evaluate multiple sources of information presented in diverse formats...to solve a problem.

CC.3.5.11-12.H      Evaluate the hypotheses, data, analysis, and conclusions in a technical text, verifying the data when possible.

CC.3.5.11-12.I      Synthesize information from a range of sources into a coherent understanding.

**Task Number\*      Task Description \***

801      Operate digital camera and accessories.

802      Compose a photograph through the lens.

803      Differentiate lighting options and their effects.

804      Stabilize camera.

805      Download and manage digital images.

906      Participate in critiques of commercial art projects.

907      Explore current industry trends.

**Lesson Title \***

Basic Video – Level 1 – Section 11

**Lesson Goals (planned instructional outcomes) \***

After completion of the lecture and the class exercises, the students will develop a 30-second video that demonstrates basic editing procedures, which include managing media, color, sound, and transitions, to an industry level of portfolio.

**Activities (step-by-step directions for ensuring active student participation in support of planned instructional outcome) \***

*Main Assignment:* 30 Second Restaurant Commercial

*Client/Project/Background/Overview:*

Eddison Management Inc. has purchased another trendy restaurant, the problem is, for legal reasons, they need to rebrand the restaurant and logo design. The establishment menu, interior, and staff will not be changing. The client has included all the materials and footage to complete a new commercial. The client has also asked that you change the sign on the

front of the restaurant and provide new artwork for the blank table tent. Of course, the new artwork will also be needed for the intro and final slide.

*Target Market?* 21 to 45 Professionals - Trendy

*Additional info & insights:*

The commercial needs to keep up with the trendy style of marketing that has been used in the past. Try and make good use of the audio track to connect the image changes as they move on and off the frame.

*Homework / Project / Background / Overview:*

As creative artists learning how to write in a storytelling way will help you not only push your ideas but will also allow you to get your ideas out of your head and on paper. For this project I want you to let your words flow and write a poem, some topics may be.

Rain, snow, or a storm, an animal you think is beautiful or strange, your parents or children, the house where you were born, A smell that brings back memories, being a teenager, becoming an adult, middle age, old age, Feeling lonely, An imaginary friend... Something else?

**Resources (materials and/or tools required to complete the activities) \***

*Production Information and Job Specs:*

Software – Adobe Illustrator, Photoshop & Premiere Rush

Frame size is 1920 x1080 pixels

Time – 30 Seconds

Class Website: <https://www.cmthviscom.com/>

Project Page: <https://www.cmthviscom.com/foundation-year/k---adobe-premiere-rush>

YouTube: <https://www.youtube.com/channel/UCArRK8ot8SFXDyNoc0xzqfg/featured>

**Assessment(s) (evidence of learning) \***

*Homework / Project / Background / Overview:*

As creative artists learning how to write in a storytelling way will help you not only push your ideas but will also allow you to get your ideas out of your head and on paper. For this project I want you to let your words flow and write a poem, some topics maybe.

Rain, snow, or a storm, an animal you think is beautiful or strange, your parents or children, the house where you were born, A smell that brings back memories, being a teenager, becoming an adult, middle age, old age, Feeling lonely, An imaginary friend... Something else?

*Production Information and Job Specs:*

Paper size – 12" x18" – With the Ruler Border Around It (8.5" x14.5")

Medium – Up to you

...As always, sketch out your ideas first. Your sketchbook can save you a lot of time, by solving your design issues ahead of time.

**Opportunities for Accommodations and Modifications (insert options for adaptations, alternatives, and/or assistive measures within the lesson for English Learners and students with IEPs.) \***

extra time to complete the work or reading given

small group instruction

visual schedules

graphic organizers

provide a study guide

provide audio recordings

provide video/audio recordings

watch videos of social stories/interactions and ask to explain

breaking down tests into segments

pre-teaching information, then post-teaching afterwards

alternatives for completing assignments

Have your child use the computer at school and at home for schoolwork

Help your child learn organizational and time management skills.

Use of visual organizers for a step-by-step approach

**Adaptations for Students Without Internet Access (how will you provide instruction/alternative pathways for lesson completion for those without Internet access) \***

When advanced notice is known of a FID, a student without Internet Access will be provided the written lesson plan and materials, to complete the assignment on the scheduled FID.

When no advance notice is available, students without Internet Access will receive the lesson plan and materials through delivery drop off at their home during the morning of the FID.

If a student loses Internet Access during a FID before they are able to complete the assignment, they should follow the directions in the student handbook regarding FID and contact the school to request an emergency delivery drop off of their lesson plan and any materials they may be in need of.

### **Exemplar H**

**CIP Code \***

43.0107

**CIP Title \***

Criminal Justice/Police Science

**Program/Course Name \***

Public Safety

**Grade Level \***

10, 11, 12

**Alpha Numeric**

**Standard Descriptor \***

**Descriptor \***

Standard CC.13.2.11-12.E – Demonstrate in the career acquisition process, the application of essential workplace skills/knowledge, such as, but not limited to: Commitment, communication, dependability, health/safety, laws and regulations, personal initiative, self-advocacy, scheduling/time management, team building, technical literacy, technology  
Standard CC.5.2.12.F – Evaluate how individual rights may conflict with or support common good.

Standard CC.10.3.12.A – Assess the personal and legal consequences of unsafe practices in the home, school, or community.

**Task Number\***

**Task Description \***

518

Simulate how to stop and arrest a driver who is suspected of driving under the influence of alcohol and/or a controlled substance.

519

Administer Standard Field Sobriety Tests (SFST).

**Lesson Title \***

Administering the SFSTs

**Lesson Goals (planned instructional outcomes) \***

Given lectures, visual examples, study guides, resource material, and guided practice, the students will be able to identify the signs of impairment related to a DUI. They will also be able demonstrate the proper procedures administering Standardized Field Sobriety Tests, SFST. Additionally, the students will be observing and maintaining proper safety techniques during the DUI process. This will be measured through a written and performance assessment to 80% accuracy students will be able to successfully administer the SFSTs.

**Activities (step-by-step directions for ensuring active student participation in support of planned instructional outcome) \***

Follow the plan for each lesson using audio-visual aids, such as PowerPoint, YouTube videos, and actual materials and tools as necessary. To initiate discussions, I will ask questions that require thought and careful response. This could also be accomplished through journal writings as well. I anticipate some students having trouble with body positioning and the explanation and demonstration of the SFSTs. I plan on spending a little extra time showing them how to demonstrate the steps. In my experience I've learned that when a student has trouble with a physical task, it helps them not only to watch it but to be subjected to it, to feel how it's supposed to feel. I realize students have diverse leaning needs. However, by implementing the audio-visual aids, providing them scripts, study guides, and guided practice, I feel confident I will be creating a successful learning environment.

**Resources (materials and/or tools required to complete the activities) \***

Audio-visual aids will be used in addition to providing portable radios, handcuffs, and SFST scripts as a guide for the students to use throughout the class. Handout and study guides are also provided. "Drunk Goggles" will be utilized to simulate impairment.

**Assessment(s) (evidence of learning) \***

The students will have a few evaluations in this lesson. The first one is identifying the key parts of the three phases of a DUI investigation through a written assessment. The second will be to exhibit the correct procedure of a traffic stop. Lastly, the administering of the three SFSTs will be evaluated through a physical and visual assessment by the instructor.

**Opportunities for Accommodations and Modifications (insert options for adaptations, alternatives, and/or assistive measures within the lesson for English Learners and students with IEPs.) \***

Students will be given extra time to complete their work as stated in their SDI/IEP

Students will be allowed to use their notes and handouts for the exams.

Students will have print outs of the scripts and rubric for the SFSTs.

Students may use the internet to aid in research if the importance of DUI enforcement

For students who lack home internet access, access will be available in class.

**Adaptations for Students Without Internet Access (how will you provide instruction/alternative pathways for lesson completion for those without Internet access) \***

When advanced notice is known of a FID, a student without Internet Access will be provided the written lesson plan and materials, to complete the assignment on the scheduled FID.

When no advance notice is available, students without Internet Access will receive the lesson plan and materials through delivery drop off at their home during the morning of the FID.

If a student loses Internet Access during a FID before they are able to complete the assignment, they should follow the directions in the student handbook regarding FID and contact the school to request an emergency delivery drop off of their lesson plan and any materials they may be in need of.

***Signatures and Assurances***

Steps to Complete this Section:

Upload as a single PDF file named "Board\_FIDSY2122" a Board affirmation (a single PDF file named "BoardAffirm\_FIDSY2122") and/or an official Board minutes (a single PDF file named "Board\_FIDSY2122") evidencing approval of the FID program as submitted to PDE.

Confirm the following assurances by checking each box below.

Electronic signature of Superintendent/CEO/Executive Director and date.

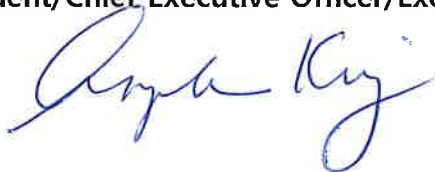
Fields with asterisks (\*) are required.

Download the Board Affirmation Document

***Assurances***

- Staff, students, and parents shall be made aware of notification procedures prior to the institution of a flexible instructional day and the means of notification shall be fully accessible. \*
- Responsibilities shall be agreed upon and expectations shall be communicated to all staff, students, and parents prior to the institution of a flexible instructional day. \*
- Attendance shall be strictly enforced in compliance with Article XIII during a flexible instructional day. \*
- Students shall be provided health services during a flexible instructional day in compliance with Article XIV. Free Appropriate Public Education (FAPE) shall be afforded all students during a flexible instructional day in compliance with the Individuals with Disabilities Education Act (IDEA). \*
- Should technology ever be employed during a flexible instructional day, policies and measures are in place to ensure the cyber-safety and security of students accessing online school services and digital resources. \*
- Should technology ever be employed during a flexible instructional day, technical assistance and support shall be provided, as appropriate, to ensure access to instruction and resources. \*

Superintendent/Chief Executive Officer/Executive Director \*



Date \*

5/4/2022



**Fox Rothschild** LLP  
ATTORNEYS AT LAW

10 Sentry Parkway, Suite 200  
P.O. Box 3001  
Blue Bell, PA 19422-3001  
Tel 610.397.6500 Fax 610.397.0450  
[www.foxrothschild.com](http://www.foxrothschild.com)

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

April 20, 2022

**VIA EMAIL**  
[aking@cmths.org](mailto:aking@cmths.org)

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

**RE: Central Montco Technical High School – Fee Agreement for Solicitor Services  
for School Year 2022-2023**

Dear Dr. King:

What follows is the standard fee letter of Fox Rothschild LLP in conjunction with Solicitor Services for the 2022-2023 school year. In the event the JOC approves of our reappointment, this letter will confirm that the Central Montco Technical High School (the “Client”) has retained Fox Rothschild LLP (the “Firm”) to represent Client in connection with the matter described below. The Engagement Letter (the “Letter”), along with the attached Standard Terms of Engagement (the “Standard Terms”), comprise the Engagement Agreement (the “Agreement”) between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. In the event of a discrepancy between the Standard Terms and the Letter, the provisions set forth in the Letter will prevail.

As the Administration is undoubtedly aware, Fox Rothschild LLP prides itself both on the quality of legal services and the level of responsiveness we provide. Please be assured that the continuity of the level of services that you have come to expect will not change however, we are requesting a minimal increase in standard and specially negotiated hourly rates for the 2022-2023 school year.

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

A Pennsylvania Limited Liability Partnership

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



Dr. Angela King, Executive Director  
April 20, 2022  
Page 2

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

**Term of Engagement – July 1, 2022 through June 30, 2023.** Client will be billed monthly on a fee arrangement based upon the appropriate designation of standard blended rate or specially negotiated rates as described below.

**ITEMS COVERED UNDER THE STANDARD  
BLENDING RATE OF \$195.00 PER HOUR<sup>1</sup>**

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

**SPECIALLY NEGOTIATED RATES**

1. School financing, including but not limited to bond issues, collateral exchanges, tax revenue anticipation notes, swap agreements, and loans. These matters will usually be handled on a fixed fee basis, to be determined by the Firm and Client, based upon the size and complexity of the issue.
2. Matters relating to tax increment financing work, which will be billed at the rate of \$260.00 per hour, unless such rates are subject to reimbursement of a non-insured third party (i.e., developer), when the rates will be based upon the customary hourly rates charged by Fox Rothschild LLP to non-retainer, non-school clients.
3. Specialized contracts calling for a tax opinion from Fox Rothschild LLP (i.e., financing and copier leases), guaranteed energy savings contracts, preparation of specialized agreements or plans, such as Section 125 plans, Section 457 plans, Section 401(a) plans, Section 403(b) plans, Health Reimbursement Accounts, benefits-related agreements, COBRA, HIPAA, and PSERS' advice, condemnation and construction litigation, transactional aspects of major building construction projects, including but not limited to alterations of school buildings involving projects instituted on or after the date of this Fee Agreement, tax opinions required pursuant to IRS Circular 230, intellectual property advice or agreements, immigration advice or proceedings, or any advice or proceedings relating to the formation or dissolution of foundations formed pursuant to Section 501(c)(3) of the Internal Revenue Code, matters involving the sale or purchase of school property

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<sup>1</sup> A "blended rate" is a rate charged regardless of the individual providing the service.

Dr. Angela King, Executive Director  
April 20, 2022  
Page 3

and matters involving the transactional aspects of major building construction projects, which would include but not be limited to the alterations or renovations of school building projects, specification review, architectural contracts, or engineering projects for projects instituted on or after the date of this Fee Agreement will be handled at a blended rate of \$260.00 per hour.

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

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

6. Responses to grievances pursuant to a collective bargaining agreement and handling of arbitrations pursuant to a collective bargaining agreement will be handled at a blended rate of \$225.00 per hour.

7. Collective bargaining where the Firm represents Client as its negotiator, as well as the handling of unfair labor practices, grievances, labor arbitrations, fact findings, non-binding and/or binding arbitrations, and so on will be handled at a blended rate of \$225.00 per hour.

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

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

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



Dr. Angela King, Executive Director  
April 20, 2022  
Page 4

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

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

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

“Motion to appoint Fox Rothschild LLP as Solicitor for the Central Montco Technical High School for the time period of July 1, 2022 through June 30, 2023.”

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

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

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

We appreciate the opportunity and privilege to represent Client in the Engagement.

Very truly yours,

Mark W. Fitzgerald

MWF/ssd

cc: Charles Braun, Business Manager (via email – [cbraun@cmths.org](mailto:cbraun@cmths.org))



**Fox Rothschild** LLP  
ATTORNEYS AT LAW

Dr. Angela King, Executive Director  
April 20, 2022  
Page 5

ACCEPTED AND AGREED:

By:   
\_\_\_\_\_  
Dr. Angela King, Executive Director

Date: 5-4-22



**Fox Rothschild** LLP  
ATTORNEYS AT LAW

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**Standard Terms of Engagement for Legal Services**

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**Overview**

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

**Communications**

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

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

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

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

**Affiliations by Client**

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

**Estimates**

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

**Fees and Billing**

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

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

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

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

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

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

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

**Third-Party Payor**

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

March 2020

[www.foxrothschild.com](http://www.foxrothschild.com)

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

Exhibit 1



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**Conflicts of Interest**

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

**Patent and Intellectual Property Matters**

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

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

**Protected Health Information**

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

**Use of Personal Information**

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

**No Tax Advice**

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

**Client's Obligation to Place Insurance Carrier on Notice**

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

**Conclusion of Engagement and Client Files**

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

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

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

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

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

**Future Changes in the Law**

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

**Severability in Event of Partial Invalidity**

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

March 2020

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[www.foxrothschild.com](http://www.foxrothschild.com)

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

Exhibit 1

**J.K.M. LAWN CARE, LLC**

PO BOX 5034  
 Limerick, Pa 19468 US  
 +1 4846866825  
 info@jkmlawncare.com  
 www.jkmlawncare.com



# Estimate

**ADDRESS**

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

**ESTIMATE # 2485****DATE 01/19/2022****EXPIRATION DATE 03/31/2022**

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Weekly Lawn Maintenance	28	500.00	14,000.00
	Traditional Fertilization Program	3	865.00	2,595.00
2022 Pricing		<b>TOTAL</b>		<b>\$16,595.00</b>

Accepted By

Accepted Date

Joseph E. Dagney, M. Ed.  
119 Fernwood Rd.  
Cochranville, PA 19330  
[joedagney@aol.com](mailto:joedagney@aol.com)

April 5, 2022

Dr. Angela King, Director  
Central MontCo Technical High School  
821 Plymouth Road  
Plymouth Meeting, PA 19462

Dear Dr. King,

This letter shall serve as notification that I am retiring from my position as School Counselor at Central MontCo Technical High School. The effective date of my retirement will be June 30, 2022.

I have enjoyed working with my students and colleagues.

Sincerely,



Joseph E. Dagney, M.Ed, LPC  
School Counselor





**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: 04/18/22 Date of Trip: 06/05/22-06/ Instructor making request: Sandra Brower

Destination: Comfort Suites - SkillsUSA State Officer Training

Destination address: 1312 Village Drive, State College PA 16803

Destination Telephone # and Contact Person: (814) 235-1900

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

Troy Madden \_\_\_\_\_  Yes  No Session:  A.M.  P.M.  Both

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

\_\_\_\_\_  Yes  No Leave  Return

Transportation:  School Van  School Bus  Chartered Bus  Airline

Describe how students are selected for participation:

Ali Fakira ran and campaigned for a SkillsUSA state officer position at the SkillsUSA Pennsylvania state conference which occurred on April 6-8, 2022. Ali was elected as a SkillsUSA Pennsylvania state officer for 2022-2023.

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

All SkillsUSA state officers are required to attend the Pennsylvania state officer training from June 5-7, 2022. This training will prepare Ali for the responsibilities of being a SkillsUSA PA state officer.

Source of Funding:

Budgeted General Funds \$

Youth Club Fund Raising \$

\_\_\_\_\_ Grant \$

Individual Class Account \$

Sandra Brower  
Instructor's  
Signature \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_

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

5-4-22  
J.O.C. Approval Date \_\_\_\_\_

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

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

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



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: 4-25-22 Date of Trip: 6/20-26/22 Instructor making request: Noelle Pumo

Destination: Courtyard by Marriott

Destination address: Nashville, Tennessee 125 Murkin City Circle

Destination Telephone # and Contact Person: 615-882-9133

Names of Chaperones: Noelle Pumo Substitute Needed? [ ] Yes [X] No No. students participating: [ 1 ] Session: [ ] A.M. [ ] P.M. [ ] Both Leave [ 6/20 ] Return [ 6/26 ]

Transportation: [ ] School Van [ ] School Bus [ ] Chartered Bus [X] Airline

Describe how students are selected for participation:

HOSA State Officers

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

HOSA National Conference

Source of Funding:

Budgeted General Funds \$ 5,565.86 Youth Club Fund Raising \$ Individual Class Account \$ Grant \$

Instructor's Signature: [Signature] Director's Signature: [Signature]

Supervisor's Signature: [Signature] J.O.C. Approval Date: 5-4-22

Permission Slips Given to Instructor: Date: Date Returned:

Bus: Date Ordered:

Contact Person: Cost:



**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: 04/20/22 Date of Trip: 06/17-06/26/ Instructor making request: Sandra Brower

Destination: SkillsUSA National Leadership Conference - Georgia World Congress Center

Destination address: 285 Andrew Young International Blvd NW, Atlanta GA 30313

Destination Telephone # and Contact Person: (404) 223-4000; Troy Madden

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

Troy Madden \_\_\_\_\_  Yes  No Session:  A.M.  P.M.  Both

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

\_\_\_\_\_  Yes  No Leave  Return

Transportation:  School Van  School Bus  Chartered Bus  Airline

Describe how students are selected for participation:

Ali Fakira ran for and was elected as a SkillsUSA Pennsylvania State Officer for the 2022-2023 school year. He is required to attend this conference for his state officer trainings and responsibilities. Dylan Renner and Stefan Bakula both competed in the SkillsUSA Pennsylvania leadership conference. They are enrolled in Video, Sound and Music at CMTHS and competed in Audio / Radio Production and won gold which qualifies them to compete at nationals.

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

More than 6,500 outstanding career and technical education students— all state contest winners— will compete hands-on in 108 different trade, technical and leadership fields. Students work against the clock and each other, proving their expertise in occupations such as electronics, computer-aided drafting, precision machining, medical assisting and culinary arts. Contests are run with the help of industry, trade associations and labor organizations, and test competencies are set by industry.

Source of Funding:

Budgeted General Funds \$

Youth Club Fund Raising \$

Grant \$

Individual Class Account \$

Sandra Brower  
Instructor's Signature

Supervisor's Signature

Director's Signature

5-4-22  
J.O.C. Approval Date

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

Bus:  Date Ordered:

Contact Person:  Cost:



**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: 4/26 Date of Trip: 5/11 Instructor making request: Melissa Trocheck

Destination: Longwood Gardens

Destination address: 1001 Longwood Rd., Kennett Square, PA 19348

Destination Telephone # and Contact Person: 610-388-1000

Names of Chaperones: \_\_\_\_\_ Substitute Needed? \_\_\_\_\_ No. students participating: all-28

Melissa Trocheck  Yes  No Session:  A.M.  P.M.  Both

Angela King  Yes  No

Nick Hughes  Yes  No

Leave 9:30 Return 2:00

Transportation:  School Van  School Bus  Chartered Bus  Airline

Describe how students are selected for participation:

All students are able to attend. They must complete research before and after the trip to learn about the gardens.

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

Students will be touring one of the most well known gardens in the world. We will research the gardens so they will be looking at certain areas to answer questions and will be observing many topics and plants that we have covered in class from pruning to water gardens and plant identification. Students will be able to better create gardens and landscape designs and should also be able to better identify plants after the tour.

Source of Funding:

Budgeted General Funds \$ 325.00


Youth Club Fund Raising \$ \_\_\_\_\_

Grant \$ \_\_\_\_\_

Individual Class Account \$ from wreath sales

Melissa Trocheck

Instructor's Signature \_\_\_\_\_

  
 Supervisor's Signature \_\_\_\_\_

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

5-4-22  
 J.O.C. Approval Date \_\_\_\_\_

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

Bus: Metz Date Ordered: 4-27-22

Contact Person: Wilson Cost: \$375.00





**Section 125 Cafeteria Plan Flexible Spending Program**

**Memorandum of Understanding**

Based on this Memorandum of Understanding, Kades-Margolis Corporation (KMC) will conduct the implementation and enrollment for the Section 125 Cafeteria Plan Flexible Spending Program for the Central Montco Technical Highschool (the Employer).

The implementation and enrollment process of the Flexible Spending Section 125 Plan will include the following: (1) group presentations at various Employer locations to discuss the program; (2) meeting with individual employees at various Employer locations to explain the program; (3) enrolling interested participants in the Flexible Spending Section 125 Program; and (4) submitting enrollment participation information to CBIZ, Inc. (CBIZ), the Plan Administrator. KMC will also briefly discuss the advantages of Tax-Sheltered Accounts with employees at the conclusion of the individual enrollment interviews and enroll those who are interested in the program.

Please be advised that the Flexible Spending Section 125 Plan Administrator, CBIZ, currently charges a rate of \$3.50 per participant per month for enrollees in the Flexible Spending Section 125 Program. Please indicate below who will be paying the charge:

X The \$3.50 per participant per month charge will be paid by the Employer (CBIZ will invoice the Employer monthly for these fees).

\_\_\_\_\_ The \$3.50 per participant per month charge will be paid by each participant (The charge will be collected by the Employer from the participant through payroll deduction, and then submitted to CBIZ when invoiced, as per the above).

\_\_\_\_\_ The \$3.50 per participant per month charge will be split between the participant and the Employer (The charge will be collected by the Employer from the participant through payroll deduction, and then submitted to CBIZ when invoiced, as per the above).

\_\_\_\_\_ Other (Please explain) \_\_\_\_\_

KMC is committed to providing clients with best-in-class Flexible Spending Section 125 services. Hence, our current partnership with CBIZ. Should KMC decide to partner with a different Flexible Spending Section 125 Program Administrator in the future, KMC may no longer be able to facilitate the implementation and enrollment of this program through CBIZ.

KMC will perform this enrollment on the basis that the following criteria are met:

The Employer must establish (if not already established) and maintain separate payrolls slots for:

1. Kades-Margolis 403(b). Please note: If Kades-Margolis is not an approved vendor in your Employer's 403(b) Plan, we must be added as an approved vendor prior to any enrollments.
2. Two (2) Flexible Spending Section 125 Payroll Slots. Of these, one slot is for the Medical FSA (which is exempt from Federal, FICA, State, and Local taxes), and the other is for Dependent Care (exempt from Federal and FICA only)

Further, the Employer must agree to:

1. Provide electronic census data as needed for eligible employees including Name, Social Security Number, Home Address, Date of Birth, Pay Periods, Date of Hire, and Building Location.
2. Provide 20-30 minutes of time for a Mandatory group presentation for all eligible employees to be conducted prior to the first-year enrollment, and each year thereafter. This presentation reviews the Flexible Spending Section 125 Program and 403(b) information. (Presentation will be compliant with Employer COVID-19 restrictions and guidelines.)
3. Allow access to individual Employer building locations during normal business hours to conduct enrollments. Enrollers must be provided with an easily accessible location (preferably a faculty lounge or another location frequented by employees) for employees to meet with a KMC Representative to enroll. (Access to building locations will be subject to Employer COVID-19 restrictions and guidelines).
4. Allow 10–15-minute enrollment meetings with each employee that wishes to enroll in the program.
5. Communicate to each building principal that the KMC Flexible Spending Section 125 Group Presentation is mandatory for all staff in all buildings/locations of the Employer (which will be done during either an in-service or at individual building locations), and that employees must be permitted to meet with enrollers during the open enrollment period to either accept or decline participation in the Flexible Spending Section 125 Program.
6. Allow use of email, payroll stuffers, mailboxes, etc. to disseminate Flexible Spending Section 125 information.

**A successful enrollment process will result in not only substantial tax savings to participating employees, but can also mean significant FICA savings to the Employer. The more participation by employees in the Flexible Spending Program the more the Employer saves in FICA taxes.** Therefore, it is in the Employer's best interest to maximize the number of employees that are personally and individually made aware of the Flexible Spending Program advantages. For KMC to maximize the participation of employees, KMC must receive all the information and assurances listed in this Memorandum of Understanding. Once the process begins, the Employer agrees to comply with all listed assurances during the enrollment process.

**ONCE MEMORANDUM OF UNDERSTANDING IS ACCEPTED BY KMC**

**Scheduling Administration of the Flexible Spending Section 125 Group Presentation and Directives**

KMC's Flexible Spending Section 125 Representative will meet with Employer's "Point of Contact" to schedule the mandatory group meeting for the KMC Flexible Spending Section 125 Presentation(s) for all employees eligible to participate in the Program. This mandatory presentation can be done at either an in-service meeting or at mandatory meetings in each building. We require a location large enough to accommodate all attendees that includes internet access and a screen or white wall.

KMC's Flexible Spending Section 125 Representative will also schedule individual building enrollment dates with the Employer's "Point of Contact." Please be advised that enrollment deadlines are no later than 2 weeks prior to the start of the plan year to ensure that all enrollment information is gathered and processed prior to the start of the plan year.

**For the Employer**

The Employer agrees to all assurances contained in this Memorandum of Understanding and will submit all information requested prior to the start of the enrollment process. The Employer further understands that failure to adhere to the terms outlined above could result in the requirement of the Employer to pay any Flexible Spending Section 125 Administrative fees (currently \$3.50 per participant per month, but subject to change), or the cancellation of the entire Program.

T. Anderson  
Signed \_\_\_\_\_  
Title Supervisor of Business Operations  
Date 4/14/2022

**For KMC**

KMC agrees to conduct the Section 125 enrollment at no charge to the Employer. KMC will provide the Employer with a minimum of 90 days' notice if the administrative costs, or any other changes to the implementation and enrollment process should change.

James J. Hill  
Signed \_\_\_\_\_  
Title VP of Employer Plans  
Date 4-19-2022

Central Montco Technical High School

Book	Policy Manual
Section	300 Employees
Title	Educator Misconduct
Code	317.1 - NEW
Status	Second Reading

### **Purpose**

The Joint Operating Committee adopts this policy to promote the integrity of the education profession and to create a climate within the school that fosters ethical conduct and practice.

### **Authority**

The Joint Operating Committee requires certificated employees to comply with the Code of Professional Practice and Conduct and the requirements of the Educator Discipline Act.[\[1\]](#)[\[2\]](#)

### **Definitions**

**Educator** - shall mean a person who holds a certificate.[\[3\]](#)

**Certificate** - shall mean any Commonwealth of Pennsylvania certificate, commission, letter of eligibility or permit issued under the School Code.[\[3\]](#)

**Sexual Abuse or Exploitation** - shall mean any of the following:[\[4\]](#)

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:
  - a. Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.
  - b. Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.
  - c. Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.
  - d. Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.
2. Any of the following offenses committed against a child: rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; institutional sexual assault; aggravated indecent assault; indecent assault; indecent exposure; incest; prostitution; sexual abuse; unlawful contact with a minor; or sexual exploitation.

**Sexual Misconduct** - any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or student that is designed to establish a romantic or sexual relationship with the child or student, such acts include but are not limited to:[\[3\]](#)

1. Sexual or romantic invitation.
2. Dating or soliciting dates.



3. Engaging in sexualized or romantic dialog.
4. Making sexually suggestive comments.
5. Self-disclosure or physical disclosure of a sexual or erotic nature.
6. Any sexual, indecent, romantic or erotic contact with a child or student.

### **Delegation of Responsibility**

#### **Duty to Report**

The Administrative Director or designee shall report to the Pennsylvania Department of Education on the required form, within fifteen (15) days of receipt of notice from an educator or discovery of the incident, any educator:[5]

1. Who has been provided with notice of intent to dismiss or remove for cause, notice of nonrenewal for cause, notice of removal from eligibility lists for cause, or notice of intent not to reemploy for cause.
2. Who has been arrested or indicted for, or convicted of any crime that is graded a misdemeanor or felony.
3. Against whom there are any allegations of sexual misconduct or sexual abuse or exploitation involving a child or student.
4. Where there is reasonable cause to suspect that s/he has caused physical injury to a child or student as the result of negligence or malice.
5. Who has resigned or retired or otherwise separated from employment after a school entity has received information of alleged misconduct under the Educator Discipline Act.
6. Who is the subject of a report filed by the school entity under 23 Pa. C.S. Ch. 63 (relating to child protective services).[6]
7. Who the school entity knows to have been named as a perpetrator of an indicated or founded report under 23 Pa. C.S. Ch. 63.

An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Administrative Director and his/her immediate supervisor, within fifteen (15) days of discovery of such misconduct.[5]

All reports submitted to the Pennsylvania Department of Education shall include an inventory of all information, including: documentary and physical evidence in possession or control of the school relating to the misconduct resulting in the report.[5]

An educator who is arrested or convicted of a crime shall report the arrest or conviction to the Administrative Director or designee, within seventy-two (72) hours of the occurrence, in the manner prescribed in Joint Operating Committee policy.[5][7][8]

Failure to comply with the reporting requirements may result in professional disciplinary action.[9]

### **Guidelines**

#### **Investigation**

School officials shall cooperate with the Pennsylvania Department of Education during its review, investigation, or prosecution, and shall promptly provide the Pennsylvania Department of Education with any relevant information and documentary and physical evidence upon request.[10]

Upon receipt of notification in writing from the Pennsylvania Department of Education, the Administrative Director or designee shall investigate the allegations of misconduct as directed by the Department and may pursue its own disciplinary procedure as established by law or by collective bargaining agreement.[\[10\]](#)

Within ninety (90) days of receipt of notification from the Pennsylvania Department of Education directing the school to conduct an investigation (extensions may be requested), the Administrative Director or designee shall report to the Department the outcome of its investigation and whether it will pursue local employment action. The Administrative Director or designee may make a recommendation to the Department concerning discipline. If the school makes a recommendation concerning discipline, it shall notify the educator of such recommendation.[\[10\]](#)

#### Title IX Sexual Harassment and Other Discrimination

Whenever the allegations underlying a report of educator misconduct include conduct that appears to constitute harassment or other discrimination, including Title IX sexual harassment, subject to policies and procedures specific to such conduct, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in the applicable Joint Operating Committee policies. Whenever an investigation by the school of educator misconduct reveals indications of conduct by any person that appears to constitute harassment or other discrimination, including Title IX sexual harassment, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in policies specific to such discrimination. To the extent feasible, investigations pursuant to discrimination policies shall be conducted jointly with investigations by the school of educator misconduct.[\[11\]](#)[\[12\]](#)

#### Confidentiality Agreements

The school shall not enter into confidentiality or other agreements that interfere with the mandatory reporting requirement.[\[10\]](#)

#### Confidentiality

Except as otherwise provided in the Educator Discipline Act, all information related to any complaint, any complainant, or any proceeding related to discipline under the Educator Discipline Act shall remain confidential unless or until public discipline is imposed.[\[13\]](#)

#### Immunity

Any person who, in good faith, files a complaint or report, or who provides information or cooperates with the Pennsylvania Department of Education or Professional Standards and Practices Commission in an investigation or proceeding shall be immune from civil liability. The school also is immune from civil liability for the disclosure of information about the professional conduct of a former or current employee to a prospective employer of that employee.[\[14\]](#)

Legal

1. 22 PA Code 235.1 et seq
2. 24 P.S. 2070.1a
3. 24 P.S. 2070.1b
4. 23 Pa. C.S.A. 6303
5. 24 P.S. 2070.9a
6. Pol. 806
7. 24 P.S. 111
8. Pol. 317
9. 24 P.S. 2070.9c
10. 24 P.S. 2070.11
11. Pol. 103
12. Pol. 104
13. 24 P.S. 2070.17b
14. 24 P.S. 2070.17a
- 23 Pa. C.S.A. 6301 et seq
- 24 P.S. 2070.1a et seq

Book	Policy Manual
Section	300 Employees
Title	Attendance and Tardiness
Code	318
Status	Second Reading

### **Authority**

**Punctual and reliable attendance by administrative, professional, project, and support employees is essential for the operation of the school. Therefore, a prerequisite for efficient performance of job functions by employees is the punctual commencement and proper completion of all assigned duties.**[\[1\]](#)[\[2\]](#)

The school shall establish processes for staff to report unexpected absences, which shall be addressed in accordance with Joint Operating Committee policy and an applicable individual contract, collective bargaining agreement or Joint Operating Committee resolution.[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

### **Delegation of Responsibility**

**It shall be the responsibility of the Administrative Director or designee to assess penalties when an employee fails to meet attendance requirements.**

Legal	1. 24 P.S. 1850.1
	2. Pol. 332
	3. Pol. 334
	4. Pol. 335
	5. Pol. 336
	6. Pol. 339

Book	Policy Manual
Section	300 Employees
Title	Outside Activities
Code	319
Status	Second Reading

### **Authority**

**The Joint Operating Committee recognizes that administrative, professional, project, and support employees do have the right to private lives and associations with others outside of work. However, the Joint Operating Committee has a responsibility to evaluate employees' effectiveness in discharging assigned duties and responsibilities.**

**Therefore, when nonschool activities directly impact upon an employee's effectiveness within the school, the Joint Operating Committee reserves the right to evaluate the effect of such activities on the individual's completion of responsibilities and assignments.[\[1\]](#)**

**The Joint Operating Committee does not endorse, support, nor assume liability for any staff member who conducts nonschool, outside activities in which students or employees may participate.**

### **Delegation of Responsibility**

**The Administrative Director or designee shall disseminate this policy so that employees may avoid situations in which personal interests, activities, and associations may conflict with the interests of the school.**

### **Guidelines**

**The following guidelines are provided for the direction of all employees:**

- 1. Do not utilize school material for personal gain. Copyrights to materials or equipment developed, processed, or tested by employees when performing assigned activities in fulfillment of the terms of employment reside with and may be claimed by the school.**
- 2. Do not use school property or time to solicit or accept customers for private enterprises.**
- 3. Do not use school time for outside activities when there is no valid reason to be excused from assigned duties.**

Book	Policy Manual
Section	300 Employees
Title	Freedom of Speech in Nonschool Settings
Code	320
Status	Second Reading

### **Authority**

**The Joint Operating Committee acknowledges the right of administrative, professional, project, and support employees as citizens in a democratic society to speak out on issues of public concern. When those issues are related to the school and its programs, however, the employee's freedom of expression must be balanced against the interests of the school.**

**The Joint Operating Committee adopts this policy to clarify situations in which an employee's expression could conflict with the school's interests.[\[1\]](#)**

**In situations in which an employee is not engaged in the performance of assigned duties, the individual shall:**

- 1. Refrain from comments that would interfere with the maintenance of student discipline.**
- 2. Refrain from making public statements about the school known to be false or made without regard for truth or accuracy.**
- 3. Refrain from making threats against co-workers, supervisors or school officials.**

Legal 1. 24 P.S. 1850.1

Book	Policy Manual
Section	300 Employees
Title	Political Activities
Code	321
Status	Second Reading

### **Authority**

**The Joint Operating Committee recognizes and encourages the right of administrative, professional, project, and support employees, as citizens, to engage in political activity. However, school property and school time, may not be used for political purposes by employees when performing assigned duties.**

**Employees shall not engage in political activities during assigned work hours on property under the jurisdiction of the Joint Operating Committee.**[\[1\]](#)

**Collection and/or solicitation of campaign funds or campaign workers by employees is prohibited on school property during assigned working hours.**

**Use of students or staff for writing, addressing, or distributing partisan political materials is prohibited.**

**The following situations are exempt from the provisions of this policy:**

- 1. Discussion and study of politics and political issues when applicable to the curriculum and appropriate to classroom studies.**
- 2. Conduct of student elections and connected campaigning.**
- 3. Conduct of employee representative elections.**

Legal 1. 24 P.S. 1850.1

Book	Policy Manual
Section	300 Employees
Title	Gifts
Code	322
Status	Second Reading

### **Authority**

**The Joint Operating Committee considers the acceptance of gifts by administrative, professional, project, and support employees an undesirable practice.**

**It is the policy of the Joint Operating Committee that** staff members not accept gifts of significant value, as determined by the immediate supervisor.[\[1\]](#)

### **Delegation of Responsibility**

The Administrative Director or designee may approve acts of generosity to individual employees in unusual situations but shall report such instances to the Joint Operating Committee on a timely basis.

Legal                      1. 24 P.S. 1850.1



Book	Policy Manual
Section	300 Employees
Title	Tobacco and Vaping Products
Code	323
Status	Second Reading

### **Purpose**

**The Joint Operating Committee recognizes that tobacco** and vaping products, including the product marketed as Juul and other electronic cigarettes, **present a health and safety hazard that can have serious consequences for users, nonusers and the** school environment. The purpose of this policy is to regulate use of tobacco and vaping products, including Juuls and other electronic cigarettes, by school employees and contracted personnel.

### **Definition**

State law defines the term **tobacco product** to broadly encompass not only tobacco but also vaping products including Juuls and other electronic cigarettes (e-cigarettes). Tobacco products, for purposes of this policy and in accordance with state law, shall be defined to include the following:[1][2]

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the device, including, but not limited to, electronic nicotine delivery systems, an electronic cigarette, a cigar, a pipe and a hookah.
3. Any product containing, made or derived from either:
  - a. Tobacco, whether in its natural or synthetic form; or
  - b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term **tobacco product** does not include the following:[1][2]

1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled.
2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. *Federal law requires the school to maintain a drug-free workplace, at which marijuana of any kind is prohibited.*[3][4]

### **Authority**

**The Joint Operating Committee prohibits use of tobacco** and vaping products, including the product marketed as Juul and other e-cigarettes, **by school employees** and contracted personnel at any time **in a school building; on school buses** or other vehicles **that are owned, leased or controlled by the school; or on property owned, leased or controlled by the school.**[2][5][6]

The Joint Operating Committee also **prohibits use of tobacco** and vaping products, including the product marketed as Juul and other e-cigarettes, **by school employees** at any time while responsible for the supervision of students during **school-sponsored activities that are held off school property**.[\[2\]](#)

This policy does not prohibit possession of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by school employees and contracted personnel of legal age.

The Joint Operating Committee deems it to be a violation of this policy for any school employee or contracted personnel to furnish a tobacco or vaping product, including the product marketed as Juul or any other e-cigarette, to a student.[\[1\]](#)

### **Delegation of Responsibility**

The Administrative Director or designee **shall notify employees** and contracted personnel **about the** Joint Operating Committee's tobacco and vaping products **policy by** publishing information in **handbooks, newsletters, posters, and other efficient methods** such as **posted notices**, signs and on the school website.[\[2\]](#)

### Reporting

*Office for Safe Schools Report –*

**The Administrative Director shall annually, by July 31, report incidents of prohibited possession, use or sale of tobacco** and vaping products, including Juuls or other e-cigarettes, **on school property to the Office for Safe Schools on the required form**.[\[7\]](#)[\[8\]](#)

*Law Enforcement Incident Report –*

**The Administrative Director or designee may report incidents involving the sale of tobacco** and vaping products, including Juuls or other e-cigarettes, **to minors** by employees **on school property, at any school-sponsored activity or on a conveyance providing transportation to or from the school or school-sponsored activity** to the school police, School Resource Officer (SRO) or **to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies**.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

Legal

1. 18 Pa. C.S.A. 6305
2. 18 Pa. C.S.A. 6306.1
3. Pol. 317
4. Pol. 351
5. 20 U.S.C. 7973
6. Pol. 818
7. 24 P.S. 1303-A
8. Pol. 805.1
9. 22 PA Code 10.2
10. 22 PA Code 10.22
11. 24 P.S. 1302.1-A
- 20 U.S.C. 7971 et seq

Book	Policy Manual
Section	300 Employees
Title	Personnel Files
Code	324
Status	Second Reading

### **Authority**

**Orderly operation of the school requires maintaining a file for the retention of all records relative to an individual's duties and responsibilities as an administrative, professional, project, or support employee of the school.**

**The Joint Operating Committee requires that sufficient records be maintained to ensure an employee's qualifications for the job held; compliance with federal and state requirements and local benefit programs; conformance with Joint Operating Committee policies, administrative regulations, rules and procedures; and evidence of completed evaluations.[1]**

### **Delegation of Responsibility**

**The Joint Operating Committee delegates the establishment and maintenance of official personnel records to the Administrative Director or designee, who shall prepare administrative regulations defining the material to be incorporated into personnel files.**

**A central file shall be maintained; supplemental records may be maintained only for ease in data gathering.**

Medical records shall be kept in a file separate from the employee's personnel file.[2][3]

### **Guidelines**

**Only information that pertains to the professional role of the employee and is submitted by duly authorized administrative personnel and the Joint Operating Committee may be entered in the official personnel file.** A copy of each entry shall be made available to the employee, except for matters pertaining to pending litigation or criminal investigation.

**Personnel records shall be available to the Joint Operating Committee but only as required in the performance of its designated functions as a Joint Operating Committee and as approved by a majority vote of the Joint Operating Committee.**

Personnel files shall be reviewed at intervals established by the school, and material no longer required shall be destroyed.[4]

**Administrative, professional and support employees shall have access to their own file. Information relative to confidential employment references/recommendations are not part of the personnel file and shall not be available for review by the employee.[5][6]**

Legal

1. 24 P.S. 1850.1
2. 42 U.S.C. 2000ff et seq
3. 42 U.S.C. 12112
4. Pol. 800
5. 43 P.S. 1321
6. 43 P.S. 1322
- 24 P.S. 111
- 23 Pa. C.S.A. 6301 et seq
- 43 P.S. 1321 et seq
- 42 U.S.C. 12101 et seq
- 8 CFR 274a.2
- Pol. 304

Book	Policy Manual
Section	300 Employees
Title	Dress and Grooming
Code	325
Status	Second Reading

### **Authority**

**Administrative, professional, project, and support employees set an example in dress and grooming for students** and the school community. Employees' dress should reflect their professional status and **encourage respect for authority** in order to **have a positive influence on the school's programs and operations.**

**The Joint Operating Committee has the authority to specify reasonable dress and grooming requirements, within law, for all employees to prevent an adverse impact on the educational programs and operations** of the school.[\[1\]](#)

**When assigned to school duties, employees shall be physically clean, neat, well-groomed and dressed in a manner consistent with** assigned job responsibilities.

Employees shall be groomed so that their hair style does not cause a safety or health hazard.

Designated professional and support employees shall be required to wear a designated work uniform and utilize safety gear when performing assigned duties.

### **Delegation of Responsibility**

**If an employee feels that an exception to this policy would** enable him/her to carry out **assigned duties** more effectively, **a request should be made to the Administrative Director.**

Book	Policy Manual
Section	300 Employees
Title	Complaint Process
Code	326
Status	Second Reading

### **Authority**

It is the Joint Operating Committee's intent **to establish reasonable and effective means of resolving conflicts among employees to reduce potential areas of complaints, and to establish and maintain** clear **two-way channels of communication between** supervisory personnel **and** school **employees** for situations not covered by the terms of a collective bargaining agreement.

**There shall be no reprisals of any kind taken against any employees or their representatives because of support of or participation in a complaint.**

### **Delegation of Responsibility**

**The Joint Operating Committee** directs the Administrative Director to establish a process that will **facilitate proper and equitable solutions to complaints** by school employees **at the lowest appropriate level.**

### **Guidelines**

**Complaints should be discussed in a private, informal conference between the parties involved. At least one (1) private meeting should take place between the parties before the complaint process is invoked.**

**A complainant may be represented or accompanied by anyone the individual chooses at any higher level of the complaint process.**

**All documents, communications, and records** relevant to a **complaint shall be filed in a separate file and not kept in the personnel file of any of the participants.**

Legal                      24 P.S. 1850.1

Book	Policy Manual
Section	300 Employees
Title	Compensation Plans/Salary Schedules
Code	328
Status	Second Reading

### **Authority**

The Joint Operating Committee shall approve compensation plans, individual contracts and salary schedules for administrative, professional, project, and support employees.

**The compensation plans shall be determined through a good faith, meet and discuss procedure with designated administrators upon written request** of a majority of administrators.[\[1\]](#)  
[\[2\]](#)

**Salary schedules approved by the Joint Operating Committee** shall be in accordance with those specified in applicable collective bargaining agreements and/or Joint Operating Committee resolutions.

**Salary** schedules shall be used to set compensation **for new and inexperienced employees and for experienced employees new to the school**, and salary adjustments that result from earning advanced degrees while employed by the school or required by law.[\[3\]](#)[\[4\]](#)[\[1\]](#)[\[2\]](#)

### **Delegation of Responsibility**

**Implementation of compensation plans**, individual contracts, collective bargaining agreements and Joint Operating Committee resolutions regarding employee salaries **shall be the responsibility of the Administrative Director**.

**The Administrative Director is authorized to credit past** experience of a candidate **when determining salary**.[\[5\]](#)

Legal	1. 24 P.S. 1164
	2. 24 P.S. 1850.1
	3. 24 P.S. 1089
	4. 24 P.S. 1141-1152
	5. 24 P.S. 1149

Book	Policy Manual
Section	300 Employees
Title	Overtime
Code	330 - NEW
Status	Second Reading

### **Authority**

In order to ensure consistent treatment of all affected employees and compliance with applicable federal law regarding payment of overtime, the Joint Operating Committee adopts this policy.

In accordance with federal and state law and this policy, applicable collective bargaining agreement or individual contract, overtime shall be paid for work in excess of the established workday or workweek for each classification of support employees.[\[1\]](#)[\[2\]](#)

No overtime shall be scheduled or worked without prior approval of the Administrative Director.

Overtime will be paid at the rate of time and one-half the regular rate of pay when approved in advance for time worked in excess of the normal workday or workweek established for each class of employee.  
[\[1\]](#)[\[2\]](#)

For purposes of computing overtime, credit shall be given only for hours worked, as recorded in school records and provided by law.

Legal	1. 29 U.S.C. 207
	2. 43 P.S. 333.104
	34 PA Code 231.41
	34 PA Code 231.42
	43 P.S. 333.101 et seq
	29 U.S.C. 201 et seq
	29 CFR Part 778



Book	Policy Manual
Section	300 Employees
Title	Job Related Expenses
Code	331
Status	Second Reading

### **Authority**

The Joint Operating Committee shall reimburse **administrative, professional, project**, and support **employees for the actual and necessary expenses, including travel expenses, they incur in the course of performing services for the school, in accordance with Joint Operating Committee policy.**[1]

### **Delegation of Responsibility**

**The validity of payments for job related expenses for all employees shall be determined by the Administrative Director or designee.**

**The Administrative Director or designee shall** develop administrative regulations **for** approval and **reimbursement of** job related expenses, including **travel expenses**, which shall require employees to provide adequate documentation of expenses.

### **Guidelines**

The Joint Operating Committee shall reimburse staff, who are assigned to work remotely for designated assignments, for actual expenses that are reasonable and necessary expenses incurred by staff in direct consequence or discharge of their assigned duties, approved in advance and in accordance with an individual contract, collective bargaining agreement or Joint Operating Committee resolution. Such expenses may include, but are not limited to, Internet connectivity, telecommunications services or physical materials needed to develop and implement instruction or services for students and the school.[2][3]

The use of a personal vehicle shall be considered a legitimate job expense if travel is authorized in advance by the Administrative Director or designee.

Use of a personal vehicle for approved purposes is reimbursable at the current IRS rate per mile approved by the Joint Operating Committee.

Use of a personal vehicle requires that liability insurance be provided by the employee.

**Actual and necessary expenses** incurred when **attending functions outside the school shall be reimbursed to an employee if approval has been obtained in advance from the Joint Operating Committee** and Administrative Director.

**Attendance at approved events outside the school shall be without loss of regular pay, unless otherwise stipulated prior to attendance.**

**Reimbursement** to professional employees **for noncredit trade courses, workshops and/or seminars shall be made in accordance with** Joint Operating Committee policy and **the applicable collective bargaining agreement.**[4]

Legal

1. 24 P.S. 1850.1

2. Pol. 309.1

3. Pol. 624

4. Pol. 333

Pol. 626.1

Book	Policy Manual
Section	300 Employees
Title	Working Periods
Code	332
Status	Second Reading

### **Authority**

**Work schedules required** for administrative, **professional, project,** and support **employees shall be clearly specified to ensure regular attendance by employees and consistent operation of the school** and its programs.

**The Joint Operating Committee has the authority and responsibility to determine the hours and days during which programs and services of the school shall be available to students and the community,** consistent with the applicable compensation plan, individual contract, **collective bargaining agreement,** and Joint Operating Committee resolutions.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The Joint Operating Committee has the authority to make modifications to the school calendar and the school schedule as necessary to meet the instructional and health and safety needs of students and staff. Modifications to staff working periods shall be addressed in accordance with the applicable compensation plan, individual contract, collective bargaining agreement, Joint Operating Committee resolutions and/or Joint Operating Committee-approved health and safety or other emergency preparedness and response plans.[\[3\]](#)[\[5\]](#)[\[6\]](#)

### **Delegation of Responsibility**

**The Administrative Director or designee shall develop administrative regulations to ensure employees** are informed of and **adhere to** their assigned **work schedules.**

Instructional personnel shall have a duty-free lunch period of not less than thirty (30) minutes.[\[1\]](#)

Staff **may be assigned extra or alternative duties,** distributed equitably when possible, at the discretion of the building administrator or immediate supervisor.

All professional staff members are expected to attend each faculty meeting unless specifically excused by the responsible administrator.

Legal	1. 24 P.S. 1504
	2. 24 P.S. 1850.1
	3. Pol. 803
	4. Pol. 804
	5. 24 P.S. 520.1
	6. Pol. 805
	Pol. 318

Book	Policy Manual
Section	200 Pupils
Title	Student Discipline
Code	218 Vol I 2022
Status	First Reading

### **Purpose**

The Joint Operating Committee **recognizes** that student conduct is closely related to learning. An effective **career and technical** education program requires a safe and orderly school environment.

### **Authority**

The Joint Operating Committee shall establish fair, reasonable and nondiscriminatory rules and regulations regarding the conduct of all students in the center (school).[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

The Joint Operating Committee shall adopt a Code of Student Conduct to govern student discipline, and students shall not be subject to disciplinary action because of race, sex, color, religion, sexual orientation, national origin or handicap/disability. Each student must adhere to Joint Operating Committee policies and the Code of Student Conduct governing student discipline.[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)

**{ } The Joint Operating Committee shall approve the inclusion of restorative practices in the Code of Student Conduct to address violations where applicable.**[\[9\]](#)[\[10\]](#)

The Joint Operating Committee prohibits the use of corporal punishment to discipline students for violations of Joint Operating Committee policies, **the Code of Student Conduct** and ~~center (school)~~ rules **and** regulations.[\[11\]](#)

Any student disciplined shall have the right to **be informed of the nature** of the infraction **and the applicable rule or rules violated**.[\[12\]](#)

**When suspensions and expulsions are imposed, they** shall be carried out in accordance with Joint Operating Committee policy.[\[7\]](#)[\[12\]](#)

In the case of a student with a disability, including a student for whom an evaluation is pending, the center (school) shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[5\]](#)[\[7\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)

### **On and Off-Campus Activities**

This policy **and the Code of Student Conduct** apply to **the behavior of students at all times during the time they are under the supervision of the center (school) or** at any time while on ~~center (school)~~ property, **while present at center (school)-sponsored activities or at other times while riding in school-provided means of transportation ("on-campus")**. This policy **and the Code of Student Conduct also apply to student behavior that occurs at other times and places ("off-campus") when:**[\[1\]](#)

1. The conduct **involves, threatens or makes more likely violence, use of force or other serious harm directed at students, staff or the school environment;**

2. The conduct materially and substantially disrupts or interferes with the center (school) environment or the educational process, such as center (school) activities, school work, discipline, safety and order on center (school) property or at center (school) functions;
3. The conduct interferes with or threatens to interfere with the rights of students or staff or the safe and orderly operation of the center (school) and its programs;
4. The conduct involves the theft or vandalism of center (school) property; or
5. The proximity, timing or motive for the conduct in question or other factors pertaining to the conduct otherwise establish a direct connection to attendance at school, to the school community, or to a center (school)-sponsored activity. This would include, for example, but not be limited to, conduct that would violate the Code of Student Conduct if it occurred in the center (school) that is committed in furtherance of a plan made or agreed to in the center (school), or acts of vandalism directed at the property of staff because of their status as staff of the center (school).

### Delegation of Responsibility

The Administrative Director or designee shall ensure that reasonable and necessary rules and regulations are developed to implement Joint Operating Committee policy governing student conduct.

The Administrative Director or designee shall publish and distribute to all staff, students and parents/guardians the rules and regulations for student behavior contained in the Code of Student Conduct, the sanctions that may be imposed for violations of those rules, and a listing of students' rights and responsibilities. A copy of the Code of Student Conduct shall be available in each center (school) library and center (school)-office and may be included in student handbooks and on the center's (school's) website.[2][8]

The building administrator shall have the authority to assign discipline to students, subject to Joint Operating Committee policies, administrative regulations, the Code of Student Conduct and center (school) rules, and to the student's due process right to notice, hearing, and appeal.[7][12][17][18]

Teaching staff and other center (school)-employees responsible for students shall have the authority to take reasonable actions necessary to control the conduct of students in all situations and in all places where students are within the jurisdiction of the Joint Operating Committee, and when such conduct interferes with the educational program of the center (school) or threatens the health and safety of others, in accordance with Joint Operating Committee policy, administrative regulations, the Code of Student Conduct and center (school)-rules.[17]

Reasonable force may be used by teachers and school authorities under any of the following circumstances: to quell a disturbance, obtain possession of weapons or other dangerous objects, for the purpose of self-defense, and for the protection of persons or property.[11]

### Referral to Law Enforcement and Reporting Requirements

For reporting purposes, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.[19][20][21]

The Administrative Director or designee shall immediately report required incidents and may report discretionary incidents committed by students on center (school) property, at any center (school)-sponsored activity or on a conveyance providing transportation to or from the center (school) or a

~~center (school)~~-sponsored activity to the local police department that has jurisdiction over the ~~center's (school's)~~ property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies. [16][19][20][22][23][24]

The Administrative Director or designee shall notify the parent/guardian of any student directly involved in an incident as a victim or suspect immediately, as soon as practicable. The Administrative Director or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the ~~center's (school's)~~ property has been or may be notified of the incident. The Administrative Director or designee shall document attempts made to reach the parent/guardian. [16][19][25]

In accordance with state law, the Administrative Director shall annually, by July 31, report all new incidents to the Office for Safe Schools on the required form. [16][20][26][27][28][29]

**When a student's behavior indicates a threat to the safety of the student, other students, employees, the ~~center's (school's)~~ facilities, the community or others, center (school) staff shall report the student to the threat assessment team, in accordance with applicable law and Joint Operating Committee policy. [30][31]**

**The Administrative Director shall report to the Joint Operating Committee the methods of discipline imposed by administrators and incidences of student misconduct, in the degree of specificity required by the Joint Operating Committee.**

#### NOTES:

Act 116 of 2002 defines graffiti as it relates to criminal mischief offenses and defines defiant trespassers – Title 18, Sec. 3304 (3503)

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## Legal

1. 24 P.S. 1850.1
2. 22 PA Code 12.3
3. 22 PA Code 12.4
4. Pol. 103
5. Pol. 103.1
6. 22 PA Code 12.2
7. Pol. 113.1
8. Pol. 235
9. Pol. 832
10. Pol. 146.1
11. 22 PA Code 12.5
12. Pol. 233
13. 22 PA Code 10.23
14. 20 U.S.C. 1400 et seq
15. Pol. 113.2
16. Pol. 805.1
17. 24 P.S. 1317
18. 24 P.S. 1318
19. 22 PA Code 10.2
20. 24 P.S. 1303-A
21. 35 P.S. 780-102
22. 22 PA Code 10.21
23. 22 PA Code 10.22
24. 24 P.S. 1302.1-A
25. 22 PA Code 10.25
26. Pol. 218.1
27. Pol. 218.2
28. Pol. 222
29. Pol. 227
30. 24 P.S. 1302-E
31. Pol. 236.1
- 22 PA Code 12.1 et seq
- 22 PA Code 403.1
- 20 U.S.C. 7114
- 34 CFR Part 300
- Mahanoy Area School District v. B.L., 594 U.S. \_\_\_\_ (2021)
- Pol. 122
- Pol. 805



Book	Policy Manual
Section	200 Pupils
Title	Student Expression/Dissemination of Materials
Code	220 Vol I 2022
Status	First Reading

## **Purpose**

The right of public school students to freedom of speech is guaranteed by the Constitution of the United States and the constitution of the Commonwealth. The Joint Operating Committee respects the right of students to express themselves in word or symbol and to **disseminate nonschool materials to others** as a part of that expression. The Joint Operating Committee also recognizes that exercise of that right **is not unlimited and** must be **balanced with** the school's responsibility to maintain a safe and orderly school environment and to protect the rights of all members of the school community.[1]

This policy addresses student expression in general **as well as dissemination of expressive materials** that are not part of school-sponsored activities (**nonschool materials**).

**This policy does not apply to** materials sought to be **disseminated** as part of the curricular or extracurricular programs of the school, **which** shall be regulated **separately** as part of the educational program.

## **Definitions**

**For the purposes of this policy, dissemination shall mean students distributing or publicly displaying nonschool materials to others:**

- 1. On school property or during school-sponsored activities by placing such materials upon desks, tables, on or in lockers, walls, doors, bulletin boards, or easels; by handing out such materials to other persons; or by any other manner of delivery to others; or**
- 2. At any time or location when creating or sending information using email, websites, online platforms, social media channels or other technological means that are owned, provided or sponsored by the school.**

**Expression** means verbal, written, technological or symbolic representation or communication.

**Nonschool materials** means any printed, technological or written materials, **regardless of form, source or authorship**, that are not prepared as part of the curricular or approved extracurricular program of the school. This includes, but is not limited to fliers, invitations, announcements, pamphlets, posters, **online discussion areas and digital** bulletin boards, personal websites and the like.

## **Authority**

### **Limitations on Student Expression**

Students have the right to express themselves unless such expression is likely to or does materially **and substantially disrupt or** interfere with the educational process, including school activities, school work, discipline, safety and order on school property or at school functions; threatens serious harm to the school or community; encourages unlawful activity; or interferes with another's rights. **Student expression is prohibited to the extent that it:[1]**



1. Violates federal, state or local laws, Joint Operating Committee policy or school rules or procedures;
2. Is defamatory, obscene, lewd, vulgar or profane;<sup>[2]</sup>
3. Advocates the use or advertises the availability of any substance or material that may reasonably be believed to constitute a direct and serious danger to the health or welfare of students, such as tobacco/**vaping products**, alcohol or illegal drugs;
4. Incites violence, advocates use of force or threatens serious harm to the school or community;
5. **Materially and substantially disrupts or interferes** with the educational process, such as school activities, school work, discipline, safety and order on school property or at school functions;
6. Interferes with, or advocates interference with, the rights of any individual or the safe and orderly operation of the school and school programs; **or**
7. Violates written procedures on time, place and manner for posting and **dissemination** of otherwise protected expression.

Student expression that occurs on school property or at school-sponsored events **or occurs at any time or place when created or communicated using school-provided equipment, email, websites or other technological resources**, is **subject to** this policy. **The limitations, prohibitions and requirements of this policy shall apply to expression that occurs outside the foregoing circumstances only when and to the extent that the out-of-school expression:**<sup>[1]</sup>  
<sup>[2]</sup><sup>[3]</sup><sup>[4]</sup>

1. **Incites violence, advocates use of force or otherwise threatens serious harm directed at students, staff or the school environment;**
2. **Materially and substantially disrupts or interferes with the educational process, such as school activities, school work, discipline, safety and order on school property or at school functions; or**
3. **Interferes with, or advocates interference with, the rights of any individual or the safe and orderly operation of the school and programs.**

#### Dissemination of Nonschool Materials

The Joint Operating Committee requires that **dissemination** of nonschool materials shall occur only at the places and during the times set forth in written procedures. Such procedures shall be written to permit the safe and orderly operation of the school, while recognizing the rights of students to engage in protected expression.<sup>[1]</sup><sup>[4]</sup>

The Joint Operating Committee requires that students who wish to **disseminate** nonschool materials on school property shall **obtain approval by submitting** them at least one (1) school day in advance to the building administrator or designee, who shall forward a copy to the Administrative Director.<sup>[1]</sup>

If the nonschool materials **include matters prohibited by** this policy, the building administrator or designee shall **promptly** notify the students **of the nature of the violation and** that they may not **disseminate** the materials **until the violation is corrected and the materials are resubmitted for approval.**

If notice **of disapproval** is not given during the period between submission and the time for the planned **dissemination**, students may **consider the request approved and** proceed with the **dissemination as requested, subject to all other established** procedures and requirements **relating to** time, place and manner of **dissemination. Students may nonetheless be directed to**

**cease or suspend dissemination if it is later determined that the materials or the dissemination of them are in violation of this policy or implementing rules or procedures.**

Students who **disseminate** printed **nonschool** materials shall be responsible for clearing any litter that results from their activity and shall schedule the event so that they do not miss instructional time themselves.

**Printed nonschool materials displayed in a fixed location of a building shall bear the date when placed in each location. The school may remove the materials within ten (10) days of the posting or other reasonable time as stated in applicable procedures.**

#### Review of Student Expression

**Review of nonschool materials proposed for dissemination shall be conducted promptly so as to avoid unreasonable delay in dissemination.**

School officials shall not censor or restrict nonschool materials or other student expression for the sole reason that it is critical of the school or its administration, or because the views espoused are unpopular or may make people uncomfortable.

Student-initiated religious expression is permissible, **and apart from regarding** time, place and manner, **shall not be restricted unless** the expression violates some other **aspect** of this policy, e.g., because it is independently determined to be **in violation** of this policy **for reasons other than the religious nature of the content.**

Appeal of the reviewer's decision may be made to the Administrative Director and then to the Joint Operating Committee, in accordance with Joint Operating Committee policy and procedures.[5]

#### Delegation of Responsibility

The Administrative Director shall assist the building administrator in determining the designation of the places and times nonschool materials may be **disseminated** in the school. Such designations may take into account maintenance of the flow of student traffic throughout the school and shall limit **dissemination** of nonschool materials to noninstructional times.

**When student dissemination of nonschool materials or other student expression violates this policy,** the building administrator may determine **what, if any,** disciplinary or other consequences **should be imposed.** Disciplinary actions shall be **in accordance with applicable Joint Operating Committee policy and** the Code of Student Conduct.[6][7]

**The Administrative Director shall ensure that building administrators and other staff involved in reviewing nonschool materials proposed for dissemination and evaluating whether violations of this policy have occurred receive training regarding applicable standards and procedures. Special emphasis shall be given to understanding the limitations on school officials' authority to regulate off-campus student expression, as well as the need to articulate in detail the nature and extent of disruption to or interference with the school environment thought to be caused by on or off-campus student expression and the specific manner by which the student expression involved is thought to have caused it.**

This Joint Operating Committee policy and any procedures written to implement this policy shall be referenced in student handbooks so that students can access them for further information.

Legal

1. 22 PA Code 12.9

2. 22 PA Code 12.2

3. 24 P.S. 511

4. 24 P.S. 1850.1

5. Pol. 219

6. Pol. 218

7. Pol. 113.1

Mahanoy Area School District v. B.L., 594 U.S. \_\_\_\_ (2021)

Pol. 816

220 ATTACH.doc (41 KB)

Book	Policy Manual
Section	200 Pupils
Title	Controlled Substances/Paraphernalia
Code	227 Vol I 2022
Status	First Reading

### **Purpose**

The Joint Operating Committee recognizes that the abuse of controlled substances is a serious problem with legal, physical and social implications for the whole school community. As an educational institution, the school shall strive to prevent abuse of controlled substances.

### **Definitions**

For purposes of this policy, **controlled substances** shall mean all:[\[1\]](#)[\[2\]](#)

1. Controlled substances prohibited by federal and state law.
2. Look-alike drugs.
3. Alcoholic beverages.
4. Anabolic steroids.
5. Drug paraphernalia.
6. Any volatile solvents or inhalants, such as but not limited to glue and aerosol products.
7. Substances that when ingested cause a physiological effect that is similar to the effect of a controlled substance as defined by state or federal law.
8. Prescription or nonprescription (over-the-counter) medications, except those for which permission for use in school has been granted pursuant to Joint Operating Committee policy.[\[3\]](#)[\[4\]](#)

For purposes of this policy, **under the influence** shall include any consumption or ingestion of controlled substances by a student.

For purposes of this policy, **look-alike drugs** shall include any pill, capsule, tablet, powder, plant matter or other item or substance that is designed or intended to resemble a controlled substance prohibited by this policy, or is used in a manner likely to induce others to believe the material is a controlled substance.

### **Authority**

The Joint Operating Committee prohibits students from using, possessing, distributing, and being under the influence of any controlled substances during school hours, at any time while on school property, at any school-sponsored activity, and during the time spent traveling to and from school and school-sponsored activities.[\[5\]](#)[\[6\]](#)

The Joint Operating Committee may require participation in drug counseling, rehabilitation, testing or other programs as a condition of reinstatement into the school's educational or extracurricular

programs resulting from violations of this policy.

In the case of a student with a disability, including a student for whom an evaluation is pending, the school shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

### Off-Campus Activities

This policy shall also apply to student conduct that occurs off school property **or during nonschool hours to the same extent as provided in Joint Operating Committee policy on student discipline.**[\[13\]](#)

### Delegation of Responsibility

The Administrative Director or designee shall develop administrative regulations to identify and control substance abuse in the school which:

1. Establish procedures to appropriately manage situations involving students suspected of using, possessing, being under the influence, or distributing controlled substances.[\[14\]](#)[\[15\]](#)[\[16\]](#)
2. Disseminate to students, parents/guardians and staff the Joint Operating Committee policy and administrative regulations governing student use of controlled substances.

### Guidelines

Violations of this policy may result in disciplinary action up to and including expulsion and referral for prosecution.[\[13\]](#)[\[17\]](#)[\[18\]](#)

The Administrative Director or designee shall immediately report required incidents and may report discretionary incidents involving possession, use or sale of controlled substances on school property, at any school-sponsored activity or on a conveyance providing transportation to or from the school or a school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[\[12\]](#)[\[14\]](#)[\[15\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)

The Administrative Director or designee shall notify the parent/guardian of any student directly involved in an incident involving possession, use or sale of controlled substances as a victim or suspect immediately, as soon as practicable. The Administrative Director or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the school (center) property has been or may be notified of the incident. The Administrative Director or designee shall document attempts made to reach the parent/guardian.[\[12\]](#)[\[19\]](#)[\[22\]](#)

In accordance with state law, the Administrative Director shall annually, by July 31, report all incidents of possession, use or sale of controlled substances to the Office for Safe Schools.[\[12\]](#)[\[15\]](#)

In all cases involving students and controlled substances, the need to protect the educational community from undue harm and exposure to drugs shall be recognized.

### Reasonable Suspicion/Testing

If based on the student's behavior, medical symptoms, vital signs or other observable factors, the building administrator has reasonable suspicion that the student is under the influence of a controlled substance, the student may be required to submit to drug or alcohol testing. The testing may include but is not limited to the analysis of blood, urine, saliva, or the administration of a Breathalyzer test.

## **PSBA Revision 3/22 © 2022 PSBA**

### Legal

1. 35 P.S. 780-102
2. 21 U.S.C. 812
3. Pol. 210
4. Pol. 210.1
5. 24 P.S. 1850.1
6. 22 PA Code 12.3
7. 22 PA Code 10.23
8. 20 U.S.C. 1400 et seq
9. Pol. 103.1
10. Pol. 113.1
11. Pol. 113.2
12. Pol. 805.1
13. Pol. 218
14. 24 P.S. 1302.1-A
15. 24 P.S. 1303-A
16. 42 Pa. C.S.A. 8337
17. Pol. 233
18. Pol. 236
19. 22 PA Code 10.2
20. 22 PA Code 10.21
21. 22 PA Code 10.22
22. 22 PA Code 10.25
23. 35 P.S. 807.1
24. 35 P.S. 807.2
- 22 PA Code 403.1
- 35 P.S. 780-101 et seq
- 35 P.S. 807.1 et seq
- 21 U.S.C. 801 et seq
- 34 CFR Part 300
- Pol. 122
- Pol. 805

Book	Policy Manual
Section	200 Pupils
Title	Electronic Devices
Code	237 Vol I 2022
Status	First Reading

### **Purpose**

The Joint Operating Committee adopts this policy in order to **support** an educational environment that is **orderly**, safe and secure for students and employees. **while also recognizing that electronic devices may provide a positive contribution when used for educational purposes.**

### **Definition**

**Electronic devices** shall include all devices that can take photographs; record, **play or edit** audio or video data; store, transmit or receive **calls**, messages, **text, data** or images; **operate online applications**; or provide a wireless, unfiltered connection to the Internet.

### **Exceptions**

The building administrator may grant approval for possession and use of an electronic device by a student for the following reasons:

1. Health, safety or emergency reasons.
2. An Individualized Education Program (IEP) **or Section 504 Service Agreement.**[3][4]
3. Classroom or instructional-related activities, **under the supervision of a classroom teacher.**
4. Other reasons determined appropriate by the building administrator.

### **Authorized Use of Electronic Devices**

***Building administrators, in consultation with the Administrative Director and in compliance with Joint Operating Committee policy, administrative regulations and rules, are authorized to determine the extent of the use of electronic devices within their buildings and programs, on center school property, and/or while students are attending school-sponsored activities. Use of electronic devices may be different education levels and between programs. Building administrators shall establish rules and notify students, staff and parents/guardians of all applicable rules for use of electronic devices within their buildings and programs.***

***The Joint Operating Committee prohibits use of electronic devices in locker rooms, bathrooms, health suites and other changing areas at any time.***

The school shall not be liable for the loss, damage or misuse of any electronic device.

### **Electronic Images and Photographs**

The Joint Operating Committee prohibits the taking, storing, disseminating, transferring, viewing, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or other means, including but not limited to texting and emailing.

Because such violations may constitute a crime under state and/or federal law, the school may report such conduct to state and/or federal law enforcement agencies.

### **Delegation of Responsibility**

The Administrative Director or designee shall annually notify students, parents/guardians and employees about the electronic device policy.

The Administrative Director or designee shall develop administrative regulations to implement this policy.

### **Guidelines**

Violations of this policy by a student shall result in disciplinary action and may result in confiscation of the electronic device.[5][8][9]

The confiscated item may not be returned until a conference has been held with a parent/guardian.

### **PSBA Revision 3/22 © 2022 PSBA**

- |       |                   |
|-------|-------------------|
| Legal | 1. 24 P.S. 510    |
|       | 2. 24 P.S. 1850.1 |
|       | 3. Pol. 103.1     |
|       | 4. Pol. 113       |
|       | 5. Pol. 218       |
|       | 6. Pol. 815       |
|       | 7. Pol. 235       |
|       | 8. Pol. 226       |
|       | 9. Pol. 233       |



Book	Policy Manual
Section	300 Employees
Title	Professional Development
Code	333
Status	First Reading

### **Authority**

**Continuing professional study and inservice training** for administrative, professional, **project staff** and support employees **are prerequisites for professional development, enhanced ability to complete responsibilities and maintaining certification.**

**The Joint Operating Committee** directs school **employees to further their professional and personal advancement through graduate study, inservice training, conference attendance and professional development activities.**[\[1\]](#)[\[2\]](#)[\[3\]](#)

### **Guidelines**

#### **Graduate/Special Courses**

**Only courses of study that are preapproved shall be eligible for reimbursement by the school or a change in compensation for the employee. Documentary evidence of satisfactory completion of all study programs shall be required.**

**Reimbursement for credits for approved graduate study or special courses shall be made in accordance with terms of the applicable compensation plan, individual contract, or collective bargaining agreement.**

All eligible employees shall submit annually a record and description of the attainment of approved credits to the Administrative Director.

**Approved graduate study or special courses/programs may be of sufficient advantage to the school to warrant an increase in an employee's annual salary, upon documentation of satisfactory completion. Such an increase will be in accordance with provisions of the applicable compensation plan, individual contract, collective bargaining agreement, or Joint Operating Committee resolution.**[\[4\]](#)[\[5\]](#)

#### **Inservice Programs**

**The Administrative Director or designee shall develop and operate an ongoing inservice program for employees throughout the school year and during the summer.**

#### **Induction Plan**

**The school shall comply with Department of Education requirements when developing and maintaining an induction plan for first-year teachers, long-term substitutes hired for a position for forty-five (45) days or more, educational specialists and teachers new to the school. The school shall develop and submit the induction plan to the Department of Education for approval every six (6) years, as required by law and regulations. Prior to approval by the Joint Operating Committee and submission to the Department of Education, the induction plan shall be made available for public inspection and comment in the school's administrative offices and the nearest public library for a minimum of twenty-eight (28) days.**[\[6\]](#)[\[7\]](#)[\[8\]](#)

## **Induction Program for School System Leaders**

**School system leaders shall complete an induction program which is consistent with the Pennsylvania School Leadership Standards within five (5) years of serving as a school system leader in Pennsylvania for the first time.**[\[9\]](#)[\[10\]](#)

For purposes of this policy, **school system leaders shall include the Administrative Director and individuals who are converting an administrative certificate from a Level I certificate to a Level II certificate.**[\[9\]](#)

## **Professional Education Plan**

**The Joint Operating Committee shall appoint to the professional education committee parents/guardians and representatives of the community and local businesses. Representatives of administrators, teachers and educational specialists on the professional education committee shall be selected by their respective members.**[\[1\]](#)[\[11\]](#)

The school shall develop and submit a professional education plan to the Secretary of Education for approval every three (3) years, as required by law and regulations. **The professional education plan shall be designed to meet the educational needs of the school and its certificated administrative and professional employees; specify approved courses, programs, activities and learning experiences,** including training on subjects required by law, regulations and Joint Operating Committee policy; **and identify approved providers.** Prior to approval by the Joint Operating Committee and submission to the Secretary of Education, the professional education plan shall be made available for public inspection and comment in the school's administrative offices and the nearest public library for a minimum of twenty-eight (28) days.[\[1\]](#)[\[7\]](#)[\[8\]](#)[\[11\]](#)

**The Joint Operating Committee shall ensure an annual review of the school's professional education plan is conducted by the professional education committee to determine if the plan continues to meet the needs of the school, employees, students and community. The professional education committee may recommend amendments to the plan, subject to approval by the Joint Operating Committee and the Department of Education.**[\[1\]](#)

**The Joint Operating Committee may approve, on a case-by-case basis, specific professional education activities not stated within the school's professional education plan.**[\[2\]](#)

**If the school assumes all costs of credits or hours, the Joint Operating Committee may disapprove any course, program, activity or learning experience that is inconsistent with the goals of the professional education plan.**[\[2\]](#)

### *Trauma-Informed Approach Education -*

The professional education plan shall include a minimum of one (1) hour of required training in trauma-informed approaches, in accordance with law.[\[1\]](#)[\[12\]](#)[\[13\]](#)

The school shall provide certificated administrative and professional employees with training on trauma-informed approaches, in accordance with law and the professional education plan. Training shall address, but shall not be limited to:[\[12\]](#)[\[13\]](#)

1. Recognition of the signs of trauma in students.
2. Best practices for schools and classrooms regarding trauma-informed approaches, including utilizing multi-tiered systems of support.
3. Recognition of the signs of impact of secondary trauma on school employees and appropriate resources for employees experiencing secondary trauma.

4. The school's policies regarding trauma-informed approaches.[14]

5. The school's policies regarding connecting students with appropriate services.[15][16][17]  
Training shall be based on evidence-based or evidence-informed programs that meet the needs of the school's local community and reflect current best practices related to trauma-informed approaches.[13]  
[18].

Legal

1. 24 P.S. 1205.1
2. 24 P.S. 1205.2
3. 24 P.S. 1850.1
4. 24 P.S. 1144
5. 24 P.S. 1151
6. 22 PA Code 49.16
7. 22 PA Code 4.13
8. Pol. 100
9. 24 P.S. 1205.5
10. 24 P.S. 1217
11. 22 PA Code 49.17
12. 24 P.S. 102
13. 24 P.S. 1205.7
14. Pol. 146.1
15. Pol. 146
16. Pol. 209
17. Pol. 236
18. 20 U.S.C. 7801
- 24 P.S. 1205.6
- 24 P.S. 1311-B
- Pol. 806

Book	Policy Manual
Section	300 Employees
Title	Sick Leave
Code	334
Status	First Reading

### **Authority**

**Joint Operating Committee policy for** certificated **administrative and professional employees shall ensure that** eligible **employees receive** paid **sick leave days annually, in accordance with law**, an applicable compensation plan, individual contract, **collective bargaining agreement**, or Joint Operating Committee resolution. Unused leave **shall be cumulative.**[\[1\]](#)

**Joint Operating Committee policy for** noncertificated **administrative and support employees shall ensure that** eligible **employees receive** paid **sick leave days annually, in accordance with** an applicable compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution. Unused leave **shall be cumulative.**

**The Joint Operating Committee reserves the right to require any employee claiming** paid or unpaid **sick leave to submit sufficient proof, including** documentation from a licensed **physician**, certified registered nurse practitioner or a licensed physician assistant, **of the employee's illness, disability** or need to quarantine.[\[1\]](#)[\[2\]](#)

**Misuse of sick leave shall be considered a serious infraction subject to disciplinary action.**[\[3\]](#)

**The Joint Operating Committee shall consider the** written request **of any eligible employee for an extension of sick leave**, with or without pay, **when the employee's own accumulated sick leave** or other paid or unpaid leave has been **exhausted**, pursuant to law or collective bargaining agreement provisions where applicable.[\[1\]](#)[\[2\]](#)

The Joint Operating Committee approves the use of Sick Leave Banks, and directs the Administrative Director or designee to establish administrative regulations or procedures to ensure they are operated in accordance with the provisions of law, Joint Operating Committee policy and an applicable compensation plan, collective bargaining agreement, or Joint Operating Committee resolution.

### **Delegation of Responsibility**

**The Administrative Director shall report to the Joint Operating Committee the names of employees absent for noncompensable cause or whose claim for sick leave pay cannot be justified.**

### **Guidelines**

**Whatever the claims of disability, no day of absence shall be considered a sick leave day if the employee has engaged in or prepared for other gainful employment, or has engaged in any activity that would raise doubts regarding the validity of the sick leave request.**

### **Records**

**The school's personnel records shall show the attendance of each employee; and the days absent shall be recorded, with the reason for such absence noted.**[\[1\]](#)

**A record shall be made of the unused sick leave days accumulated by each employee, which shall be reported to the employee.[\[1\]](#)**

The Joint Operating Committee shall pay a specified amount for each unused sick leave day, up to a designated number of days, upon the retirement or death of an employee, as provided in the applicable compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution.

Legal

1. 24 P.S. 1154

2. 24 P.S. 1850.1

3. Pol. 317

Pol. 335

Pol. 339

Book	Policy Manual
Section	300 Employees
Title	Family and Medical Leaves
Code	335
Status	First Reading

### **Authority**

The Joint Operating Committee shall provide eligible administrative, professional and support employees with unpaid leaves of absence **in accordance with the Family And Medical Leave Act**, hereinafter referred to as **FMLA**.[\[1\]](#)[\[2\]](#)

Employee requests for FMLA leave shall be processed in accordance with law, Joint Operating Committee policy and administrative regulations.

### **Delegation of Responsibility**

The Administrative Director shall develop and disseminate administrative regulations to implement FMLA leave for eligible employees.

The school shall post, in conspicuous places in the school customarily used for notices to employees and applicants, a notice regarding the provisions of the FMLA and the procedure for filing a complaint.[\[3\]](#)

**Employee requests for leave, both FMLA and non-FMLA, shall be submitted in writing on a designated form to the immediate supervisor, with a copy to the Human Resources Department.**

### **Guidelines**

Employees' eligibility for FMLA leave shall be based on the criteria established by law.[\[4\]](#)[\[5\]](#)

Eligible employees shall be provided **up to twelve (12) workweeks of unpaid leave in a twelve-month period for the employee's own serious health condition; for the birth, adoption, foster placement or first-year care of a child; to care for a seriously ill spouse, child or parent; or to address specific qualifying exigencies pertaining to a member of the Armed Forces alerted for foreign deployment or during foreign deployment.**[\[5\]](#)

Eligible employees shall be provided up to **twenty-six (26) workweeks of unpaid leave in a single twelve-month period to care for an ill or injured covered servicemember.**[\[5\]](#)

The school shall utilize a rolling twelve-month period measured backwards from the date leave is used to determine if an employee has exhausted his/her FMLA leave in any twelve-month period.[\[6\]](#)

When an employee requests an FMLA leave and qualifies for and is entitled to any accrued paid sick, vacation, personal or family leave, **the employee must use such paid leave** concurrent with the FMLA leave.[\[5\]](#)

Legal

1. 29 CFR Part 825
  2. 29 U.S.C. 2601 et seq
  3. 29 U.S.C. 2619
  4. 29 U.S.C. 2611
  5. 29 U.S.C. 2612
  6. 29 CFR 825.200
- Pol. 813

Book	Policy Manual
Section	300 Employees
Title	Personal Necessity Leave
Code	336
Status	First Reading

### **Authority**

**This policy shall provide for absences for defined personal necessity leave by administrative, professional, project staff and support employees.**

**The Joint Operating Committee has the authority to specify reasonable conditions under which personal necessity leave may be granted, the type of situations in which such leave will be permitted, and the total number of days that may be used by an employee in any school year for such leave.[\[1\]](#)[\[2\]](#)**

### **Guidelines**

#### **Personal Leave**

**Personal leave days with pay shall be granted to employees in accordance with applicable provisions of the compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution.**

#### **Bereavement Leave**

**Bereavement leave with pay shall be granted to employees in accordance with law, applicable provisions of the compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution.[\[1\]](#)**

Legal	1. 24 P.S. 1154
	2. 24 P.S. 1850.1



Book	Policy Manual
Section	300 Employees
Title	Vacation
Code	337
Status	First Reading

### **Authority**

**Administrative and support staff employed to work twelve (12) months or other schedules considered full-time shall be provided paid vacation.**

**The Joint Operating Committee shall provide vacation days for eligible employees, consistent with the employee's request and convenience while considering the school's management and operational needs.**[\[1\]](#)

**Vacation time shall be granted in accordance with applicable provisions of the compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution.**

**Vacations normally will be scheduled at times when they will not interfere with the normal operation of the school.**

**All vacation schedules are subject to final approval by the Administrative Director.**

Legal                      1. 24 P.S. 1850.1

Book	Policy Manual
Section	300 Employees
Title	Sabbatical Leave
Code	338
Status	First Reading

### **Authority**

**This policy shall establish the school's parameters for granting sabbatical leaves for restoration of health to certificated administrative and professional employees.**

**The Joint Operating Committee shall grant sabbatical leaves to eligible administrative and professional employees for the purpose of restoration of health and for other purposes at the discretion of the Joint Operating Committee.[1]**

**The Joint Operating Committee reserves the right to specify the conditions under which sabbatical leaves for restoration of health or other purposes may be taken, consistent with law.**

### **Guidelines**

#### **Eligibility**

**To qualify for sabbatical leave, an eligible employee shall have completed ten (10) years of satisfactory service in the public schools of the Commonwealth; at least five (5) consecutive years of such service shall be in this school or in a participating school district.[1]**

**A sabbatical leave may be taken for a half or full school term or for two (2) half school terms during a period of two (2) years, at the employee's option.[1]**

**The total number of administrative employees on sabbatical leave at any one time shall not exceed ten percent (10%) of the number of eligible employees. The total number of professional employees on sabbatical leave at any one time shall not exceed ten percent (10%) of the number of eligible employees.[2]**

#### **Application**

**Requests for sabbatical leave shall be submitted on the approved form and forwarded with medical documentation to the Administrative Director or designee as soon as possible.**

**The Joint Operating Committee shall review each application for sabbatical leave and shall approve those meeting the requirements of Joint Operating Committee policy and applicable law.**

#### **Documentation**

**Applicants for sabbatical leave shall submit with the application form a supporting medical statement and recommendation from his/her physician.**

**At both the approximate midpoint of the leave and at least thirty (30) days prior to the conclusion of the leave, a physician's statement shall be submitted to the Administrative Director or designee, indicating the extent to which the purpose of the leave has been**

achieved and evaluating the health status of the employee relative to his/her ability to return to employment.[3]

**The Joint Operating Committee reserves the right to require at its own expense additional examinations and reports by physicians of its choice to determine whether the leave is being used for the purpose for which it was granted.[3]**

### **Commitment of Employee**

**Acceptance of a sabbatical leave incurs a commitment by the employee to return to active duty in this school immediately following the sabbatical leave for one (1) full school term, unless prevented by illness or physical disability.[4]**

**The Joint Operating Committee reserves the right to require at its own expense additional examinations and reports by physicians of its choice to determine the employee's ability to return to work.**

### **Commitment of Employer**

**At the expiration of the sabbatical leave, the employee shall be reinstated in the same position held at the time of the granting of the leave.[4]**

**Time on sabbatical leave shall be counted as time on the job for purposes of seniority and for retirement fund purposes, but for no other purpose.[5]**

### **Compensation**

**During the period of sabbatical leave, an employee shall be compensated at least one-half the salary to which s/he would have been entitled had the employee not taken leave.[6]**

A sabbatical leave granted for restoration of health shall also serve as a leave of absence without pay from all other school activities.[1]

Legal	1. 24 P.S. 1166
	2. 24 P.S. 1167
	3. 24 P.S. 1171
	4. 24 P.S. 1168
	5. 24 P.S. 1170
	6. 24 P.S. 1169

Book	Policy Manual
Section	300 Employees
Title	Compensated Professional Leaves
Code	338.1
Status	First Reading

### **Purpose**

**This policy shall establish the school's parameters for granting professional development and classroom occupational exchange leaves for certificated administrative and professional employees.**

### **Definitions**

**Professional Development Leave - shall be defined as a leave of absence granted for the purpose of improving professional competency or obtaining a professional certificate or commission. Such leave shall be directly related to an employee's professional responsibilities, as determined by the Joint Operating Committee, and be restricted to activities required by state regulation or law.[1]**

**Classroom Occupational Exchange Leave - shall be defined as a leave of absence granted for the purpose of acquiring practical work experience in business, industry or government.[2]**

### **Authority**

**The Joint Operating Committee shall have sole authority to adopt and enforce policy establishing the conditions for approval of a professional development leave for eligible employees. All requests for such leave shall be subject to review by the Joint Operating Committee. The Joint Operating Committee may approve or reject a proposed plan for professional development leave.[1]**

**The Joint Operating Committee may grant a leave to eligible employees for classroom occupational exchange leave for the specified purpose.[2]**

### **Guidelines**

## **PROFESSIONAL DEVELOPMENT LEAVE**

### **Eligibility**

**To qualify for professional development leave, an eligible employee shall have completed ten (10) years of satisfactory service in the public schools of the Commonwealth; at least five (5) consecutive years of such service shall be in this school. Prior service in a participating school district shall be credited toward this requirement.[3]**

**A leave for professional development may be taken for a half or full school term or for two (2) half school terms during a period of two (2) years, at the employee's option.[3]**

**The total number of administrative employees on such leaves of absence shall not exceed ten percent (10%) of the number of eligible employees. The total number of professional**

employees on such leaves of absence shall not exceed ten percent (10%) of the number of eligible employees.[4]

### **Application**

Professional development leaves shall be granted only to employees participating in an academic program for the purpose of retaining a professional certificate or commission, further preparation and improvement in an area(s) of certification, additional certification, attaining other appropriate and identifiable educational positions within the school, or as the Joint Operating Committee may require, and upon the recommendation of the Administrative Director.[1]

Requests for professional development leave shall be submitted on the approved form and forwarded with a detailed plan to the Administrative Director.

All required application materials shall be submitted by January 1 for the following school year and by July 1 for the following semester.

### **Documentation**

Applicants for professional development leave shall submit with the application form a detailed plan describing the professional development activities to be undertaken and a statement specifying the benefits of the leave to the employee and the school. The plan shall provide sufficient information to permit the Joint Operating Committee to adequately evaluate the request.[1]

The Joint Operating Committee may at any time require additional information from the employee in order to assist the Joint Operating Committee in determining whether the leave is being used for the purpose for which it was granted.[5]

The minimum requirements for leave for a half school term shall consist of any one or a combination of the following:[1]

1. Nine (9) graduate credits.
2. Twelve (12) undergraduate credits.
3. One hundred eighty (180) hours of professional development activities.

The minimum requirements for leave for a full school term shall consist of any one or a combination of the following:[1]

1. Eighteen (18) graduate credits.
2. Twenty-four (24) undergraduate credits.
3. Three hundred sixty (360) hours of professional development activities.

Applicants who propose to take graduate or undergraduate credits shall submit notification of acceptance and enrollment from an accredited institution of higher learning for study in courses approved by the Administrative Director. The employee shall successfully complete the approved courses and receive passing grades. Upon return from professional development leave, the employee shall submit to the Administrative Director within the first month an official transcript of all courses completed. Failure to receive passing grades or to submit required transcripts on time shall result in forfeiture of monies paid by the school.[1]  
[5]

Applicants who propose to undertake professional development activities shall submit to the Joint Operating Committee a detailed plan listing the specific activities. Upon return from professional development leave, the employee shall submit to the Administrative Director within the first month a formal report describing the educational activities pursued and their

benefits and relevancy. Failure to submit required reports on time shall result in forfeiture of monies paid by the school.[1][5]

### Commitment of Employee

Acceptance of professional development leave incurs a commitment by the employee to return to active duty in this school immediately following the leave for one (1) full school term, unless prevented by illness or physical disability.[1][6]

Employees shall submit required reports on time or forfeit all compensation and benefits.

### Commitment of Employer

At the expiration of the professional development leave, the employee shall be reinstated in the same position held at the time of the granting of the leave.[6]

Time on professional development leave shall be counted as time on the job for purposes of seniority and for retirement fund purposes, but for no other purpose.[7][8]

### Compensation

During the period of professional development leave, an employee shall be compensated at least one-half the salary to which s/he would have been entitled had the employee not taken leave.[9]

A leave of absence granted for professional development shall also serve as a leave of absence without pay from all other school activities.[3]

## **CLASSROOM OCCUPATIONAL EXCHANGE LEAVE**

### Application

Requests for classroom occupational exchange leave shall be submitted on the approved form and forwarded with appropriate documentation to the Administrative Director.

All required application materials shall be submitted by January 1 for the following school year.

### Documentation

Applicants for classroom occupational exchange leave shall submit with the application form a statement from the employer agreeing to the terms and conditions of the leave, as specified in Joint Operating Committee policy.

Upon return from such leave, the employee shall submit to the Joint Operating Committee a final report detailing the work experience and its benefits.[2][1][5]

### Commitment of Employee

Acceptance of classroom occupational exchange leave incurs a commitment by the employee to return to active duty in this school immediately following the leave for one (1) full school term, unless prevented by illness or physical disability.[6]

### Commitment of Employer

At the expiration of the classroom occupational exchange leave, the employee shall be reinstated in the same position held at the time of the granting of the leave.[6]

**Time on classroom occupational exchange leave shall be counted as time on the job for purposes of seniority and for retirement fund purposes, but for no other purpose.[\[2\]](#)**

**Compensation**

**The business, industry or government to whom the employee is assigned during the leave shall fully compensate the school for all salary, wages, pension and retirement contributions, and other benefits as if the employee were in full-time active service.[\[2\]](#)**

- Legal
1. 24 P.S. 1166.1
  2. 24 P.S. 522.2
  3. 24 P.S. 1166
  4. 24 P.S. 1167
  5. 24 P.S. 1171
  6. 24 P.S. 1168
  7. 24 P.S. 522.1
  8. 24 P.S. 1170
  9. 24 P.S. 1169

Book	Policy Manual
Section	300 Employees
Title	Uncompensated Leave
Code	339
Status	First Reading

**Authority**

**The Joint Operating Committee recognizes that in certain situations an administrative, professional, project staff or support employee may request extended leave for personal reasons, and the school could benefit from the return of the employee.**

**The Joint Operating Committee reserves the right to specify the conditions under which uncompensated leave may be taken.** All applications for uncompensated leave require approval by the Joint Operating Committee, upon recommendation of the Administrative Director.[\[1\]](#)[\[2\]](#)

Uncompensated leave shall be granted in accordance with provisions of the applicable compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution.

- Legal
1. 24 P.S. 1154
  2. 24 P.S. 1850.1
  - 24 P.S. 1182



Book	Policy Manual
Section	300 Employees
Title	Responsibility for Student Welfare
Code	340
Status	First Reading

### **Authority**

The Joint Operating Committee adopts this policy to ensure appropriate oversight of and responsibility for student welfare by administrative, professional, **project staff** and support employees.[1]

**Employees** are responsible for **the safety of students in their charge within school buildings and on school property.**

**Each employee** is responsible **for supervision, control and protection of students, commensurate with assigned duties and** directives.

Each employee is responsible to ensure that students are supervised by a teacher or other staff member at all times while engaged in school activities.

An employee **should not voluntarily assume responsibility for duties** the employee **cannot reasonably perform. Voluntary assumption carries the same responsibilities as assigned duties.**

Teachers and designated staff shall **provide proper instruction in** and enforcement of **safety** rules and procedures included in the Joint Operating Committee-approved health and safety plan and **assigned** curriculum.[2][3]

**Each employee has the responsibility to report immediately to the** building administrator or designated staff **an accident, safety hazard,** unsafe or dangerous condition, or to immediately address observed violations of school safety rules.[2]

**Employees may not send students on any personal errands.**

Employees may not transport students in a personal vehicle, except when specifically authorized by the building administrator or designee.

Employees **shall not require a student to perform services that may be detrimental to the student's health.**

### **Delegation of Responsibility**

**The Administrative Director or designee shall** monitor employee's adherence to this policy to ensure **the maintenance of standards** that **protect student welfare.**

Legal	1. 24 P.S. 1850.1
	2. Pol. 705
	3. Pol. 805

Book	Policy Manual
Section	300 Employees
Title	Benefits for Part-Time Employees
Code	341
Status	First Reading

### **Authority**

**Benefits for regularly employed part-time** administrative, professional, **project staff** and support employees **shall be determined in accordance with the** terms of an applicable compensation plan, individual contract, **collective bargaining agreement**, or Joint Operating Committee resolution.

Whenever regularly employed, part-time employees are entitled to fringe benefits normally provided for full-time employees of the same classification, such benefits will be established at the time of employment, and the manner of proration determined at that time.

Part-time employees shall be included in the School Employees' Retirement System upon reaching either 500 hours or 80 days of employment, in accordance with law.[\[1\]](#)

Legal	1. 24 Pa. C.S.A. 8301
	24 Pa. C.S.A. 8301 et seq

Book	Policy Manual
Section	300 Employees
Title	Jury Duty
Code	342
Status	First Reading

### **Authority**

Regularly employed administrative, professional, **project staff** and support employees shall be protected against loss of employment for time served on jury duty.[\[1\]](#)

### **Guidelines**

When an employee is notified of jury duty, s/he shall inform the Administrative Director or designee.

Employees called for jury duty shall normally be permitted to serve and will not be penalized in any way. They shall receive normal pay for the period of jury duty, but any compensation received from jury duty in excess of actual expenses shall be credited against such pay.

Time spent on jury duty will not be charged against personal leave and will count as time on the job.

Employees must submit to their supervisor a record from the court of the number of days served.

**Employees on jury duty who are dismissed from duty one-half (1/2) day or more** may be required to **return to work**, in accordance with provisions of an applicable compensation plan, individual contract, collective bargaining agreement or Joint Operating Committee resolution.

Legal                      1. 42 Pa. C.S.A. 4563

Book	Policy Manual
Section	300 Employees
Title	Paid Holidays
Code	343
Status	First Reading

**Authority**

**Paid holidays for regularly employed** administrative, **professional, project staff** and support employees shall be determined in accordance with Joint Operating Committee policy.

**Holidays are established for** eligible employees **in accordance with the calendar adopted annually by the Joint Operating Committee** or an applicable compensation plan, individual contract, **collective bargaining agreement**, or Joint Operating Committee resolution. [\[1\]](#)[\[2\]](#)[\[3\]](#)

Legal	1. 24 P.S. 1502
	2. 24 P.S. 1503
	3. Pol. 803

Book	Policy Manual
Section	300 Employees
Title	Workers' Compensation Transitional Return-to-Work Program
Code	347 - NEW
Status	First Reading

### **Purpose**

The purpose of a workers' compensation transitional return-to-work program is the safe, timely return of injured school employees to transitional or regular employment.

### **Authority**

In an effort to control workers' compensation costs, the Joint Operating Committee adopts this policy to ensure that employees who have been injured at work and are covered by workers' compensation return to work as soon as possible, in accordance with Joint Operating Committee policy and administrative regulations.

This policy shall apply only to an employee who meets all of the following conditions:

1. Has been injured at work.
2. Is disabled as defined under the state Workers' Compensation Act.
3. Is capable of productive work.
4. Cannot return to his/her pre-injury job for the school with or without reasonable accommodations as a result of his/her work injury.
5. Is expected to be able to return to his/her pre-injury job within a definite period of time.
6. Is being paid workers' compensation disability benefits.

An employee shall not be eligible for continuation in the transitional return-to-work program if one (1) of the following determinations is made:

1. Employee cannot perform the assigned lighter duty work.
2. Employee will be unable to return to his/her pre-injury occupation with or without reasonable accommodations within a reasonable period of time.

The work that shall be offered to an eligible employee shall be productive work that will advance the interests of the school.

### **Delegation of Responsibility**

The Administrative Director or designee shall establish a transitional return-to-work program and develop administrative regulations to implement the Joint Operating Committee policy.

The Administrative Director or designee shall ensure that all school staff responsible for the transitional return-to-work program shall receive periodic training from legal counsel with expertise in the Family And Medical Leave Act, Americans With Disabilities Act, workers' compensation and labor relations. The training shall include information on the interaction of the transitional return-to-work program and applicable laws, contracts and collective bargaining agreements.

The Administrative Director or designee shall determine if a lighter duty job will be offered to an eligible employee.

When the interactive process is going to be engaged in, the Administrative Director or designee shall engage the solicitor or special labor counsel.

### **Guidelines**

The transitional return-to-work program and Joint Operating Committee policy shall be implemented in a manner that does not conflict with applicable laws, contracts or collective bargaining agreements.

Nothing in this policy shall be construed as requiring that a lighter duty job be provided to an eligible employee or that the essential functions of any job be eliminated. Lighter duty jobs are intended as a transitional opportunity to assist an injured employee to return to his/her pre-injury occupation with or without reasonable accommodations.

Legal	77 P.S. 1 et seq
	29 U.S.C. 2601 et seq
	42 U.S.C. 12101 et seq
	29 CFR Part 825
	45 CFR Part 160
	45 CFR Part 164

Book	Policy Manual
Section	300 Employees
Title	Drug and Substance Abuse
Code	351
Status	First Reading

### **Purpose**

**The Joint Operating Committee recognizes that the misuse of drugs by administrative, professional and support employees is a serious problem with legal, physical and social implications for the whole school community and is concerned about the problems that may be caused by drug use by employees, especially as the use relates to an employee's safety, efficiency and productivity.**

**The primary purpose and justification for any action by the school will be for the protection of the health, safety and welfare of students, staff and school property.**

### **Definitions**

**Drugs - shall be defined as those outlined in the Controlled Substance, Drug, Device and Cosmetic Act.[1]**

**Conviction - a finding of guilt, including a plea of nolo contendere, an imposition of sentence, or both by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statute.[2]**

**Criminal Drug Statute - a federal or state criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.[2]**

**Drug-free Workplace - the site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance.[2]**

### **Authority**

**The Joint Operating Committee requires that each administrative, professional and support employee be given notification that, as a condition of employment, the employee will abide by the terms of this policy and notify the school of any criminal drug statute conviction for a violation occurring in the workplace immediately, but no later than seventy-two (72) hours, after such conviction.[3][4]**

**Any employee convicted of delivery of a controlled substance or convicted of possession of a controlled substance with the intent to deliver shall be terminated from his/her employment with the school.[5][1]**

### **Delegation of Responsibility**

**A statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the employee's workplace shall be provided by the Administrative Director or designee and shall specify the actions that will be**

taken against the employee for violation of this policy, up to and including termination and referral for prosecution.[4][6]

Within ten (10) days after receiving notice of the conviction of an employee, the school shall notify any federal agency or department that is the grantor of funds to the school.[4]

The school shall take appropriate personnel action within thirty (30) days of receiving notice against any convicted employee, up to and including termination, or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.[4][6]

In establishing a drug-free awareness program, the Administrative Director shall inform employees about:[4]

1. Dangers of drug abuse in the workplace.
  2. Joint Operating Committee's policy of maintaining a drug-free workplace.
  3. Availability of drug counseling, drug rehabilitation, and employee assistance programs.
  4. Penalties that may be imposed for drug abuse violations occurring in the workplace.
- The school shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy.[4]

### Guidelines

The Administrative Director or designee shall immediately report incidents involving the possession, use or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act by any employee while on school property, at any school-sponsored activity or on a conveyance providing transportation to or from the school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Joint Operating Committee policies.[7][8][9][10][11][12]

In accordance with state law, the Administrative Director shall annually, by July 31, report all incidents of possession, use or sale of controlled substances or drug paraphernalia to the Office for Safe Schools on the required form.[8][12]

Copies of this policy shall be provided to each employee at the time of their employment.



Legal

1. 35 P.S. 780-101 et seq
2. 41 U.S.C. 8101
3. 24 P.S. 111
4. 41 U.S.C. 8103
5. 24 P.S. 527
6. 41 U.S.C. 8104
7. 24 P.S. 1302.1-A
8. 24 P.S. 1303-A
9. 22 PA Code 10.2
10. 22 PA Code 10.21
11. 35 P.S. 780-102
12. Pol. 805.1
- 41 U.S.C. 8101 et seq
- Pol. 317



**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: 4/29/22 Date of Trip: 6/6/22 Instructor making request: David Ayres

Destination: Dorney Park

Destination address: Allentown, PA

Destination Telephone # and Contact Person: \_\_\_\_\_

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

Several Staff Members  Yes  No Session:  A.M.  P.M.  Both

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

\_\_\_\_\_  Yes  No Leave 9:30 AM Return 8:15 PM

Transportation:  School Van  School Bus  Chartered Bus  Airline

Describe how students are selected for participation:

No more than 14 days out, no major discipline and maintain a "C" average.

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

SkillsUSA District Activity  
 Student-funded activity

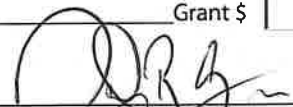
Source of Funding:

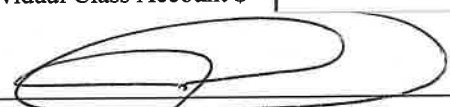
Budgeted General Funds \$           

Youth Club Fund Raising \$           

Grant \$           

Individual Class Account \$           

  
 Instructor's Signature

  
 Supervisor's Signature

  
 Director's Signature

5-4-22  
 J.O.C. Approval Date

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

Bus: Supina Date Ordered: 5-3-22

Contact Person: Hina Salasano Cost: \$4300.00

# Master Lease Agreement Agreement # 450-0024376

## AFS Education Finance

<b>LESSOR: APPLE INC.</b> <b>5000 RIVERSIDE DRIVE, SUITE 300 E</b> <b>IRVING, TX 75039-4314</b>	<b>LESSEE: CENTRAL MONTCO TECHNICAL HIGH SCHOOL</b> <b>821 PLYMOUTH RD</b> <b>PLYMOUTH MEETING, PA 19462</b>
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We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The word "Agreement" means this master lease agreement. The word "Schedule" means any lease schedule under this Agreement which has been signed by you and accepted by us. The word "Lease" means this Agreement and a Schedule. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named above. Other capitalized terms not otherwise defined in this Agreement are described in the Schedule.

### TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Agreement, you agree to lease from us the Equipment described in each Schedule when we accept the Schedule at our office in Michigan. **ONCE WE ACCEPT THE SCHEDULE, YOU MAY NOT CANCEL IT DURING THE FULL LEASE TERM.** Each Schedule will incorporate the terms of this Agreement and will constitute a separate Lease. You agree to be bound by all the terms of the Lease.

2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing the Schedule you assign your rights, but none of your obligations under it, to us.

3. **RENT.** You agree to pay us Rent (plus applicable taxes) in the amount and frequency stated on each Schedule. If your Rent payments are due in Advance, your first Rent payment is due on the date you accept the Equipment under the Schedule. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You will pay us any required Advance Rent or Security Deposit when you sign each Schedule. Security Deposits or Advance Rents may be commingled and do not earn interest. Provided you are not in default, we may apply your Security Deposit to the last Rent payment or to your purchase option or we may refund the Security Deposit to you when the Lease Term expires and the Equipment is returned in accordance with Section 16. If we collect more than one payment as Advance Rent, we may apply such Advance Rent to the last Rent payment. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of the Schedule. Restrictive endorsements on checks you send to us will not reduce your obligations to us. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.

4. **UNCONDITIONAL OBLIGATION.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER EACH SCHEDULE FOR ANY REASON WHATSOEVER.

5. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THE LEASE. YOU AGREE THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. EXCEPT AS PROVIDED IN OUR WRITTEN PRODUCT WARRANTIES, WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware that we are the Equipment manufacturer and you will contact us for a description of your warranty rights. You agree to settle any dispute you may have regarding performance of the Equipment directly with us and not make any claim against any new owner described in Section 19. You agree to continue to pay such new owner all Rent and other payments even if you have a dispute with us regarding the Equipment.

6. **TITLE AND SECURITY INTEREST** If the Purchase Option amount stated on the Schedule is \$1.00 (a "Dollar Purchase Option"), you shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as you are not in default under the Lease. In the event of a default, title to the equipment shall revert to us free and clear of any rights or interests you may have in the Equipment. If the Purchase Option amount stated on the Schedule is other than \$1.00 (a "Stated Purchase Option"), the Equipment is and shall remain our sole property during the Lease Term. Unless you are in default under the Lease, you shall have the right to peacefully possess and use the Equipment during the Lease Term. To secure all of your obligations to us under the Lease you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement or any Schedule is changed in any way. You hereby appoint us (or our agent) as your true lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interest. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such.

7. **USE, MAINTENANCE AND REPAIR.** You will not move the Equipment from the Equipment Location without our advance written consent. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

8. **TAXES.** You agree that you will pay us, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to each Lease and the Equipment (excluding taxes based on our net income). If the Lease includes a Dollar Purchase Option, you agree to file any required personal property tax returns and, if we ask, you will provide us with proof of payment. We do not have to contest any tax assessments. For Leases with a Stated Purchase Option, (a) you will, at our discretion, either (1) reimburse us annually for all personal property taxes which we may be required to pay as the owner of the Equipment, or (2) remit to us each month our estimate of the monthly equivalent of the annual personal property taxes to be assessed, (b) you agree to pay us for the loss of any income tax benefits caused by your actions, and (c) should an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affect our after-tax earnings or cash flows, you agree that we may increase the Rent and other amounts due under each Lease to offset any such adverse effect.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) AND ANY SCHEDULES SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF A LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF EACH LEASE. EACH LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT, ANY SCHEDULES AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTILL WE EXECUTE THIS AGREEMENT. THIS AGREEMENT AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OAKLAND COUNTY, MICHIGAN.

ACCEPTED BY:

LESSOR: **APPLE INC**

SIGNATURE:

PRINT NAME:

TITLE:

DATE: 10/21/2020

DocuSigned by:  
  
 Lisa Raines  
 authorized signer

PROPOSED BY:

LESSEE: **CENTRAL MONTCO TECHNICAL HIGH SCHOOL**

SIGNATURE:

PRINT NAME:

TITLE:

DATE: 9/8/2020

DocuSigned by:  
  
 Lawrence Byron  
 Facilities and Technology Supervisor

FED TAX ID#: 23-1695809

**9. INDEMNITY.** We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Lease has expired for acts or omissions which occurred during the Lease Term.

**10. IDENTIFICATION.** You authorize us to insert or correct missing information on the Lease, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

**11. LOSS OR DAMAGE.** You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until it is returned to us. If any item of Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If you have satisfied your obligations under this Section 11, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 14 of this Agreement.

**12. INSURANCE.** You agree to (a) keep the Equipment fully insured against loss, naming us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under the Lease. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 15 days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense. You will pay all insurance premiums and related charges.

**13. DEFAULT.** You will be in default under this Agreement if any of the following happens: (a) we do not receive any Rent or other payment due hereunder within 10 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Agreement shall prove to have been false or misleading in any material respect, or (f) you or any of your guarantors break any promise made in this Agreement or any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other agreement between you and us (or our affiliates).

**14. REMEDIES.** Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under the Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, plus (iii) the Purchase Option amount, if stated, or if no fixed Purchase Option amount is given, our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term, all discounted at the higher of 6% or the lowest rate allowed by law (collectively, the "Net Book Value"). We have the right to require you to make the Equipment available to us for repossession during reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree that we have no obligation to sell the Equipment, if we do sell the Equipment, we will reduce the Net Book Value by the amounts we receive. You will immediately pay us the remaining Net Book Value. If the Lease includes a Dollar Purchase Option and we receive more than the Net Book Value plus our costs of sale, we will give you the excess. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default.

**15. YOUR OPTIONS AT END OF LEASE.** Provided you are not in default, upon expiration of a Lease with a Dollar Purchase Option, you shall purchase the Equipment at the end of the Lease Term for such amount and we will release any security interest we may have in the Equipment. Provided you are not in default, upon expiration of a Lease with a Stated Purchase Option, you shall have the option to (a) return the Equipment in accordance with Section 16, or (b) on 60 days advance written notice to us, purchase all but not less than all of the Equipment for the Purchase Option amount, if stated, or if no fixed Purchase Option amount is given, our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term. If the Purchase Option is stated as a percentage, the Purchase Option amount shall be the product of such percentage multiplied by the Equipment Cost (as such term is defined in Section 21). If you elect to purchase the Equipment, upon payment of the agreed upon price including all sales taxes and other applicable taxes, we will transfer the Equipment to you AS IS-WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY. If you fail to exercise the purchase option (a) you will continue to pay Rent until the Equipment is received and accepted by us pursuant to Section 16, and (b) all of the terms of the Lease shall continue to apply.

**16. RETURN OF EQUIPMENT.** If (a) a default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, you will immediately return the Equipment to any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Rent until the Equipment is received and accepted by us.

**17. YOUR REPRESENTATIONS.** You state for our benefit that as of the date of each Lease (a) you have the lawful power and authority to enter into the Lease, (b) the individuals signing this Agreement and the Schedule have been duly authorized to do so on your behalf, (c) by entering into the Lease you will not violate any law or other agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under the Lease, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.

**18. YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of each Lease (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under the Lease.

**19. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** You will not attach any of the Equipment to any real estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may have in the Equipment. We may, without notifying you, sell, assign, or transfer any Lease and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. However, any such assignment, sale, or transfer of the Lease or the Equipment will not relieve us of any obligations we may have to you under the Lease. If you are given notice of a new owner of a Lease, you agree to respond to any requests about the Lease and, if directed by us, to pay the new owner all Rent and other amounts due under the Lease.

**20. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by the Lease, and our expenses will be in addition to the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of the Lease, you agree to pay a fee for such privilege.

**21. AGREED LEASE RATE FACTOR.** You understand that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing the Lease, you acknowledge that you have chosen to lease the Equipment from us for the Lease Term and that you have agreed to pay Rent. If the Lease provides for a Dollar Purchase Option, each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. The Equipment Cost is the Rent divided by the Lease Rate Factor. The lease charge portion of the Rent can be determined by applying to the Equipment Cost the rate which will amortize the Equipment Cost down to the Purchase Option amount (which may be a fixed amount or a percentage of the Equipment Cost) by payment of the Rent. The lease charge rate can also be calculated using the Equipment Cost as the present value, the Purchase Option amount as the future value, the Rent as the payment and the Lease Term as the term. The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs, expenses and fees incurred by us. We both intend to comply with all applicable laws. If it is determined that your payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will we charge or receive or will you pay any amounts in excess of the legal amount.

**22. MISCELLANEOUS.** The Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. TIME IS OF THE ESSENCE IN THE LEASE. If a court finds any provision of this Agreement or any Schedule to be unenforceable, the remaining terms of the Lease shall remain in effect. EACH LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of \$43.25 to cover our documentation and investigation costs.

**23. NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement, or by facsimile transmission to our facsimile telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

**24. WAIVERS. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL.** To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to

your rights to: (a) cancel or repudiate this Agreement; (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages, which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of any Lease or for any losses, damages, delay or failure to deliver Equipment.

Master Lease Agreement # 450-0024376

Signer's initials LB

**ADDENDUM TO MASTER LEASE AGREEMENT NO. 450-0024376**

**THIS ADDENDUM TO MASTER LEASE AGREEMENT** is dated as of August 28, 2020 and is by and between **CENTRAL MONTCO TECHNICAL HIGH SCHOOL**, as Lessee, and **APPLE INC.**, as Lessor.

**BACKGROUND**

- A. By that certain Master Lease Agreement No. 450-0024376, by and between Lessor and Lessee (the "**Master Lease**"), Lessor agreed to lease to Lessee certain personal property, upon and subject to the terms and conditions set forth in the Master Lease and Schedules entered into thereunder.
- B. Lessor and Lessee desire to amend the terms and conditions of the Master Lease upon and subject to the terms and conditions of this Addendum.
- C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Master Lease.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. **USE, MAINTENANCE AND REPAIR.** The first and second sentences of Section 7 are hereby amended to read as follows:  

"You will not move the Equipment from the Equipment Location without our advance written consent; provided that we acknowledge that the Equipment will be issued to students and necessarily removed from the Equipment Location at any time and from time to time. Upon reasonable prior notice, you will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance."
2. **IDENTIFICATION.** The following sentence is hereby deleted from Section 10:  

"You authorize us to insert or correct missing information on the Lease, including your official name, serial numbers and any other information describing the Equipment."
3. **DEFAULT.** Subpart (f) of the first sentence of Section 13 is hereby amended to include the phrase "except that, so long as you are proceeding diligently, we will agree to extend such 10 day period for an additional thirty days" at the end of such subpart.
4. **REMEDIES.** The third sentence of Section 14 is hereby amended to read as follows:  

"To the extent permitted by applicable law, you waive any claims against us for damages, for trespass or for any other reason."
5. **RETURN OF EQUIPMENT.** In the first sentence of Section 16, the word "immediately" is hereby amended to read "promptly."
6. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** The third sentence of Section 20 is hereby amended to read as follows:  

"To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 12% per annum or the highest legal rate from the due date until paid."
7. **Effective date.** This Addendum is executed to be effective the same day as the Lease, and is incorporated into and made a part of the Lease.
8. **Effect of Addendum.** All terms and conditions of the Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.



**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Addendum as of the date first set forth above.

**APPLE INC.**

By: DocuSigned by: Lisa Raines  
0F0B61ADAB9B4D3...

Title: authorized signer

**CENTRAL MONTCO TECHNICAL HIGH SCHOOL**

By: DocuSigned by: Lawrence Byron  
2EE9E70FAE7C4E4...

Title: Facilities and Technology Supervisor

**ADDENDUM TO MASTER LEASE AGREEMENT  
MLA # 450-0024376**

THIS ADDENDUM TO MASTER LEASE AGREEMENT, dated as of 9/8/2020, 20\_\_\_\_\_, is by and between **CENTRAL MONTCO TECHNICAL HIGH SCHOOL** as Lessee, and **APPLE INC.**, as Lessor.

**BACKGROUND**

A. By that certain Master Lease Agreement # **450-0024376** dated 9/8/2020, 20\_\_\_\_\_, by and between Lessor and Lessee (the "Master Lease"), Lessor agreed to lease to Lessee certain personal property, upon and subject to the terms and conditions set forth in the Master Lease and all Schedules executed, whether now or hereafter, thereunder.

B. Lessor and Lessee desire to amend the terms and conditions of the Master Lease upon and subject to the terms and conditions of this Addendum, but only for purposes of each Schedule executed on or after the effective date of this Addendum.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Master Lease.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

- 1. **Amendment to Master Lease.** The Master Lease is amended as follows:

The Miscellaneous Section is amended by adding the following language to the end of that Section:

"Notwithstanding anything to the contrary in this Master Lease, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of both parties using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence). Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party."

- 2. **Effective date.** This Addendum is executed to be effective the same day as the Master Lease, and is incorporated into and made a part of the Master Lease.

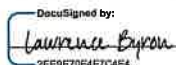
- 3. **Effect of Addendum.** All terms and conditions of the Master Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Addendum as of the date first set forth above.

**APPLE INC.**

By:   
Title: authorized signer

**CENTRAL MONTCO TECHNICAL HIGH SCHOOL**

By:   
Title: Facilities and Technology Supervisor



## Master Lease Agreement # 450-0024376 Lease Schedule # 000

**LESSOR: APPLE INC**  
**5000 RIVERSIDE DRIVE, SUITE 300 EAST**  
**IRVING, TX 75039-4314**

**LESSEE: CENTRAL MONTCO TECHNICAL HIGH SCHOOL**  
**821 PLYMOUTH RD**  
**PLYMOUTH MEETING, PA 19462**

### EQUIPMENT SCHEDULE

**Equipment Description**

Personal computers electronic devices, servers, and networking equipment with a value not to exceed **\$107,036.65** as such equipment is more particularly described in invoices presented to Apple Inc., as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.

**TRANSACTION TERMS:**

# OF RENTS: 36 @ \$3,138.45 (net of applicable taxes)  
 PAYABLE: Monthly in Advance 9/15/2020; 9/15/2021; 9/15/2022  
 LEASE TERM: 36 Months      LEASE RATE FACTOR: 0.02932

**TRANSACTION SUMMARY**

New Apple Equipment  
 Cost:                      \$                      107,036.65  
 Total Lease Amount: \$                      107,036.65

EQUIPMENT PURCHASE OPTION AT END OF LEASE TERM: \$1 Out Purchase Option

Equipment Location (if different from Lessee address above):

Lessee Contact/Telephone:

**THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS IN THE MASTER LEASE AGREEMENT IDENTIFIED ABOVE.**

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. THIS SCHEDULE INCORPORATES THE TERMS OF THE ABOVE IDENTIFIED MASTER LEASE AGREEMENT. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN SCHEDULE OR THE MASTER LEASE AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS SCHEDULE.**

ACCEPTED BY:

LESSOR: **APPLE INC**

PROPOSED BY:

LESSEE: **CENTRAL MONTCO TECHNICAL HIGH SCHOOL**

BY:   
DocuSigned by: Lisa Raines  
 PRINT NAME: Lisa Raines  
0F06E1ADAB894D2

BY:   
DocuSigned by: Lawrence Byron  
 PRINT NAME: Lawrence Byron  
2E8E70F4EYCL6V

TITLE: authorized signer

TITLE: Facilities and Technology Supervisor

DATE: 10/21/2020

DATE: 9/8/2020      FED TAX ID#: 23-1695809

**Apple Financial Services**  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314

**NOTICE OF LEASE/AGREEMENT MODIFICATION**

October 21, 2020

Central Montco Technical High School  
821 Plymouth Rd  
Plymouth Meeting, PA 19462

Re: Account No. 450-0024376-000 (the "Agreement")

Dear Customer,

Please be advised that pursuant to certain provisions of the above referenced Agreement, we have (1) inserted and/or corrected missing or incorrect information contained on the face of the Agreement, and/or (2) made modification to your scheduled payment as set forth in the Agreement due to a change in the equipment, or its cost, or a tax or payment adjustment ("Modification(s)"). For each item designated below, we replaced the identified item in its entirety with the information that follows:

**Payment Amount:** 36 payments of \$3,138.45

**Payment Frequency:** Monthly

Please review the above Modification(s). Please contact Customer Care at 800-633-3980 if you have any questions concerning the above Modification(s).

Sincerely,

**Apple Financial Services**

*Lisa Raines*

Lisa Raines  
Contracts Specialist

=====Loan Amortization=====

Date	Funding	Payment	Interest	Principal	Balance
10/15/2020	\$ 104,412.10				\$ 104,412.10
10/15/2020		\$ 3,138.45	\$ -	\$ 3,138.45	\$ 101,273.65
11/15/2020		\$ 3,138.45	\$ 464.20	\$ 2,674.25	\$ 98,599.40
12/15/2020		\$ 3,138.45	\$ 451.95	\$ 2,686.50	\$ 95,912.90
1/15/2021		\$ 3,138.45	\$ 439.63	\$ 2,698.82	\$ 93,214.08
2/15/2021		\$ 3,138.45	\$ 427.26	\$ 2,711.19	\$ 90,502.89
3/15/2021		\$ 3,138.45	\$ 414.83	\$ 2,723.62	\$ 87,779.27
4/15/2021		\$ 3,138.45	\$ 402.35	\$ 2,736.10	\$ 85,043.17
5/15/2021		\$ 3,138.45	\$ 389.81	\$ 2,748.64	\$ 82,294.53
6/15/2021		\$ 3,138.45	\$ 377.21	\$ 2,761.24	\$ 79,533.29
7/15/2021		\$ 3,138.45	\$ 364.56	\$ 2,773.89	\$ 76,759.40
8/15/2021		\$ 3,138.45	\$ 351.83	\$ 2,786.62	\$ 73,972.78
9/15/2021		\$ 3,138.45	\$ 339.07	\$ 2,799.38	\$ 71,173.40
10/15/2021		\$ 3,138.45	\$ 326.23	\$ 2,812.22	\$ 68,361.18
11/15/2021		\$ 3,138.45	\$ 313.35	\$ 2,825.10	\$ 65,536.08
12/15/2021		\$ 3,138.45	\$ 300.39	\$ 2,838.06	\$ 62,698.02
1/15/2022		\$ 3,138.45	\$ 287.39	\$ 2,851.06	\$ 59,846.96
2/15/2022		\$ 3,138.45	\$ 274.32	\$ 2,864.13	\$ 56,982.83
3/15/2022		\$ 3,138.45	\$ 261.19	\$ 2,877.26	\$ 54,105.57
4/15/2022		\$ 3,138.45	\$ 248.00	\$ 2,890.45	\$ 51,215.12
5/15/2022		\$ 3,138.45	\$ 234.75	\$ 2,903.70	\$ 48,311.42
6/15/2022		\$ 3,138.45	\$ 221.44	\$ 2,917.01	\$ 45,394.41
7/15/2022		\$ 3,138.45	\$ 208.07	\$ 2,930.38	\$ 42,464.03
8/15/2022		\$ 3,138.45	\$ 194.64	\$ 2,943.81	\$ 39,520.22
9/15/2022		\$ 3,138.45	\$ 181.15	\$ 2,957.30	\$ 36,562.92
10/15/2022		\$ 3,138.45	\$ 167.59	\$ 2,970.86	\$ 33,592.06
11/15/2022		\$ 3,138.45	\$ 153.98	\$ 2,984.47	\$ 30,607.59
12/15/2022		\$ 3,138.45	\$ 140.29	\$ 2,998.16	\$ 27,609.43
1/15/2023		\$ 3,138.45	\$ 126.55	\$ 3,011.90	\$ 24,597.53
2/15/2023		\$ 3,138.45	\$ 112.75	\$ 3,025.70	\$ 21,571.83
3/15/2023		\$ 3,138.45	\$ 98.88	\$ 3,039.57	\$ 18,532.26
4/15/2023		\$ 3,138.45	\$ 84.94	\$ 3,053.51	\$ 15,478.75
5/15/2023		\$ 3,138.45	\$ 70.95	\$ 3,067.50	\$ 12,411.25
6/15/2023		\$ 3,138.45	\$ 56.89	\$ 3,081.56	\$ 9,329.69
7/15/2023		\$ 3,138.45	\$ 42.77	\$ 3,095.68	\$ 6,234.01
8/15/2023		\$ 3,138.45	\$ 28.57	\$ 3,109.88	\$ 3,124.13
9/15/2023		\$ 3,138.45	\$ 14.32	\$ 3,124.13	\$ -
10/15/2023		\$ -	\$ -	\$ -	\$ -
	\$ 104,412.10	\$ 112,984.20	\$ 8,572.10	\$ 104,412.10	



Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800) 613-2228


**Master Sales & Services Agreement  
 Customer Information Face Page**

# MA21544

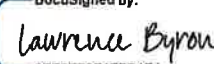
Salesperson: Kevin Kornuszko Order Date: 11/23/2021

**Customer ("you"):**

Company: CENTRAL MONTCO TECHNICAL HIGH SCHOOL			
Address: 821 PLYMOUTH RD			
City: PLYMOUTH MEETING		County: MONTGOMERY	
State: PA	Zip: 19462	Phone #: 610.277.2301	
Contact: LARRY BYRON		Fax #:	
Email: LBYRON@CMTHS.ORG			

Applicable Terms and Conditions	Customer Organizational Information
<p><b>TERMS AND CONDITIONS ARE AVAILABLE AT:  <a href="http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a></b></p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p></p>	<p>Federal Tax ID Number: _____</p> <p>Organization type: State or Local Government</p> <p>Address for Notices:                      Attn: LARRY BYRON                      Address: 821 PLYMOUTH RD                      Address 2:                      City: PLYMOUTH MEETING State: PA Zip: 19462                      Email: LBYRON@CMTHS.ORG</p>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

DocuSigned by:  
  
 2EE9E70F4E7C4E4...

Customer's Authorized Signature Lawrence Byron Sup. of Tech., Faci., Sp Proj. 11/23/2021 11:51 AM P  
 Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

**Lease Schedule ("Schedule") - Itemized (SER-700)**

**Customer:** CENTRAL MONTCO TECHNICAL HIGH SCHOOL  
**Agreement #:** MA21544  
**CFS App #:** 1856302  
**Salesperson:** Kevin Kornuszko  
**Transaction #:** S1169283  
**Order Date:** 11/23/21

Billing Information		Payment Information		Equipment Maintenance Information	
Company: CENTRAL MONTCO TECHNICAL HIGH SCHOOL	Customer Account: 1105622	Listed Items	Lease Term	# of Lease Payments	Maintenance included, except as indicated excluded
DBA:		60	Months	60	Maint Base charge invoiced Monthly by CFS
Address: 821 PLYMOUTH RD		Payment Summary* (*Plus Applicable Taxes)			Excess Per Image Charge invoiced Quarterly by CFS
City: PLYMOUTH MEETING	County: MONTGOMERY	Lease Payment	\$736.00	Invoiced by CFS	Per Unit Coverage Plan
State: PA	Zip: 19462	Total Maintenance		Invoiced by CFS	Other Transaction Details
Contact: LARRY BYRON	Phone #: 610.277.2301	Base Charge	\$100.00		Lease Payment shall be invoiced Monthly
Email: LBYRON@CMTHS.ORG	Fax #:	# of Payments in Advance	0	Due at Signing	Purchase Option: Fair Market Value
Covered Device - Rider A (Office Equip/Cut Sheet Production)	Maint Base Charge Section D	Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
	Included	B&W: 25,000		B&W: \$0.004000	

Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	Delivery Date: 11/29/21
4083C015	IRADVDX87051	1	Included	Included	Shipping: 821 PLYMOUTH RD	
0162C002	PAPER DECK UNIT-E1	1	Included	Included	Address 2:	
1261V589	SHI CHERRY SLIM KEYBOARD	1	Included	Included	City: PLYMOUTH MEETING	County: MONTGOMERY State: PA Zip: 19462
4024C001	UPRIGHT CONTROL PANEL-J1	1	Included	Included	Primary Customer Contact: LARRY BYRON	
0118C002	BOOKLET FINISHER-W1 PRO	1	Included	Included	Phone #: 610.277.2301	Email: LBYRON@CMTHS.ORG
5738B002	PUNCHER UNIT-BS1	1	Included	Included	Meter Contact:	
0166C007	SUPER G3 FAX BOARD-AS2	1	Included	Included	Phone #:	Email:
1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D	1	Included	Included	IT Contact: LARRY BYRON	
3792V679	IR ADV DX 8786/95/05 INSTALL PAK	1	Included	Included	Phone #: 610.277.2301	Email: LBYRON@CMTHS.ORG
2368V118	HIGH VOLUME CONNECTIVITY OVER 80PPM	1	Included	Included	Billing:	
					Address 2:	County:
					City:	State:
					Billing Contact:	Zip:
					Phone #:	Email:
					Elevator: No	Loading Dock: No
					# of Steps: 0	Hrs of Operation: 9-5
					Consumables: Toner, Staples Inclusive	Auto-Toner Fulfillment**
					Meter Method: imageWare Remote	
					For CSA USE ONLY:	
					Config: D   63059397	

**Additional Requirements:**

OC: COUNTY OF DUPAGE CONTRACT FLR-0251-18

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"), TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: Lawrence Byron  
 Printed Name: Lawrence Byron  
 Title: Sup. of Tech., Facilit., Sp Prgr  
 Date: 11/23/2021 | 11:51

**ACCEPTANCE CERTIFICATE**

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 For Internal Purposes Only: \_\_\_\_\_ Date: \_\_\_\_\_  
 CFS Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SER-700 Itemized Lease March 2020  
 \*\*Requires ImageWARE Remote

**Customer:** CENTRAL MONTCO TECHNICAL HIGH SCHOOL  
**Agreement #:** MA21544  
**Order Date:** 11/23/21  
**Salesperson:** Kevin Komuszko

Device Excluded from Maintenance		Maint Base Charge Section A-1		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3806V864	CONVENIENCE STAPLER-C1	6	Included	Included	<b>Shipping:</b> 821 PLYMOUTH RD <b>Address 2:</b> City: PLYMOUTH MEETING County: MONTGOMERY State: PA Zip: 19462 <b>Contact:</b> LARRY BYRON Ph #: 610.277.2301 Email: LBYRON@CMTHS.ORG <b>Mtr Contact:</b> Ph #: Email: IT Contact: LARRY BYRON Ph #: 610.277.2301 Email: LBYRON@CMTHS.ORG <b>Billing:</b> Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
				<b>For CSA USE ONLY:</b> Config: A - 1   63053994			

Device Excluded from Maintenance		Maint Base Charge Section B-1		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
3128V681	UNIFLOW ONLINE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYS	1	Included	Included	<b>Shipping:</b> 821 PLYMOUTH RD <b>Address 2:</b> City: PLYMOUTH MEETING County: MONTGOMERY State: PA Zip: 19462 <b>Contact:</b> LARRY BYRON Ph #: 610.277.2301 Email: LBYRON@CMTHS.ORG <b>Mtr Contact:</b> Ph #: Email: IT Contact: LARRY BYRON Ph #: 610.277.2301 Email: LBYRON@CMTHS.ORG <b>Billing:</b> Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5		
				<b>For CSA USE ONLY:</b> Config: B - 1   63053995			



(SER-701)

**Customer:** CENTRAL MONTCO TECHNICAL HIGH SCHOOL **Agreement #:** MA21544 **Order Date:** 11/23/21 **Salesperson:** Kevin Komuszko

Device Excluded from Maintenance		Maint Base Charge Section C-1		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)	
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information		
1398V767	SUBSCRIPTION SUPPORT SERVICES 25 UNIT BLOCK	1	Included	Included	<b>Shipping:</b> 821 PLYMOUTH RD <b>Address 2:</b> City: PLYMOUTH MEETING      County: MONTGOMERY      State: PA      Zip: 19462 Contact: LARRY BYRON      Ph #: 610.277.2301      Email: LBYRON@CMTHS.ORG Mtr Contact:      Ph #:      Email: IT Contact: LARRY BYRON      Ph #: 610.277.2301      Email: LBYRON@CMTHS.ORG <b>Billing:</b> Address 2: City:      County:      State:      Zip: Contact:      Ph #:      Email: Elevator: No      Loading Dock: No      # of Steps: 0      Hrs of Operation: 9-5		
				<b>For CSA USE ONLY:</b> Config: C - 1   63053996			

Maint Base Charge Section		Covered Images Included in Maint Base Charge		Excess Per Image Charge(s)		
Item Code	Listed Items Description	Qty	Unit Pmt	Total	Ship To & Maintenance Billing Information	
					<b>Shipping:</b> Delivery Date: Address 2:      State:      Zip: City:      County:      Email: Contact:      Ph #:      Email: Mtr Contact:      Ph #:      Email: IT Contact:      Ph #:      Email: <b>Billing:</b> Address 2:      County:      State:      Zip: City:      Ph #:      Email: Contact:      Ph #:      Email: Elevator:      Loading Dock:      # of Steps:      Hrs of Operation:	
				<b>For CSA USE ONLY:</b>		



Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

Return Schedule, Rider B of Agreement

Customer: CENTRAL MONTCO TECHNICAL HIGH SCH Salesperson: Kevin Kornuszko

Agreement #: MA21544 Transaction #: S1169283

Order date: 11/23/21

<b>Customer ("You")</b>	Customer Account: 1105622	<b>Service Requested:</b>	
<b>Company:</b> CENTRAL MONTCO TECHNICAL HIGH SCHOOL		Return	
<b>Address:</b> 821 PLYMOUTH RD		<b>Lease Information (if applicable)</b>	
<b>City:</b> PLYMOUTH MEETING	<b>County:</b> MONTGOMERY	<b>Leasing company name</b>	<b>Lease Number</b>
<b>State:</b> PA <b>Zip:</b> 19462	<b>Phone:</b> 610.277.2301	CFS	001-0315344-005
<b>Contact name:</b> LARRY BYRON			
<b>Email:</b> LBYRON@CMTHS.ORG			
<b>Alternate Contact:</b>			
<b>Alternate Phone:</b>			

If "Buyout Reimbursement" is selected above, the following **MUST** be completed:

\$ \_\_\_\_\_ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

**Payable to:** \_\_\_\_\_ **Reason for check issuance:** \_\_\_\_\_

If transaction includes a Lease Upgrade or Buyout the following **MUST** be completed:

**Select one:**

- Not Applicable: No Equipment pick up required
- CSA will pick up the Equipment
  - Return Equipment to CFS
  - Return Equipment to CSA Original Order Date \_\_\_\_\_
- You will return Equipment to leasing company according to the terms and conditions of your lease agreement
- You will retain the equipment.
  - Will retained equipment remain under a CSA Maintenance Agreement?
    - No
    - Yes: SELECT ONE: under an Existing Contract  Or New Contract

**Trade in Equipment Condition:**

**Equipment for Trade-In, Upgrade, or Return**

If transaction includes a Lease return the following **MUST** be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTR	0192C002	IRADV8505I	SWA04118	821 PLYMOUTH RD &nbsp;  PLYMOUTH MEETING, PA 19462			

**Pick Up /Return Information:**

- Same Date as Delivery of Listed Items Specified on the Agreement
- Other Specified Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (but no longer than 30 days after delivery of Listed Items under Agreement)

**Contact Name:** LARRY BYRON **Phone:** 610.277.2301 **Email:** LBYRON@CMTHS.ORG

**Hours of Operation:** 9-5 **Number of Steps:** 0 **Elevator:** No **Loading Dock:** No

**Special Instructions:**

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature    
 Printed Name Lawrence Byron Title Sup. of Tech., Facil., Sp Proj. Date 11/23/2021 | 11:51 AM PST





Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

Return Schedule, Rider B of Agreement

Customer: CENTRAL MONTCO TECHNICAL HIGH SCH

Salesperson: Kevin Kornuszko

Agreement #: MA21544

Transaction #: S1169283

Order date: 11/23/21

<b>Customer ("You")</b>	Customer Account: 1105622	<b>Service Requested:</b>	
<b>Company:</b> CENTRAL MONTCO TECHNICAL HIGH SCHOOL		Upgrade	
<b>Address:</b> 821 PLYMOUTH RD		<b>Lease Information (if applicable)</b>	
<b>City:</b> PLYMOUTH MEETING	<b>County:</b> MONTGOMERY	<b>Leasing company name</b>	<b>Lease Number</b>
<b>State:</b> PA	<b>Zip:</b> 19462	CFS	001-0315344-005
<b>Phone:</b> 610.277.2301			
<b>Contact name:</b> LARRY BYRON			
<b>Email:</b> LBYRON@CMTHS.ORG			
<b>Alternate Contact:</b>			
<b>Alternate Phone:</b>			

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ \_\_\_\_\_ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: \_\_\_\_\_ Reason for check issuance: \_\_\_\_\_

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

Select  Not Applicable: No Equipment pick up required

one:  CSA will pick up the Equipment

Return Equipment to CFS

Return Equipment to CSA Original Order Date \_\_\_\_\_

You will return Equipment to leasing company according to the terms and conditions of your lease agreement

You will retain the equipment.

Will retained equipment remain under a CSA Maintenance Agreement?

No

Yes: SELECT ONE: under an Existing Contract  Or New Contract

**Trade in Equipment Condition:**

**Equipment for Trade-In, Upgrade, or Return**

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
UGTK	80328003	IRADV4225	RKF09877	821 PLYMOUTH RD &nbsp;   PLYMOUTH MEETING, PA 19462			

**Pick Up /Return Information:**

Same Date as Delivery of Listed Items Specified on the Agreement

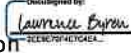
Other Specified Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (but no longer than 30 days after delivery of Listed Items under Agreement)

**Contact Name:** LARRY BYRON      **Phone:** 610.277.2301      **Email:** LBYRON@CMTHS.ORG

**Hours of Operation:** 9-5      **Number of Steps:** 0      **Elevator:** No      **Loading Dock:** No

**Special Instructions:**

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature  \_\_\_\_\_  
 Printed Name Lawrence Byron Title Sup. of Tech., Facil., Sp Proj. Date 11/23/2021 | 11:51 AM PST



**Subscription Support Services (SLS-910)  
Subscription Schedule ("Schedule"), Rider D of Agreement**

Canon Solutions America, Inc. ("CSA")  
One Canon Park, Melville, NY 11747  
(800)-613-2228

**Customer:** CENTRAL MONTCO TECHNICAL HIGH SCH  
**Agreement #:** MA21544

**Salesperson:** Kevin Kornuszko  
**Transaction #:** S1169283  
**Order date:** 11/23/21

<b>Customer ("You")</b>	Customer Account: 1105622
<b>Company:</b> CENTRAL MONTCO TECHNICAL HIGH SCHOOL	
<b>Address:</b> 821 PLYMOUTH RD	
<b>City:</b> PLYMOUTH MEETING	<b>State:</b> PA <b>Zip:</b> 19462
<b>Contact:</b> LARRY BYRON	<b>Phone:</b> 610.277.2301
<b>Email:</b> LBYRON@CMTHS.ORG	<b>Alternate Contact:</b> LARRY BYRON
	<b>Alternate Email:</b> LBYRON@CMTHS.ORG
	<b>Alternate Phone:</b> 610.277.2301

**Subscription Support Services**

**Schedule Term:**  Months **OR**  Lease term     Customer P.O. Reference on invoice: \_\_\_\_\_

**Payment terms:**  Net 30     Bill with my CFS Lease Payment     Credit Card (Requires secure credit card authorization form.)

Ordered Qty	Item Code	Description	Price	Extended Price
1	1396V767	SUBSCRIPTION SUPPORT SERVICES 25 UNIT BLOCK	Included	Included

<b>Total</b>	
<b>Sales Tax</b>	
<b>Total Due</b>	

Resource Level	Units / hour	Min Hrs/Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Mgmt or Software Development Specialist	4	4
Local Systems Analyst or Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

\*1 Subject to Course minimum requirements, if applicable

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature: Digitally signed by Lawrence Byron

Printed Name: **Lawrence Byron**      Title: **Sup. of Tech., Facil., Sp Proj.**    Date: **11/23/2021 | 11:51 AM PST**



Canon Solutions America, Inc. ("CSA")  
 One Canon Park, Melville, NY 11747  
 (800)-613-2228

**Software and Cloud Subscriptions Order Schedule ("Schedule") (SLS-915)**  
**Order Schedule, Rider C of Agreement**

**Customer:** CENTRAL MONTCO TECHNICAL HIGH SCHOOL  
**Agreement #:** MA21544  
**Transaction #:** S1169283  
**Salesperson:** Kevin Kornuszko  
**Order Date:** 11/23/21

<b>Billing Information</b>		<b>Payment Terms</b>	
Customer Account: 1105622		Payment Included With CFS Lease	
Company: CENTRAL MONTCO TECHNICAL HIGH SCHOOL		Lease Payment Shall Be Invoiced Monthly	
DBA:		Total # Lease Payments: 60	
Address: 821 PLYMOUTH RD			
Address 2:			
<b>City:</b> PLYMOUTH MEETING		<b>Subscription Details</b>	
<b>County:</b> MONTGOMERY		New Subscription	
<b>State:</b> PA		SN/Tenant ID: 3575B792	
<b>Zip:</b> 19462		Term: 60 Months	
<b>Tech Contact:</b> LARRY BYRON		Auto Renewal	
<b>Tech Phone:</b> 610.277.2301			
<b>Tech Email:</b> LBYRON@CMTHS.ORG			

Software and Software Subscription Licensing and Support (Subject to Rider C of the Agreement)						
Item Code	Subscription Name	Qty	Price Per Qty	Periodic Payment	# of Covered Units	Units
3575B818	UNIFLOW ONE IMAGE PROCESSING-TYPE 1 - 1 DEVICE/1 MONTH (1-9)	1	Included in Lease	Included in Lease	1	DEVICE/Month
3575B792	UNIFLOW ONE PRINT & SCAN-TYPE 1 - 1 DEVICE/1 MONTH (1-9)	1	Included in Lease	Included in Lease	1	DEVICE/Month

<b>Software Subscription Subtotal</b>	N/A
<b>Sales tax</b>	
<b>Software Subscription Total</b>	N/A
<b>Total Periodic Payment</b>	Included in Lease

THIS ORDER SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT [ESS.CSA.CANON.COM/CUSTOMER\\_DOCUMENTS](http://ESS.CSA.CANON.COM/CUSTOMER_DOCUMENTS), AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER SCHEDULE.

Customer's Authorized Signature  
 Lawrence Byron  
 Printed Name: Lawrence Byron

*Lawrence Byron*

Title: Sup. of Tech., Facil., Sp Proj. Date: 11/23/2021 11:51 AM PST

**Certificate Of Completion**

Envelope Id: 442C01F56D0B4057858014E390D20117 Status: Completed  
 Subject: CENTRAL MONTCO TECHNICAL HIGH SCHOOL – Please sign the following Sales Document (Quote ID: S01169283)  
 CSA\_SALES\_BRANCH: HORSHAM  
 Source Envelope:  
 Document Pages: 8 Signatures: 6 Envelope Originator:  
 Certificate Pages: 4 Initials: 1 CSA Sales Documents  
 AutoNav: Enabled 1 Canon Park  
 Envelope Stamping: Enabled Melville, NY 11747-3036  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada) CSASalesDocuments@csa.canon.com  
IP Address: 146.184.0.84

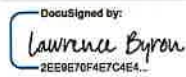
**Record Tracking**

Status: Original Holder: CSA Sales Documents Location: DocuSign  
 11/23/2021 11:11:36 AM CSASalesDocuments@csa.canon.com

**Signer Events**

Lawrence Byron  
 LBYRON@CMTHS.ORG  
 Security Level: Email, Account Authentication  
 (None)

**Signature**



Signature Adoption: Pre-selected Style  
 Using IP Address: 216.162.93.11

**Timestamp**

Sent: 11/23/2021 11:11:40 AM  
 Viewed: 11/23/2021 11:36:34 AM  
 Signed: 11/23/2021 11:51:46 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/23/2021 11:36:34 AM  
 ID: a9737f93-594a-4104-bf38-421e502b27a3

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	11/23/2021 11:11:40 AM
Certified Delivered	Security Checked	11/23/2021 11:36:34 AM
Signing Complete	Security Checked	11/23/2021 11:51:46 AM
Completed	Security Checked	11/23/2021 11:51:46 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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To contact us by email send messages to: [msinanian@csa.canon.com](mailto:msinanian@csa.canon.com)

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- ii. send us an e-mail to [msinanian@csa.canon.com](mailto:msinanian@csa.canon.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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