

#### JOINT OPERATING COMMITTEE MEETING

June 5, 2024 6:30 P.M.

#### **DIRECTOR'S REPORT**

ITEM 1: Recommend part-time summer employment for the following students at an hourly rate of \$15.00.

Noah Tunstall (11<sup>th</sup> grade, Building Trades, Colonial School District) Kevin Long (10<sup>th</sup> grade, Building Trades, Norristown Area School District) Gage Peiffer (12<sup>th</sup> grade, Networking, Colonial School District)

The administration recommends employing the individuals listed above to help with the extra work that must be accomplished over the summer.

ITEM 2: Recommend approval of summer teaching hours at \$30.00 per hour for the following staff members.

Mary Boccella Cosmetology Summer Camp Gerald Damon Networking Summer Camp

Nicholas Hughes Landscape, Design, & Construction Summer Camp

Colleen Kriebel Summer Camp Coordinator

Alexander Minnick Automotive Technology Summer Camp

Michael Smith Exercise & Sport Science

ITEM 3: Recommend approval of Mary Boccella's retirement as of July 11, 2024

(Attachment #1)

ITEM 4: Recommend approval of Monica Mason's resignation as of June 30, 2024.

(Attachment #2)

ITEM 5: Recommend approval of Melanie Wheeler's resignation as of June 13, 2024.

(Attachment #3)

ITEM 6: Recommend approval of release agreement with employee 10018.

ITEM 7: Recommend increase in salary for the following employee:

Lisa Baranek, Special Education Liaison E-13 to F-13

ITEM 8: Recommend attendance of Dana Johnson to the MCIU's Third Annual Facilities

Conference on May 15 to May 17, 2024, at Bear Creek Mountain Resort. Cost not

to exceed \$625.00 for registration, hotel, and meals. (Attachment #4)

ITEM 9: Recommend approval of Fox Rothschild LLP as Solicitor for the time of July 1, 2024, through June 30, 2025. (Attachment #5)

ITEM 10: Recommend approval of JKM Lawn Care, LLC for the time of May 31, 2024, to December 31, 2024. (Attachment #6)

ITEM 11: Recommend approval of the Central Montco Technical High School Administration and Office Staff 2024-2025 Holiday Calendar. (Attachment #7)

ITEM 12: Recommend approval of the first reading of the following policies: (Attachment #8)

Policy #906 NEW - Public Complaint Procedures

Policy #907 School Visitors

Policy #908 Relations With Parents/Guardians

Policy #910 Community Engagement Policy #911 New Media Relations

Policy #912 Relations With Educational Institutions

ITEM 13: Recommend attendance of Teacher Academy students to attend the Educators Rising Conference. (Attachment #9)

Event: Educators Rising Conference
Date: June 28, 2024, to July 1, 2024
Location: Marriot Marquis, Washington DC

Cost: No cost to the students

ITEM 14: Recommend approval of the Professional Negotiations Agreement for July 1, 2024, to June 30, 2028. (Attached #10)

ITEM 15: Recommend approval of the Support Staff Agreement for July 1, 2024, to June 30, 2027. (Attached #11)

NOTE: The following should read into the June Minutes. To adopt the 2024-2025 Central Montco Technical High School Operating Budget as a result of the approval to date by two member districts and a combined vote count of 25. (Attachment #12)

Colonial School District

Norristown Area School District

Unanimous (9-0)

Unanimous (8-0)

Upper Merion Area School District

Unanimous (8-0)

DR. ANGELA KING EXECUTIVE DIRECTOR 5-23-24

Dear Dr. King,

I would like to let you know that I will be retiring at the conclusion of the Cosmetology summer camp on 7-11-2024.

Thank you,

Mary Boccella

June 3, 2024

I am writing to formally resign from my position as Communications Coordinator at Central Montco Technical High School: effective June 30th,2024.

I understand and accept the circumstances that have led to this outcome. I will do my best to ensure a smooth transition, please let me know the next steps and how

Thank You, for the opportunity to contribute to Central Montco Technical High School. I wish the school continued success in the future.

Sincerely, Monica Mason Melanie Wheeler 1647 Locust Street Norristown, PA. 19401

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

June 4, 2024

Dear Dr. Angela King,

I am writing to tender my resignation from my position as a Culinary Arts Instructor, effective Saturday, June 30, 2024 from Central Montco Technical High School. My last official day to fulfill my obligation as an instructor in the 2023-2024 calendar year will be Thursday, June 13, 2024. After much consideration, I have decided to pursue a new chapter in my life.

I want to express my gratitude for the opportunity to enrich the lives of students over the past 17 years, it has been an incredibly rewarding experience that I will always cherish.

Sincerely,

Melanie Wheeler

cc: James Brunken



## Professional Improvement Conference/Workshop Request Form

	onference/Workshop MCIU 3RD Annual Facilities Director's Conference					
Place and I	Date of Conference/Workshop May 15-17, 2024, Bear Creek Resort					
Program/ Purpose:	To attend and acquire best practice strategies while collaborating with other Facilities Directors.					
Attendees	Dana Johnson					
Cost not to	exceed:					
Regis	tration:					
Lodg	ing:					
Trans	portation:					
Meal	s:					
Othe	r (Describe):					
Tota	Not to exceed \$625					
ource of Fu						
	Grant: Amount: \$					
Submitted b	y: Dohnsen.					
Supervisor's	Approval:					
Director's Ap	oproval:					
014						

## **3RD ANNUAL FACILITIES DIRECTORS' CONFERENCE**

SPRING WORKSHOP AGENDA MAY 15 - 17, 2024

PLEASE REGISTER BY APRIL 12, 2024: WWW.MCIU.ORG/FDC



## DAY ONE: WEDNESDAY, MAY 15TH

9:00 - 10:15 AM **REGISTRATION & BREAKFAST** 10:30 - 11:30 AM **BEST PRACTICES** Conexus 11:40 - 12:55 PM WHAT EDUCATIONAL LEADERS SHOULD KNOW ABOUT CONSTRUCTION PROCUREMENT

**PROGRAMS** Alyssa Wingenfield & Brett Daniels

McClure Company **George Fiore** 

**Executive Director of Chester County** 

Intermediate Unit

1:00 - 2:00 PM LUNCH

TBD 2:10 - 3:15 PM Berkshire

**TRADESHOW** 3:30 - 5:30 PM

**DINNER & KEYNOTE: THE VITAL ROLE** 6:15 - 8:00 PM **OF FACILITIES LEADERS IN K-12** 

> **SCHOOL OPERATIONS** Dr. Regina Speaker

MCIU

8:15 - 10:30 PM AFTER DINNER RECEPTION/CIGAR NIGHT

## DAY TWO: THURSDAY, MAY 16TH

8:30 - 9:20 AM **BREAKFAST** 

9:30 - 11:30 AM **DEALING WITH STRESS AND DEMANDS OF LEADERSHIP** 

Dr. Victoria Stone

11:30 - 11:45 AM **BREAK** 

	TOGETHER Beth Sanborn & Carli Ducko
1:10 - 2:10 PM	LUNCH
2:15 - 3:30 PM	CO-STARS PROCESS AND PROCEDURE Eugene Mizdail
3:40 - 4:30 PM	WE MAKE YOUR BUILDING A BETTER PLACE HT Lyons

**FACILITIES AND SRO'S, BUILDING** 

A SAFER ENVIRONMENT

4:30 - 6:30 PM **TRADESHOW** 

6:45 - 8:00 PM DINNER

8:00 - 8:50 AM

11:50 - 1:05 PM

8:15 - 10:30 PM AFTER DINNER RECEPTION

### DAY THREE: FRIDAY, MAY 17TH

**BREAKFAST** 

9:00 - 10:30 AM **FACILITIES INSPECTIONS AND TESTING REQUIREMENTS** 

Barb Lippmann

SUMMER IAQ, PLANNING AND

**MOLD PREVENTION** 

Mike Bednar

10:30 - 10:45 AM **BREAK** 

10:45 - 12:30 PM **FACILITIES TOUR OF BEAR CREEK** 

12:45 - 2:00 PM **LUNCH AND CHAT** 

THANK YOU FOR ATTENDING THE 3RD ANNUAL FACILITIES DIRECTORS' CONFERENCE



980 Jolly Road, Suite 110
PO Box 3001
Blue Bell, PA 19422

610.397.6500 
⊕ 610.397.0450

WWW.FOXROTHSCHILD.COM

MARK W. FITZGERALD Direct No: 610.397.7981 Email: mfitzgerald@foxrothschild.com

May 29, 2024

VIA EMAIL 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 2024-2025

Dear Dr. King:

What follows is the standard fee letter of Fox Rothschild LLP in conjunction with Solicitor Services for the 2024-2025 school year. In the event the JOC approves of our reappointment, this letter will confirm that the Central Montco Technical High School ("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 the rates for the 2024-2025 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



Dr. Angela King, Executive Director May 29, 2024 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, 2024 through June 30, 2025. Client will be billed monthly on a fee arrangement based upon the appropriate designation of standard blended rate or specially negotiated rates as described below.

# ITEMS COVERED UNDER THE STANDARD BLENDED RATE OF \$210.00 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 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,

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



Dr. Angela King, Executive Director May 29, 2024 Page 3

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 \$250.00 per hour.
- 7. Collective bargaining where the Firm represents Client as its negotiator, as well as the handling of unfair labor practices, grievances, Title IX labor arbitrations, fact findings, non-binding and/or binding arbitrations, and personnel matters will be handled at a blended rate of \$250.00 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.

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



Dr. Angela King, Executive Director May 29, 2024 Page 4

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 Accounting 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, 2024 through June 30, 2025."

**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

ACCEPTED AND AGREED:

By: \_\_\_\_\_\_ Date: \_\_\_\_\_\_



#### Standard Terms of Engagement for Legal Services

#### Overview

Any defined term in the Engagement Letter ("Letter") shall have the same definition in the Standard Terms of Engagement ("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 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 to reflect then current levels of legal experiences, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement.

The Firm will issue regular Invoices that detail the fees and costs incurred in 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.

#### Third-Party Payor

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

#### **Conflicts of Interest**

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

#### Patent and Intellectual Property Matters

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

intellectual property rights, Client's comprehensive general liability or other liability insurance carrier may provide some reimbursement for the Invoices.

October 2023

#### **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.

#### Artificial Intelligence

The Firm believes that the appropriate and responsible use of artificial intelligence ("AI") technology enhances the legal services that we provide to our clients. We further believe that the use of AI technology may provide our clients with more accurate, cost-effective, and efficient legal solutions.

We may use AI technology tools provided by third parties that may be pre-trained and/or pre-trained with supplementary training by the Firm. We undertake efforts to ensure that bias that is contained in data used for supplementary training by the Firm is discovered and removed. Despite our efforts, just like information contained in academia and media sources published on the Internet, Wikipedia, and even case law, bias may remain undiscovered and affect the output from AI technology. The Firm is also acutely aware that output from AI technology is not a substitute for human judgment and legal expertise. Our attorneys will continue to provide legal advice and make final decisions on matters based on their experience, knowledge, and legal analysis, all as required pursuant to applicable ethical obligations. Although we may use AI technology to assist us in our work, it will not replace the professional judgment of our attorneys.

If you would like to discuss, encourage, limit, or prohibit the use of AI technology tools in matters for which the Firm provides you assistance, please let the Firm attorney handling the matters know.

October 2023

#### JKM LAWN CARE LLC

PO BOX 5034 Limerick, Pa 19468 US 484-686-6825 info@jkmlawncare.com www.jkmlawncare.com



## **Estimate**

#### **ADDRESS**

Central Montco Technical HS 821 Plymouth Rd Plymouth Meeting, PA 19462 **ESTIMATE #** 3166 **DATE** 05/31/2024 **EXPIRATION DATE** 12/31/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	WEEKLY LAWN MAINTENANCE			
	Lawn Maintenance	32	525.00	16,800.00T
	Scope of Work: Weekly lawn mowing, string trimming and blowing off paved surfaces			
				Subtotal: 16,800.00
	FERTILIZATION PROGRAM			
	Traditional Fertilization Program	3	1,155.00	3,465.00T
	Scope of Work: (3) Traditional Fertilizer treatments conducted in spring, summer & fall, utilizing a mix of liquid and granular products			
				Subtotal: 3,465.00
2024-2025 PRICING		SUBTOTAL TAX		20,265.00
		TOTAL		\$20,265.00



## Central Montco Technical High School

## 2024-2025 Holidays for Administration, Facilities and Office Staff

- o Thursday, July 4, 2024 Independence Day
- o Monday, September 2, 2024 Labor Day
- O Thursday, October 3, 2024 Rosh Hashanah
- o Friday, November 1, 2024 Diwali
- o Thursday, November 28, 2024 Thanksgiving
- o Friday, November 29, 2024
- o Wednesday, December 25, 2024 Christmas
- o Monday, January 1, 2025 New Year's Day
- o Monday, January 20, 2025 Martin Luther King's Birthday
- o Monday, February 17, 2025 President's Day
- o Friday, March 31, 2025 Eid Al Fitr
- o Friday, April 18, 2025 Good Friday
- o Monday, May 26, 2025 Memorial Day
- o Wednesday, June 19, 2025 Juneteenth

Book

Policy Manual

Section

900 Community

Title

Public Complaint Procedures

Code

906 - NEW

Status

From PSBA

#### **Purpose**

The Joint Operating Committee welcomes inquiries, suggestions, and constructive criticism from parents/guardians, residents or community groups of participating school districts regarding the school's programs, personnel, operations and facilities. The Joint Operating Committee adopts this policy to establish procedures for seeking appropriate resolution to complaints.

#### <u>Authority</u>

The Joint Operating Committee encourages parents/guardians, residents or community groups of participating school districts who have general complaints about Joint Operating Committee policy and school procedures, programs, personnel, operations and facilities to follow the general complaint procedure established in this policy.

The Joint Operating Committee directs parents/guardians, other individuals and organizations alleging violations of law in the school's administration of federally-funded programs to submit complaints in accordance with the separate federal program complaint procedure established in this policy.[1]

#### **Delegation of Responsibility**

The school shall annually notify parents/guardians, employees and the public of this policy and established complaint procedures via the school website, newsletters, posted notices and/or other efficient communication methods.

#### **Guidelines**

#### General Complaint Procedure

It is the intent of the Joint Operating Committee that complaints, concerns and suggestions be addressed and/or resolved at the lowest appropriate level.

At all levels of this procedure, school employees shall make a determination as to whether the complaint should proceed as outlined in this policy or if the complaint should be submitted through a specialized complaint process addressed in a separate Joint Operating Committee policy, school procedure or administrative regulation that is directly related to the nature of the complaint.

General complaints about Joint Operating Committee policy and school procedures, programs, personnel, operations and facilities shall begin with an informal, direct discussion between the complainant and school employee who is most directly involved.

The employee shall attempt to provide a reasonable explanation or take appropriate action within the employee's authority. The employee shall report the matter and the resolution to the building administrator or immediate supervisor.

5/20/24, 1:56 PM BoardDocs® PL

When an informal discussion fails to resolve the complaint, the following procedure shall be used.

**First Level** - If a satisfactory resolution is not achieved by discussion with the employee, the complainant shall submit a written complaint to the building administrator or designee and a conference shall be scheduled with the complainant. The written complaint shall include the contact information of the person or group filing the complaint, the specific nature of the complaint, a brief statement of relevant facts, how the complainant has been affected adversely, and the action requested. The building administrator or designee shall provide a written response to the complainant.

**Second Level** - If a satisfactory resolution is not achieved through a conference with the building administrator or designee, the complaint shall be referred to the Administrative Director or designee. The Administrative Director or designee shall review the complaint and may schedule a conference with the complainant. The Administrative Director or designee shall provide a written response to the complainant.

**Third Level** - If a satisfactory resolution is not achieved through referral to the Administrative Director or designee or if resolution of the complaint is beyond his/her authority and requires Joint Operating Committee action, the Administrative Director or designee shall refer the complaint to the Joint Operating Committee.

The Joint Operating Committee, after reviewing all information relative to the complaint, shall provide the complainant with its written response. The Joint Operating Committee may, at its discretion, grant a hearing before the Joint Operating Committee or a committee of the Joint Operating Committee. If a hearing is granted, the complainant shall be advised of the Joint Operating Committee's response, in writing, no more than thirty (30) days following the hearing.

Any requests, suggestions or complaints first directed to individual Joint Operating Committee members and/or the Joint Operating Committee shall be referred to the Administrative Director for consideration, investigation and action. If further action is warranted, based on the initial investigation, such action shall be in accordance with the procedures outlined above.

#### Complaint Procedure for Federal Programs

Complaints alleging violations of law in the school's administration of federally-funded programs shall be processed in accordance with the following procedure.[1]

The complainant shall submit a written, signed statement to the school's administration office that includes:

- 1. Contact information of the individual or organization filing the complaint.
- 2. Alleged federal program violation.
- 3. Facts supporting the alleged violation.
- 4. Supporting documentation, such as information on discussions, correspondence or meetings with school staff regarding the complaint.

School staff shall forward complaints to the school administrator responsible for federal programs, who will notify the Administrative Director and acknowledge receipt of the complaint in writing.

The school administrator responsible for federal programs shall conduct an independent investigation, which may include, but not be limited to:

- 1. On-site visit to the building that is the subject of the complaint.
- 2. Opportunity to present evidence by all individuals and/or organizations involved.
- 3. Opportunity for participants to ask questions of each other and witnesses.

When the investigation is completed, the school administrator responsible for federal programs shall prepare a written report with a recommendation for resolving the complaint. The report shall include:

- 1. Name of the individual or organization filing the complaint.
- 2. Nature of the complaint.
- 3. Summary of the investigation.
- 4. Recommended resolution.
- 5. Reasons for the recommended resolution.

The school administrator responsible for federal programs shall submit the written report to the Administrative Director, who will determine whether further investigation is required and/or the school's final response.

All individuals and/or organizations making the complaint or that are the subject of the complaint shall be notified of the resolution of the complaint by the Administrative Director or designee.

The school administrator responsible for federal programs shall ensure that the resolution of the complaint is implemented.

The time period between receipt and resolution of a complaint shall not exceed sixty (60) calendar days, unless circumstances require additional time.

The complainant may appeal the final resolution to the Pennsylvania Department of Education.

Division Chief Division of Federal Programs PA Department of Education 333 Market Street Harrisburg, PA 17126-0333

Legal

1. 20 U.S.C. 7844

24 P.S. 1850.1

Pol. 103

Pol. 103.1

Pol. 104

Pol. 105.1

Pol. 108

Pol. 109

Pol. 127

Pol. 202

Pol. 206

Pol. 247

- Pol. 249
- Pol. 251
- Pol. 252
- Pol. 610
- Pol. 626
- Pol. 718
- Pol. 801
- Pol. 808
- Pol. 815
- Pol. 824
- Pol. 827
- Pol. 828

Book

Policy Manual

Section

900 Community

Title

School Visitors

Code

907

Status

From PSBA

#### **Authority**

The Joint Operating Committee welcomes and encourages interest in the school's educational programs and other school-related activities. The Joint Operating Committee recognizes that such interest may result in visits to the school by parents/guardians, adult residents or staff of participating school districts, educators and other officials. To ensure order in the school and to protect students and employees, it is necessary for the Joint Operating Committee to establish policy governing school visits. [1]

#### **Delegation of Responsibility**

The Administrative Director or designee and building administrator have the authority to prohibit the entry of any individual to a school building, in accordance with Joint Operating Committee guidelines and state and federal law and regulations.

The Administrative Director or designee and building administrator may limit visitors to designated areas or may limit the number of visitors to a school building when necessary to protect the health and safety of students, staff and the public.

The Administrative Director or designee shall develop administrative regulations to implement this policy and control access to school buildings and classrooms.

#### Guidelines

Persons wishing to visit the school should make arrangements in advance with the office in that building.

Upon arrival at the school, visitors must register at the office where they must provide any required information or identification to protect the health and safety of students, staff and the school community, as well as be informed of the school's health and safety rules, which must be followed prior to entry and while the visitor is in the school building and on school property.[2]

One (1) designated entrance that is monitored and capable of controlling visitor entry shall be used by visitors to the school. All other entrances shall be locked.[3]

All staff members shall be responsible for requiring a visitor demonstrate that the visitor has registered at the school office and received authorization to be present for the purpose of conducting business.

No visitor may confer with a student in the school without the approval of the building administrator.

Should an emergency require that a student be called to the office to meet a visitor, the building administrator or designee shall be present during the meeting.

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Failure to comply with this policy shall result in more limited access to the school as determined by the building administrator, consistent with Joint Operating Committee policies, school rules and federal and state law and regulations.

#### Classroom Visitations

Parents/Guardians may request to visit their child's classroom, but the request must be made prior to the visit, in accordance with established administrative regulations.[1][4]

The building administrator or program supervisor must grant prior approval for the visit, and shall notify the classroom teacher prior to the visit.

Parents/Guardians shall be limited to one (1) class period per month, per child in the school for classroom visitations, in order to minimize disruption of the classroom schedule and the educational program. Parental participation in classroom activities or programs such as chaperones for field trips shall not constitute a classroom visit for purposes of this policy.

The building administrator or program supervisor and classroom teacher have the authority to ask a visitor to leave if the visitor disrupts the classroom routine, educational program or daily schedule, or if a visitor violates Joint Operating Committee policy. Failure to leave when asked or repeated, documented disruptions may result in loss of classroom visitation privileges.

Under exceptional circumstances and upon request of the building administrator, program supervisor, classroom teacher or parent/guardian, the Administrative Director may authorize additional or longer classroom visits by a parent/guardian.

#### Military Personnel

Members of the active and retired Armed Forces, including the National Guard and Reserves, shall be permitted to:[5][6]

- 1. Visit and meet with school employees and students when such visit is in compliance with Joint Operating Committee policy and school procedures.
- 2. Wear official military uniforms while on school property.

Legal

- 1. 24 P.S. 1850.1
- 2. Pol. 705
- 3. Pol. 709
- 4. 22 PA Code 14.108
- 5. 24 P.S. 2402 (Military Uniform)
- 6. Pol. 250

Book Policy Manual

Section 900 Community

Title Relations With Parents/Guardians

Code 908

Status From PSBA

#### **Purpose**

The Joint Operating Committee believes that the education of students is a joint responsibility that is shared with parents/guardians. To ensure that the best interests of each student are served in the educational process, a strong program of communication and cooperation between home and school must be maintained, and parental involvement encouraged.[1]

#### **Authority**

The Joint Operating Committee feels that it is the parents/guardians who have the ultimate responsibility for their children's behavior in school, including the behavior of students who have reached the legal age of majority but are still, for all practical purposes, under parental authority.

#### **Delegation of Responsibility**

During school hours, the Joint Operating Committee acts in loco parentis, or in place of the parents/guardians, through its designated administrators.[2]

#### **Guidelines**

Parents/Guardians are requested to keep the school staff apprised of changes in the home situation that may affect a student's conduct or performance.

The Joint Operating Committee directs that the following activities be implemented to encourage cooperation between parents/guardians and the school:

- 1. Parent-teacher conferences to permit two-way communication between home and school.[3]
- 2. At least once each year, an open house to provide prospective students and their parents/guardians an opportunity to tour the school, learn about the vocational technical programs, and speak with the faculty.
- 3. Special events of a cultural, ethnic or topical nature that are of general interest to the students or community residents.

The Joint Operating Committee believes that parents/guardians have a responsibility to support and encourage their child's career in school through the following actions:

1. Require that students observe all Joint Operating Committee policies and school rules and regulations and accept responsibility for their behavior.

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2. Send children to school with proper attention to their health, personal cleanliness and dress.

- 3. Maintain an active interest in the student's daily work and provide appropriate supervision for completion of assigned homework.
- 4. Read, sign and return promptly all communications from school, when requested.
- 5. Attend conferences set up for the exchange of information on the student's progress.[3]
- 6. Participate in school activities and special functions.

Legal

1. Pol. 917

2. 24 P.S. 1317

3. Pol. 212

Pol. 235

Book

Policy Manual

Section

900 Community

Title

Community Engagement

Code

910 - NEW

Status

From PSBA

#### **Purpose**

The purpose of community engagement is to create a collaborative environment in which students, parents/guardians, families, residents, businesses, and community organizations are encouraged and invited to be involved stakeholders in the school community. Such engagement strengthens broad-based community support for the school's mission, goals, operations and educational programs.

#### Definition

**Community engagement** is defined as an ongoing collaborative process in which the school works with the public to build understanding, guidance, and active support for the education of students in the community.

#### Authority

The Joint Operating Committee endorses the concept that community engagement is essential for the school and the community to maintain mutual understanding, respect and trust, and to work together to improve the quality of education for students. The Joint Operating Committee intends, through this two-way communication, to identify the community's concerns, needs and suggestions, and to be responsive to the community through the actions of the Joint Operating Committee.

The Joint Operating Committee also recognizes that the public offers resources of training and experience useful to the school. The quality of the school's operations and programs can be strengthened when these resources are used in an advisory capacity.

The Joint Operating Committee, with assistance from the administration, shall determine the appropriate strategy when utilizing the community engagement process.

The Joint Operating Committee, in consultation with the Administrative Director, shall identify a team of individuals who will be responsible for developing, implementing and delivering a community engagement program.

After the community engagement process is concluded, the Joint Operating Committee shall make the final decision regarding an issue.

The Joint Operating Committee shall annually assess the effectiveness of the community engagement program.

#### **Delegation of Responsibility**

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The Joint Operating Committee directs the administration to develop and implement a planned program of community engagement that regularly provides opportunities for students, parents/guardians, families, residents, businesses and community organizations to participate in dialogue and decision-making related to school issues.

The administration shall develop and use varied, effective communication methods to ensure that all community members receive information about school programs and the available opportunities to become actively involved.

#### **Guidelines**

The Joint Operating Committee and administration shall give substantial weight to the input received from the community. When evaluating the community's suggestions, the Joint Operating Committee and administration will consider the impact on the school's goals, operations, programs, and financial resources. Recommendations made by the community shall not reduce the authority or responsibility of the Joint Operating Committee, which may accept or reject such recommendations.

The school shall communicate to the community the decision of the Joint Operating Committee and its rationale regarding an issue involving community engagement.

Legal

24 P.S. 1850.1

Book

Policy Manual

Section

900 Community

Title

News Media Relations

Code

911

Status

From PSBA

#### <u>Purpose</u>

Representatives of the local press, radio and TV are an important link in the communications chain between school and the community. Maintenance of good working relationships with media representatives is essential to meeting the objectives of the community relations program.

#### <u>Authority</u>

The Joint Operating Committee shall have final approval for all policies and procedures regarding relations between the news media and the school.

The Joint Operating Committee reserves the right to negotiate for radio broadcasting, televising, filming, or sound recording of any school event by an outside agency. These rights, if sold, shall be contracted under conditions that bring the most favorable terms to the school.

#### Delegation of Responsibility

The chief communications representative for the Joint Operating Committee shall be the Administrative Director.

The communications representative shall be responsible to:

- 1. Be readily available to media representatives.
- 2. Keep media representatives informed of all aspects of the school so that reporting will be done on the basis of a complete and valid overview.
- 3. Submit and suggest feature stories or articles of interest or relevance.
- 4. Assist school staff with media relations.
- 5. Assist various school-related groups in their relations with the news media.
- 6. Assist the Joint Operating Committee in preparing regular and special publications for the public.
- 7. Make presentations about the school to various community, civic, business and industry groups.

#### Guidelines

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Staff members shall not give school information or interviews requested by news media representatives without prior approval of the school's communications representative.

Submission of photographs to news media and permission for news media representatives to photograph school subjects, personnel, or students shall be authorized by the communications representative and the individuals involved or their parents/guardians.

Photographs of a controversial nature, or that are questionable with regard to individual rights of privacy, shall not be sanctioned.

Legal

24 P.S. 1850.1

Book

Policy Manual

Section

900 Community

Title

Relations With Educational Institutions

Code

912

Status

From PSBA

#### **Authority**

The school in which students are in attendance has the responsibility and authority for them. In order for those students to receive maximum benefit from their program of studies, articulation between the school and the participating school districts is essential.

It is the policy of the Joint Operating Committee that lines of communication be maintained with institutions that provide programs, training or services available to students and with participating districts whose resident students are enrolled in programs of the school.

The Joint Operating Committee has the authority to enter into a cooperative agreement with other educational institutions, such as Montgomery County Community College, in order to provide coordinated programs of occupational education.

#### **Delegation of Responsibility**

Maintaining cooperative and constructive relationships with other educational institutions shall be the responsibility of the Administrative Director or designee, who shall establish administrative regulations that enable the school to do so.

Legal

24 P.S. 1850.1

Dr. Broderick



Today's Date:

5/6/24

#### FIELD TRIP REQUEST FORM

Instructor making request:

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.

Date of Trip: 6/28-7/1

Destination: Educators Rising National Conference
Destination address:  Marriott Marquis Washington DC, 901 Massachusetts Ave NW, Washington, DC 20001
Destination Telephone # and Contact Person: 1-855-821-4281
Names of Chaperones: Substitute Needed? No. students participating: 8
Dr. Debora Broderick Yes X No Session: X A.M. P.M. Both
Mr. Kendall Wilson  (requested/pending approval)  Yes No  Leave 7AM 6/28 Return 5:30PM 7/1
Transportation: School Van School Bus Chartered Bus Airline
Describe how students are selected for participation:
8 students qualified to attend at the State competition at Millersville University on April 19, 2024. [4 female identifying students; 4 male identifying students]
Please Provide a detailed description of the trip including its purpose, relevance to your curriculum and the expected outcomes for the students.
Each year, Educators Rising hosts a national conference to convene our network of rising educators and teacher leaders. It's a unique opportunity for students and their teacher leaders to: Connect and learn from each other through more than 40 breakout sessions; Network with other members from across the country; Compete for national titles in competitive events designed to allow students to develop and showcase their teaching skills; and Be inspired by keynote presentations from national education leaders.
Source of Funding:
Budgeted General Funds \$ \$2,400 (Fan Pledge) Youth Club Fund Raising \$
Anonymous Grant \$ \$2,000 Individual Class Account \$
Debora Broderick AV
Instructor's Signature Supervisor's Signature
Director's Signature J.O.C. Approval Date
Permission Slips Given to Instructor: Date: Date Returned:
Bus: Date Ordered:
Contact Person: Cost:

L

# PROFESSIONAL NEGOTIATIONS AGREEMENT

between the

CENTRAL MONTCO
TECHNICAL HIGH SCHOOL
JOINT OPERATING COMMITTEE

and the

CENTRAL MONTGOMERY COUNTY TECHNICAL TEACHER'S ASSOCIATION July 1, 2024, through June 30, 2028

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# ARTICLE I RECOGNITION

1.1 The Central Montgomery County Technical Teachers Association, PSEA-NEA (hereinafter called the "Bargaining Unit"), is hereby recognized by the Central Montco Technical High School Joint Operating Committee (hereinafter called "JOC"), Operating Agent for the Central Montco Technical High School Board, (hereinafter called the "Employer"), as the bargaining agent for all full-time and regular part-time Professional Employees, (hereinafter called the "Bargaining Unit Member").

#### ARTICLE II TERMS OF AGREEMENT

2.1 This agreement shall begin on July 1, 2024, and shall continue in full force and in effect until June 30, 2028.

#### ARTICLE III NO STRIKE – NO LOCKOUT PROVISION

3.1 Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Laws, Act 88 and Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the bargaining unit pledges that bargaining unit members will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this Agreement.

# ARTICLE IV WAGES AND SALARY PROVISIONS

4.1 Salaries will be computed in accordance with the following:

Annually, no later than June 1, the salary schedules for the three sending school districts (Colonial, Norristown, and Upper Merion) for the upcoming year will be examined in each step and column that is equivalent to the step and column on the Central Montco Technical High School (CMTHS) salary schedule.

4.2 The salary schedule format will be as follows:

	Α	В	С	D	E	E.1	F	G	Н
No Degree	Less than VOCI	VOCI	VOCI Plus 24 AEC	VOCII	VOCII Plus 30 AEC	VOCII Plus 30 AEC + 3 additional certifications in particular trade area	VOCII Plus B.S.	VOCII Plus B.S. plus 24 AEC	VOCII Plus M
Degree		В	B+12	B+24	M		M+15	M+30	M+45

Placement on the "No Degree" horizontal track shall be defined as those employees who come directly from industry and do not hold an associate's, bachelor's, or master's degree in an education program from an accredited university.

Placement on the "Degree" horizontal track shall be defined as those employees who hold an associates, bachelor's, or master's degree in an education program from an accredited university.

- 4.3 The number of steps on the salary schedule shall be fourteen (14).
- Each respective step and column on the salary schedule will be determined by taking the average of the equivalent step/column from the sending schools' salary schedules.

  Column "A" equals 90% of Column "B".
- In the event that one or more districts does not have a settled contract for the year, the previous year's salary schedule shall be used for the initial salary computation. Retroactive salary adjustments will be made within thirty (30) calendar days of final ratification of the unsettled school district(s) contract. In the event the school district(s) contract remains unsettled for the entire school year, the salary schedule will not be retroactively adjusted.
- Placement on the salary schedule for new employees will be as agreed between the parties the parties being the Administration and the new hire.
  - A. Each year of secondary school teaching counts as one step.
  - B. Commonwealth-approved industry apprenticeship counts as one step.
  - C. Less than four (4) years of trade experience does not count toward step placement.
  - D. At least four (4) years but less than ten (10) years of satisfactory trade experience (as determined by the Director at the time of hire) counts as two (2) steps.

- E. Ten (10) years but less than twelve (12) years of satisfactory trade experience (as determined by the Director at the time of hire) counts as five (5) steps.
- F. Twelve (12) years but less than fourteen (14) years of satisfactory trade experience (as determined by the Director at the time of hire) counts as six (6) steps on the salary schedule.
- G. Fourteen (14) years or more of satisfactory trade experience (as determined by the Director at the time of hire) counts as seven (7) steps on the salary schedule.
- 4.7 For the purposes of this Agreement, the term "AEC" is described as follows:
  - A. AEC is defined as "Academically Earned Credit" as found in columns C, E, and G of the salary schedule.
  - B. AECs to be applied toward salary step advancement on columns C and E must be earned after a professional staff member has completed their VOCI and VOCII certifications.
    - 1) For the purposes of meeting salary advancement, "completion" of a VOCI or VOCII certification requires the following:
      - a. The Bargaining Unit Member must provide a copy of his/her/their VOCI or VOCII certification to CMTHS administration.
      - b. The JOC must approve the certification before AEC approval to take courses can be sought.
  - C. AECs must be awarded by an academic institution of higher learning authorized by the Commonwealth of Pennsylvania to issue post-secondary academic degrees. Courses must be pre-approved by the Director.
- 4.8 There will be no salary increase for a Bargaining Unit Member who receives an unsatisfactory rating on the Professional Evaluation Form. No Bargaining Unit Member will be rated unsatisfactory without just cause. A Bargaining Unit Member who receives an unsatisfactory rating will be given an improvement plan which contains goals for the employee to accomplish to correct the identified deficiencies in performance and will specify how the Bargaining Unit Member can attain the identified goals. If the Bargaining Unit Member's performance improves to a satisfactory rating after ninety (90) school days, the Bargaining Unit Member will be placed on the appropriate step and column and shall receive the salary increase for the remainder of the school year.
- 4.9 The hourly rate for extra duty activities will be determined by the administration.
- 4.10 In the event two out of the three sending Districts include language within their teachers collective bargaining agreements that require a re-opener of the Agreement due to legislation involving a change in how Districts can raise revenue through property taxes, such re-opener language will become required within the contract of this Collective Bargaining Agreement. Upon notice that two out of three districts have such language,

the parties shall have thirty (30) days to submit language that looks substantially similar to the re-opener language from the two districts. If language cannot be agreed upon during a subsequent thirty (30) day period, the parties will immediately submit to binding arbitration on re-opener language to be included within the Collective Bargaining Agreement.

- 4.11 To be eligible for salary column movement, the Bargaining Unit Member shall notify in writing to the Director by November 1<sup>st</sup> the year prior to their column requirements completion. See handbook for procedure.
- 4.12 Bachelor's and Master's Equivalency letters are not acceptable for salary movement.
- 4.13 A doctoral degree is not acceptable for salary movement.

# ARTICLE V INDUSTRY CERTIFICATIONS

- 5.1 Bargaining Unit Members who have completed professional and/or content area certifications will receive a one-time stipend of \$150.00 for each certification, subject to the following (See handbook for procedures):
  - A. All certification requests must have pre-approval by the Executive Director.
  - B. Certification requires at least twenty (20) hours of instructional contact time. Bargaining Unit Members may combine certifications that require less than twenty (20) hours of instructional contact time to meet the twenty (20) hour minimum, provided that all certifications are in their professional and/or content area.
  - C. The stipend is a one-time payment and there is no additional stipend for recertifications or lapses in certifications.

#### ARTICLE VI OTHER MEMBER BENEFITS

- 6.1 <u>Life Insurance</u>: The Employer will pay full cost of term life insurance coverage equal to the employee's regular annual salary. This coverage includes double indemnity benefits.
- 6.2 <u>Sick Leave</u>: For all full-time Bargaining Unit Members, the Employer shall provide twelve (12) paid sick days per year. The unused portion of sick days shall be cumulative with no limit on the maximum number of days which may be accumulated.
  - A. Should a Bargaining Unit Member be absent from his/her duties due to an injury incurred in the course of employment at the Central Montco Technical High School, the Employer

agrees to pay the difference between the Bargaining Unit Member's regular salary and the benefits provided by both Worker's Compensation and disability payments. That portion of the regular salary Central Montco Technical High School must pay will be deducted proportionately from the Bargaining Unit Member's accumulated sick days. Payments are to be continued, if necessary, for the balance of that employee's accumulated days.

- 6.3 <u>Sick Bank</u>: A pool of sick days will be established for the Bargaining Unit for the protection of individual Bargaining Unit Members during serious long-term extended illness and/or incapacity causing long periods of absence. Illness, accident, or incapacity must be of the long-term continuous type. Moreover, the reason for the requested extension of leave must be a continuation of a health problem and that regular sick leave and personal leave is exhausted.
  - A. The Employer shall contribute up to twenty-five (25) days to the pool at the beginning of each school year. Pool usage shall not exceed forty (40) days per school year unless authorized jointly by the Director and the Bargaining Unit President. All unused days in the pool shall be carried over into the subsequent school year. The maximum number of days a pool may have at the beginning of the year is sixty (60) days. Therefore, if there is carry-over of 35 days from the prior year, the Employer shall contribute twenty-five (25) days to the pool. If there is carry-over of all sixty days, the school shall not contribute for that year.
  - B. Use of the pool will begin after a Bargaining Unit's accumulated sick leave and personal leave have been exhausted and after the Bargaining Unit has been absent from regularly assigned duties for ten (10) consecutive days without pay. In addition, use of the pool will be subject to the following guidelines:
    - 1) Each case will be dealt with individually upon request to the Director's Office. The Director will confer with the Bargaining Unit President, and both will jointly decide the final determination of pool eligibility.
    - 2) Each case, regarding eligibility, duration of time and return to service will be handled on an individual basis.
    - 3) All such cases under consideration must be supported by the recommendations of the Bargaining Unit Member's personal physician in consultation, when necessary, with one of the school's physicians.
    - 4) The long term, serious illness must be of such a nature that it requires absence from staff duties and is necessitated and mandated by the illness or accident.
    - 5) Service credit will not be granted for use of days from the sick leave bank.
  - C. Bargaining Unit Members are not eligible to use the Sick Leave Bank if they are eligible for Disability Insurance Protection under Article VII of the contract.

- 6.4 <u>Unused Sick Leave</u>: Upon termination of service, retirement, or death, each member of the Bargaining Unit (or designated beneficiary) shall be entitled to receive the benefits listed below, provided the member of the Bargaining Unit:
  - A. Has not been involuntarily terminated under the provision of Section 1122 of the School Laws of Pennsylvania of 1949 as amended.
  - B. Has taught a minimum of five (5) continuous years at Central Montco Technical High School.
  - C. Sick leave compensation is based upon sick leave accumulated only at Central Montco Technical High School and excludes any transferred from another school.
  - D. Each eligible Bargaining Unit Member or designated beneficiary of the deceased employee may receive a maximum payment of:
    - 1) 2024-2025 school year: \$120 per day for unused sick leave with a maximum amount of \$25,560.00 based on 213 days.
    - 2) 2025-2026 school year: \$120 per day for unused sick leave with a maximum amount of \$25,560.00 based on 213 days.
    - 3) 2026-2027 school year: \$120 per day for unused sick leave with a maximum amount of \$25,560.00 based on 213 days.
    - 4) 2027-2028 school year; \$120 per day for unused sick leave with a maximum amount of \$25,560.00 based on 213 days.
  - E. The Director will provide the Bargaining Unit Member with a form on which he/she may designate a beneficiary or beneficiaries to receive the unused sick leave benefits in the event that employment termination is caused by the death of the employee.
  - F. Sick leave compensation will be placed into a 403(b) plan.
- 6.5 <u>Credit Reimbursement</u>: The Central Montco Technical High School will financially assist its personnel in their schooling expenses.
  - A. With the exception of federally subsidized vocational education courses, Bargaining Unit Members may request reimbursement for college courses, and shall be paid 100% per credit hour cost, up to a maximum of per credit hour of undergraduate level courses and per credit hour for graduate level courses, with the understanding that the number of credit courses that are reimbursable for credits taken during the school year shall not exceed nine (9) semester hours for the Fall semester and nine (9) semester hours for the Spring semester. There will be no limitation placed on the number of credits taken during the summer. To qualify for the stated reimbursement, the following conditions must be met:

- 1) The member of the Bargaining Unit must have attained at least a bachelor's degree to be reimbursed for graduate level courses.
- 2) The course must be approved by the Administration in advance.
- 4) An academic grade of "C" or better must be received.
- 5) The course must not be one for which the member of the Bargaining Unit had previously been reimbursed.
- 6) The course must be one for which credit is being given by the institution at which it is being taken.
- 7) Payment of educational assistance will be made no later than the second Board Meeting following receipt of transcript.
- 8) After tuition reimbursement is made, the Bargaining Unit Member is making a continuing employment commitment for 3 years.

If they leave for any reason other than the following,

- a. Any reason that qualifies as FMLA leave.
- b. Any Bargaining Unit Member reduced to half-time employment.
- c. Any Bargaining Unit Member who has not obtained a VOCI certification.
- d. Any retiree with a no penalty retirement as defined by PSERS.
- e. Termination or Death.

Bargaining Unit Member will be required to reimburse employer as follows:

- a. Leave prior to completing one (1) full academic year Pay back 100% reimbursement of the total tuition paid by the JOC in accordance with the schedule created by the administration.
- b. Leave prior to completing two (2) full academic years Pay back 50% reimbursement of the total tuition paid by the JOC in accordance with the schedule created by the administration.
- c. Leave prior to completing three (3) full academic years Pay back 25% reimbursement of the total tuition paid by the JOC in accordance with the schedule created by the administration.
- B. Bargaining Unit Members will be reimbursed for college courses at the rate of 100% for each credit hour.

- Reimbursement for Non-Credit Trade Courses, Workshops, and/or Seminars: The Employer will financially assist its trade personnel in schooling expenses, even though no academic credit may be given for the course, workshop, or seminar for which reimbursement is sought. The intention of this provision is to provide reimbursement for members of the Bargaining Unit who are filling trade positions to the same extent that credit reimbursement is provided for all members of the Bargaining Unit under the previous Article.
  - A. Bargaining Unit Members may request reimbursement for the non-credit courses and shall be paid 100% of the actual cost of the course and not include any travel, living, or dining costs.
  - B. To qualify for the stated reimbursement, the following conditions must be met by the members of the Bargaining Unit:
    - 1) The member must have completed the required number of courses for a Vocational II Certificate or an Instructional II Certificate or a Bachelor's degree.
    - 2) The course, workshop or seminar must be approved by the Director.
    - 3) If the course, workshop, or seminar carries a grade with it, the member must receive a satisfactory grade.
    - 4) Payment of educational assistance under this provision will be made no later than the second Board Meeting following receipt of evidence of satisfactory completion.
  - C. Members of the Bargaining Unit will be reimbursed for the cost of trade competency tests taken by a member of the Bargaining Unit provided such trade competency test is taken at the request of the Director of the Central Montco Technical High School, and provided reimbursement for the cost of the test is approved in advance by said Director.
- Oniforms: Members of the Bargaining Unit employed in Building Trades, Automotive Technology, Collision Repair, Culinary Arts, Baking & Pastry, Landscaping, Public Safety, and Allied Health programs will receive a maximum reimbursement of \$200 for necessary protective footwear for the length of the contract. Identified Bargaining Unit Members shall receive six (6) uniforms per year with cleaning service at the expense of the Employer. These uniforms are to be worn during the workday, but may not be worn off the work site, except going to and from work. For all remaining Bargaining Unit Members, approved uniforms will be supplied at no cost to the bargaining unit members to a maximum of six (6) uniforms over the life of the contract with the maximum number of uniforms per any year of the contract limited to three (3).
- 6.8 <u>Conventions</u>: At the discretion of the Director, the Joint Operating Committee will pay the expenses for up to two (2) Bargaining Unit Members who make application and are selected to go to Conventions during each school year.

- 6.9 <u>Additional Time for Course Improvement</u>: Any Bargaining Unit Member may present to the Director through the Administrative Supervisor of their trade area, a request for additional time during which the Bargaining Unit Member proposes to prepare a project for the purposes of improving their course.
  - A. Such request shall be in writing and shall include all information requested by the Director and shall include the number of hours needed by the Bargaining Unit Member to complete the project. The Director will advise the Bargaining Unit Member and the Administrative Supervisor as to whether he approves the suggested project. If the Director approves the project, they will then present the request for recommendation to the Joint Operating Committee.
  - B. If the Director does not approve the project, the Director will take no further actions unless requested to do so in writing by the Bargaining Unit who submitted the request.
  - C. Once the member of the Bargaining Unit requests further action, after the Director has failed to approve the project, the Director will then present the request along with their reasons for not approving the request for recommendation to the Joint Operating Committee.
  - D. If approved by the Joint Operating Committee for completion during time other than during the normal school day, Bargaining Unit Members will be paid the hourly rate as follows:

2024 to 2025 - \$35 per hour

2025 to 2026 - \$37 per hour

2026 to 2027 - \$40 per hour

2027 to 2028 - \$42 per hour

- 6.10 <u>Curricular and Extension Education</u>: The employer will determine the nature, number, and kind of co-curricular activities, including but not limited to extension education, clubs, SkillsUSA, Website Advisor, NTHS advisor and HOSA, to be carried on as separate programs. The employer also determines the number of employees to be assigned to the activities. In addition, the Director will identify Lead Teachers each year for purposes of curriculum development and mentoring. This is a one-year assignment and appointment at the Director's discretion.
  - A. Bargaining Unit Members assigned to such positions shall be compensated as follows:

Position	Compensation
SkillsUSA Advisor	\$1,350.00
HOSA Advisor	\$1,350.00
SkillsUSA Coordinator	\$1600.00
Lead Teacher	\$1,500.00

NTHS Advisor	\$ 300.00
Website Advisor	\$1,300.00
Dual Enrollment Instructor	\$2,000.00

B. Bargaining Unit Members involved in food preparation and catering will be paid the hourly rate as follows:

2024 to 2025 - \$35 per hour

2025 to 2026 - \$37 per hour

2026 to 2027 - \$40 per hour

2027 to 2028 - \$42 per hour

# ARTICLE VII HOSPITALIZATIONS AND MEDICAL INSURANCE

- 7.1 The Joint Operating Committee and the Bargaining Unit have agreed and are party to authorizing the Delaware Valley Health Trust for purposes of providing medical, prescription, dental, and vision benefits.
- 7.2 If both spouses are employees of the employer, each is eligible for single coverage benefits hereafter and either of the spouses are eligible for dependent coverage hereafter, but not both are eligible for dependent coverage.
- 7.3 Bargaining Unit Members who can prove to the satisfaction of the Director that they are eligible for dependency benefits under this provision of the contract and satisfy the Director that such dependents are covered under another medical insurance coverage policy and therefore elect not to accept such coverage under this contract, will receive two hundred dollars (\$200.00) per-month-in lieu of such coverage. If this monthly payment is increased in the professional collective bargaining agreement, such improved benefits will be granted to employees covered by this agreement.
- 7.4 For the term of this Agreement, there are three plans offered to the bargaining unit: base medical insurance plan (20/40/70), the alternate medical insurance plan (10/20/70) and the QPOS plan (15/25/70). All three plans offer prescription drug coverage.
  - A. The base medical insurance plan 20/40/70 for existing Bargaining Unit Members will be the Delaware Valley Health Trust POS II plan with a 15/30/40 prescription drug plan. Joint Operating Committee contributions for the Delaware Valley Health Trust will be based on a two-tiered system with the first tier consisting of Bargaining Unit Members with a base salary of less than \$70,000 and the second tier consisting of members with a salary of \$70,000 or more. Joint Operating Committee contributions will be as follows:

#### 20/40/70

	1 <sup>st</sup> Tier (Salary less than \$70,000) J.O.C. share/Employee share		2nd Tier (Salar abo J.O.C. share/E	ove)
2024 to 2025	83.0%	17.0%	82.0%	18.0%
2025 to 2026	83.0%	17.0%	82.0%	18.0%
2026 to 2027	83.0%	17.0%	82.0%	18.0%
2027 to 2028	83.0%	17.0%	82.0%	18.0%

- B. The <u>alternate medical insurance plan</u> 10/20/70 for existing Bargaining Unit Members will be the Delaware Valley Health Trust POS II 10/20/70 plan with a 15/30/40 prescription drug plan and the Delaware Valley Health Trust QPOS 15/25/70 plan with a 15/30/40 prescription drug plan. Bargaining Unit Member contributions for the Delaware Valley Trust POS II 10/20/70 Plan with a 15/30/40 prescription plan will be based on a two-tiered system with the first tier consisting of Bargaining Unit Members with a base salary of less than \$70,000; and the second tier consisting of Bargaining Unit Members with a salary of more than \$70,000. Joint Operating Committee contributions will be as follows for the Delaware Valley Health Trust POS II 10/20/70 plan with a 15/30/40 prescription drug plan plus the difference between the total premium for Delaware Valley Health Trust POS II 20/40/70 plan with a 15/30/40 prescription drug plan and Delaware Valley Health Trust POS II 10/20/70 plan with a 15/30/40 prescription drug plan:
  - 1) Bargaining Unit Members who choose this plan shall pay the premium % to the DVHT PPO 20/40/70 for a given year plus the total cost differential between the DVHT PPO 10/20/70 plan premium and the DVHT 20/40/70 plan premium.
- C. In addition, existing Bargaining Unit Members may elect the Delaware Valley Health Trust <u>QPOS</u> 15/25/70 plan with a 15/30/40 prescription drug plan. Joint Operating Committee contributions for existing members electing this plan will be as follows:

#### **OPOS 15/25/70**

Employee Share		J.O.C. Share
2024 to 2025	10%	90%
2025 to 2026	10%	90%
2026 to 2027	10%	90%
2027 to 2028	10%	90%

7.5 A Cafeteria Plan has been established under Section 125 of the Internal Revenue Code for the sole purpose of permitting co-pays made by members of the Bargaining Unit to be deducted from a Bargaining Unit Member's pay prior to the employee's taxable income being determined.

- 7.6 Central Montco Technical High School administration will do a detailed review of all available health plans each year prior to open enrollment.
- 7.7 <u>Prescription Drug Plan:</u> All members of the bargaining unit will be offered a 15/30/40 prescription drug plan.
- 7.8 <u>Health Care Coverage for New Part-Time Hires</u>: Part-time Bargaining Unit Members shall be eligible to purchase the low-cost health care plan only with employee contribution of 25% to the plan's premium each year and the prescription drug plan 15/30/40 at 25% employee contribution to the prescription drug premium.
- 7.9 Internal Revenue Code Section 125 Plan: As a method to permit Bargaining Unit members to pay for their share of Health Benefit Plan premiums (and other eligible premiums) through pre-federal income tax instead of after-federal income tax contributions, the Board agrees to offer an Internal Revenue Code Section 125 Flexible Spending Account Plan. This sponsorship is contingent upon the same being permitted pursuant to law. The Employer shall not be responsible for any costs and/or contributions and all costs associated with such plan will be the responsibility of the participating employees.
- 7.10 Income Protection Plan: During the term of this Agreement, the employer agrees to pay the cost of the premium for a disability insurance protection plan in existence during the terms of the agreement that will provide Bargaining Unit Members with coverage of sixty-six and two-thirds (66 2/3%) percent of regular salary with a waiting period of ninety (90) days. The amount received will be reduced by the amount received for disability benefits under either Pennsylvania State Employees Retirement System and/or Social Security
- 7.11 <u>Dental Insurance</u>: During the term of this Agreement, the employer will pay for the cost for a basic program of dental care for Bargaining Unit Members and their eligible dependents, and an individual dental rider for inlaid, crowns, space maintainers and oral surgery. The annual limit of dental coverage will be \$1,750.00 per year.
- 7.12 Prescription Safety Glasses: The Employer shall pay the cost of prescription safety glasses for Bargaining Unit Members, who by nature of their assignment are required to wear safety glasses and by nature of their handicap, as determined by an optometrist or an ophthalmologist; are required to wear prescription lenses to perform their assignment with a limit of one pair every two years.
- 7.13 <u>Substitution of Insurance Carriers:</u> The Employer may change insurance carriers for life insurance, hospitalization insurance, prescription drug program, income protection insurance, dental insurance, subject to the following restrictions.
  - A. The Employer will notify the Bargaining Unit ninety (90) days in advance of any contemplated change in carrier and will, upon request, meet with Bargaining Unit and a representative of the carrier to review the proposed policy.

- B. In the case of a change involving hospitalization; surgical, and Major Medical Insurance, the carrier must be readily acceptable to area hospitals and usable by persons who require hospitalization while traveling.
- C. The benefits provided must be equal or superior to those previously furnished.

# ARTICLE VIII HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

- 8.1 Hours of Employment: For the term of this Agreement, the workday shall not exceed seven (7) hours and thirty (30) minutes per day, including a one-half (1/2) hour lunch period. Full-time bargaining unit employees shall be entitled to 200 minutes of prep time per week with each bargaining unit member receiving thirty (30) minutes between the a.m. and p.m. sessions. The remaining ten (10) minutes per day will be determined by the Director as needed. This level of prep is subject to reduction for short weeks, shortened days, and/or other events that reduce the workday.
  - A. The school year shall consist of one hundred ninety (190) days. If our sending schools adjust their student schedules, the Association and Administration agree to adjust our schedule accordingly.
  - B. If our delivery model is forced to change (i.e., full day cohort), each Bargaining Unit Member shall still be entitled to 200 minutes of prep time per week adjusted accordingly to the schedule.
- 8.2 Extra Duties in Connection with School Work: The following activities are deemed necessary for the continued supply of new qualified students, to maintain minimum faculty, student, parent, industrial and administrative relationships and normal operation of each course. Notification of the dates of the following activities shall be made on or before the opening day of school if feasible. In the event an emergency requires rescheduling of the activities, a minimum of two (2) weeks-notice of the re-scheduled date should be given.

Occupational Advisory Committee Meetings - Maintain a functioning and active committee with at least two (2) meetings a year. Each Committee shall consist of the number of members recommended in the Commonwealth of Pennsylvania State Occupational Advisory Committee guidelines.

Graduation Ceremony - One (1) per year.

Open House - One (1) per year.

Faculty Meetings - A maximum of one (1) hour per month, with notice, which time is to be used at the discretion of the Director so far as the purpose of the meeting and the time of the meetings.

Work-based Studies Coordinator - When necessary to visit students on the job after the close of the school day.

Catering & Food Preparation

- 8.3 <u>Instructor's Visitation Program</u>: Any member of the Bargaining Unit, provided the member receives approval in advance from the Director or his designated representative, may, during the school year, visit another technical school program in an area in which they are assigned, and shall at the conclusion of such visitation submit a written report to the Director. Visitation is considered a bargaining unit /professional development day for which they will continue to receive their salary.
- 8.4 <u>Workshops and Seminars</u>: Any member of the Bargaining Unit may request permission to attend a course, workshop and/or seminar year-round in /their assigned specialty. A request will be made to the Director who will include the request as a recommendation in the Director's Report to the JOC.
- 8.5 <u>Jury Duty</u>: Recognizing that jury duty is a civic responsibility of every United States citizen, the Employer will allow an employee to receive their full salary, less any reimbursement received for jury duty service. Bargaining Unit on jury duty who are dismissed for one-half (1/2) day or less shall return to work.
- 8.6 <u>Tax Sheltered Annuities</u>: Upon application to the Supervisor of Business Operations, forms may be filled out to have the necessary deductions made for such plans provided the plan is one that is approved by the employer.
- 8.7 <u>Personal Leave</u>: For each school year of this Agreement, members of the Bargaining Unit will be granted with full pay, personal leave days based on their years of service as follows:

Upon hire, members will be given 3 Personal Days per year.

At beginning of the 10th Year, members will be given 4 Personal Days per year.

At beginning of the 16th Year, members will be given 5 Personal Days per year.

At beginning of the 21st Year, members will be given 6 Personal Days per year.

All of which will be without question as to the reason the leave is being taken.

- A. Personal leave shall be used only for the purpose of transacting personal business matters which cannot be transacted at a time other than the workday. It is the intention of the parties that personal leave days granted are not to be used for any concerted action by members of the Bargaining Unit.
- B. Written application for personal leave will be submitted to the Director's office for approval. No more than ten (10%) percent of the Bargaining Unit will be granted a personal day for any school day.

- C. Personal leave will be granted upon application to members of the Bargaining Unit holding a valid poll watcher's certificate. Reimbursement will be the difference between any compensation received for this activity and the normal per diem rate. Such leave shall be considered a personal leave day if taken.
- D. Application for approval on the proper form shall be submitted to the Director one (1) week in advance, except in the case of emergency. When the personal leave day involved is that day preceding or following a holiday and/or personal leave day, prior approval of the Director's Office is mandatory.
- E. Unused personal days will convert to sick days on an annual basis.

# 8.8 Bereavement:

# A. Immediate Family

- 1) Whenever a full-time Bargaining Unit Member shall be absent from duty because of a death in the immediate family of the member, there shall be no deduction in salary of the Bargaining Unit Member for an absence not more than five (5) school days.
- 2) The Employer may extend the period of absence with pay at its discretion as the exigencies of the case may warrant.
- 3) Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the Bargaining Unit Member has made their home: (School Code, Section 1154).

#### B. Near Relative

- 1) Whenever a full-time Bargaining Unit Member is absent because of the death of a near relative, there shall be no deduction in the salary of the Bargaining Unit Member for absence on the day of the funeral.
- 2) The employer may extend the period of absence with pay at its discretion, as the exigencies of the case may warrant.
- 3) A near relative shall be defined as first cousin, grandfather, grandmother, aunt uncle, niece, nephew, brother-in-law, or sister-in-law. (School Code, 1154).
- 8.9 <u>Maternity Leave:</u> Bargaining Unit Members may use accumulated sick and personal leave related to the birth of a child, adoption, or foster prior to the commencement of unpaid leave which will run concurrently with Family Medical Leave (See 8.11 B)
- 8.10 <u>Child Rearing Leave</u>: Bargaining Unit Members shall be entitled to a child rearing leave without pay or benefits. This child rearing leave shall not exceed one (1) school term.

- A. At the termination of the child rearing leave the professional employee shall be eligible to return to the same or a similar position as that which the Bargaining Unit Member previously held subject to the rights of the Employer under the School Code.
- B. Upon returning to work at the termination of child rearing leave, all benefits and seniority rights accrued at the beginning of the leave, if any, shall be reinstated.
- C. Child rearing leave, other than that immediately following birth or adoption of a child may start at the beginning of a school term and terminate at the end of a school term.

# 8.11 <u>Leave</u>:

# A. Disability Leave

- 1) Bargaining Unit Members who become pregnant and incur a disability as a result thereof, are entitled to the same disability leave as authorized for members who suffer from any type of disability.
- 2) The Bargaining Unit Member may begin a disability leave at such time as their personal physician certifies that they are unable to continue employment.
- 3) Use of sick leave, during this disability leave, shall be subject to the following:
  - a. The member may use her accumulated sick leave during the period of time beginning when her personal physician certifies that she is unable to continue employment until the birth of the child, so long as the disability certified to by her personal physician continues.
  - b. The member may use her accumulated sick leave during the five-week period immediately following delivery of the child for those days that she is unable to perform her duties because she is restricted either to a hospital or home for personal medical reasons related to the birth of a child.
  - c. Requests for sick leave after the five-week period immediately following delivery of the child must also be accompanied by a certification from the member's personal physician that the member is unable to perform the duties because she is restricted to a hospital or home for personal medical reasons during the period for which sick leave is requested. This certification from the member's personal physician must set forth in detail all the medical reasons upon which the physician has based his or her medical opinion. The Superintendent of Record may, in their discretion, submit the physician's certification for sick leave after the five-week period immediately following delivery of the child to a physician appointed by the employer for review, the same as he/she may under any other request for sick leave during a period of a member's disability.

# B. Family Medical Leave:

- 1) Under the Family and Medical Act of 1993, Bargaining Unit Members working at least 1,250 hours over a twelve-month (12) period immediately prior to commencement of a proposed leave, and who have been employed by the employer for at least twelve (12) months prior to the commencement of the leave, are entitled to family and medical leave for:
  - a. Birth of a child or placement of a child with the employee for adoption or foster care (which leave must end within one (1) year after the birth or placement)
  - b. A serious health condition of the employee's spouse, child, or parent; or
  - c. A serious health condition that makes the employee unable to perform the employee's job.
- 2) The Act provides for leave up to twelve (12) weeks in each twelve (12) month period beginning on the anniversary date of the member's employment provided that spouses employed by the employer are limited to a combined twelve (12) months of leave for the birth of a child for adoption or foster care or to care for a parent who has a serious health condition.
- 3) Family and medical leave is without pay and benefits except for the group health insurance provided to a member before the member takes a leave. Group Health Insurance will be maintained under the group health plan during the leave on the same terms as if the employee continued to work.
- 4) The Bargaining Unit Member will pay the member's share of any group health plan premiums during the leave the same as if the member continued to work. In the event a member's payment is not made within sixty (60) days of the date on which it is due, the employer will cease coverage.
- 5) Bargaining Unit Members must give thirty (30) days' notice of their need for family and medical leave where the need for the leave is foreseeable, or such notice as is practical under the circumstances. If notice is not given as required, the employer will delay the leave until at least thirty (30) days after the employee gives notice of the need for such leave.
- 6) Members must provide periodic reports during leave regarding the Bargaining Unit status and intent to return to work.
- 7) Bargaining Unit Members must use carried over paid leave concurrently with unpaid family and medical leave as follows:
  - a. Carried over paid personal leave, or sick leave for medical leave for the employee's serious health conditions.

- b. Carried over paid coverage or personal leave for family medical leave for the serious health condition of a spouse, child, or parent. An employee may use up to five (5) days annually of paid sick leave for such purpose.
- c. Carried over paid or personal leave for the birth, adoption, or placement in foster care of a child.
- 8) Paid leave taken by an employee will be designated as family medical leave by the employer if it is taken for a Family Medical Leave Act qualifying purpose.
- 9) Bargaining Unit Members must provide upon request medical certifications supporting the need for leave due to a serious health condition of the employee or an immediate family member. The employer may require a second and perhaps a third opinion regarding the need for leave due to the serious health condition. Members must provide recertification of medical conditions every thirty (30) days or more frequently if required by the employer.
- 10) Bargaining Unit Members who take family medical leave because of the employee's own serious health condition must provide, at the conclusion of such leave, certification that he or she is able to resume work.
- 8.12 <u>Contract Distribution</u>: Each member of the Bargaining Unit shall be provided with an electronic copy of the Agreement. New members shall be given a copy of this Agreement electronically on or before the first day of their employment.
- 8.13 <u>Personnel Files</u>: Materials not used as part of the evaluation shall be purged from the employee's personnel file, if more than three (3) years old, and returned to the Bargaining Unit. This process shall be conducted concurrently with the member's final evaluation each school year.

# ARTICLE IX SEVERABILITY

9.1 If any provision of this Agreement or any application of any of its terms to any Bargaining Unit or group of Bargaining Units is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

# ARTICLE X <u>MAINTENANCE OF MEMBERSHIP/FAIR SHARE</u>

10.1 The parties agree that all employees who are under Act 195 and who are dues-paying members of the Bargaining Unit, shall be subject to Article III, Subsection (18) of the Public Employee Relations Act (Maintenance of Membership) providing that:

- A. The employer, on or before September 1 of each year, will provide the Bargaining Unit with a list of the names and addresses of all bargaining unit members. The employer will also provide the Bargaining Unit with the name and address of any employee hired after September 1, such notice to be provided within thirty (30) days after the date of hire.
- B. The Bargaining Unit agrees to indemnify and save employer and each individual School Board member and School District, including every officer, appointee and/or employee of each district, harmless against any and all claims, demands costs, suits or other forms of liability of any nature, including back pay, and all court and/or administrative agency costs; reasonable counsel fees and all other legal costs and expenses that may arise out of or by reason of action not taken by the employer for the purpose of complying with this provision and/or this Agreement.

# ARTICLE XI SENIORITY

11.1 Bargaining Members currently employed in the Central Montco Technical High School shall have seniority and may not be replaced by other Bargaining Unit Member who might have seniority in any other district.

# ARTICLE XII WAIVERS

12.1 The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, except as herein after provided, whether contained herein or not, during the life of this Agreement except by mutual Agreement.

# ARTICLE XIII BENEFITS FOR NEW BARGAINING UNIT MEMBERS

13.1 Any member of the Bargaining Unit hired after the start of the school year shall receive benefits for leave days for the year of employment in proportion to the number of days worked.

# ARTICLE XIV NOTICE OF RETIREMENT

14.1 If the Bargaining Unit provide at least six (6) months' notice of their intention to retire they would receive a \$3,000.00 bonus at the time of their retirement providing the Bargaining Unit retires on June 30th of the school year in which Bargaining Unit gave at least six (6) months' notice of their intention to retire.

# ARTICLE XV NON-DISCRIMINATION

15.1 The parties agree that they will not discriminate against any Bargaining Unit because of age, sex, sexual orientation, race, color, creed, national origin, religion, union activity, marital status, gender, gender orientation or disability.

# ARTICLE XVI BARGAINING UNIT GRIEVANCE PROCEDURE

16.1 The parties to this Agreement agree that an orderly and expeditious resolution of grievances is necessary, and for that purpose have provided for this Grievance Procedure. The word grievance is defined under Article 1111 of this Agreement. Grievances shall be processed as follows:

Step 1: In the event that a member believes that there is a basis for a grievance, he or she shall first discuss the alleged grievance with his or her immediate supervisor either personally or accompanied by his or her association representative. The purpose of such a meeting shall be to informally resolve the issue.

Step II: If the Association is not satisfied with the results of Step I, the Association may file a written grievance within ten (10) scheduled workdays from the time of the alleged grievance with the Director. The Director in consultation with the Superintendent of Record shall review the grievance, shall respond within ten (10) working days from the receipt of the grievance with a written decision in this matter.

Step III: If the Association is not satisfied with the decision by the Director, the Association shall within ten (10) scheduled workdays from the receipt of the Director's decision submit the grievance in writing to the Chairperson of the Joint Operating Committee. The Chairperson of the Joint Operating Committee will provide for a hearing before a committee of the Joint Operating Committee appointed by him or her within thirty (30) scheduled working days. The Committee shall within ten (10) scheduled workdays of the hearing, respond with a written decision to the Association.

Step IV: <u>Binding Arbitration</u> - If the Association is not satisfied with the decision of the Board Committee in the previous step, the Association may submit the grievance to arbitration within ten (10) scheduled workdays from the date of the decision by the Committee of the Joint Operating Committee. The arbitration hearing shall be held before an arbitrator to be mutually agreed upon by the Association and the employer. In the event agreement is not reached, the arbitrator shall be selected from the list of arbitrators to be provided by the American Arbitration Association in accordance with the rules of said Association which will likewise govern the arbitration proceedings. The employer shall pay

the full cost of any charge imposed by the American Arbitration Association for providing a list of proposed arbitrators. Neither the employer nor the Association shall be permitted to assert in such arbitration proceedings any grounds which rely on any evidence not previously disclosed to the other party in the grievance procedure. The parties agree to be bound by the award of the arbitrator and further agree that the fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses shall be borne by the party requiring the testimony of such witness.

The failure of the Association to proceed to any subsequent step of the grievance procedure within the time set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the employer in any step to communicate its decision to the Association within the specified time limit shall be deemed a denial of the grievance to permit the Association to proceed to any subsequent step. Any waiver of time limits must be in writing signed by both parties.

IN WITNESS WHEREOF, the Joint Operating Committee has caused this Agreement to be signed by its Chairperson and Secretary, and the Association has caused this Agreement to be signed by its President and attested by its Secretary.

CENTRAL MONTCO TECHNICAL HIGH SCHOOL	
CHAIRPERSON	DATE
SECRETARY	DATE
CENTRAL MONTGOMERY COUNTY TECHNICAL TEACHERS' ASSOCIATION	
PRESIDENT	DATE
SECRETARY	DATE

# AGREEMENT BETWEEN THE CENTRAL MONTGOMERY COUNTY AREA VOCATIONAL TECHNICAL SCHOOL AND CENTRAL MONTGOMERY COUNTY VOCATIONAL TECHNICAL SCHOOL EDUCATIONAL ASSOCIATION (ESPA, PSEA/NEA)

Effective July 1, 2024, through June 30, 2027

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# AGREEMENT BETWEEN THE CENTRAL MONTGOMERY COUNTY AREA VOCATIONAL TECHNICAL SCHOOL AND CENTRAL MONTGOMERY COUNTY VOCATIONAL TECHNICAL SCHOOL EDUCATIONAL ASSOCIATION (ESPA, PSEA/NEA)

#### ARTICLE I

### RECOGNITION

The employer recognizes the Central Montgomery Vocational Technical School Education Association, ESPA, PSEA/NEA as pursuant to NISI Order of Certification No. PERA-R-93-399-E, issued October 14, 1993, by the Pennsylvania Labor Relations Board, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit comprised of:

"All full-time and regular part-time nonprofessional employees including but not limited to office clerical employees and custodians; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

Part-time night school secretaries will be excluded from the bargaining unit."

#### ARTICLE II

### TERM OF AGREEMENT

This agreement shall begin on July 1, 2024, and shall continue in full force and in effect until June 30, 2027.

#### ARTICLE III

#### **DEFINITIONS**

- 1. The word "employer" as used in this Agreement means the Central Montgomery County Vocational-Technical School Joint Operating Committee.
- 2. The word "Association" as used in this Agreement means the Central Montgomery County Vocational-Technical School Education Association, ESPA, PSEA/NEA.
- 3. The word "employee" as used in this Agreement means the employees covered by the Order of the Pennsylvania Labor Relations Board referred to in Article I.
- 4. A "grievance" is a complaint alleging a violation, misinterpretation or misapplication of any provision of this Agreement.
- 5. A "part-time employee" is an employee whose regular work week is twenty (20) hours or less. "Part-time employees" shall not be eligible for any benefits provided for in this Agreement.

### **ARTICLE IV**

#### ASSOCIATION RIGHTS AND PRIVILEGES

#### USE OF SCHOOL PROPERTY

With the prior permission of the Director, the Association will have the right to use a school room for Association meetings. However, no employee may attend such meeting while receiving compensation from the employer. The Association is precluded from using equipment, material and supplies of the employer for Association business of any nature unless written approval of the Director is sought and obtained.

# 2. ASSOCIATION OFFICER LEAVE

A one-year unpaid leave of absence shall be granted to any employee in the bargaining unit for the purpose of serving in an elected office at the state or national level. Once the leave of absence is granted, the entire one-year leave of absence must be taken notwithstanding the fact that the office may last for a term other than one full year, and notwithstanding the fact that the employee may not serve out the full term of office.

At the end of the one-year unpaid leave of absence, the employee shall return to the same or similar position as held previously. The employee shall have all rights and benefits fully restored as they existed at the time the leave commenced.

#### 3. BULLETIN BOARD

The employer will arrange for space on a bulletin board for the exclusive use of the Association. Posting on such bulletin board is to be confined to official nonpolitical union business.

## 4. REPRESENTATION AT HEARING

When an employee is called into a conference with an employer representative related to wages, hours, or conditions of employment or for disciplinary action, he/she may, at his/her option be accompanied by an Association representative. The above does not apply to inquiries of Employees by administrators/supervisors in the normal course of their work. No disciplinary action will be taken unless an opportunity to have a representative present has been offered. No conference is to be delayed more than one time due to the unavailability of an Association representative.

#### ARTICLE V

#### **EXCHANGE OF INFORMATION**

Upon reasonable written request, the Director and/or the Association President, as appropriate, shall supply to members of either or both negotiating teams all available data the responding party deems necessary for developing sound recommendations.

The employer agrees to furnish to the Association in response to specific written request, all published information concerning the financial resources of the employer, including but not limited to annual reports and audits, pre budget, agenda and minutes of the public employer's meetings, and such other published and heretofore compiled information as may reasonably assist the Association in its negotiations and in the processing of any grievance. The Association is also entitled to the names and addresses of all members of the Bargaining Unit.

### **ARTICLE VI**

# **ILLNESS OR DISABILITY**

#### SICK LEAVE

All employees who are employed on a two hundred sixty-one (261) day annual basis will receive 12 sick days per year. All employees who are employed on a two-hundred twenty-one (221) day annual basis will receive eleven (11) sick days per year. All employees who are employed on one hundred ninety (190) day annual basis will receive 10 sick days per year. Sick leave will accumulate without limitation.

#### 2. SICK LEAVE POOL

A pool of sick days will be established for Support Staff for the protection of individual employees during serious long-term extended illness and/or incapacity causing long periods of absence. Illness, accident, or incapacity must be of the long-term continuous type. Moreover, the reason for the requested extension of leave must be a continuation of a health problem and that regular sick leave and personal leave is exhausted.

The Employer shall contribute up to fifteen (15) days to the pool at the beginning of each school year. Pool usage shall not exceed thirty (30) days per school year unless authorized jointly by the Director and the Support Staff Union President. All unused days in the pool shall be carried over into the subsequent school year. The maximum number of days a pool may have at the beginning of the year is forty (40) days. Therefore, if there is carry-over of 35 days from the prior year, the School shall contribute five (5) day to the pool. If there is carry-over of all forty days, the Employer shall not contribute for that year.

Use of the pool will begin after the employee's accumulated sick leave and personal leave have been exhausted and after the Employee has been absent from regularly assigned duties for ten (10) consecutive days without pay. In addition, use of the pool will be subject to the following guidelines:

Days in the pool will be used on a first-come, first-served basis and when the total days in the pool are exhausted, use of the pool is ended for the year.

Each case will be dealt with individually upon request to the Director's Office. The Director will confer with the Association President, and both will jointly decide the final determination of pool eligibility.

Each case, regarding eligibility, duration of time and return to service will be handled on an individual basis.

All such cases under consideration must be supported by the recommendations of the Employee's personal physician in consultation, when necessary, with one of the school's physicians.

The long term, serious illness must be of such a nature that it is unavoidable during the school year and absence from staff duties is necessitated and mandated by the illness or accident.

Service credit will not be granted for use of days from the sick leave bank.

(D) Members of the Bargaining Unit are not eligible to use the Sick Leave Bank if they are eligible for Disability Insurance Protection under Article VII of the contract.

### **ARTICLE VII**

#### LEAVES OF ABSENCE

#### PERSONAL LEAVE

All employees who are employed on a two-hundred sixty-one (261) day annual basis will receive 4 personal days per year. All employees who are employed on a two-hundred twenty- one (221) day annual basis will receive 3 personal days per year. All employees who are employed on a one-hundred ninety (190) days annual basis will receive 3 personal days per year. Unused personal leave days will convert to sick days on an annual basis.

Personal leave shall be used only for the purpose of transacting personal matters which cannot be transacted at a time other than during the workday. Personal leave is not to be used for any concerted actions by employees. Written notice for personal leave must be submitted to the Director's office at least five (5) days prior to the scheduled leave day, which notice will set forth

the reason for which the personal leave is being taken. The Director is authorized to waive the notice requirement under circumstances approved by him in writing. Personal leave may not be taken the day before or the day after a holiday. Personal leave cannot be used for entertainment purposes.

#### 2. BEREAVEMENT LEAVE

Whenever an employee is absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of five (5) workdays. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, grandchild(ren), husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

#### JURY DUTY

Whenever an employee shall be called for Jury Duty by a Court of Record, said employee shall be excused from work without loss of pay for the period required by the Court. Said employee shall be paid his/her regular rate of pay and shall retain any pay received from the Court.

#### 4. TEMPORARY MILITARY

Employees called into temporary active duty shall be granted a leave of absence without pay. When released from the tour of active duty, employees will be returned to their position. All benefits and seniority granted their job classification during their leave will accrue without penalty. An employee must return to work within thirty (30) days of release from active duty or forfeit all rights granted under this section.

#### 5. VACATION DAYS

- A. Employees who are employed on a two-hundred and sixty-one (261) day annual basis shall earn paid vacation days as follows:
  - i. Eleven (11) days per year for the first five (5) years of service.

- ii. Starting year six (6), one (1) vacation day will be added per year for each consecutive year of service, not to exceed twenty (20) days per year.
- iii. The business office will be responsible for updating vacation day balances yearly. The addition of vacation days will occur on the anniversary date of hiring as documented in the Human Resources Information System.
- B. The Administration must pre-approve all vacation requests for Support Staff employees. No more than 12 vacation days may be taken consecutively unless the Executive Director makes an exception for personal or professional emergencies.
  - C. While employed at CMTHS, there is no carryover of vacation days.
- D. Employees who are employed on a two-hundred and twenty-one (221) day annual basis shall earn vacation days as follows:
  - i. Three (3) days per year for the first five (5) years of service.
  - ii. Four (4) days per year after the completion of (5) five years of service.
  - iii. Five (5) days per year after the completion of ten (10) years of service.
- iv. The additional day will be added on the member's anniversary date of hiring as documented in the Human Resources Information System.
- E. The Director will provide each member of the Bargaining Unit with a form on which the employee may designate a beneficiary or beneficiaries to receive the value of any unused vacation leave benefits in the event that employment termination is caused by the death of the employee.
- F. When leaving employment with the intent to retire, the Employer will make a non-elective contribution to the 403(b) plan of the Employee in an amount equal to a maximum of five (5) earned, but unused vacation days. Payment for each day will be equal to 50% of the Employees per diem rate for the year in which the day was earned.

#### 6. HOLIDAYS

Annually the employer will schedule thirteen (13) holidays. If an employee is regularly scheduled to work a day on which the employer has scheduled a holiday, the employee would be paid as if the employee had worked on the holiday. Instructional aides and part-time employees do not receive holiday pay.

- 7. DISABILITY, FAMILY AND MEDICAL LEAVE
  - A. DISABILITY LEAVE

Employees who become pregnant and incur a disability as a result thereof, are entitled to the same disability leave as authorized for employees who suffer from any other type of disability. The employee may begin a disability leave at such time as their personal physician certifies that they are unable to continue employment. Use of sick leave, during this disability leave, shall be subject to the following:

- 1. The employee may use her accumulated sick leave during the period of time beginning when her personal physician certifies that she is unable to continue employment until the birth of the child, so long as the disability certified to by her personal physician continues.
- 2. The employee may use her accumulated sick leave during the five-week period immediately following delivery of the child for those days that she is unable to perform her duties because she is restricted either to a hospital or home for personal medical reasons related to the birth of a child. Request for sick leave during this five- week period immediately following delivery of the child must be accompanied by a certification from the employee's personal physician that the employee is unable to perform her duties because she was restricted to a hospital or home for personal medical reasons related to the birth of a child during the period for which sick leave is requested.
- 3. Requests for sick leave after the five-week period immediately following delivery of the child must also be accompanied by a certification from the employee's personal physician that the employee is unable to perform the duties because she is restricted to a hospital or home for personal medical reasons during the period for which sick leave is requested. This certification from the employee's personal physician must set forth in detail all the medical reasons upon which the physician has based his or her medical opinion. The Superintendent of Record, may, in his or her discretion, submit the physician's certification for sick leave after the five-week period immediately following delivery of the child to a physician appointed by the employer for review, the same as he may under any other request for sick leave during a period of an employee's disability.

## B. FAMILY AND MEDICAL LEAVE

Under the Family and Medical Leave Act of 1993, employees working at least 1,250 hours over a twelve (12) month period immediately prior to commencement of a proposed leave, and who have been employed by the employer for at least twelve (12) months prior to the commencement of the leave, are entitled to family and medical leave for:

- (a) Birth of a child or placement of a child with the employee for adoption or foster care (which leave must end within one (1) year after the birth or placement);
  - (b) A serious health condition of the employee's spouse, child, or parent; or

(c) A serious health condition that makes the employee unable to perform the employee's job.

The Act provides for leave of up to twelve (12) weeks in each twelve (12) month period beginning on the anniversary date of the employee's employment, provided that spouses employed by the employer are limited to a combined twelve (12) months of leave for the birth of a child, for placement of a child for adoption or foster care or to care for a parent who has a serious health condition.

Family and medical leave is without pay and benefits except for group health insurance provided to an employee before the employee takes a leave. Group Health Insurance will be maintained under the group health plan during the leave on the same terms as if the employee continued to work. The employee will pay the employee's share of any group health plan premiums during the leave the same as if the employee continued to work. In the event that an employee's payment is not made within thirty (30) days of the date on which it is due, the employer will cease coverage.

Employees must give thirty (30) days' notice of their need for family and medical leave where the need for the leave is foreseeable or such notice as is practical under the circumstances. If notice is not given as required, the employer will delay the leave until at least thirty (30) days after the employee gives notice of the need for such leave. Employees must provide periodic reports during leave regarding the employee status and intent to return to work.

Employees must substitute accrued paid leave for unpaid family and medical leave as follows:

- (1) Accrued paid vacation, personal leave or sick leave for medical leave for the employee's serious health conditions.
- (2) Accrued paid vacation coverage or personal leave for family medical leave for the serious health condition of a spouse, child, or parent. An employee may use up to five (5) days annually of paid sick leave for such purposes.
- (3) Accrued paid vacation or personal leave for the birth, adoption or placement in foster care of a child.

Paid leave taken by an employee will be designated as family medical leave by the employer if it is taken for a Family Medical Leave Act qualifying purpose.

Employees must provide medical certifications supporting the need for leave due to a serious health condition of the employee or an immediate family member. The employer may require a second and perhaps a third opinion regarding the need for leave due to the serious health condition. Employees must provide re-certification of medical conditions every thirty

(30) days or more frequently if required by the employer.

An employee who takes family medical leave because of the employee's own serious health condition must provide, at the conclusion of such leave, certification that he or she is able to resume work.

#### ARTICLE VIII

## **INSURANCE**

#### HOSPITALIZATION AND MEDICAL INSURANCE

If both husband and wife are employees of the employer, each is eligible for single coverage benefits hereunder and either the husband or the wife is eligible for dependent coverage hereunder, but not both are eligible for dependent coverage.

Employees who can prove to the satisfaction of the Director that they are eligible for dependency benefits under this provision of the contract and satisfy the Director that such dependents are covered under another medical insurance coverage policy and therefore elect not to accept such coverage under this contract, will receive two hundred dollars (\$200.00) per month in lieu of such coverage. If this monthly payment is increased in the collective bargaining agreement of the professional staff, such improved benefits will be granted to employees covered by this agreement.

For the term of this Agreement, the base medical insurance plan for existing Bargaining Unit Members will be the Delaware Valley Health Trust POS II plan with a 15/30/40 prescription drug plan. Joint Operating Committee contributions for the Delaware Valley Health Trust POS II with a 15/30/40 prescription drug plan will be based on a three-tiered system with the first tier consisting of Members with a base salary of less than \$30,000; the second tier consisting of Members with a base salary between \$30,000 to \$60,000; and the third tier consisting of Members with a salary of more than \$60,000. Joint Operating Committee contributions will be as follows:

	\$30,000)	alary less than	2 <sup>nd</sup> Tier (Salary between \$30,000 and \$60,000)		3 <sup>rd</sup> Tier (Salary above \$60,000)	
	J.O.C. share	re/Employee	J.O.C. sha share	re/Employee	share	re/Employee
2024-25	91.0%	9.0%	90.0%	10.0%	89.0%	11.0%
2025-26	90.0%	10.0%	89.0%	11.0%	88.0%	12.0%
2026-27	89.0%	11.0%	88.0%	12.0%	87.0%	13.0%

For the term of this Agreement, the alternate medical insurance plans for existing Bargaining Unit Members will be the Delaware Valley Health Trust POS II 10/20/70 plan with a 15/30/40 prescription drug plan and the Delaware Valley Health Trust QPOS 15/25/70 plan with a 15/30/40 prescription drug plan. Employee contributions for the Delaware Valley rust POS II

10/20/70 Plan with a 15/30/40 prescription plan will be based on a three-tiered system with the first tier consisting of Members with a base salary of less than \$30,000; the second tier consisting of Members with a base salary between \$30,000 to \$60,000; and the third tier consisting of Members with a salary of more than \$60,000. Joint Operating Committee contributions will be as follows for the Delaware Valley Health Trust POS II 10/20/70 plan with a 15/30/40 prescription drug plan plus the difference between the total premium for Delaware Valley Health Trust POS II 20/40/70 plan with a 15/30/40 prescription drug plan and Delaware Valley Health Trust POS II 10/20/70 plan with a 15/30/40 prescription drug plan:

	1st Tier (Sa	lary less than	2 <sup>nd</sup> Tier (Salary between		3 <sup>rd</sup> Tier (Salary above	
		re/Employee	J.O.C. sha	nd \$60,000) re/Employee		re/Employee
2024-25	Share 91.0%	9.0%	Share 90.0%	10.0%	Share 89.0%	11.0%
2025-26	and the second	10.0%	89.0%	11.0%	88.0%	12.0%
2026-27	89.0%	11.0%	88.0%	12.0%	87.0%	13.0%

In addition, existing employees may elect the Delaware Valley Health Trust QPOS 15/25/70 plan with a 15/30/40 prescription drug plan. Joint Operating Committee contributions for existing members electing this plan will be as follows:

	J.O.C. Share	Employee Share
2024-2025	95.0%	5.0%
2025-2026	95.0%	5.0%
2026-2027	95.0%	5.0%

For the term of this Agreement, all newly hired Bargaining Unit members who elect health insurance coverage will be offered the Delaware Valley Health Trust QPOS 15/25/70 plan with a 15/30/40 prescription drug plan only. Newly hired Bargaining Unit members must remain enrolled in this plan for the first 30 months of employment.

A Cafeteria Plan has been established under Section 125 of the Internal Revenue Code for the sole purpose of permitting co-pays made by members of the Bargaining Unit to be deducted from an employee's pay prior to the employee's taxable income being determined.

Central Montco Technical High School administration will do a detailed review of all available health plans each year prior to open enrollment.

#### PRESCRIPTION DRUG PLAN

All members of the bargaining unit will be offered a 15/30/40 prescription drug plan.

#### 3. DENTAL INSURANCE

During the term of this Agreement, the employer will pay for the cost for a basic program of dental care for employees and eligible dependents, and an individual dental rider for inlaid,

crowns, space maintainers and oral surgery with a maximum annual benefit of \$1,750 per year. If Dental Insurance benefits are improved in the collective bargaining agreement for the teacher's bargaining unit, such improved benefits will be granted to employees covered by this Agreement.

#### 4. PRESCRIPTION SAFETY GLASSES

The employer shall pay the cost of eye examinations and the associated prescribed safety lenses not covered by insurance for members of the Bargaining Unit, who by nature of their assignment are required to wear safety glasses and by nature of their handicap, as determined by an optometrist or an ophthalmologist, are required to wear prescription lenses to perform their assignment. The employer will also pay a maximum of \$100.00 toward the cost of eyeglass frames. This plan has a limit of one examination and corrective lenses every two (2) years.

#### GROUP LIFE INSURANCE

During the term of this Agreement, the employer shall pay for full cost of term life insurance in an amount equal to the employee's regular salary, which will include standard double indemnity provisions.

#### 6. DISABILITY INSURANCE

During the term of this Agreement, employer agrees to pay the cost of the premium for a disability insurance protection plan that will provide employees of the collective bargaining unit sixty-six and two-thirds (66 2/3) percent of regular salary with a waiting period of twenty (20) days. The amount received will be reduced by the amount received for disability benefits under either Pennsylvania State Employees Retirement System and/or Social Security.

Disability for mental health conditions as is set forth in the disability insurance policy is limited to two (2) years of benefits for mental health conditions.

#### WORKER'S COMPENSATION

If an employee is absent due to injury or illness in the course of his/her employment which is determined by the Bureau of Worker's Compensation to be compensable under the Pennsylvania Worker's Compensation Act, the absence will not be charged against that person's sick leave days and the Joint Operating Committee will pay the difference between his/her salary and the weekly benefits paid under the Pennsylvania Worker's Compensation Act for a period of twelve months.

#### 8. INSURANCE CONTRACTS

All insurance coverage benefits shall be subject to the terms and conditions of the applicable contracts between the employer and each insurance carrier.

#### CARRIER SUBSTITUTION

The employer may substitute insurance carriers provided the coverages satisfy the requirements of this Agreement. If a substitution is contemplated, the employer will notify the Association at least thirty (30) days in advance of such substitution, during which time the Association shall have the opportunity to offer suggestions on the proposed carrier substitution.

#### **ARTICLE IX**

## **TUITION REIMBURSEMENT**

The employer will assist employees in staff development and career training deemed appropriate by the Director. To be eligible for tuition reimbursement, an employee must first have obtained the approval of the Director for the course for which tuition reimbursement is sought, prior to the beginning of the course. Before a course is deemed appropriate for reimbursement, an employee must first submit to the Director the basis upon which the course work is related to the employee's responsibilities and skills needed to carry out the employee's job assignment and the Director must concur.

Before the Director can approve reimbursement, a request for reimbursement must be made in writing by the employee and attached to such request must be attached proof of satisfactory completion of the course and evidence of payment. Satisfactory completion means the attainment of a "C" or better. All employees covered through the collective bargaining agreement are eligible for 100% tuition reimbursement except part-time employees.

#### ARTICLE X

#### **VACANCIES AND TRANSFERS**

#### VACANCIES AND PROMOTIONS

Whenever there is a vacancy in a supervisory position for which employees may be eligible, the Director will make such opening known to employees by posting a vacancy notice on the bulletin board for which space has been reserved for the Association. Employees interested in applying for such opportunities for which they feel they are qualified shall make their request in writing to the Director. Present employees shall be given full consideration for appointment to these positions. It shall always be the goal to select the best candidate for the position, but if the Director determines that all factors are equal, the Director shall give preference to a present employee.

#### 2. TRANSFERS

Whenever there is a vacancy in an employee position covered by the Order of the Pennsylvania Labor Relations Board referred to under Article I of this Agreement, the Director shall make the opening known to employees by posting a vacancy notice on the bulletin board for which space has been reserved for Association business. Employees interested in transferring to such position shall make their request in writing to the Director. When filling a position for which a present employee has requested a transfer, full consideration shall be given to that employee along with other candidates. It shall always be the goal to select the best candidate for the position, but if the Director determines that all factors are equal, the Director shall give preference to a present employee. The Director has the authority to transfer any current employee to any position for which the Director deems the employee qualified, notwithstanding the fact that the employee has not requested a transfer to such vacancy.

#### **ARTICLE XI**

### PROBATIONARY EMPLOYEES

An employee shall be considered a probationary employee until he/she is employed for ninety (90) calendar days. The words full-time or part-time employee do not include individuals employed for a specific term, notwithstanding said term exceeds ninety (90) days. After completing a probationary period of ninety (90) days, an employee shall gain seniority status, and his/her seniority date on the seniority list shall revert to the first day of the probationary period. An employee may be discharged during his/her probationary period by the employer in its absolute discretion, and such discharge shall not become the basis for a grievance hereunder by the Association or the discharged employee for any reason. During the probationary period, any time off days must be approved by the Director.

#### ARTICLE XII

#### **ACCESS TO PERSONNEL FILES**

Upon reasonable request, employees shall be given the right to examine the personnel file applicable to them. Employees shall be given a copy of all written reprimands placed in their file and shall be given the opportunity to attach a written response. All adverse or disciplinary materials placed in an employee's personnel file shall be removed after a period of twenty-four (24) months.

#### ARTICLE XIII

#### **MEMBERSHIP DUES DEDUCTION**

The employer shall deduct bi-weekly from the salary of each employee from whom it receives an authorization to do so in a form approved by it, the amount of Association Dues stated in such authorization. A list of the employees from whom such payroll deductions are made, and the total dues so deducted shall be forwarded to the Association no later than thirty

(30) days after such deductions have been made. The employer will endeavor to show the amount of deduction on each employee's pay stub.

Upon proper authorization from the employee, the school agrees to deduct dues from Association members. The employer will begin deductions from the payroll following receipt of the employee's signed deduction authorization.

### **ARTICLE XIV**

### **SENIORITY**

Seniority is defined as the length of an employee's continuous service with the employer, subject to the provisions of Article XI. Continuous service shall be computed based on elapse time, from the date the employee was first on the payroll as a full-time or regular part-time employee, and during which time the employee's continuous service was not broken for any reason.

If a reduction in force or layoff becomes necessary, employees with the least seniority shall be laid off first, provided the Director determines that the remaining employees are able to perform all of the work the Director deems necessary to be performed. In the event laying off the least senior employee does not result in the remaining employees being capable, in the opinion of the Director, being able to perform all of the said work, the Director shall then recommend reductions and layoffs in a manner which will result in the most senior employees capable of performing all of the said work being retained.

#### ARTICLE XV

#### NO STRIKE

In return for the employer's agreement to provide a Grievance Procedure for the settling of disputes that arise under this Agreement, the Association and employees agree that for the duration of this Agreement members of the bargaining unit will not engage in a strike as that term is defined in Section 1101-A of the Public-School Code of 1949, as amended. The employer will not engage in a lockout during the duration of this Agreement.

#### ARTICLE XVI

#### EMPLOYEE GRIEVANCE PROCEDURE

The parties to this Agreement agree that an orderly and expeditious resolution of grievances is necessary, and for that purpose have provided for this Grievance Procedure. The word grievance is defined under Article 1111 of this Agreement. Grievances shall be processed as follows:

- Step 1: In the event that an employee believes that there is a basis for a grievance, he or she shall first discuss the alleged grievance with his or her immediate supervisor either personally or accompanied by his or her association representative. The purpose of such a meeting shall be to informally resolve the issue.
- Step II: If the Association is not satisfied with the results of Step I, the Association may file a written grievance within ten (10) scheduled work days from the time of the alleged grievance with the Director. The Director in consultation with the Superintendent of Record shall review the grievance, shall respond within ten (10) working days from the receipt of the grievance with a written decision in this matter.
- Step III: If the Association is not satisfied with the decision by the Director, the Association shall within ten (10) scheduled workdays from the receipt of the Director's decision submit the grievance in writing to the Chairperson of the Joint Operating Committee. The Chairperson of the Joint Operating Committee will provide for a hearing before a committee of the Joint Operating Committee appointed by him or her within thirty (30) scheduled working days. The Committee shall within ten (10) scheduled workdays of the hearing, respond with a written decision to the Association.
- Binding Arbitration If the Association is not satisfied with the decision of the Board Committee in the previous step, the Association may submit the grievance to arbitration within ten (10) scheduled workdays from the date of the decision by the Committee of the Joint Operating Committee. The arbitration hearing shall be held before an arbitrator to be mutually agreed upon by the Association and the employer. In the event agreement is not reached, the arbitrator shall be selected from the list of arbitrators to be provided by the American Arbitration Association in accordance with the rules of said Association which will likewise govern the arbitration proceedings. The employer shall pay the full cost of any charge imposed by the American Arbitration Association for providing a list of proposed arbitrators. Neither the employer nor the Association shall be permitted to assert in such arbitration proceedings any grounds which rely on any evidence not previously disclosed to the other party in the grievance procedure. The parties agree to be bound by the award of the arbitrator and further agree that the fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses shall be borne by the party requiring the testimony of such witness.

The failure of the Association to proceed to any subsequent step of the grievance procedure within the time set forth shall be deemed to be acceptance of the decision previously rendered, and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the employer in any step to communicate its decision to the Association within the specified time limit shall be deemed a denial of the grievance to permit the Association to proceed to any subsequent step. Any waiver of time limits must be in writing signed by both parties.

#### ARTICLE XVII

#### **EMPLOYER GRIEVANCES**

If the employer believes that the Association or any employee is violating the terms of this Agreement, the employer shall submit to the Association in writing the basis upon which the employer believes a grievance exists. The Association and the employer agree to meet to discuss the employer's grievance within ten (10) days of the date the Association receives notice of the employee's grievance, and the Association shall respond to the employer's grievance within ten (10) scheduled workdays from the date of such meeting. In the event the employer is not satisfied with the Association's response, the employer may submit the grievance to

(10) scheduled workdays from the date of such meeting. In the event the employer is not satisfied with the Association's response, the employer may submit the grievance to arbitration within ten (10) scheduled workdays from receipt of the decision from the Association. If the parties cannot agree on an arbitrator to hear said dispute, he or she shall be selected from a list of arbitrators provided by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses shall be borne by the party requiring the testimony of such witness.

### ARTICLE XVIII

### **DISCHARGE AND DISCIPLINE**

The employer, under appropriate conditions, shall have the right to discipline or discharge any employee. The employer shall have the right to immediately suspend, or in its discretion discharge, any employee for the following reasons:

- 1. Gross insubordination.
- 2. Participating in an unauthorized strike or walkout.
- 3. Drinking alcoholic beverages or using illegal drugs during working hours, including lunchtime, or being under the influence of alcohol or drugs during work time, including lunchtime.
- 4. Immoral conduct.

- 5. Proven theft or dishonesty.
- 6. Violations of the Public School Code under 24 P.S. 5-514.
- 7. Unprovoked assault upon an employee or an employer's representative during working hours at any place, or upon the employer's premises at anytime.
- 8. Conviction of a crime under the Pennsylvania Crimes Code.

Except for situations involving items 3 and 6 above, the Association will be given the opportunity to have one of its representatives discuss the matter with the Director prior to the discharge action being taken.

Except for the reasons listed in the first paragraph of this Article above, the employer shall give at least one written notice before suspending or discharging any employee for any infraction. Warning notices shall remain in effect for a period of twenty-four (24) months following the date on which a warning notice is issued. Copies of all warning notices and disciplinary letters will be sent to the employee and the Association.

The employee and the Association have the right to submit a written answer to any warning notice, which answer will be kept with the warning notice.

## ARTICLE XIX

## EMPLOYER PREROGATIVES

The employer hereby retains and reserves all rights and responsibilities vested in it by the laws and the Constitution of the Commonwealth of Pennsylvania and the laws and the Constitution of the United States of America. These rights and responsibilities shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the employer, standards of service, the overall budget, utilization of technology, the organizational structure and the selection and direction of personnel.

#### ARTICLE XX

#### WAGES

Employees governed by this Agreement shall be paid the wages during the term of this Agreement as follows:

1. Each member of the bargaining unit who is an employee of the employer on July 1, 2024 will receive a wage increase of 5.3%.

- Each member of the bargaining unit who is an employee of the 2. employer on July 1, 2025 will receive a wage increase of 3.85%
- Each member of the bargaining unit who is an employee of the 3. employer on July 1, 2026 will receive a wage increase of 3.25%

### NIGHT SHIFT DIFFERENTIAL

The Joint Operating Committee will pay a Shift Differential Premium to all employees whose regular daily work assignment requires them to work hours that are not within what is commonly referred to as "normal business hours". If an employee's workday begins between

the hours of 2:00 p.m. and 6:00 a.m., the employee would be eligible for a night shift differential of 50 cents per hour and will be deemed a "night shift" employee. If, at any time during the

school year, a "night shift" employee is temporarily assigned to normal business hours, the wages of that employee will be paid at the "night shift" rate.

The provision of this section shall sunset effective with the execution of this Agreement. Current employees who receive the shift differential shall be grandfathered. However, new hires shall receive the regular rate of pay, regardless of what shift they work.

### YOUTH CLUB ADVISORS

If a youth club advisor position stated in the teachers Bargaining Unit Contract becomes available because a teacher did not fill the position, such position will be offered to an ESPA member at the same compensation level that is in the teachers Bargaining Union contract.

### **EDUCATION INCENTIVE**

### **DEGREES**

Existing employees who have attained or who do attain degrees will receive a one-time stipend as follows:

Associate Degree \$300 Bachelor Degree

\$400

### **CERTIFICATIONS**

The members who have completed content area certifications will receive a one-time stipend of \$150.00 for each certification, subject to the following (see Handbook for procedures)

> 1. All certification requests must have pre-approval by the Executive Director.

- 2. Certification requires at least twenty (20) hours of instructional contact time. Members may combine certifications that require less than twenty (20) hours of instructional contact time to meet the twenty (20) minimum, provided that all certifications are in their professional and/or content area.
- 3. The stipend is a one-time payment and there is no additional stipend for recertifications or lapses in certifications.

### WORK IN A HIGHER CLASSIFICATION

Any employee assigned to cover any different job which is compensated at a higher rate of pay shall be paid that higher classification rate after three (3) days of performing the duties of any higher classification.

### **OVERTIME**

There is a recognition that sometimes schedules need to be changed due to the needs of the school and students.

- 1. Efforts will be made to schedule flex time in lieu of overtime for hours worked beyond regular scheduled times.
- 2. All overtime must be pre-approved by the Supervisor/Administrator.
- 3. Overtime will be paid according to the Fair Labor Standards Act (FSLA).
- 4. Vacation, personal bereavement and sick days are not considered working hours.

### ARTICLE XXI

### **SEVERABILITY**

If any provision of this Agreement or any application of any of its terms to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

### ARTICLE XXII

### **DURATION**

The Agreement shall become effective on the date governed by Article II hereof, and shall continue in effect until June 30,2027. This Agreement shall expire on June 30, 2027, unless extended by the parties in writing.

### **ARTICLE XXIII**

### WAIVER CLAUSE

This Agreement contains the complete agreement of the parties hereto and the parties waive further bargaining on any matters not set forth herein. This Agreement supersedes any prior agreements and/or understandings that may have existed between the employer and the employees, other than those set forth in this Agreement, including but not restricted to all previous stipulations, past practices or understandings, oral or written which occurred prior to July 1, 1994. Any future modifications, supplementation, variation or addition to this Agreement shall only be binding upon the parties if it is in writing and signed by them.

### **ARTICLE XXIV**

### RETIREMENT PAYMENT

Upon the retirement of a member of the Bargaining Unit under the Public School Employees Retirement system, the Employer will make a non-elective contribution to a tax- sheltered annuity plan created by the Employer. The amount of the contribution to be made by the Employer for the term of this Agreement shall be computed as 50% of the employee's per diem pay for unused sick leave with a maximum employer contribution of \$11,000.00. The Employer shall not make any contribution to the 403(b) Plan if the member does not have five years of employment at Central Montco Technical High School.

The Director will provide the Bargaining Unit with a form on which the employee may designate a beneficiary or beneficiaries to receive the benefit of the 403(b) contribution in the event that the unemployment termination is caused by the death of the employee

### **ARTICLE XXV**

### UNIFORMS FOR INSTRUCTIONAL AIDES

Instructional Aides employed in areas where, protective clothing or uniforms are necessary, shall receive six (6) uniforms per year, with cleaning service at the expense of the Joint Operating Committee.

### **ARTICLE XXVI**

### **APPLICABLE LAW**

This Agreement shall be interpreted under the Laws of the Commonwealth of Pennsylvania.

### **ARTICLE XXVII**

### **NON-DISCRIMINATION**

The parties agree that they will not discriminate against any Employee because of age, sex, sexual orientation, race, color, creed, national origin, religion, union activity, marital status or disability.

IN WITNESS WHEREOF, the Joint Operating Committee has caused this Agreement to be signed by its Chairperson and Secretary, and the Association has caused this Agreement to be signed by its President and Secretary, on the day of , 2024.

CENTRAL MONTGOMERY COUNTY TECHNICAL SCHOOL	CENTRAL MONTGOMERY COUNTY TECHNICAL SCHOOL EDUCATIONAL ASSOC (ESPA, PSEA/NEA)
CHAIRPERSON	PRESIDENT
SECRETARY	SECRETARY

# Central Montco Technical High School 2024-2025



March 5, 2024

Proposed Budget

# CENTRAL MONTCO TECHNICAL HIGH SCHOOL

2024/2025 THREE YEAR AVERAGE DAILY MEMBERSHIP FOR BILLING PURPOSES

## CENTRAL MONTCO TECHNICAL HIGH SCHOOL INDIVIDUAL MEMBER DISTRICT COSTS BASED ON THREE YEAR AVERAGE ENROLLMENT FISCAL YEAR 2024/2025

				(1)	(1)	
4.28%	\$284,280	\$6,642,985	\$6,927,265	100.00%	801.2930	Totals
23.30%	\$286,819	\$1,230,945	\$1,517,764	21.91%	175.5897	Upper Merion
-6.38%	-\$240,538	\$3,767,901	\$3,527,363	50.92%	408.0055	Norristown
14.48%	\$237,999	\$1,644,139	\$1,882,138	27.17%	217.6978	Colonial
% Change From 2023/2024	Increase (Decrease) From 2023/2024	Estimated Share of Expenses 2023/2024	Estimated Share of Expenses 2024/2025	3 Year Average Enrollment %'s	3 Year Average Enrollments ADM's	<u>DISTRICT</u>

(1)SEE COMPUTATIONS BELOW.

	Totals	Upper Merion	Norristown	Colonial	DISTRICT
	760.8791	157.7692	396.0165	207.0934	<u>2021/2022 SCHOOL YEAR</u> <u>ADM</u>
	100.00%	20.74%	52.05%	27.22%	<u>)LYEAR</u> <u>%</u>
	821.0000	167.0000	430.0000	224.0000	2022/2023 SCHOOL YEAR <u>ADM</u>
	100.00%	20.34%	52.38%	27.28%	L YEAR %
	822.0000	202.0000	398.0000	222.0000	2023/2024 SCHOOL YEAR ADM
	100.00%	24.57%	48.42%	27.01%	LYEAR <u>%</u>
	2403.8791	526.7692	1224.0165	653.0934	TOTAL ADM
00000	801.2930	175.5897	408.0055	217.6978	<u>AVERAGE</u> <u>ADM</u>
10070	100%	21.91%	50.92%	27.17%	AVERAGE <u>%</u>

NOTE:
This schedule does not include Nonmember School District information since they will be billed on a tuition basis using actual enrollment for the 2023/2024 school year

							(1)	
-0.43%	-\$33,356	\$7,732,611	\$7,699,255	\$87,464	\$7,611,791	\$684,526	\$6,927,265	Totals
29.17%	\$520,464	\$1,784,403	\$2,304,867	\$558,950	\$1,745,917	\$228,153	\$1,517,764	Upper Merion
-17.309	-\$616,138	\$3,561,022	\$2,944,884	(\$810,700)	\$3,755,584	\$228,221	\$3,527,363	Norristown
2.61%	\$62,319	\$2,387,186	\$2,449,505	\$339,214	\$2,110,291	\$228,153	\$1,882,138	Colonial
<u>%</u> <u>Change</u>	Difference	Net Due For 2023/2024	Net Due Eor 2024/2025	2022/2023 Billing Adjustment	Total Due For General Fund Budget 2024/2025	Estimated Share of New Debt Service 2024/2025	Estimated Share of Expenses 2024/2025	DISTRICT

<sup>(1)</sup> Based on three year average enrollment. See computations on page 3.(2) Based on agreed upon %'s for renovation project as follows:

Colonial 33.33%

Norristown 33.34%

Total	Upper Merion	Norristown
100.00%	33.33%	33.34%

### CENTRAL MONTCO TECHNICAL HIGH SCHOOOL SUMMARY OF ESTIMATED GENERAL FUND REVENUE FISCAL YEAR 2024/2025

		8521 8660	8000		7220 7509 7810 7820	7000		6510 6520 6740 6910 6943 6943 6943 6944 6949 6949	ACCOUNT CODE
TOTAL-ALL FUNCTIONS	TOTAL-FEDERAL SOURCES	PERKINS OTHER FEDERAL GRANTS	FEDERAL SOURCES	TOTAL-STATE SOURCES	VOCATIONAL ED. SUBSIDY EQUIPMENT GRANTS SOCIAL SECURITY RETIREMENT	<u>STATE SOURCES</u>	TOTAL-LOCAL SOURCES	EARNINGS FROM INVESTMENTS CAFETERIA SALES FEES REVENUE FACILITY RENTAL TUITION- ADULT IN DAY DUAL ENROLLMENT TUITION TRANSITION TO CAREER TUITION SUMMER PROGRAM TUITION MEMBER DISTRICT CONTRIBUTIONS TUITION-NONMEMBER DISTRICTS DRIVER'S ED./CHILDCARE PRODUCTION CONTROL	ACCOUNT DESCRIPTION
11,533,600.66	857,517.66	404,754.00 452,763.66		2,055,911.00	856,911.00 175,000.00 181,000.00 843,000.00		8,620,172.00	5,000.00 0.00 0.00 10,000.00 0.00 1,000.00 0,000.00 10,000.00 7,732,611.00 839,761.00 1,800.00 20,000.00	2023/2024 CURRENT YEAR ESTIMATE
11,497,047.00	580,000.00	280,000.00 300,000.00		1,914,955.00	850,000.00 40,000.00 181,500.00 843,455.00		9,002,092.00	5,000.00 0.00 0.00 12,000.00 0.00 1,000.00 0.00 2,000.00 8,245,592.00 714,700.00 1,800.00 20,000.00	2023/2024 CURRENT YEAR BUDGET
11,051,027.00	650,000.00	400,000.00 250,000.00		2,028,986.00	900,000.00 100,000.00 189,452.00 839,534.00		8,372,041.00	5,000.00 0.00 0.00 5,000.00 0.00 1,000.00 0.00 7,611,791.00 721,750.00 500.00 20,000.00	2024/2025 PROPOSED BUDGET
(446,020.00)	70,000.00	120,000.00 (50,000.00)		114,031.00	50,000.00 60,000.00 7,952.00 (3,921.00)		(630,051.00)	0.00 0.00 (7,000.00) 0.00 0.00 0.00 0.00 5,000.00 (633,801.00) 7,050.00 (1,300.00) 0.00	BUDGET TO BUDGET DIFFERENCE
-3.88%	12.07%	42.86% -16.67%		5.95%	5.88% 150.00% 4.38% -0.46%		-7.00%	0.00% 0.00% N/A -58.33% N/A 0.00% -7.69% -7.69% -72.22% 0.00%	BUDGET TO BUDGET % DIFFERENCE

### Central Montco Technical High School 2024/2025 GENERAL FUND EXPENDITURE BUDGET EXPENDITURE SUMMARY BY FUNCTION

<u>Function</u>	Budget 2023/2024	Budget <u>2024/2025</u>	Budget <u>Difference</u>	Percentage
1310 - Landscaping & Design	183,059.00	185,224.00	2,165.00	1.18%
1330 - Healthcare Science	331,826.00	357,184.00	25,358.00	7.64%
1331- Exercise Science	135,606.00	141,928.00	6,322.00	4.66%
1332- Allied Health	188,324.00	202,158.00	13,834.00	7.35%
1340 - Culinary Arts Education	710,005.00	657,504.00	(52,501.00)	-7.39%
1342- Early Childhood Education	264,792.00	284,416.00	19,624.00	7.41%
1360- Networking	270,950.00	291,073.00	20,123.00	7.41%
1370 - Technical Education	97,936.00	178,317.00	80,381.00	82.08%
1380 - Trade/Industrial Education	2,672,228.00	2,845,183.00	172,955.00	6.47%
1388 - Production Control	19,182.00	19,174.00	(8.00)	-0.04%
1390 - Perkins	287,297.00	330,093.00	42,796.00	14.90%
1420- Summer Program	14,873.00	14,863.00	(10.00)	-0.07%
2122 - Counseling Services	877,162.00	991,565.00	114,403.00	13.04%
2124- Information Services	321,543.00	301,835.00	(19,708.00)	-6.13%
2126- Job Placement	104,914.00	20,780.00	(84,134.00)	-80.19%
2130- Attendance	109,587.00	113,013.00	3,426.00	3.13%
2310- Board	5,500.00	5,500.00	-,	0.00%
2350- Legal	25,000.00	25,000.00	A_	0.00%
2300 - Administrative Services	824,868.00	911,745.00	86,877.00	10.53%
2400 - Nursing Services	129,244.00	136,144.00	6,900.00	5.34%
2500 - Business Services	375,592.00	407,886.00	32,294.00	8.60%
2600 - Operations/Maintenance	1,252,262.00	1,248,288.00	(3,974.00)	-0.32%
2660 - Safety & Security Services	140,931.00	147,329.00	6,398.00	4.54%
2800 - System Wide Technology Svcs	271,305.00	261,480.00	(9,825.00)	-3.62%
3200 - Student Activities	68,752.00	77,117.00	8,365.00	12.17%
3300- Community Services	10,000.00	10,000.00	-	0.00%
5200- Fund Transfer	1,754,309.00	836,228.00	(918,081.00)	-52.33%
5900- Reserve	50,000.00	50,000.00	-	0.00%
Total Expenditures	11,497,047.00	11,051,027.00	(446,020.00)	-3.88%

CENTRAL MONTCO TECHNICAL HIGH SCHOOL DETAILED LISTING OF EXPENDITURES FOR FISCAL YEAR 2024/2025

1000-000 INSTRUC	TION	CURRENT YEAR ESTIMATE	CURRENT YEAR BUDGET	2024/2025 PROPOSED BUDGET	BUDGET TO BUDGET DIFFERENCE	BUDGET TO BUDGET % DIFFEREN
	CATION PROGRAMS:				<u>DITT ENCENCE</u>	76 DIFFEREN
1300-100	SALARIES	2,800,269.00	2,800,269.00	2,965,838.00	405 500 00	
1300-200 1300-300	BENEFITS PURCHASED PROF. & TECHNICAL SERVICES	2,027,836.00	2,027,836.00	2,195,216.00	165,569.00 167,380.00	5.9 8.2
1300-400 1300-500	PURCHASED PROPERTY SERVICES	750.00 17,450.00	750.00 17,450.00	19,250.00	(750.00)	-100.0
1300-600	OTHER PURCHASED SERVICES SUPPLIES	9,100.00	9,100.00	7,300.00	1,800.00 (1,800.00)	10.3 -19.7
1300-700	PROPERTY ** TOTAL- VOCATIONAL EDUCATION PROGRAMS	214,700.00 91,100.00	214,700.00 91,100.00	217,450.00 87,200.00	2,750.00 (3,900.00)	1.2
		5,161,205.00	5,161,205.00	5,492,254.00	331,049.00	-4.2 6.4
OTHER INSTRUCTION 1400-100	ONAL PROGRAMS: SALARIES	10,500,00	40 500 00			
1400-200 1400-500	BENEFITS OTHER PURCHASED SERVICES	4,373.00	10,500.00 4,373.00	10,500.00 4.363.00	(10.00)	0.0
1400-600	SUPPLIES	-	4	-	- (10.00)	-0.2 N/A
1400-800	OTHER OBJECTS **TOTAL- OTHER INSTRUCTIONAL PROGRAMS	-	-	-		N/A N/A
		14,873.00	14,873.00	14,863.00	(10.00)	-0.0
	** TOTAL- INSTRUCTION	5,176,078.00	5,176,078.00	5,507,117.00	331,039.00	6.4
2000-000 SUPPORT	SERVICES					
PUPIL PERSONNEL						
2100-100 2100-200	SALARIES BENEFITS	837,242.00	837,242.00	869,738.00	32,496.00	3.8
2100-300	PURCHASED PROF. & TECHNICAL SERVICES	551,714.00	551,714.00 -	535,255.00	(16,459.00)	-2.9
2100-500 2100-600	OTHER PURCHASED SERVICES SUPPLIES	3,500.00	3,500.00	2,000.00	(1,500.00)	N/A -42.8
2100-700 2100-800	PROPERTY DUES & FEES	20,750.00	20,750.00	20,000.00	(750.00)	-3.6 N/A
2100-000	* * TOTAL- PUPIL PERSONNEL	1,413,206.00	1,413,206.00	200.00 1,427,193.00	200.00	
DMINISTRATION:		.,	1,413,200.00	1,427,193.00	13,987.00	0.9
2300-100	SALARIES	474,952.00	474.952.00	499,115.00	24 402 00	-
2300-200 2300-300	BENEFITS PURCHASED PROF. & TECHNICAL SERVICES	317,166.00	317,166.00	337,880.00	24,163.00 20,714.00	5.0 6.5
2300-400 2300-500	PURCHASED PROPERTY SERVICES	37,000.00	37,000.00	67,500.00	30,500.00	82.4 N/A
2300-600	OTHER PURCHASED SERVICES SUPPLIES	15,000.00 10,000.00	15,000.00 10,000.00	14,000.00	(1,000.00)	-6.6
2300-700 2300-800	PROPERTY OTHER OBJECTS	-		22,500.00	12,500.00	125.0 N/A
	* * TOTAL- ADMINISTRATION	1,250.00 855,368.00	1,250.00 855,368.00	1,250.00 942,245.00		0.0
UBLIC HEALTH:			323/300:00	342,243.00	86,877.00	10.1
2400-100 2400-200	SALARIES BENEFITS	72,049.00	72,049.00	75,974.00	3,925.00	5.4
2400-500	OTHER PURCHASED SERVICES	52,195.00	52,195.00	55,170.00	2,975.00	5.7
2400-600 2400-700	SUPPLIES PROPERTY	5,000.00	5,000.00	5,000.00		N/A 0.0
	* * TOTAL- PUBLIC HEALTH	129,244.00	129,244.00	136,144.00	6,900.00	N/A
USINESS:				100,144.00	0,900.00	5.3
2500-100 2500-200	SALARIES BENEFITS	197,917.00	197,917.00	210,363.00	12,446.00	6.2
2500-300	PURCHASED PROF. & TECHNICAL SERVICES	122,165.00 52,010.00	122,165.00 52,010.00	134,023.00	11,858.00	9.7
2500-400 2500-500	PURCHASED PROPERTY SERVICES OTHER PURCHASED SERVICES	-	-	60,000.00	7,990.00	15.3 N/A
2500-600	SUPPLIES	2,500.00	2,500.00	2,500.00	150	0.0
2500-700 2500-800	PROPERTY OTHER OBJECTS	1,000.00	-	-	-	N/A N/A
	** TOTAL- BUSINESS	375,592.00	1,000.00 375,592.00	1,000.00 407,886.00	32,294.00	0.0 8.6
PERATION & MAIN	T. OF PLANT SERVICES:					0.00
2600-100 2600-200	SALARIES BENEFITS	453,808.00	453,808.00	381,688.00	(72,120.00)	-15.8
2600-400	PURCHASED PROPERTY SERVICES	338,885.00 363,000.00	338,885.00 363,000.00	290,429.00 464,000.00	(48,456.00) 101,000.00	-14.3
2600-500 2600-600	OTHER PURCHASED SERVICES SUPPLIES	141,000.00	141,000.00	155,000.00	14,000.00	27.82 9.93
2600-700	PROPERTY	96,500.00	96,500.00	104,500.00	8,000.00	8.29 0.00
	** TOTAL- OPERATION & MAINT. OF PLANT SVCES.	1,393,193.00	1,393,193.00	1,395,617.00	2,424.00	0.00
CHOOL WIDE TECH 2800-100	INOLOGY SERVICES SALARIES					
2800-200	BENEFITS	79,765.00 48,630.00	79,765.00 48,630.00	65,290.00 41,790.00	(14,475.00)	-18.1
2800-400 2800-500	PURCHASED PROPERTY SERVICES OTHER PURCHASED SERVICES	133,010.00	133,010.00	145,000.00	(6,840.00) 11,990.00	-14.0° 9.0
2800-600 2800-700	SUPPLIES PROPERTY	2,900.00 7,000.00	2,900.00 7,000.00	2,400.00 7,000.00	(500.00)	-17.24 0.00
2000-700	** TOTAL- SCHOOL WIDE TECH. SVCES.	271,305.00	271,305.00	261,480.00	(0.005.00)	N/A
	** TOTAL-SUPPORT SERVICES				(9,825.00)	-3.62
00-000 OPERATION	NOF NON-INSTRUCTIONAL SERVICES	4,437,908.00	4,437,908.00	4,570,565.00	132,657.00	2.99
UDENT ACTIVITIES 3200-100	SALARIES	35 000 00	05.555			
3200-200 3200-500	BENEFITS	35,000.00 6,252.00	35,000.00 6,252.00	35,000.00 14,617.00	8,365.00	0.00
3200-600	OTHER PURCHASED SERVICES SUPPLIES	20,000.00 5,000.00	20,000.00	20,000.00	5,363.00	133.80 0.00
3300-800	OTHER OBJECTS	2,500.00	5,000.00 2,500.00	5,000.00 2,500.00		0.00
	* * TOTAL- STUDENT ACTIVITIES	68,752.00	68,752.00	77,117.00	8,365.00	N/A 12.17

3300-600	SUPPLIES **TOTAL- COMMUNITY SERVICES	10,000.00 10,000.00	10,000.00 10,000.00	10,000.00 10,000.00		0.00%
	* * TOTAL- OPERATION OF NON-INSTRUCT, SVCES.	78,752.00	78,752.00	87,117.00	0.005.00	0.00%
5000-000 OTHER FIN	ANCING USES			07,117.00	8,365.00	10.62%
<u>FUND TRANSFERS:</u> 5200-900 5200-900	TRANSFER TO CAPITAL RESERVE FUND TRANSFER TO DEBT SERVICE FUND * TOTAL- FUND TRANSFERS	151,702.00 1,602,607.00 1,754,309.00	151,702.00 1,602,607.00 1,754,309.00	151,702.00 684,526.00 836,228.00	(918,081.00) (918,081.00)	0.00% -57.29% -52.33%
<b>BUDGETARY RESER</b>	VE:				(010,001.00)	-32.33%
5900-100 5900-200 5900-300 5900-400 5900-500 5900-600 5900-700 5900-800	SALARIES BENEFITS PURCHASED PROF. & TECHNICAL SERVICES PURCHASED PROPERTY SERVICES OTHER PURCHASED SERVICES SUPPLIES PROPERTY OTHER OBJECTS ** TOTAL- BUDGETARY RESERVE	50,000.00 - - - - - - - - 50,000.00	50,000.00 - - - - - - - 50,000.00	50,000.00 - - - - - - - - - - - - - -		N/A 0.00% N/A N/A N/A N/A N/A N/A 0.00%
	** TOTAL- OTHER FINANCING SOURCES	1,804,309.00	1,804,309.00	886,228,00		
	****** GENERAL FUND TOTAL	11,497,047.00	11,497,047.00	11,051,027.00	(918,081.00)	-50.88% -3.88%

<b>Instructional Staff</b>	Step 23-24	23-24 Salary	Step 24-25	24-25 Salary	Current Enrollment
Allied Health	H-10	100,298.00	H-11	106,482.00	
Auto	A-7	60,975.00	A-8	64,917.00	17
Auto	A-8	62,988.00	A-9	67,273.00	105
Baking & Pastry	A-7	61,154.00	A-8	64,917.00	F2
<b>Building Trades</b>	E-13	101,044.00	F-14	114,088.00	53 118
<b>Building Trades</b>	B-12	77,199.00	B-13	85,882.00	110
Building Trades	A-8	62,998.00	A-9	67,273.00	
Collison Repair	B-11	77,702.00	B-12	82,751.00	F2
Cosmetology	D-14	95,747.00	D-14	98,714.00	52
Cosmetology	C-13	87,856.00	D-14	98,714.00	105
Counselor	E-13	98,768.00	E-14	109,152.00	
Counselor	G-12	103,233.00	G-13	109,997.00	
Culinary	E-1-14	108,280.00	E-1-14	111,620.00	81
Culinary	F-14	110,675.00	F-14	114,088.00	01
ECE	F-13	103,319.00	F-14	114,088.00	45
Exercise Science	A-8	62,988.00	A-9	67,273.00	45 17
Healthcare Sciences	A-5	57,059.00	A-6	60,785.00	91
Healthcare Sciences	A-9	65,276.00	A-10	69,646.00	91
Job Placement	H-14	117,572.00	H-14	121,199.00	14
ELD Coordinator	G-11	100,225.00	G-12	106,395.00	14
Landscaping	H-14	117,572.00	H-14	121,199.00	29
Networking	F-14	110,675.00	F-14	114,088.00	35
Public Safety	H-12	106,395.00	H-13	113,286.00	26
Senior Seminar	F-14	110,675.00	F-14	114,088.00	321
Spec. Ed	F-14	110,675.00	F-14	114,088.00	321
Spec.Ed	E-12	95,390.00	E-13	101,787.00	
Teacher Academy	H-14	117,572.00	H-14	121,199.00	4
Transition to Career	G-13	106,729.00	G-14	117,861.00	3
Video, Sound, Music	H-14	117,572.00	H-14	121,199.00	69
Video, Sound, Music	A-6	58,977.00	A-7	62,844.00	09
Vis. Comm	H-14	117,572.00	H-14	121,199.00	38