



JOINT OPERATING COMMITTEE MEETING

February 7, 2024

6:30 P.M.

MINUTES

This meeting was called to order by Chris Epstein, JOC Chairperson at 6:31p.m. The Pledge of Allegiance was recited.

PRESENT: Troy Chiddick
Phil Daniels
Chris Epstein
Alice Hope - Virtual
Chris Jaramillo - Virtual
Beth Patruno
Maggie Philips, Esq.
William Winchester

ALSO PRESENT: Chris Dormer, Superintendent of Record – Virtual
Mark Fitzgerald, Solicitor – Virtual
Dr. Angela King, Executive Director
James Brunken, Assistant Director
Dana Johnson, Supervisor of Daily Operations
Tamara Darden, Supervisor of Business Operations
Thomas Thompson, Supervisor of Technology
Jessica Titus, J.O.C Secretary

ABSENT: Ingrid Parker

PUBLIC COMMENT: None

STAFF PRESENTATION: Kathy Slattery

Ms. Slattery provided an overview of the addition of the Entrepreneurship for the Senior Seminar students. This project was started as if it were a pilot program and we started with a survey to see who was interested in starting their own business. Students were able to create a business model. After doing some research, Kathy was able to find some great resources that could be available to students after graduation as a resource. The next is for the program instructors to continue the conversation as it pertains to their industry.

Mr. Winchester – Did you bring in any guest speakers? Ms. Slattery – We will work towards that for next year. We have also discussed a Shark Tank idea.

Ms. Epstein – PWS has a class that does a similar project to Shark Tank. If you are interested, I can share the name and contact information? Ms. Slattery – Yes, please.

APPROVAL OF MINUTES

MOTION: 1. To approve the following minutes for the February 7, 2024, J.O.C. meeting.

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

TREASURER’S REPORT

MOTION: 2. To approve the following items of the November 30, 2023, Treasurer’s Report:
a. Pages 1 through 11 for file and audit.

To approve General Fund Disbursements for December 31, 2023.

a. Check #12816 through #12900, ACH Payments and electronic transfers in the Amount of \$1,178,046.74 (Page 13).

To approve the following items of the December 31, 2023, Treasurer’s Report:

a. Pages 1 through 11 for file and audit.

To approve General Fund Disbursements for January 31, 2024.

b. Check #12901 through #12993, ACH Payments and electronic transfers in the Amount of \$678,009.72 (Page 13).

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

DIRECTOR’S REPORT

3. Recommend approval of Vincent Johnson’s resignation as of January 10, 2024. (Attachment #1)
4. Recommend approval of James Brunken as the Countywide Safety Representative for Central Montco Technical High School.
5. Recommend increase in salary for the following employee:

Erika DiIenno, Cosmetology Instructor C-13 to E-13
(Earned VOC II, plus 30)

4. Recommend approval of Alexander Minnick to attend an Automotive Instructor Workshop at Automotive Training Center (ATC) on March 6, 2024, at no cost to CMTHS. (Attachment #2)
5. Recommend approval of Montgomery County Intermediate Unit Service Agreement for network and systems service, for \$2,100.00 over the course of 12 months. (Attachment #2)
6. Recommend approval of the Collision Repair students to attend a field experience on February 15, 2024, to Kennedy's Automotive Group in Warminster. Sponsored by the Automotive Training Center (ATC), no cost the students. (Attachment #3)
7. Recommend approval of the Teacher Academy students to attend a field experience on February 15, 2024, to Upper Merion High School to work with the DVCEE High School Leadership Institute on EIB strategies and awareness. No cost to the students. (Attachment #4)
8. Recommend approval of the Teacher Academy students to attend a field experience on March 3, 2024, to the Fabric Workshop and Museum in Philadelphia. Students to pay \$14.00 for the tour and activity. (Attachment #5)
9. Recommend approval of the Public Safety students to attend a field experience on March 11, 2024, to Fort Indian Gap National Guard Training Center. No cost to the students. (Attachment #6)
10. Recommend approval of the Teacher Academy students to attend a field experience on April 19, 2024, to the Educators Rising Competition and Conference at Millersville University. No cost to the students. (Attachment #7)
11. Recommend approval of the Teacher Academy students to attend a field experience on April 19, 2024, to the Educators Rising Competition and Conference at Millersville University. No cost to the students. (Attachment #7)

Above motion #3 through #8 was moved by Mr. Daniels and seconded by Mrs. Fatruno.
Membership Polled. All in Favor. Motion Carried.

ADMINISTRATIVE REPORTS

James Brunken, Assistant Director

We will be celebrating our Students of the Quarter, Marking Period 2, with breakfast and lunch. We have just completed our 339 Review. It was a huge undertaking and was a team effort to support the audit. Our Admissions Team has been busy promoting CMTHS with tours, career cafés, shadows, course selection events, and sending school announcements. We will be celebrating CTE (Career & Technical Education) month, with door decorating, music, staff shout

outs, and fun swag. CMTHS will be hosting the NTHS Induction Ceremony on February 22, at 7:00 p.m. NOCTI for Seniors will be in March, this will be written and performance-based assessments. Our Juniors will be taking the Pre-NOCTI to gage their knowledge before senior year.

Dana Johnson, Supervisor of Daily Operations

Mr. Vincent Johnson was here for 23 years. I would like to thank him for his hard work and dedication. Mr. Johnson relied on public transportation to get to CMTHS every day for his second shift. For 23 years he always arrived with a smile.

SOLICITOR’S REPORT: Nothing at this time.

SUPERINTENDENT OF RECORD: Mr. Dormer: Governor Shapiro addressed the budget yesterday with a focus on Special Education, Safety, and Dual Enrollment.

COMMITTEE REPORTS

- A. Curriculum – Nothing at this time
- B. Finance – Nothing at this time
- C. Facilities – Nothing at this time
- D. Policy – Nothing at this time
- E. Personnel – Nothing at this time

11. Old Business – Nothing at this time.

12. New Business – Mrs. Patruno: I have questions about Colonial School District owing money to CMTHS. Can someone please explain. My board has encouraged me to ask questions because we do not understand why we owe.

Mrs. Philips – The budget is based on an estimated number of students over three years. This information is in the Articles of Agreement. We have only learned of the audit outcome. This still needs to be discussed by the Finance Committee, the Districts and the Business Managers.

Mr. Chiddick – Is it safe to say that this was not an error?

Mrs. Philips – This is not an error; it is a reconciliation.

Meeting adjourned at 7:21 p.m.

Respectfully submitted,

Jessica Titus
Secretary

January 30, 2024

Vincent Johnson
2827 N 27th St.
Philadelphia, PA 19132

Mr. Johnson,

This letter is to inform you of Central Montco Technical High School's acceptance of your resignation as of January 10, 2024. Your resignation will be approved February 7th at Central Montco's next board meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Tamara Darden". The signature is written in a cursive style with a large, prominent "D" at the end.

Tamara Darden
Supervisor of Business Operations

Professional Improvement Conference/Workshop Request Form

Name of Conference/Workshop

Place and Date of Conference/Workshop

Program/
Purpose:

Attendees:

Cost not to exceed:

Registration:

Lodging:

Transportation:

Meals:

Other (Describe):

Total:

Source of Funding: Budgeted General Funds: \$

Grant: Amount: \$

Submitted by:

Supervisor's Approval:

Director's Approval:



FIELD TRIP REQUEST FORM

Return completed form to the Director's Office. All Field Trips require J.O.C. approval.

Request form must be submitted four (4) weeks prior to the event.

Today's Date: 1/20/24 Date of Trip: 2/15/24 Instructor making request: Dr. Broderick

Destination: Upper Merion High School -DVCEE High School Leadership Institute
465 Crossfield Road, KOP, 19406

Destination address:

Destination Telephone # and Contact Person: Tomea Sippio Smith

Names of Chaperones: Substtute Needed? No. students participating: 10

Dr. Broderick Mrs. Baranek Session: A.M. P.M. Both

Substtute Needed? Yes No Yes No

Leave 7:45 Return 2:15

Transportation: School Van School Bus Chartered Bus Airline

Describe how students are selected for participation:

Students who participate in CMTHS' Educators Rising club are invited to participate. Additionally, the EIB team will select students who demonstrate leadership qualities and are interested in participating in the Student Equity club.

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

DVCEE High School Leadership Institute is a yearly conference aimed at helping youth develop as leaders in their community. This year's theme is "Chase your Dreams."

Source of Funding:

Budgeted General Funds \$ n/a Youth Club Fund Raising \$ n/a
FREE EVENT Grant \$ n/a Individual Class Account \$ n/a

Instructor's Signature D. Broderick

Supervisor's Signature [Signature]

Director's Signature [Signature]

J.O.C. Approval Date

Permission Slips Given to Instructor: Date: Date Returned:

Bus: Date Ordered:

Contact Person: Cost:

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

Today's Date: 1/22/24 Date of Trip: 3/6/24 Instructor making request: Dr. Broderick

Destination: The Fabric Workshop & Museum
1214 Arch Street, Philadelphia, PA

Destination address: _____

Destination Telephone # and Contact Person: Christina Roberts: 610-909-3143

Names of Chaperones: _____ Substitute Needed? _____ No. students participating:
 Dr. Broderick Yes No Session: A.M. P.M. Both

_____ Yes No
 School Van or Regional Rail Yes No Leave Return

Transportation: School Van School Bus Chartered Bus Airline

Describe how students are selected for participation:

All Teacher Academy students are invited to participate.

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

Students will participate in a museum tour and hands-on studio activity. Purpose: Students have been exposed to arts-integration within the TA program. This field trip is an application of of this TA goal. Students will view the current exhibit and then will work with museum staff to create an arts-integrated lesson, and then they will learn how to silk-screen print.

Source of Funding: Students will pay \$15 for the tour/activity.

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

Dr. Broderick
 Instructor's Signature *Debora Broderick*

JK
 Supervisor's Signature

Director's Signature *Angela*

J.O.C. Approval Date _____

Permission Slips Given to Instructor: _____ Date: _____ Date Returned: _____

Bus: _____ Date Ordered: _____

Contact Person: _____ Cost: _____

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

Today's Date: 1.30.2024 Date of Trip: MARCH 2024 Instructor making request: J. Renzi

Destination: Fort Indiantown Gap National Guard Training Center

Destination address: Fisher and Clement Ave., Fort Indiantown Gap, Annville, PA 17038

Destination Telephone # and Contact Person: SSGT Tyler Feight, tyler.s.feight.mil@army.mil, 215-880-4659.

Names of Chaperones: _____ Substitute Needed? _____ No. students participating:

Joe Renzi Yes No Session: A.M. P.M. Both

SSGT. FEIGHT Yes No

SSGT ERVIN Yes No Leave Return

Transportation: School Van School Bus Chartered Bus Airline

Describe how students are selected for participation:

The entire Public Safety program in eligible for the trip.

 March 11 or 12, 2024

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

The National Guard will trade our students on the cutting edge Use of Force simulator and related technology. This training aligns with my Use of Force Tasks of my curriculum. It will also expose the students to career options after High School. There will also be leadership and team-building activities.

 The Guard will also provide a tour of the National Guard Aviation Wing of the base.

 THIS TRIP IS 100% FUNDED BY THE NATIONAL GUARD. THEY ARE PROVIDING TRANSPORTATION AND LUNCH FOR THE STUDENTS. STUDENTS WILL NEED TO PROVIDE THEIR OWN TRANSPORTATION TO AND CRIM CMTHS.

Source of Funding:

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

Joseph Renzi
 Instructor's Signature

Supervisor's Signature

[Signature]
 Director's Signature

 J.O.C. Approval Date

Permission Slips Given to Instructor: _____ Date: Date Returned:

Bus: Date Ordered:

Contact Person: Cost:



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

Today's Date: 1/22/24 Date of Trip: 4/19/24 Instructor making request: Dr. Broderick

Destination: Educators Rising Millersville University PA

Destination address: 40 Dilworth Rd. Millersville Pa

Destination Telephone # and Contact Person: Dr. Chris Clayton (949) 842-1476

Names of Chaperones: Substitute Needed? No. students participating: 7

Dr. Broderick [] Yes [X] No Session: [X] A.M. [] P.M. [] Both

[] Yes [] No

[] Yes [] No

Leave 8AM Return 4PM

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

Describe how students are selected for participation:

Students who participate in CMTHS Educators Rising are invited to attend.

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

As the faculty advisor for Educators Rising, I am preparing students to compete in lesson planning, Educators Rising Moment speech & group project. The day will give students opportunities to connect, networking with peers and participate in conference sessions. This trip is FREE to attend.

Source of Funding:

Budgeted General Funds \$ n/a

Youth Club Fund Raising \$ n/a

Grant \$ n/a

Individual Class Account \$ n/a

Debora Broderick

Handwritten signature

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: []

FACILITY UTILIZATION AGREEMENT

THIS AGREEMENT, made this 22 day of January, 2024, by and between the **CENTRAL MONTCO TECHNICAL HIGH SCHOOL**, a public vocational-technical school organized under the Pennsylvania Public School Code, as amended, with administrative offices located at 821 Plymouth Road, Plymouth Meeting, Pennsylvania 19264 (hereinafter referred to as "School"),

A N D

CREATE-A-COOK, LLC, a cooking school with its principal place of business located at 150 Carters Mill Rd, Trevose, Pennsylvania 19053, (hereinafter referred to as "Create").

W I T N E S S E T H:

WHEREAS, Create offers a seven week summer program that introduces culinary arts and baking and pastry arts to 8 to 17 year old students; and

WHEREAS, the School is agreeable to allowing Create to use the School's facilities to hold their summer program.

NOW, THEREFORE, in consideration of the mutual covenants to be performed, the parties hereto agree as follows:

1. **TERM.** _____ The term of this Agreement shall be from **June 24, 2024** through **August 9, 2024**,

2. **PURPOSE.** Create shall use the School's facilities for the following purpose, and for no other:

- (a) the Create-a-Cook Summer Cooking Program.

3. Create has requested and the School has agreed to allow Create to use the following:

- a) A Kitchen;
- b) Kitchen equipment; and
- c) Classroom tables.

4. CREATE'S OBLIGATIONS.

a) Create will pay the School a facility use fee in the amount of THREE THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS AND ZERO CENTS (\$3,738.00) for use of the School's facility.

b) Create shall not use, access or enter upon any portions of the school facilities or their contents not specified in the approved written request form.

c) Create shall refrain from any conduct or activities not specifically identified in the approved written request form.

d) When advertising or promoting activities held at school facilities, Create shall clearly communicate that the activities are not being sponsored by the School.

e) Create accepts liability for any damage to or loss of equipment while in their use.

5. Create may not assign this Agreement without prior written approval of the School.

6. Create acknowledges that the use of the facilities subject to this Agreement is of substantial benefit to Create, and in consideration of School's agreement to allow Create use of the facilities, Create agrees to hold the School harmless for any property damage or any injuries

to persons arising out of the negligence of Create, and Create agrees to reimburse the School for any expenses the School may incur as a result of any claims made against the School as a result of the negligent acts of Create.

7. The School represents and warrants that School's execution and delivery of this Agreement has been authorized by the JOINT OPERATING COMMITTEE OF THE CENTRAL MONTCO TECHNICAL HIGH SCHOOL and that no further action on the part of the School is necessary to authorize this Agreement. This Agreement constitutes a valid and binding obligation of the School and Create in accordance with the terms of this Agreement.

8. **AFFIRMATIVE COVENANTS OF USE OF FACILITIES.** Create covenants and agrees that they will, without demand:

(a) Repairs. Repair all damage to the Premises which is caused by Create or their invitees; keep the same in good order and repair as they now are, reasonable wear and tear and damage by accidental fire or other casualty or incident not occurring through negligence of Create or their invitees excepted. Create agrees to surrender the Premises in the same condition in which Create has herein agreed to keep the same during the continuance of this Agreement.

(b) Requirements of Public Authorities. Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Create or their use of the Premises, and save the School harmless from penalties, fines, costs or damages resulting from its failure to do so.

(c) Fire. Use every reasonable precaution against fire.

(d) Rules and Regulations. Comply with rules and regulations of the School promulgated as hereinafter provided.

(e) Surrender of Possession. Peaceably deliver up and surrender possession of the Premises to the School at the expiration or sooner termination of this Agreement, promptly delivering to the School at its office all keys for the Premises or the Building.

(f) Notice of Fire, etc. Give to the School prompt written notice of any accident, fire, or damage occurring on or to the Premises.

(g) Liability Insurance. Create must maintain liability insurance to cover injuries to persons in the minimum amount of \$1,000,000.00 and cover damage to property in the minimum amount of \$1,000,000.00. Such liability insurance will cover injury and damage to third parties, including the School. In addition, Create will provide the School with a Certificate of Insurance as evidence of Worker's Compensation Insurance coverage. At the time of the execution of this Agreement, Create will provide the School with written certificates of insurance setting forth the minimum amounts required plus a written assurance from the insurer that the coverage will not be cancelled without thirty (30) days written notice to the School.

(h) Responsibility. Create shall assume full responsibility and legal liability for the proper operation of its educational program to be operated on the Premises.

(i) Indemnification. Except to the extent arising out of the negligence or willful misconduct of the School, its directors, officers, agents, workers, servants or employees, Create shall indemnify and hold the School, its directors, officers, agents, workers, servants and employees harmless against and from liability and claims of any kind for loss or damage to the property of the School or any other person, or for any injury to or death of any person, arising out of (i) Create's use and occupancy of the Premises; (ii) any breach or default by Create of any of Create's obligations under this Agreement; (iii) any negligent or otherwise tortious act or omission of Create. Create

shall, at Create's expense, defend the School, its directors, officers, agents, workers, servants and employees in any action or proceeding arising from any such claim by counsel reasonably satisfactory to the School and shall indemnify the School against all costs, attorney's fees, expert witness fees and any other expenses incurred in or for such action or proceeding. As a material part of the consideration for the School's execution of this Agreement, Create hereby assumes all risk of damage or injury to any property or person, permitted by Create to be on or about the Premises, or from any cause, but Create shall not be liable for any damage or injury caused by the negligence or willful misconduct of the School, its directors, officers, agents, workers, servants or employees. In claims against any person or entity indemnified hereunder by any employee of Create, anyone directly or indirectly employed by Create, or anyone for whose acts Create may be liable, the indemnification obligation set forth in the preceding paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Create under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. NEGATIVE COVENANTS OF CREATE. Create covenants and agrees that they will do none of the following things without the consent in writing of the School first had and obtained:

(a) Use of Premises. Occupy the Premises in any other manner or for any other purpose than as above set forth.

(b) Assignment. Assign this Agreement, or permit any other person, firm or corporation to occupy the Premises, or any part thereof; nor shall any assignee without written consent by School, and without such consent no such assignment shall be valid.

(c) Alterations, Improvements. Make any alterations, improvements, or additions to the Premises.

10. **SCHOOL'S RIGHTS.**

The School expressly retains the following rights:

(a) Inspection of Premises. At all reasonable times by itself or its duly authorized agents, to go upon and inspect the Premises and every part thereof, and/or at its option to make repairs, alterations and additions to the Premises or the Building.

(b) Rules and Regulations. At any time or times and from time to time to make such rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises or the Building, and for the maintaining thereof. Such rules and regulations shall, when notice thereof is given to Create, form a part of this Agreement. Notwithstanding the foregoing, any and all rules imposed upon Create shall automatically be considered rules and regulations of the School imposed upon Create hereunder.

(c) Termination Right. To terminate this Agreement immediately and regain possession of the Premises in the event said Premises are needed to provide instructional area for School's public school pupils. The School will make every reasonable effort to work with Create in adjusting the use of schedules for the use of the facilities so that, if possible, both may operate their respective programs therein. The School further retains the exclusive right to terminate this Agreement immediately and regain possession of the Premises in the event Create determines to sell, transfer, or otherwise abandon its interest in the Building.

11. RESPONSIBILITY OF THE SCHOOL.

(a) Total Destruction of Premises. In the event that the Premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of Create, that the same cannot be repaired or restored within a reasonable time, this Agreement shall absolutely cease and terminate. Notwithstanding the foregoing, if comparable facilities exist at the Building, then the School and Create may agree to relocate the Premises to such facilities within the Building, upon the same terms and conditions hereunder, for the remainder of the Agreement.

(b) Partial Destruction of Premises. If the damage caused as above be only partial and such that the Premises can be restored to their then condition within a reasonable time, the School may, at the School's option, restore the same with reasonable promptness, reserving the right to enter upon the Premises for that purpose. The School also reserves the right to enter upon the demised Premises whenever necessary to repair damage caused by fire or other casualty to the Building, even though the effect of such entry be to render the Premises or a part thereof tenantable. Notwithstanding the foregoing, any and all rules imposed upon School or anybody or organization having control over the Premises or the Building shall automatically be considered rules and regulations of the School imposed upon Create hereunder.

(c) Repairs by the School. The School shall make such election to repair the Premises or terminate this Agreement by giving notice thereof to Create within thirty (30) days from the day the School received notice that the Premises had been destroyed or damaged by fire or other casualty.

(d) Damage for Interruption of Use. The School shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Building, the interruption in the use of the Premises, the relocation of Create to comparable facilities within the Building or the termination of this Agreement by reason of the destruction of the Premises.

(e) Representation of Condition of Premises. The School has let the Premises in their present condition and without any representations on the part of the School, its officers, employees, servants and/or agents. It is understood and agreed that the School is under no duty to make repairs or alterations at the time of letting or at any time thereafter.

(f) Utilities. The School, at its expense, shall provide all utilities required by Create, including heat, electricity and water. The School shall be responsible for maintaining the heating, plumbing, electricity and other similar utilities in good working order at all times during the term of this Agreement and any extension hereof, shall bear the costs and expense of repair and maintenance of same, excepting any damage caused by the negligence of Create or their invitees. The telephone system for the Building will be held available to Create by the School for local calls only. The School shall not be responsible for the cost of calls other than local calls, and the cost of such calls shall be deemed additional rent hereunder.

(g) The School agrees to be responsible for all maintenance and repairs to the structure and exterior of the Building in which the Premises are located and to keep the same in good repair during the term of this Agreement and any extension hereof.

(h) The School agrees to be responsible for all snow and trash removal and exterminating services. The School shall provide all necessary general maintenance of grounds,

provide necessary cutting of grass, and keep the facility in which the Premises are located in generally good repair.

12. **NOTICES.** All notices required to be given by either party shall be forwarded by registered mail, return receipt requested, and regular mail, first class postage prepaid, at the addresses set forth herein, or such other address as designated by the parties in writing.

13. **AGREEMENT CONTAINS ALL AGREEMENTS.** It is expressly understood and agreed by and between the parties hereto that this Agreement sets forth all the promises, agreements, conditions and understandings between the School or its agents and Create relative to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the School or Create unless reduced to writing and signed by them.

14. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to the law of conflicts of law.

15. **SEVERABILITY.** Any provision contained in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.